

**State of Florida
Department of Transportation**



**INVITATION TO BID
PREVENTATIVE MAINTENANCE SERVICES OF MOBILE EQUIPMENT OVER
1-TON FOR PERRY MAINTENANCE**

ITB-DOT-18/19-2394-CE

CONTACT FOR QUESTIONS:

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

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

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
FAX TO (386) 758-3791 OR EMAIL TO christina.espinosa@dot.state.fl.us

Bid Number: ITB-DOT-18/19-2394-CE

Title: Preventative Maintenance Services of Mobile Equipment Over 1-Ton for Perry Maintenance

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

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (386) 758-3791, or e-mail to christina.espinosa@dot.state.fl.us

THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE
Notice of changes (addenda), will be posted on the Vendor Bid System (VBS) and may be accessed at: http://www.myflorida.com/apps/vbs/vbs_main_menu. Click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Initiate Search. It is the responsibility of all potential Bidders to monitor this site for any new or changing information prior to submitting a bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone: christina.espinosa@dot.state.fl.us or 386-961-7732.

5. Work References

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

Reference 1

Business Name: _____

Begin and End Date
of Services provided: _____

Contact: _____

Address: _____

Telephone: _____

Email Address: _____

Reference 2

Business Name: _____

Begin and End Date
of Services provided: _____

Contact: _____

Address: _____

Telephone: _____

Email Address: _____

Reference 3

Business Name: _____

Begin and End Date of
Services provided: _____

Contact: _____

Address: _____

Telephone: _____

Email Address: _____

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide preventative maintenance services of mobile equipment over 1-ton for Perry Maintenance, as more particularly described in Exhibit A, Scope of Services. This Contract will be for a term of three (3) years following the date of final execution. The anticipated date of commencement will be on or about April 21, 2019.

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

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System may be accessed at: http://www.myflorida.com/apps/vbs/vbs_main_menu. Click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Initiate Search. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

ACTION / LOCATION	DATE	LOCAL TIME
SOLICITATION RELEASE	01/24/19	
DEADLINE FOR TECHNICAL QUESTIONS - There is no deadline for administrative questions.	02/04/19	5:00 PM
ANTICIPATED DATE ANSWERS TO QUESTIONS RECEIVED ARE POSTED	02/11/19	5:00 PM
BIDS DUE (ON OR BEFORE) - FDOT District Two Procurement Office 1109 South Marion Avenue Lake City, Florida 32025-5878	02/19/19	2:00 PM
PUBLIC OPENING - FDOT District Two Procurement Office 1109 South Marion Avenue Lake City, Florida 32025-5878	02/19/18	2:30 PM
POSTING OF INTENDED DECISION/AWARD -	02/25/19	5:00 PM

3) **BID OPENING AGENDA**

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

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

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

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

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

4) **SPECIAL ACCOMMODATIONS**

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

SPECIAL CONDITIONS

1) **MyFloridaMarketPlace**

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

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

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

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

3) **QUESTIONS & ANSWERS**

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

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

WRITTEN TECHNICAL QUESTIONS should be submitted to:

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

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

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

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

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

5) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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

Bidders are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their Bid Sheet. After award of the contract resulting from this bid, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after

award of the contract. The link to access the EOC system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

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

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

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

6) **SCOPE OF SERVICES**

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

7) **INTENDED AWARD**

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

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

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

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

9) **QUALIFICATIONS**

9.1 **GENERAL**

Bidder must meet the following minimum qualifications:

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

9.2 **BIDDER QUALIFICATIONS**

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

9.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

9.4 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

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

For licensing, contact:

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

10) WARRANTY/SUBSTITUTIONS

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

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

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

11) LIABILITY INSURANCE

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

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

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

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

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

See Exhibit G

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

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

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

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

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

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

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

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

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

17) UNAUTHORIZED ALIENS

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

18) SCRUTINIZED COMPANIES LISTS

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

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

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

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

19) RESERVATIONS

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

20) ADDITIONAL TERMS & CONDITIONS

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

21) RESPONSIVENESS OF BIDS

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

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

22) BID SHEET

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

23) ESTIMATED QUANTITIES

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

24) "DRUG-FREE WORK PLACE" PREFERENCE

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

25) COPYRIGHTED MATERIAL

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

26) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number DOT-ITB-2394-CE - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

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

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

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

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

29) POSTING OF INTENDED DECISION/AWARD

29.1 - General:

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

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

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

29.2 - Inability to Post:

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

29.3 - Request to Withdraw Bid:

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

30) AWARD OF THE CONTRACT

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

31) RENEWAL

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

32) ATTACHED FORMS

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

33) TERMS AND CONDITIONS

33.1 General Contract Conditions (PUR 1000)

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

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

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

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

33.2 General Instructions to Respondents (PUR 1001)

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

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

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

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

33.3 MFMP Purchase Order Terms and Conditions

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

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1_2015_.pdf

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

34) ORDER OF PRECEDENCE

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

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

35) LIQUIDATED DAMAGES

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

36) PRODUCT REQUIREMENTS/SPECIFICATIONS

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

37) RECYCLED MATERIAL

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

38) FORMS TO BE SUBMITTED

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

Bid Sheet
Bidder Qualification Questions
Drug-Free Workplace Program Certification (if applicable)

Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
DBE Participation Statement (if applicable)
Bid Opportunity List (if applicable)
Addenda, if any

39) BID SHEET INSTRUCTIONS

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

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

BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

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

Check off each the following:

- 1. The "Bid Sheet" has been filled out completely, signed, and enclosed in the bid response.
- 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- 3. "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the bid response, if applicable.
- 4. "Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the bid response.
- 5. The Scope of Services section has been thoroughly reviewed for compliance to the bid requirements.
- 6. The prices bid have been reviewed for accuracy and all price corrections have been initialed in ink.
- 7. The VBS website has been checked and any Addendums posted have been completed, signed, and included in the bid response.
- 8. The bid response must be received, at the location specified, **on or before** the Bid Due Date and Time designated in the ITB.
- 9. The bid submittal envelope reflects the bid number, title and opening date and time.

EXHIBIT “A”
SCOPE OF SERVICES
PREVENTATIVE MAINTENANCE
SERVICES OF MOBILE EQUIPMENT OVER 1 (ONE) TON AT PERRY
MAINTENANCE

I. GENERAL

- A. The Vendor shall provide preventive maintenance services of Mobile Equipment over one (1) ton at the Florida Department of Transportation (Department), District Two Perry Maintenance Yard (“Yard”) located at 657 Plantation Road, Perry, Florida.

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

- B. The Department reserves the right to use other Vendors for any purpose under this Agreement including, including, but not limited to, preventative maintenance, repairs, or emergency repair work. This is non-exclusive Agreement for services to be provided on an “as-needed” basis. The award of this Agreement does not necessarily grant the right to perform any specific work.
- C. Department automobiles are excluded from services to be provided under this Agreement.
- D. The Vendor shall provide, at Vendor’s sole cost and expense, any necessary permits, licenses, certificates, and entitlements required for the performance of services for any portion of the Agreement, and shall submit copies of such upon written request by the Department within two days. The Vendor shall comply with U.S. Department of Transportation and Florida commercial driver’s license (CDL) requirements. The Vendor shall ensure that Vendor personnel maintain current and valid driver’s licenses and appropriate professional or technical certifications.
- E. The Vendor shall become familiar with and comply with any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits (“Federal, State, and Local Rules and Regulations”). The Vendor shall indemnify, defend, and save harmless the Department and all of its officers, agents, and employees, against all claims or liability arising from or based on the violation of any such Federal, State, and Local Rules and Regulations, whether by himself or his employees.
- F. The Yard work hours are from 7:00 a.m. to 5:30 p.m., Monday through Thursday, excluding Friday, Saturday, Sunday, or State Holidays.
- G. All documents and records relating to this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request without additional costs. Records shall include, without limitation, all operation, maintenance, transport, disposal, manifesting, and other environmental records, department forms, the Vendor’s general accounting records and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors

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

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

II. PREVENTATIVE MAINTENANCE SERVICES

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

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

Type A Service is a twelve (12) months or five (5) thousand mile or 100 hours service.

Type B Service to be completed after two (2) Type A Services or fifteen (15) thousand mile or 200 hours service.

Type C Service to be completed after two (2) Type A Services and (1) Type B Service or thirty (30) thousand mile or 500 hours service.

- B. The Vendor shall adhere to the scheduling frequency listed above, which is the same on the checklist for each piece of mobile equipment to be serviced. (See Exhibit "B"). Some Mobile Equipment services are based on hours not mileage.

- C. For all preventative maintenance services:

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

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

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

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

- D. The Vendor employee or subcontractor performing preventative maintenance services shall be under the direct control and supervision of an ASE certified mechanic. Prior to commencing any preventative maintenance services, Vendor shall provide to the Department copies of all documents demonstrating such certification.
- E. The Vendor shall provide supplies as indicated in Exhibit "C", Mobile Equipment Services Supply Specifications, for all services provided under this Contract.
- F. If the Mobile Equipment has any of the following then the preventative maintenance services shall include: (a) replace fuel filters; (b) inspect and adjust air brakes; (c) adjust tire pressure to tire manufacturers recommended tire pressure; and (d) ensure proper operation of electric brakes on trailers, where applicable.

- G. All preventative maintenance service check items listed on "Exhibit B" shall be completed and determined as to condition of satisfactory, unsatisfactory, or test result. The documented results and check sheet for each individual Mobile Equipment shall be provided to the Department upon completion of services provided. The Vendor shall report all items failing inspection upon discovery to the Department's Project Manager and record the deficiency on the accompanying check sheet for the Mobile Equipment.

III. REPAIRS AND EMERGENCY REPAIRS

- A. Upon request by the Yard, the Vendor shall provide a written quote for the cost to repair failed items or replacement parts ("repair work") in a form acceptable to the Department, see Exhibit "D", Mobile Equipment Work Order. The Department may, and at its sole discretion, authorize in writing related repair work not originally specified in the Preventative Maintenance Schedule. The Department's written approval shall be obtained by the Vendor prior to any repair work.
- B. An emergency repair is defined as any repair that failure to rectify could jeopardize operator safety or further damage the equipment ("emergency repair"). If the Vendor determines an emergency repair is necessary then at the time of discovery, the Vendor shall notify in writing the Department's Project Manager or Shop Supervisor. The Vendor shall provide a written quote for the cost of the emergency repair in a form acceptable to the Department, see attached Exhibit "D", Mobile Equipment Work Order. The Department may, at its sole discretion, authorize in writing the emergency repair work. The Department's written approval of the emergency repair shall be obtained by the Vendor prior to any emergency repair work.

IV. VENDOR-FURNISHED EQUIPMENT AND SUPPLIES

- A. The Vendor shall furnish all supplies required to perform preventative maintenance services. These supplies shall be the equivalent or better than those found on the Department's supply specifications list, see Exhibit "C".
- B. The Vendor shall supply a vehicle for parts pickup, towing, transport, and other support requirements at no additional charge to the Department.
- C. Any necessary intermediate movement of Department Mobile Equipment while performing services required by the Agreement shall be the responsibility of the Vendor.
- D. The Vendor shall provide a Facility ("Vendor Facility") for performance of preventative maintenance, repair, and emergency repair services. The Vendor Facility shall have an area that ensures all Mobile Equipment is secure. If the Vendor's Facility is within 20 road miles of the Yard, the Department will arrange Mobile Equipment delivery services.

If the Vendor's Facility is not within 20 road miles of the Yard, the Vendor shall provide means for transporting Mobile Equipment to and from the Yard and providing all preventative maintenance services within the allotted time frame. (See Section II.C. above)

V. DEPARTMENT EQUIPMENT AND MOBILE EQUIPMENT

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

VI. DISPOSAL

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

VII. VENDOR FAILURE TO PERFORM

- A. In addition to the remedies authorized under the Standard Written Agreement Section VI. Termination and Default Provision B., if the Department determines that the performance of the Vendor is not satisfactory, the Department may deliver written notification of such to Vendor. Vendor shall have ten (10) days from the date of the Department's written notice to correct the deficiency.
- B. If the Department determines a deficiency remains, then the Department, at its discretion, may correct the deficiency at Vendor's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide Vendor with an invoice for the costs incurred by the Department to correct the deficiency and Vendor shall pay the invoice ("Department invoice").

All Department invoices submitted to Vendor for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

VIII. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

In addition to provision, VII. above, the Department has developed the following Performance Standards which shall be met by the Contractor in performance and delivery of services. The Department reserves the right to impose the liquidated damages indicated below upon the Contractor for failure to comply with the performance standard requirements as set forth in the chart below.

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

IX. ALTERATIONS AND SUBSTITUTIONS

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

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

X. MOBILE EQUIPMENT ABUSE

- A. Prior to the issuance of each work order, the Department’s Project Manager and the Vendor shall conduct a physical inspection of each piece of Mobile Equipment to be serviced.
- B. While in the Vendor’s possession, at the Vendor’s facility, the Vendor shall be responsible for any damage or vandalism to Department’s Mobile Equipment and its contents by the Vendor’s work or lack thereof, its personnel, and/or equipment. The Vendor shall repair any such damage at no cost to Department.
- C. If a Department piece of Mobile Equipment shows signs of blatant abuse or evidence of breakdown or failure (“Mobile Equipment abuse”) due to suspected abuse by Departmental personnel, then the Vendor shall notify the Department’s Project Manager in writing. The Vendor shall document instances of Mobile Equipment abuse and shall email such documentation to the Department’s Project Manager instead of providing such documentation to the Departmental employee picking up the mobile equipment.

XI. DELIVERABLES

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

	Deliverable	Schedule
a.	Preventive Maintenance Services Type A	Within one (1) workday complete work and notify the Department
b.	Preventive Maintenance Services Type B	Within two (2) workdays complete work and notify the Department

c	Preventive Maintenance Services Type C	Within three (3) workdays complete work and notify the Department
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XII. TITLES OF SUBSEQUENT EXHIBITS:

Exhibit "B" Check Sheet and Description for Mobile Equipment Preventative Services Type: A, B, and C.

Exhibit "C" Mobile Equipment Services Supply Specifications

Exhibit "D" Perry Shop Mobile Equipment Work Order

Exhibit "E" Mobile Equipment List

Exhibit "F" Price Sheet

Exhibit "G" Method of Compensation

EXHIBIT B
AUTOMOTIVE AND TRUCKING EQUIPMENT
ABOVE ONE TON

A Service – 12 Months / 5000 Miles

Vehicle No. _____ **Mileage** _____ **Date** _____

Perform services in order listed. Place (✓) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS – check all instruments, gauges, switches, controls and warning devices.
- 2___ LIGHTS AND HORN – inspect all lights and signals.
- 3___ SEAT BELTS – check fabric and buckles.
- 4___ BRAKE AND CLUTCH – test to determine if both function properly, check pedal free travel.
- 5___ GLASS – check for damage/accident.
- 6___ BODY CONDITION – rust/damage that will effect operation, check fifth wheel safety lock, tighten mounting bolts, check safety chains, dump controls and latches, lift links, and hinges.
- 7___ WINDSHIELD WIPERS AND WASHERS – check for serviceability.
- 8___ LIGHT LENSES/REFLECTORS – broken or damaged.
- 9___ TRAILER CONNECTIONS – check condition of electrical cords, air hoses.
- 10___ STEERING AND SUSPENSION – check for free play, looseness, wear.
- 11___ LEAKS – visually inspect the engine compartment, gear cases, backing plates, fuel tanks for indication of leaking.
- 12___ EXHAUST SYSTEM – inspect muffler, exhaust and tail pipe and all connections for leaks.
- 13___ DRIVE LINE UNITS – check engine mounts, transmission mounts, differential mounts, drive shaft flanges, center bearings and U-joints, bolts.
- 14___ WHEELS AND TIRES – wheel lugs for tightness, tires for damage and wear, rotate if required by wear, check air pressure.
- 15___ FRAME – check for cracks, loose bolts and rivets, condition of safety props and platforms.
- 16___ HYDRAULIC CYLINDERS – check for leaks, ram condition, mounts.
- 17___ CHASSIS – service all fittings, oil all control linkage, lubricate.
- 18___ ALL CONTROL LINKAGE – oil.
- 19___ HEAT CONTROL VALVE – oil, check operation.
- 20___ ENGINE – change oil and oil filter _____ Quarts.
- 21___ AIR CLEANER – wet type, clean and change oil _____ Quarts.
- 22___ AIR COMPRESSOR – clean air intake, tighten mounting bolts.
- 23___ GOVERNOR – clean air cleaner.
- 24___ AIR RESERVOIR – drain, check safety valve, clean filter.
- 25___ AIR BRAKES – check booster air filter.
- 26___ BRAKE MASTER CYLINDER – check fluid level.
- 27___ DIFFERENTIAL(S) – check fluid level, clean breathers _____ Pints.
- 28___ TRANSMISSION, AUXILLIARY TRANSMISSION, TRANSFER CASE – check fluid level, clean breathers _____ Pints.
- 29___ POWER STEERING – check fluid level _____ Pints.
- 30___ WINCH – check fluid level, check cable condition _____ Pints.
- 31___ CLUTCH MASTER CYLINDER – check fluid level _____ Pints.
- 32___ HYDRAULIC SYSTEM – check fluid level _____ Pints.
- 33___ TWO SPEED AXLE SHIFT UNIT – check fluid level _____ Pints.
- 34___ WINDSHIELD WASHER – check water level.
- 35___ AIR CLEANER – remove and clean.
- 36___ FUEL FILTER – drain.
- 37___ DRIVE BELTS AND HOSES – check tension and serviceability.
- 38___ RADIATOR – coolant level _____ Quarts.
- 39___ BATTERY – check condition, fluid level, cables, and terminals.
- 40___ WIRING AND CONNECTIONS – check for cracked and bare wiring.
- 41___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
AUTOMOTIVE AND TRUCKING EQUIPMENT
ABOVE ONE TON

B Service – 36 Months / 15000 Miles

Vehicle No. _____ **Mileage** _____ **Date** _____

Perform services in order listed. Place (✓) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS – check all instruments, gauges, switches, controls and warning devices.
- 2___ LIGHTS AND HORN – inspect all lights and signals.
- 3___ SEAT BELTS – check fabric and buckles.
- 4___ BRAKE AND CLUTCH – test to determine if both function properly, check pedal free travel.
- 5___ GLASS – check for damage/accident.
- 6___ BODY CONDITION – rust/damage that will effect operation, check body and door drain holes, check fifth wheel safety lock, tighten mounting bolts, check safety chains, dump controls and latches, lift links and hinges.
- 7___ WINDSHIELD WIPERS AND WASHERS– check for serviceability.
- 8___ LIGHT LENSES/REFLECTORS – broken or damaged.
- 9___ TRAILER CONNECTIONS – check condition of electrical cords, air hoses.
- 10___ STEERING AND SUSPENSION – check for free play, looseness, wear.
- 11___ LEAKS – visually inspect the engine compartment, gear cases, backing plates, fuel tanks for indication of leaking.
- 12___ EXHAUST SYSTEM – inspect muffler, exhaust and tail pipe and all connections for leaks.
- 13___ DRIVE LINE UNITS – check engine mounts, transmission mounts, differential mounts, drive shaft flanges, center bearings and U-joints, bolts.
- 14___ WHEELS AND TIRES – wheel lugs for tightness, tires for damage and wear, rotate if required by wear, check air pressure.
- 15___ FRAME – check for cracks, loose bolts and rivets, condition of safety props and platforms.
- 16___ HYDRAULIC CYLINDERS – check for leaks, ram condition, mounts.
- 17___ TANDEM AXLE – torque axle torque arms to bracket cap bolts.
- 18___ CHASSIS – service all fittings.
- 19___ ALL CONTROL LINKAGE – oil.
- 20___ HEAT CONTROL VALVE – oil, check operation.
- 21___ CLUTCH – lubricate release bearing.
- 22___ AIR BRAKES – lubricate camshafts, slack adjusters and linkage.
- 23___ BRAKES – lubricate hydrovac.
- 24___ WATER PUMP – lubricate.
- 25___ DOOR LOCKS, STRIKER PLATES, DOOR HINGES – lubricate.
- 26___ HOOD – oil latches and hinges.
- 27___ DISTRIBUTOR WICKS, AND PARKING BRAKE CABLES – lubricate as needed.
- 28___ ENGINE – change oil and oil filter _____quarts.
- 29___ WATER FILTER – service or replace filter.
- 30___ AIR CLEANER – wet type, clean and change oil _____ Quarts.
- 31___ AIR RESERVOIR – drain, clean filter, clean safety valve.
- 32___ POWER STEERING – change fluid, change filter _____ Pints.
- 33___ PVC VALVE – service as needed or replace.
- 34___ FUEL FILTERS – change filters, check lines and connections.
- 35___ AIR COMPRESSOR – clean air intake, tighten mounting bolts, check cut-in and cut-out.
- 36___ GOVERNOR – clean air cleaner.
- 37___ AIR BRAKES – check booster air filter, check flat type or roto chamber brake diaphragm.
- 38___ BRAKE MASTER CYLINDER – check fluid level.
- 39___ DIFFERENTIAL(S) – check fluid level, clean breathers _____ Pints.
- 40___ TRANSMISSION, AUXILLIARY TRANSMISSION, TRANSFER CASE – check fluid level, clean breathers _____ Pints.
- 41___ WINCH – check fluid level, check cable condition _____ Pints.
- 42___ CLUTCH MASTER CYLINDER – check fluid level _____ Pints.
- 43___ HYDRAULIC SYSTEM – check fluid level _____ Pints.
- 44___ TWO SPEED AXLE SHIFT UNIT – check fluid level _____ Pints.
- 45___ WINDSHIELD WASHER – check water level.
- 46___ DRIVE BELTS AND HOSES – check tension and serviceability.
- 47___ RADIATOR – coolant level _____ Quarts.
- 48___ BATTERY – check condition, fluid level, cables, and terminals.
- 49___ WIRING AND CONNECTIONS – check for cracked and bare wiring.
- 50___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

**EXHIBIT B
AUTOMOTIVE AND TRUCKING EQUIPMENT
ABOVE ONE TON**

C Service – 72 Months / 30000 Miles

Vehicle No. _____ **Mileage** _____ **Date** _____

Perform services in order listed. Place (✓) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS – check all instruments, gauges, switches, controls and warning devices.
- 2___ LIGHTS AND HORN – inspect all lights and signals.
- 3___ SEAT BELTS – check fabric and buckles.
- 4___ BRAKE AND CLUTCH – test to determine if both function properly, check pedal free travel.
- 5___ GLASS – check for damage/accident.
- 6___ BODY CONDITION – rust/damage that will effect operation, check body and door drain holes, check fifth wheel safety lock, tighten mounting bolts, check safety chains, dump controls and latches, lift links and hinges.
- 7___ WINDSHIELD WIPERS AND WASHERS– check for serviceability.
- 8___ LIGHT LENSES/REFLECTORS – broken or damaged.
- 9___ TRAILER CONNECTIONS – check condition of electrical cords, air hoses.
- 10___ STEERING AND SUSPENSION – check for free play, looseness, wear.
- 11___ LEAKS – visually inspect the engine compartment, gear cases, backing plates, fuel tanks for indication of leaking.
- 12___ EXHAUST SYSTEM – inspect muffler, exhaust and tail pipe and all connections for leaks.
- 13___ DRIVE LINE UNITS – check engine mounts, transmission mounts, differential mounts, drive shaft flanges, center bearings and U-joints, bolts.
- 14___ WHEELS AND TIRES – wheel lugs for tightness, tires for damage and wear, rotate if required by wear, check air pressure.
- 15___ FRAME – check for cracks, loose bolts and rivets, condition of safety props and platforms.
- 16___ HYDRAULIC CYLINDERS – check for leaks, ram condition, mounts.
- 17___ TANDEM AXLE – torque axle torque arms to bracket cap bolts.
- 18___ CHASSIS – service all fittings.
- 19___ ALL CONTROL LINKAGE – oil.
- 20___ HEAT CONTROL VALVE – oil, check operation.
- 21___ CLUTCH – lubricate release bearing.
- 22___ AIR BRAKES – lubricate camshafts, slack adjusters and linkage.
- 23___ BRAKES – lubricate hydrovac.
- 24___ WATER PUMP –lubricate.
- 25___ DOOR LOCKS, STRIKER PLATES, DOOR HINGES – lubricate.
- 26___ HOOD – oil latches and hinges.
- 27___ DISTRIBUTOR WICKS, SPEEDOMETER, TACHOMETER AND PARKING BRAKE CABLES – lubricate as needed.
- 28___ FRONT WHEELS – check wheel bearings, check brake linings and drums.
- 29___ ENGINE – change oil and oil filter _____ Quarts.
- 30___ WATER FILTER – change filter.
- 31___ AIR CLEANER – wet type, clean and change oil – dry type, replace element _____ Quarts.
- 32___ AIR RESERVOIR – drain, clean filter, clean safety valve.
- 33___ POWER STEERING – change fluid, change filter _____ Pints.
- 34___ PVC VALVE – service as needed or replace.
- 35___ FUEL FILTERS – change filters, check lines and connections.
- 36___ AIR COMPRESSOR – clean air intake, tighten mounting bolts, check cut-in and cut-out.
- 37___ GOVERNOR – clean air cleaner.
- 38___ AIR BRAKES – check boosters air filter, check flat type or roto chamber brake diaphragm, replace if needed.
- 39___ TRANSMISSION, AUXILLIARY TRANSMISSION, TRANSFER CASE – check change fluid, clean breathers _____ Pints.
- 40___ DIFFERENTIAL(S) – change fluid, clean breathers _____ Pints.
- 41___ WINCH – change fluid, check cable condition _____ Pints.
- 42___ HYDRAULIC SYSTEM – change fluid _____ Pints.
- 43___ TWO SPEED AXLE SHIFT UNIT – change fluid _____ Pints.
- 44___ COOLING SYSTEM – Drain and flush & recharge _____ quarts.
- 45___ BRAKE MASTER CYLINDER – check fluid level.
- 46___ CLUTCH MASTER CYLINDER – check fluid level _____ Pints.
- 47___ WINDSHIELD WASHER – check water level.
- 48___ DRIVE BELTS AND HOSES – replace.
- 49___ BATTERY – check condition, fluid level, cables, and terminals.
- 50___ WIRING AND CONNECTIONS – check for cracked and bare wiring.
- 51___ EMERGENCY STOP – test to see if operational
- 52___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

**EXHIBIT B
GRADERS, ROAD**

A Service – 12 Months / 200 Hours

Vehicle No. _____ **Mileage** _____ **Date** _____

Perform services in order listed. Place (√) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

1___ INSTRUMENTS AND CONTROLS - check all instruments, gauges, switches, controls & warning devices.

2___ LIGHTS - check all lights.

3___ SEAT BELTS - check fabric, buckles and mounts.

4___ BATTERY - check condition, cables and terminals.

5___ STEERING - check for looseness.

6___ DECELERATOR OR ACCELERATOR - check operation.

7___ BRAKE AND CLUTCH - check pedal free travel, starting and stopping action.

8___ CAB - check condition, check damaged or missing glass.

9___ LIGHTS - check mountings and lenses.

10___ CONTROL LINKAGE - check adjustment.

11___ CIRCLE GUIDE - check adjustment.

12___ LIFT LINK SOCKETS - check adjustments.

13___ STEERING RELIEF VALVE - check adjustment.

14___ STEERING STOP BLOCKS - check clearance.

15___ STEERING BALL SOCKETS - check adjustment

16___ MOLDBOARD, BLADE AND SCARFIER - check adjustment.

17___ WHEELS AND TIRES - check tire condition, tighten lug bolts, and check air pressure.

18___ MAIN FRAME - check for cracks, missing or loose bolts and rivets.

19___ GEAR CASES - check all mounting bolts.

20___ FRONT WHEEL BEARINGS - service fittings.

21___ CHASSIS AND DRIVES - service all fittings, oil control linkage.

22___ ENGINE - change oil _____Quarts.

23___ PRE-CLEANER - clean.

24___ AIR CLEANER - check and clean.

25___ FUEL TANK - drain water/sediment. Clean screen.

26___ TRANSMISSION - check level _____Quarts.

27___ AXLES - check level _____Pints.

28___ POWER CONTROL HOUSING - check level _____Pints.

29___ BLADE LIFT HOUSING - check level _____Pints.

30___ FRONT WHEEL LEAN HOUSING - check level _____Pints.

31___ TRANSFER GEAR HOUSING - check level _____Pints.

32___ CIRCLE CENTER GEAR HOUSING - check level _____Pints.

33___ TANDEM DRIVE HOUSING - check level _____Pints.

34___ BRAKE MASTER CYLINDER - check level.

35___ STEERING GEAR HOUSING - check level _____Pints.

36___ RADIATOR - check coolant level and condition, check outside condition _____Quarts.

37___ DRIVE BELTS AND HOSES - check tension and serviceability.

38___ EXHAUST SYSTEM - check manifold, muffler and connections for leaks.

39___ COOLING FAN - check for cracked or bent blades.

40___ POWER TAKE-OFF - check belt tension and condition.

41___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

**EXHIBIT B
GRADERS, ROAD**

B Service – 24 Months / 400 Hours

Vehicle No. _____ Mileage _____ Date _____

Perform services in order listed. Place (√) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS - check all instruments, gauges, switches, controls & warning devices.
- 2___ LIGHTS - check all lights.
- 3___ SEAT BELTS - check fabric, buckles and mounts.
- 4___ BATTERY - check condition, cables and terminals.
- 5___ STEERING - check for looseness.
- 6___ DECELERATOR OR ACCELERATOR - check operation.
- 7___ BRAKE AND CLUTCH - check pedal free travel, starting and stopping action.
- 8___ CAB - check condition, check damaged or missing glass.
- 9___ LIGHTS - check mountings and lenses.
- 10___ CONTROL LINKAGE - check adjustment.
- 11___ CIRCLE GUIDE - check adjustment.
- 12___ LIFT LINK SOCKETS - check adjustments.
- 13___ STEERING RELIEF VALVE - check adjustment.
- 14___ STEERING STOP BLOCKS - check clearance.
- 15___ STEERING BALL SOCKETS - check adjustment.
- 16___ STEERING GEAR – check adjustment.
- 17___ MOLDBOARD, BLADE AND SCARFIER - check adjustment.
- 18___ WHEELS AND TIRES - check tire condition, tighten lug bolts, and check air pressure.
- 19___ MAIN FRAME - check for cracks, missing or loose bolts and rivets.
- 20___ GEAR CASES - check all mounting bolts.
- 21___ FRONT WHEEL BEARINGS - service fittings.
- 22___ CHASSIS AND DRIVES - service all fittings, oil control linkage.
- 23___ REAR AXLE BEARINGS – service fittings
- 24___ BELL CRANK – service fittings
- 25___ FAN AND WATER PUMP – service fittings.
- 26___ ENGINE - change oil _____ Quarts.
- 27___ PRE-CLEANER - clean.
- 28___ AIR CLEANER - check and clean.
- 29___ FUEL TANK - drain water/sediment. Clean screen
- 30___ TRANSMISSION - check level Quarts.
- 31___ TANDEM DRIVE – service breather, check level Quarts.
- 32___ AXLES - check level _____ Pints.
- 33___ POWER CONTROL HOUSING - check level _____ Pints.
- 34___ BLADE LIFT HOUSING - check level _____ Pints.
- 35___ FRONT WHEEL LEAN HOUSING - check level _____ Pints.
- 36___ TRANSFER GEAR HOUSING - check level _____ Pints.
- 37___ CIRCLE CENTER GEAR HOUSING - check level _____ Pints.
- 38___ BRAKE MASTER CYLINDER - check level.
- 39___ STEERING GEAR HOUSING - check level _____ Pints
- 40___ RADIATOR - check coolant level and condition, check outside condition _____ Quarts.
- 41___ DRIVE BELTS AND HOSES - check tension and serviceability.
- 42___ EXHAUST SYSTEM - check manifold, muffler and connections for leaks.
- 43___ COOLING FAN - check for cracked or bent blades.
- 44___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

**EXHIBIT B
GRADERS, ROAD**

C Service – 72 Months / 1200 Hours

Vehicle No. _____ **Mileage** _____ **Date** _____

Perform services in order listed. Place (√) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS - check all instruments, gauges, switches, controls and warning devices.
- 2___ LIGHTS - check all lights.
- 3___ SEAT BELTS - check fabric, buckles and mounts.
- 4___ BATTERY - check condition, cables and terminals.
- 5___ STEERING - check for looseness.
- 6___ DECELERATOR OR ACCELERATOR - check operation.
- 7___ BRAKE AND CLUTCH - check pedal free travel, starting and stopping action.
- 8___ WIRING - check for cracked or bare wires.
- 9___ CAB - check condition, check damaged or missing glass.
- 10___ LIGHTS - check mountings and lenses.
- 11___ CONTROL LINKAGE – check adjustments.
- 12___ CIRCLE GUIDE - check adjustment.
- 13___ LIFT LINK SOCKETS - check adjustments.
- 14___ STEERING RELIEF VALVE - check adjustment.
- 15___ STEERING STOP BLOCKS - check clearance.
- 16___ STEERING BALL SOCKETS - check adjustment.
- 17___ STEERING GEAR - check adjustment.
- 18___ MOLDBOARD, BLADE AND SCARFIER - check condition.
- 19___ WHEELS AND TIRES - check tire condition, tighten lug bolts, and check air pressure.
- 20___ MAIN FRAME - check for cracks, missing or loose bolts and rivets.
- 21___ GEAR CASES - check all mounting bolts.
- 22___ CHASSIS AND DRIVES - service all fittings, oil control linkage.
- 23___ ENGINE - change engine oil _____ Quarts.
- 24___ PRE- CLEANER - clean.
- 25___ AIR CLEANER - replace filter.
- 26___ FUEL TANK - drain water/ sediment, clean screen.
- 27___ TRANSMISSION - change fluid _____ Quarts.
- 28___ REAR AXLE - change fluid _____ Quarts.
- 29___ TANDEM DRIVE - change fluid _____ Quarts.
- 30___ POWER CONTROL HOUSING - change fluid _____ Pints.
- 31___ BLADE LIFT HOUSING - change fluid _____ Quarts.
- 32___ HYDRAULIC CONTROL HOUSING - change fluid and change filter _____ Quarts.
- 33___ FRONT WHEEL BEARINGS - check bearings.
- 34___ FUEL FILTERS - replace elements.
- 35___ FLYWHEEL CLUTCH HOUSING - change fluid _____ Quarts.
- 36___ COOLING SYSTEM - drain, flush, and recharge _____ Quarts.
- 37___ BRAKE MASTER CYLINDER - check level.
- 38___ DRIVE BELTS AND HOSES - replace
- 39___ EXHAUST SYSTEM - check manifold, muffler and connections for leaks.
- 40___ COOLING FAN - check for cracked or bent blades.
- 41___ POWER TAKE -OFF - check belt tension and serviceability, service U - joint fittings.
- 42___ WIRING - check for cracked or bare wiring.
- 43___ Replace PM Service sticker.
- 44___ ENGINE VALVES – adjust
- 45___ TURBOCHARGER – check for leaking seals, unusual noise
- 46___ ELECTRICAL TEST – charging and starting circuits will be load tested

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
FRONT END LOADERS, ARTICULATED AND NON-ARTICULATED

A Service – 4 Months / 100 Hours

Vehicle No. _____ **Mileage** _____ **Date** _____

Perform services in order listed. Place (✓) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

1___ INSTRUMENTS AND CONTROLS - check all instruments, gauges, switches, controls and warning devices.

2___ LIGHTS - check all lights.

3___ SEAT BELTS - check fabric, buckles and mounts.

4___ BATTERY - check condition, cables and terminals.

5___ STEERING - check for looseness.

6___ BRAKES - check adjustment and operation.

7___ LIGHTS - check mountings and lenses.

8___ CYLINDERS - check for leaks, ram condition, mounts and pins, check hoses and lines.

9___ FRAME - check for bent lifting frame, damaged arms and braces, pins and bushings,

Check roll over protective structure.

10___ WHEELS AND TIRES - check tire condition, tighten lugs, and check air pressure.

11___ MAIN FRAME - check for cracks, missing or loose bolts and rivets.

12___ GEAR CASES - check all mounting bolts.

13___ STEERING - check pivot points.

14___ DRIVE LINE AND ATTACHMENTS - service drive shaft and U-joint fittings, all attachment pivot points, oil control linkage.

15___ SHIFT CONTROL - service bell crank fittings.

16___ ENGINE - change oil _____Quarts.

17___ PRE-CLEANER - clean.

18___ AIR CLEANER - check and clean.

19___ FUEL TANK - drain sediment, clean screens.

20___ TRANSMISSION - check level _____Pints.

21___ HYDRAULIC SYSTEM - check level _____Pints.

22___ BRAKE MASTER CYLINDER - check level.

23___ RADIATOR - check coolant level and condition, check outside conditions _____Quarts.

24___ DRIVE BELTS AND HOSES - check tension and serviceability.

25___ EXHAUST SYSTEM - check for cracks, leaks and loose connections.

26___ COOLING FAN - check for cracks and bent blades.

27___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
FRONT END LOADERS, ARTICULATED AND NON-ARTICULATED

B Service – 8 Months / 200 Hours

Vehicle No. _____ **Mileage** _____ **Date** _____

Perform services in order listed. Place (√) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS - check all instruments, gauges, switches, controls, wiring and warning devices.
- 2___ LIGHTS - check all lights.
- 3___ SEAT BELTS - check fabric, buckles and mounts.
- 4___ BATTERY - check condition, cables and terminals.
- 5___ STEERING - check for looseness and action.
- 6___ BRAKES - check adjustment and operation.
- 7___ LIGHTS - check mountings and lenses.
- 8___ CYLINDERS - check for leaks, ram condition, mounts and pins, check hoses and lines for leaking and damage.
- 9___ FRAME - check for bent lifting frame, damaged arms and braces, pins and bushings, check roll over protective structure.
- 10___ WHEELS AND TIRES - check tire condition, tighten lugs, and check air pressure.
- 11___ MAIN FRAME - check for cracks, missing or loose bolts and rivets.
- 12___ GEAR CASES - check all mounting bolts.
- 13___ STEERING - check pivot points.
- 14___ DRIVE LINE AND ATTACHMENTS - service drive shaft and U - joint fittings, all attachment pivot points, oil control linkage.
- 15___ SHIFT CONTROL - service bell crank fittings.
- 16___ AXLE BEARINGS - service fittings.
- 17___ ENGINE - change oil _____ Quarts.
- 18___ PRE-CLEANER - clean.
- 19___ AIR CLEANER - replace filter.
- 20___ FUEL TANK - drain sediment, check screens.
- 21___ FUEL SYSTEM - replace filter, service pump.
- 22___ TRANSMISSION - change fluid and filter _____Quarts.
- 23___ HYDRAULIC SYSTEM - change fluid, replace filter, clean screens and strainers _____ Quarts.
- 24___ EVAPORATOR - clean.
- 25___ AIR COMPRESSOR - clean cylinder head.
- 26___ AXLES - change oil _____Quarts.
- 27___ COOLING SYSTEM - check level, check with hydrometer, add rust inhibitors _____Quarts.
- 28___ ACCUMULATER - check operation.
- 29___ CRANKCASE VENT TUBE - clean.
- 30___ BRAKE MASTER CYLINDER - check level.
- 31___ DRIVE BELTS AND HOSES - check tension and serviceability.
- 32___ EXHAUST SYSTEM - check for cracks, leaks and loose connections.
- 33___ COOLING FAN - check for cracks and bent blades.
- 34___ WIRING - check for cracked or bare wiring.
- 35___ ELECTRICAL TEST - charging and starting circuits will be load tested.
- 36___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
FRONT END LOADERS, ARTICULATED AND NON-ARTICULATED

C Service – 12 Months / 500 Hours

Vehicle No. _____ Mileage _____ Date _____

Perform services in order listed. Place (✓) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS - check all instruments, gauges, switches, controls, wiring and warning devices.
- 2___ LIGHTS - check all lights.
- 3___ SEAT BELTS - check fabric, buckles and mounts.
- 4___ BATTERY - check condition, cables and terminals.
- 5___ STEERING - check for looseness and action.
- 6___ BRAKES - check adjustment and operation.
- 7___ LIGHTS - check mountings and lenses.
- 8___ CYLINDERS - check for leaks, ram condition, mounts and pins, check hoses and lines for leaking and damage.
- 9___ FRAME - check for bent lifting frame, damaged arms and braces, pins and bushings, check roll over protective structure.
- 10___ WHEELS AND TIRES - check tire condition, tighten lugs, and check air pressure.
- 11___ MAIN FRAME - check for cracks, missing or loose bolts and rivets.
- 12___ GEAR CASES - check all mounting bolts.
- 13___ STEERING - check pivot points.
- 14___ DRIVE LINE AND ATTACHMENTS - service drive shaft and U - joint fittings, all attachment pivot points, oil control linkage.
- 15___ SHIFT CONTROL - service bell crank fittings.
- 16___ AXLE BEARINGS - service fittings.
- 17___ ENGINE - change oil _____ Quarts.
- 18___ PRE-CLEANER - clean.
- 19___ AIR CLEANER - replace filter.
- 20___ FUEL TANK - drain sediment, check screens.
- 21___ FUEL SYSTEM - replace filter, service pump.
- 22___ TRANSMISSION - change fluid and filter _____ Quarts.
- 23___ HYDRAULIC SYSTEM - change fluid, replace filter, clean screens and strainers _____ Quarts.
- 24___ EVAPORATOR - clean.
- 25___ AIR COMPRESSOR - clean cylinder head.
- 26___ AXLES - change oil _____ Quarts.
- 27___ COOLING SYSTEM - check level, check with hydrometer, add rust inhibitors _____ Quarts.
- 28___ ENGINE VALVES - adjust.
- 29___ ACCUMULATOR - check operation.
- 30___ CRANKCASE VENT TUBE - clean.
- 31___ BRAKE MASTER CYLINDER - check level.
- 32___ DRIVE BELTS AND HOSES - check tension and serviceability.
- 33___ EXHAUST SYSTEM - check for cracks, leaks and loose connections.
- 34___ COOLING FAN - check for cracks and bent blades.
- 35___ WIRING - check for cracked or bare wiring.
- 36___ ELECTRICAL TEST - charging and starting circuits will be load tested.
- 37___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
EXCAVATOR, UPPER AND LOWER UNITS

A Service – 12 Months / 100 Hours

Vehicle No. _____ **Mileage** _____ **Date** _____

Perform services in order listed. Place (✓) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS - check all instruments, gauges, switches, controls and warning devices.
- 2___ LIGHTS - check all lights.
- 3___ SEAT BELTS - check fabric, buckles and mounts.
- 4___ BRAKES AND CLUTCHES - check for proper ravel.
- 5___ LIGHT LENSES/REFLECTORS - broken or damaged.
- 6___ GLASS - check for damage/accident.
- 7___ WINDSHIELD WIPERS AND BLADES - check condition and serviceability.
- 8___ TRACKS AND CHAINS - check adjustment.
- 9___ FRAME - check braces, springs, equalizer beam pins and bushings, bolts loose or missing.
- 10___ LEAKS - visually check engine compartment, gear cases, backing plates, hydraulic and fuel tanks and lines for leaks.
- 11___ CHASSIS AND ATTACHMENTS - service all fittings, oil all control linkage.
- 12___ BODY - lubricate all door hinges, striker plates, latches, door lock cylinders.
- 13___ ENGINE - change oil and oil filters _____ Quarts.
- 14___ AIR CLEANER - check and clean.
- 15___ AIR COMPRESSOR - clean intake, check filter, check mounting bolts
- 16___ AIR RESERVOIR - drain, check safety valve.
- 17___ FUEL TANKS - drain water and sediment, clean filter.
- 18___ AIR BRAKES - replace booster air filter.
- 19___ BRAKE MASTER CYLINDER - check fluid level.
- 20___ HYDRAULIC SYSTEM - check fluid level, clean strainers/filters.
- 21___ DIFFERENTIALS - check fluid levels, clean breathers.
- 22___ TRANSMISSION, AUXILIARY TRANSMISSION, TRANSFER CASE - check fluid levels, clean breathers
- 23___ POWER STEERING - check fluid level.
- 24___ FUEL SYSTEM - clean filters.
- 25___ DRIVE BELTS AND HOSES - check tension and serviceability.
- 26___ RADIATOR - check tension and serviceability.
- 27___ COOLING FAN - check for cracks, leaks and loose connections.
- 28___ EXHAUST SYSTEM - check for cracks, leaks and loose connections.
- 29___ BATTERY - check condition, cables and terminals.
- 30___ WIRING AND CONNECTIONS - check for cracked or bare wiring.
- 31___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
EXCAVATOR, UPPER AND LOWER UNITS

B Service – 36 Months / 300 Hours

Vehicle No. _____ Mileage _____ Date _____

Perform services in order listed. Place (√) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS - check all instruments, gauges, switches, controls and warning devices.
- 2___ LIGHTS - check all lights.
- 3___ SEAT BELTS - check fabric, buckles and mounts.
- 4___ BRAKES AND CLUTCHES - check for proper operation and free travel.
- 5___ LIGHT LENSES/REFLECTORS - broken or damaged.
- 6___ GLASS - check for damage/accident.
- 7___ WINDSHIELD WIPERS AND BLADES - check condition and serviceability.
- 8___ HYDRAULIC CYLINDERS - check operation, leaks, ram condition, mounts, pins, bushings, condition of hoses and lines.
- 9___ BOOM - check lift, swivel, swing, extension action, roller adjustment, wear, cracks and breaks.
- 10___ HYDRAULIC SYSTEM - check pumps, valves, gauges, lines, and hoses, for proper operation and leaks.
- 11___ TRACKS AND CHAINS - check adjustment, check rollers, idlers, sprockets, pins, bushings, drive chains, rails, pads and bolts for wear.
- 12___ FRAME - check braces, springs, equalizer beam pins and bushings, bolts loose or missing.
- 13___ LEAKS - visually check engine compartment, gear cases, backing plates, hydraulic and fuel tanks and lines for leaks.
- 14___ CHASSIS AND ATTACHMENTS - service all fittings, oil and check condition of all control linkage.
- 15___ BODY - lubricate all door hinges, striker plates, latches, door lock cylinders.
- 16___ ENGINE - change oil and oil filter _____ Quarts.
- 17___ AIR CLEANER - check and clean or replace.
- 18___ AIR COMPRESSOR - clean intake, check filter, check mounting bolts.
- 19___ AIR RESERVOIR - drain, check safety valve.
- 20___ AIR BRAKES - replace booster air filter.
- 21___ FUEL FILTERS - drain water and sediment, change filters.
- 22___ FUEL TANKS - drain water and sediment.
- 23___ BRAKE MASTER CYLINDER - check fluid level.
- 24___ HYDRAULIC SYSTEM - check fluid levels, clean strainers, clean or replace filters.
- 25___ DIFFERENTIALS - check fluid levels, clean breathers.
- 26___ TRANSMISSION, AUXILIARY TRANSMISSION, GEAR BOXES, TRANSFER CASES - check fluid levels, clean breathers .
- 27___ POWER STEERING - check fluid level.
- 28___ DRIVE BELTS AND HOSES - check tension and serviceability.
- 29___ RADIATOR - check coolant level, check with hydrometer, add rust inhibitor.
- 30___ COOLING FAN - check for cracked or bent blades.
- 31___ EXHAUST SYSTEM - check for cracks, leaks, and loose connections.
- 32___ BATTERY - check condition, fluid level, cables and terminals.
- 33___ WIRING AND CONNECTIONS - check for cracked or bare wiring.
- 34___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
EXCAVATOR, UPPER AND LOWER UNITS

C Service – 72 Months / 600 Hours

Vehicle No. _____ **Mileage** _____ **Date** _____

Perform services in order listed. Place (✓) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS - check all instruments, gauges, switches, controls and warning devices.
- 2___ LIGHTS - check all lights.
- 3___ SEAT BELTS - check fabric, buckles and mounts.
- 4___ BRAKES AND CLUTCHES - check for proper operation and free travel.
- 5___ LIGHT LENSES/REFLECTORS - broken or damaged.
- 6___ GLASS - check for damage/accident.
- 7___ WINDSHIELD WIPERS AND BLADES - check condition and serviceability.
- 8___ HYDRAULIC CYLINDERS - check operation, leaks, ram condition, mounts, pins, bushings, condition of hoses and lines.
- 9___ BOOM - check lift, swivel, swing, extension action, roller adjustment, wear, cracks and breaks.
- 10___ HYDRAULIC SYSTEM - check pumps, valves, gauges, lines, and hoses, for proper operation and leaks.
- 11___ TRACKS AND CHAINS - check adjustment, check rollers, idlers, sprockets, pins, bushings, drive chains, rails, pads and bolts for wear.
- 12___ FRAME - check braces, springs, equalizer beam pins and bushings, bolts loose or missing.
- 13___ LEAKS - visually check engine compartment, gear cases, backing plates, hydraulic and fuel tanks and lines for leaks.
- 14___ CHASSIS AND ATTACHMENTS - service all fittings, oil and check condition of all control linkage.
- 15___ BODY - lubricate all door hinges, striker plates, latches, door lock cylinders.
- 16___ ENGINE - change oil and oil filter ____ Quarts.
- 17___ AIR CLEANER - check and clean or replace.
- 18___ AIR COMPRESSOR - clean intake, check filter, check mounting bolts.
- 19___ AIR RESERVOIR - drain, check safety valve.
- 20___ AIR BRAKES - replace booster air filter.
- 21___ FUEL FILTERS - drain water and sediment, change filters.
- 22___ FUEL TANKS - drain water and sediment.
- 23___ BRAKE MASTER CYLINDER - check fluid level.
- 24___ HYDRAULIC SYSTEM - change fluid, clean strainers, clean or replace filters ____ Quarts
- 25___ DIFFERENTIALS - change fluid, clean breathers ____ Quarts.
- 26___ TRANSMISSION, AUXILIARY TRANSMISSION, GEAR BOXES, TRANSFER CASES - change fluid ____ Quarts.
clean breathers.
- 27___ POWER STEERING - check fluid level.
- 28___ DRIVE BELTS AND HOSES - replace.
- 29___ RADIATOR - drain, flush and recharge ____ Quarts.
- 30___ COOLING FAN - check for cracked or bent blades.
- 31___ EXHAUST SYSTEM - check for cracks, leaks, and loose connections.
- 32___ BATTERY - check condition, fluid level, cables and terminals.
- 33___ WIRING AND CONNECTIONS- check for cracked or bare wiring.
- 34___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
INDUSTRIAL WHEELED TRACTOR
INDUSTRIAL WHEELED TRACTOR W/LOADER
INDUSTRIAL WHEELED TRACTOR W/ LOADER/BACKHOE

A Service – 12 Months / 100 Hours

Vehicle No. _____ Mileage _____ Date _____

Perform services in order listed. Place (√) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS – check all instruments, gauges, switches, controls and warning devices.
- 2___ LIGHTS – check all lights.
- 3___ SEAT BELTS – check fabric, buckles and mounts.
- 4___ BATTERY – check condition, cables and terminals.
- 5___ STEERING – check for looseness.
- 6___ BRAKE AND CLUTCH – check adjustment and operation.
- 7___ HYDRAULIC SYSTEM – check action.
- 8___ LIGHTS – check mountings and lenses.
- 9___ BUCKETS – check condition of cutting edges, teeth, wear plates, and bucket body.
- 10___ CYLINDERS – check for leaks, ram condition, pins and mounts, hoses and connections leaking or damaged.
- 11___ FRAME /HITCH – check for bent lifting frames and stabilizer frame arms and braces, pins and bushings,
check roll over protective structure.
- 12___ WHEELS AND TIRES – check tire condition, tighten lug bolts, and check air pressure.
- 13___ PTO – check safety shield and guards.
- 14___ MAIN FRAME – check for cracks, bolts loose or missing.
- 15___ FRONT AXLE – check for loose bolts or U-bolts, check toe-in.
- 16___ DRIVE LINE – service all fittings, attachment pivot points, oil control linkage.
- 17___ ENGINE – change oil _____Quarts.
- 18___ PRECLEANER – clean.
- 19___ AIR CLEANER – check and clean.
- 20___ FUEL FILTER – drain water and sediment.
- 21___ AIR CLEANER – check and drain _____Quarts.
- 22___ POWER STEERING – check fluid level _____Pints.
- 23___ RADIATOR – check coolant level and condition, check outside condition, check water filter.
- 24___ DRIVE BELTS AND HOSES – check tension and serviceability.
- 25___ EXHAUST SYSTEM – check manifold, muffler and connections for leaks.
- 26___ COOLING FAN – check for cracked or bent blades.
- 27___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
INDUSTRIAL WHEELED TRACTOR
INDUSTRIAL WHEELED TRACTOR W/LOADER
INDUSTRIAL WHEELED TRACTOR W/ LOADER/BACKHOE

B Service – 3 Months / 300 Hours

Vehicle No. _____ Mileage _____ Date _____

Perform services in order listed. Place (✓) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory

- 1___ INSTRUMENTS AND CONTROLS - check all instruments, gauges, switches, controls & warning devices.
- 2___ LIGHTS - check all lights.
- 3___ SEAT BELTS - check fabric, buckles and mounts.
- 4___ BATTERY - check condition, cables and terminals.
- 5___ STEERING - check for looseness.
- 6___ BRAKE AND CLUTCH - check adjustment and operation.
- 7___ HYDRAULIC SYSTEM - check action.
- 8___ LIGHTS - check mountings and lenses.
- 9___ CYLINDERS - check for leaks, ram condition, pins and mounts, hoses and connection leaking or damaged.
- 10___ FRAMES/HITCH - check for bent lifting frames and stabilizer frame arms and braces, pins and bushings, check roll over protective structure.
- 11___ WHEELS AND TIRES - check tire condition, tighten lug bolts, and check air pressure.
- 12___ PTO - check safety shield and guards.
- 13___ MAIN FRAME - check for cracks, bolts loose or missing, check all gear housing mounting bolts.
- 14___ FRONT AXLE - check for loose bolts or U-bolts, check toe-in.
- 15___ DRIVE LINE - service all fittings, attachment pivot points, oil control linkage, lubricate Control levers and pivots.
- 16___ ENGINE - change oil and filter _____ Pints.
- 17___ PRE-CLEANER - clean
- 18___ AIR CLEANER - check and clean.
- 19___ FUEL FILTER - drain, clean valve filters.
- 21___ AIR CLEANER - check and drain _____ Quarts.
- 22___ TORQUE CONVERTER - check fluid _____ Pints.
- 23___ BRAKE MASTER CYLINDER - check fluid.
- 24___ TRANSMISSION - check level _____ Pints.
- 25___ REAR AXLE - check level _____ Pints.
- 26___ POWER STEERING - check fluid _____ Pints.
- 27___ RADIATOR - check coolant level and condition, check outside condition _____ Quarts.
- 28___ DRIVE BELTS AND HOSES - check tension and serviceability.
- 29___ EXHAUST SYSTEM - check manifold, muffler and connections for leaks.
- 30___ COOLING FAN - check for cracked or bent blades.
- 31___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
INDUSTRIAL WHEELED TRACTOR
INDUSTRIAL WHEELED TRACTOR W/LOADER
INDUSTRIAL WHEELED TRACTOR W/ LOADER/BACKHOE

C Service – 72 Months / 600 Hours

Vehicle No. _____ Mileage _____ Date _____

Perform services in order listed. Place (√) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS - check all instruments, gauges, switches, controls & warning devices.
- 2___ LIGHTS - check all lights.
- 3___ SEAT BELTS - check fabric, buckles and mounts.
- 4___ BATTERY - check condition, cables and terminals.
- 5___ STEERING - check for looseness.
- 6___ BRAKE AND CLUTCH - check adjustment and operation.
- 7___ HYDRAULIC SYSTEM - check action.
- 8___ WIRING - check for cracked or bare wiring.
- 9___ LIGHTS - check mountings and lenses.
- 10___ CYLINDERS - check for leaks, ram condition, pins and mounts, hoses and connections leaking or damaged.
- 11___ FRAMES / HITCH - check for bent lifting frames and stabilizer frame arms and braces, pins and bushings, check roll over protective structure.
- 12___ WHEELS AND TIRES - check tire condition, tighten lug bolts, and check air pressure.
- 13___ PTO - check safety shield and guards.
- 14___ MAIN FRAME - check for cracks, bolts loose or missing.
- 15___ FRONT AXLE - check for loose bolts or U-bolts, check toe-in.
- 16___ DRIVE LINE - service all fittings, attachment pivot points, oil control linkage, lubricate control levers and pivots and shaft splines.
- 17___ FRONT WHEELS - check bearings.
- 18___ ENGINE - change oil and filter _____ Pints.
- 19___ PRE-CLEANER - clean
- 20___ AIR CLEANER - replace element.
- 21___ FUEL FILTER - replace filter elements.
- 22___ HYDRAULIC SYSTEM - change fluid, replace filters, clean screens and strainers _____ Quarts.
- 23___ TORQUE CONVERTER - change fluid _____ Quarts.
- 24___ TRANSMISSION - change fluid and filters _____ Pints. Adjust bands.
- 25___ REAR AXLE - change oil/grease bearings _____ Quarts.
- 26___ HYDROVAC - change oil, filter, lubricate cylinder _____ Quarts.
- 27___ RADIATOR - drain, flush & recharge, add rust inhibitors _____ Quarts.
- 28___ POWER STEERING - change filter, check fluid _____ Pints.
- 29___ CRANKCASE VENT TUBE - clean.
- 30___ AIR CLEANER - check and drain _____ Quarts.
- 31___ BRAKE MASTER CYLINDER - check fluid.
- 32___ DRIVE BELTS AND HOSES - check tension and serviceability.
- 33___ EXHAUST SYSTEM - check manifold, muffler and connections for leaks.
- 34___ COOLING FAN - check for cracked or bent blades.
- 35___ WIRING - check for cracked or bare wiring.
- 36___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
UTILITY TRACTOR, WHEELED/FORKLIFT

A Service – 4 Months / 100 Hours

Vehicle No. _____ **Mileage** _____ **Date** _____

Perform services in order listed. Place (✓) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS – check all instruments, gauges, switches, controls and warning devices.
- 2___ LIGHTS – check all lights.
- 3___ SEAT BELTS – check fabric and buckles.
- 4___ BATTERY – check condition, cables and terminals.
- 5___ STEERING – check for looseness.
- 6___ BRAKES AND CLUTCH – check adjustment and operation.
- 7___ HYDRAULIC SYSTEM – check action.
- 8___ LIGHTS – check mountings and lenses.
- 9___ WHEELS AND TIRES – check tire condition, tighten lug bolts, check air pressure.
- 10___ HITCH – check arms, braces, bent or broken framing.
- 11___ HYDRAULIC CYLINDERS – check operation, leaks, ram condition, damaged hoses and lines.
- 12___ FRAME – check roll over protective structure.
- 13___ PTO – check safety shield and guards.
- 14___ MAIN FRAME – check for cracks, bolts loose or missing.
- 15___ FRONT AXLE – check for loose bolts or U-bolts, check toe-in.
- 16___ DRIVE LINE – service all fittings, oil all control linkage, levers and pivots.
- 17___ ENGINE – change oil and oil filter _____ Quarts.
- 18___ AIR CLEANER – check and clean.
- 19___ FUEL FILTERS AND SEDIMENT BOWLS – drain water and sediment
- 20___ BRAKE MASTER CYLINDER – check fluid.
- 21___ TRANSMISSION – check fluid level _____ Pints.
- 22___ POWER STEERING – check fluid level _____ Pints.
- 23___ REAR AXLE – check fluid level _____ Pints.
- 24___ HYDRAULIC SYSTEM – check fluid level _____ Pints.
- 25___ RADIATOR – check coolant level and condition, check outside condition _____ Quarts.
- 26___ DRIVE BELTS AND HOSES – check tension and serviceability.
- 27___ EXHAUST SYSTEM – check manifold, muffler and connections for leaks.
- 28___ COOLING FAN – check for cracked or bent blades.
- 29___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
UTILITY TRACTOR, WHEELED/FORKLIFT

B Service – 8 Months / 200 Hours

Vehicle No. _____ Mileage _____ Date _____

Perform services in order listed. Place (√) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ INSTRUMENTS AND CONTROLS – check all instruments, gauges, switches, controls and warning devices.
- 2___ LIGHTS – check all lights.
- 3___ SEAT BELTS – check fabric, buckles and mounts.
- 4___ BATTERY – check condition, cables and terminals.
- 5___ STEERING – check for looseness.
- 6___ BRAKE AND CLUTCH – check adjustment and operation.
- 7___ HYDRAULIC SYSTEM – check action.
- 8___ LIGHTS – check mountings and lenses.
- 9___ WHEELS AND TIRES – check tire condition, tighten lug bolts, and check air pressure.
- 10___ HITCH – check arms, braces, bent or broken framing.
- 11___ HYDRAULIC CYLINDERS – check operation leaks, ram condition, damaged hoses and lines.
- 12___ FRAME – check roll over protective structure.
- 13___ PTO – check safety shield and guards.
- 14___ MAIN FRAME – check for cracks, bolts loose or missing, check all gear housing mounting bolts.
- 15___ FRONT AXLE – check for loose bolts or U-bolts, check toe-in.
- 16___ DRIVE LINE – service all fittings, oil all control linkage, levers and pivots.
- 17___ ENGINE – change oil and oil filter _____ Quarts.
- 18___ AIR CLEANER – check and clean.
- 19___ FUEL SYSTEM – change oil in fuel pump, clean breather, drain water and sediment.
- 20___ CRANKCASE VENT TUBE – remove and clean.
- 21___ BRAKE MASTER CYLINDER – check fluid.
- 22___ TRANSMISSION – check fluid level _____ Pints.
- 23___ POWER STEERING – check fluid level _____ Pints.
- 24___ REAR AXLE – check fluid level _____ Pints.
- 25___ HYDRAULIC SYSTEM – check fluid level _____ Pints.
- 26___ RADIATOR – check coolant level and condition, check outside condition _____ Quarts.
- 27___ DRIVE BELTS AND HOSES – check tension and serviceability.
- 28___ EXHAUST SYSTEM – check manifold, muffler and connections for leaks.
- 29___ COOLING FAN – check for cracked or bent blades.
- 30___ Replace PM Service sticker

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
UTILITY TRACTOR, WHEELED/FORKLIFT

C Service – 12 Months / 500 Hours

Vehicle No. _____ Mileage _____ Date _____

Perform services in order listed. Place (✓) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

1___ INSTRUMENTS AND CONTROLS – check all instruments, gauges, switches, controls and warning devices.

2___ LIGHTS – check all lights.

3___ SEAT BELTS – check fabric, buckles and mounts.

4___ BATTERY – check condition, cables and terminals.

5___ STEERING – check for looseness.

6___ BRAKE AND CLUTCH – check adjustment and operation.

7___ HYDRAULIC SYSTEM – check action.

8___ WIRING – check for cracked or bare wiring.

9___ LIGHTS – check mountings and lenses.

10___ HITCH – check arms, braces, bent or broken framing.

11___ HYDRAULIC CYLINDERS – check operation - leaks, ram condition, damaged hoses and lines.

12___ FRAME – check roll over protective structure.

13___ PTO – check safety shield and guards.

14___ MAIN FRAME – check for cracks, bolts loose or missing, check all gear housing mounting bolts.

15___ FRONT AXLE – check for loose bolts or U-bolts, check toe-in.

16___ DRIVE LINE – service all fittings, oil all control linkage, levers and pivots.

17___ WHEELS – check bearings, check tire condition, check air pressure.

18___ ENGINE – change oil and oil filter _____ Quarts.

19___ AIR CLEANER – replace

20___ FUEL FILTERS – change element.

21___ SEDIMENT BOWL – drain water and sediment.

22___ POWER STEERING – change fluid level _____ Quarts.

23___ TRANSMISSION – change fluid and filter _____ Quarts.

24___ REAR AXLE – change fluid, repack bearings _____ Quarts.

25___ HYDRAULIC SYSTEM – change fluid and filters _____ Quarts.

26___ COOLING SYSTEM – clean, flush, recharge

27___ BRAKE MASTER CYLINDER – check fluid.

28___ DRIVE BELTS AND HOSES – replace.

29___ EXHAUST SYSTEM – check manifold, muffler and connections for leaks.

30___ COOLING FAN – check for cracked or bent blades.

31___ WIRING – check for cracked or bare wiring.

32___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT B
TRAILERS, LOWBOY, VAN FLATBED, TANKS

A, B, C Service – 4 Months / 8 Months / 12 Months

Vehicle No. _____ **Mileage** _____ **Date** _____

Perform services in order listed. Place (✓) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory.

- 1___ LIGHTS – check all lights, reflectors, wiring and receptacles.
- 2___ LUNETTE AND HITCHES – check for cracks, loose bolts, wear.
- 3___ KING PIN OR FIFTH WHEEL – check for broken welds, loose bolts, locking devices.
- 4___ LANDING GEAR – check pads, wheels, gear boxes, legs, mounting bolts, broken welds, ratchets and Operation.
- 5___ BRAKES, HAND AND SERVICE – check control, receptacle, linkage, wiring and operation.
- 6___ BRAKES, AIR – check receptacle, lines, tank, linkage, diaphragms.
- 7___ BODY – check flooring, inside and outside walls, doors, hinges, tie down rings, rub rail, ramps, tank condition.
- 8___ FRAME – check goose neck, main beams, cross members, welds, cracks, loose bolts.
- 9___ SUSPENSION – check axles, springs, radius rods, hangers, bushings, U-bolts, welds and rivets.
- 10___ WHEELS AND TIRES – check lugs, rims, tire condition, adjust or check wheel bearings, check brake drums and lining, check air pressure.
- 11___ LUBRICATE – service all fittings, oil or grease all contact points, oil all linkage and pivots.
- 12___ Replace PM Service sticker.

Any remarks regarding this vehicle should be made in this area.

Shop Supervisor's Signature

Mechanic's Signature

EXHIBIT “C”
MOBILE EQUIPMENT SUPPLY SPECIFICATIONS
FOR TYPE A, B AND C SERVICES

- I. FILTERS (automotive, air, coolant, oil, fuel, transmission, hydraulic, etc.) shall be ALLIED SIGNAL FRAM FILTERS (REF: Catalog LF3-MHDAC1 Issued 2003) or its approved equivalent.
- II. Belts, Hoses, etc. for each vehicle and/or equipment shall be cross referenced and verified using the Vehicle Identification Number (VIN) prior to use (see, Exhibit E).
- III. FLUIDS: All fluids must meet or exceed the vehicle manufacturer’s recommendation. This information can be obtained from the vehicle/equipment owner’s manual.
 - a. **ANTIFREEZE** – No recycled antifreeze will be used during any services.
 - b. **MOTOR OIL**
CHEVRON HEAVY DUTY MOTOR OIL
(DELO 400 MULTIGRADE) SAE 15W-40
API Service CH-4, CG-4, CF-4, CE, CD/SJ, SH
or must meet or exceed API CH-4 Performance.
 - c. **TRACTOR FLUID**
COASTAL MULTITRAC TRACTOR FLUID or must meet or exceed
ALLIS-CHALMERS PF-821 FORD M2C86-B; M2C134C
ALLISON C-4 M.F. PERMATRAN III
CATERPILLAR TO-2 KUBOTA UTF
DEVTZ HTF JOHN DEERE J 20-C; 303
J1 CASE MS-1206, PTF QUATROL
MS-1210, TCH
 - d. **TRANSMISSION FLUID**
COASTAL DEXRON III MERCON ATF or must meet or exceed
ALLISON C-4 and CATERPILLAR TO-2
 - e. **HYDRAULIC FLUID**
COASTAL PREMIUM HYDRAULIC AW 46 or must meet or exceed
DENISON HF-0 & HF-Z
VICKERS M-290-S & I-286-S
CINCINNATI MILACRON P-70
- IV. **PACKING GREASE**
CHEVRON ULTRA – DUTY GREASE
EP NLGI 2
Anti Wear
- V. **REAR END GEAR**
CHEVRON RPM UNIVERSAL GEAR LUBRICANT SAE 80W-90 or must meet or exceed
MIL-L-2105D
MACK GO-G
MACK GO-H

EXHIBIT "E"

MOBILE EQUIPMENT LIST

DOT NO.	YEAR	MAKE	DESCRIPTION	VIN/SERIAL NUMBER	PROJECTED SERVICES
2829	1992	Ford	8 Yard Dump	YU82A9NVA27909	2-A, 1-B, 2-A, 1-C
7153	1993	Ford	8 Yard Dump	1FDYW82E5PVA26580	2-A, 1-B, 2-A, 1-C
7365	1993	Ford	8 Yard Dump	YW82EXPVA31080	2-A, 1-B, 2-A, 1-C
10899	1992	John Deere	2 Yd Wheel Loader	DW544GD540934	2-A, 1-B, 2-A, 1-C
11018	1994	Ford	85 HP Tractor	BD6380	2-A, 1-B, 2-A, 1-C
11053	1994	John Deere	2 Yd Wheel Loader	DW544GB544170	2-A, 1-B, 2-A, 1-C
11230	1995	Ford	6640 Tractor	LMT2802950003	2-A, 1-B, 2-A, 1-C
11341	1996	Champion	Motor Grader	X026373X	2-A, 1-B, 2-A, 1-C
11360	1996	Hyster	Forklift	D001H0319T	2-A, 1-B, 2-A, 1-C
11373	1996	JCB	Forklift	661828	2-A, 1-B, 2-A, 1-C
11974	2011	John Deere	Tractor Loader Backhoe	1T0310JXPA0191357	2-A, 1-B, 2-A, 1-C
22615	1994	Wallace	Trailer 35 Ton	LBT35270009400197	2-A, 1-B, 2-A, 1-C
25586	1999	International	Crew Cab Truck/Dump	1HTSCABL0XH647820	2-A, 1-B, 2-A, 1-C
26039	1999	International	8 Yard Dump	1HTSHAAR2XH647289	2-A, 1-B, 2-A, 1-C
26040	1999	International	8 Yard Dump	IHTSHAAR9XH647290	2-A, 1-B, 2-A, 1-C
26994	2000	Sterling	8 Yard Dump	2FZN4LBB5YAH16031	2-A, 1-B, 2-A, 1-C
28902	2003	Pitts	Trailer 35 Ton	5JYLB35252P030657	2-A, 1-B, 2-A, 1-C
28913	2004	International	Crew Cab Truck/Dump	1HTMPAFL04H614478	2-A, 1-B, 2-A, 1-C
28920	2004	International	Crew Cab Truck/Dump	1HTMPAFL94H614477	2-A, 1-B, 2-A, 1-C
29065	2005	International	8 Yard Dump	1HTWHAARX5J033551	2-A, 1-B, 2-A, 1-C
29067	2005	International	Crew Cab Truck/Dump	1HTMPAFL75H694752	2-A, 1-B, 2-A, 1-C
29902	2006	Sterling	8 Yard Dump	2FZHATBS07AX15135	2-A, 1-B, 2-A, 1-C
31174	2008	Caterpillar	Skid Steer Loader	CAT0287CCMA201537	2-A, 1-B, 2-A, 1-C
31497	2010	Gradall	Excavator	3140000290	2-A, 1-B, 2-A, 1-C
32102	2016	Freightliner	Tractor Tandem Axle	1FUJC5DV1GHHD4311	2-A, 1-B, 2-A, 1-C

EXHIBIT “F” BID SHEET

PREVENTATIVE MAINTENANCE SERVICES FOR MOBILE EQUIPMENT ABOVE 1 TON

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

Equipment Description	No. of Equipment	TYPE A Unit Price	TYPE B Unit Price	TYPE C Unit Price	Total Price for A, B, & C
8 Yard Dump	8	\$	\$	\$	\$
2 Yd Wheel Loader	2	\$	\$	\$	\$
85 HP Tractor	1	\$	\$	\$	\$
6640 Tractor	1	\$	\$	\$	\$
Motor Grader	1	\$	\$	\$	\$
Forklift	2	\$	\$	\$	\$
Tractor Loader Backhoe	1	\$	\$	\$	\$
Trailer 35 Ton	2	\$	\$	\$	\$
Tractor Tandem Axle	1	\$	\$	\$	\$
Crew Cab Truck/Dump	4	\$	\$	\$	\$
Skid Steer Loader	1	\$	\$	\$	\$
Excavator	1	\$	\$	\$	\$
TOTAL BID AMOUNT FOR A, B, & C					\$

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

MFMP Transaction Fee:

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

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

EXHIBIT "F" BID SHEET

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

Vendor: _____ FEID #: _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ Email: _____

Authorized Signature: _____ Date: _____

Printed/Typed Name: _____ Title: _____

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

EXHIBIT "G"

METHOD OF COMPENSATION

1.0 PURPOSE:

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

2.0 COMPENSATION:

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

3.0 PROGRESS PAYMENTS:

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

4.0 DETAILS OF COSTS AND FEES:

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

5.0 TANGIBLE PERSONAL PROPERTY:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

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

Procurement Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

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

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

OR

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

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

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

Date: _____

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

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

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

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

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

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

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

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

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

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

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

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

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

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

375-040-18
PROCUREMENT
03/17

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

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

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

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

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

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

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

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

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

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

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

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the

2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or _____, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

Other: See Exhibit "A"

B RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

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

3. COMPENSATION AND PAYMENT

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

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

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

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

No general liability insurance is required.

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

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

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

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

No Bond is required.

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

- E. **CERTIFICATION.**

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

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

5. COMPLIANCE WITH LAWS

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

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

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

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

Select District and hit TAB key

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

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

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

6. TERMINATION AND DEFAULT

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

7. ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

(Print/Type)

Title: _____

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

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

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

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

Certified By: _____

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

Authorized Signature Print Name and Title: _____

Date: _____