

**FLORIDA DEPARTMENT OF  
TRANSPORTATION**



ITB-DOT-15/16-8008-RM

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

FOR

POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0

FPID: 192687-1-7B-01

## ADVERTISEMENT

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

Sealed Invitation to Bid Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Tuesday, December 8, 2015**, for the following project:

#### **BID NO. ITB-DOT-15/16-8008-RM**

**SCOPE OF SERVICES:** The Florida Department of Transportation (FDOT) Turnpike Enterprise requires the services of a licensed Vendor to provide all labor, materials, equipment and incidentals necessary to perform repair, installation, maintenance, inspection and reporting, extension, alteration and video/camera services of sanitary sewer and storm sewer systems, plumbing venting systems, plumbing wastewater systems, water supply systems, irrigation systems, septic systems, drainage, lift stations sanitary force mains, supply wells and all appurtenances, etc.; maintenance, repair, testing and certification of back-flow preventers; removal and disposal services for holding tanks, wet wells, septic tanks and drain fields, lift stations and manholes along Polk Parkway (S.R. 570) from Milepost 0.0 to Milepost 24.5, Veteran's Expressway (S.R. 589) Milepost 0.0 to Milepost 16.6 and Suncoast Parkway (S.R. 589) Milepost 16.7 to Milepost 61.0.

#### **Vendor's Qualifications**

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

##### 1. Certification and Registration

- The Vendor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as a Plumbing Contractor in strict accordance with Chapter 489, Florida Statutes.
- The Vendor or sub-vendor shall hold a valid and current certificate/license as an Electrical Contractor issued by the Florida Department of Business and Professional Regulation, in strict accordance with Chapter 489, Florida Statutes.
- The Vendor or sub-vendor shall provide an individual(s) currently holding a valid Class "C" Wastewater Collection Certification issued by the Florida Water and Pollution Control Operators Association, Operators Voluntary Certification Program, to perform the work specified herein on all lift stations covered under this Contract.
- The Vendor and/or sub-vendor shall hold valid and current certificates for Backflow Repair and Backflow Testing issued by the Florida Department of Business and Professional Regulation, authorizing the Vendor and/or sub-vendor to perform the work specified in this Contract.
- All journeymen performing work on the project shall be duly licensed by the city or counties, as appropriate, where the work is to be performed.
- The Vendor shall not allow any unlicensed personnel (e.g. apprentice, trainees, and helpers) at the worksite without direct supervision of the appropriate licensed personnel.
- All sub-vendors shall be properly licensed meeting the requirements under the respective trade category for the work to be performed under this Contract and shall submit documentation of the work experience with the bid package.

2. Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). If awarded the Contract, the Vendor shall be required to provide the Department verification of a Business Tax Receipt in the counties (Hillsborough, Pasco, Hernando and Polk) the services are being provided prior to contract execution.

3. Certification of Experience

The organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been actively involved in the type of business requested for a minimum of three (3) years. Prior experience shall specifically be related to maintenance of commercial facilities similar in size, technical scope and volume of work to that specified in the scope of work for this Contract. Submit documentation of the work experience with the bid package.

The Department will review carefully to determine if the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract.

All payment(s) to the Vendor resulting from this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. However, all vendors should be aware that effective November 1<sup>st</sup>, 2015 through July 1<sup>st</sup>, 2016, in accordance with Senate Bill 2502-A, the Transaction Fee will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

**MANDATORY PRE-BID CONFERENCE:** The Department will convene a MANDATORY PRE-BID MEETING for this Invitation to Bid (ITB) on **Wednesday, November 18, 2015 at 10:30 a.m.** The meeting will be held at the Polk Parkway Maintenance Office, 3001 Waterfield Circle, Lakeland, FL 33803. The telephone number is (813) 299-3427. **FAILURE OF A BIDDER TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN REJECTION OF THE BID. Bring a copy of the full advertisement package to the meeting.**

**HOW TO APPLY:** Prospective bidders may obtain a complete Invitation to Bid (ITB), including specifications and general bid conditions for the above-referenced project by copying the link below into your browser:

[http://myflorida.com/apps/vbs/vbs\\_www.search\\_r1.matching\\_ads\\_page](http://myflorida.com/apps/vbs/vbs_www.search_r1.matching_ads_page)

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

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

<http://myflorida.com>

Click on "Business"

Click on "Doing Business with the State"

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

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

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.

State of Florida  
Department of Transportation  
Contractual Services Office  
P.O. Box 613069  
Ocoee, Florida 34761

**INVITATION TO BID REGISTRATION**

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**PLEASE COMPLETE AND RETURN THIS FORM ASAP**

**FAX TO (407) 264-3058 OR E-MAIL TO ROBIN MORGAN at [robin.morgan@dot.state.fl.us](mailto:robin.morgan@dot.state.fl.us)**

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Bid Number: ITB-DOT-15/16-8008-RM

Title: Maintenance, Repair and Installation of Plumbing Systems and Lift Stations

Bid Due Date & Time (On or Before): Tuesday, December 8, 2015 - 2:30PM

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (407) 264-3058, or e-mail to Robin Morgan at [robin.morgan@dot.state.fl.us](mailto:robin.morgan@dot.state.fl.us)

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

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

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

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

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

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

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

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

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**



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FPID: 192687-1-7B-01

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**State of Florida  
Department of Transportation**



INVITATION TO BID

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

**ITB-DOT-15/16-8008-RM**

**MAIL BIDS, ADMINISTRATIVE  
AND TECHNICAL QUESTIONS TO:**  
Robin Morgan, Procurement Agent  
Florida Department of Transportation  
Florida's Turnpike Enterprise  
P.O. Box 613069  
Ocoee, FL 34761-3069  
Phone: (407) 264-3697  
Fax: (407) 264-3058  
Email: [robin.morgan@dot.state.fl.us](mailto:robin.morgan@dot.state.fl.us)

**SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:**  
Robin Morgan  
Florida's Turnpike Enterprise  
Florida's Turnpike, Milepost 263.0  
Building No. 5315, Turkey Lake Service Plaza  
Ocoee, Florida 34761-3069

# INTRODUCTION SECTION

## 1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide all labor, materials, equipment and incidentals necessary to perform repair, installation, maintenance, inspection and reporting, extension, alteration and video/camera services of sanitary sewer and storm sewer systems, plumbing venting systems, plumbing wastewater systems, water supply systems, irrigation systems, septic systems, drainage, lift stations sanitary force mains, supply wells and all appurtenances, etc., maintenance, repair, testing and certification of back-flow preventers; removal and disposal services for holding tanks, wet wells, septic tanks and drain fields, lift stations and manholes along Polk Parkway (S.R. 570) from Milepost 0.0 to Milepost 24.5, Veteran's Expressway (S.R. 589) from Milepost 0.0 to Milepost 16.6 and Suncoast Parkway (S.R. 589) from Milepost 16.7 to Milepost 61.0. It is anticipated that the term of the contract will begin on or about January 1, 2016 and be effective for 12 months thereafter.

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

## 2) TIMELINE

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

Activity	Date / Time	Location
<b>Mandatory</b> Pre-Bid Meeting for Interested Firms (See Note 1)	Wednesday November 18, 2015 10:30 a.m. <b>Bring a copy of this package to the meeting.</b>	Polk Parkway Maintenance Office 3001 Waterfield Circle Lakeland, Florida 33803 (813) 299-3427
<b>DEADLINE FOR TECHNICAL QUESTIONS</b>  (There is no deadline for administrative questions)	Tuesday December 1, 2015 5:00 p.m.	Via email to <a href="mailto:robin.morgan@dot.state.fl.us">robin.morgan@dot.state.fl.us</a> Reference ITB-DOT-15/16-8008-RM. in the subject box.
<b>BIDS DUE</b> PUBLIC OPENING (See Note 1 and Note 2)	<b>On or Before</b> Tuesday December 8, 2015 2:30 p.m.	Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza Bldg. 5315 Ocoee, Florida 34761
Posting of Intended Award	Tuesday, December 15, 2015, 5:00 p.m. through Friday December 18, 2015, 5:00 p.m.	Internet's Vendor Bid System

Note 1: All meetings listed in Timeline, are open to the public.

Note 2: 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. Bids which for any reason are not so delivered will not be considered.



### **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 attached Form PUR 1000 General Contract Condition #14. However, all vendors should be aware that effective November 1<sup>st</sup>, 2015 through July 1<sup>st</sup>, 2016, in accordance with Senate Bill 2502-A, the Transaction Fee will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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

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

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

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

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

**WRITTEN TECHNICAL QUESTIONS** should be submitted to:

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

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

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

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

**5) DIVERSITY ACHIEVEMENT**

**MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION**

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

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

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

**6) SCOPE OF SERVICES**

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

**7) INTENDED AWARD**

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

## 8) MANDATORY PRE-BID CONFERENCE

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

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

## 9) QUALIFICATIONS

### 9.1 GENERAL

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

#### 9.1.1 Certification and Registration

- The Vendor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as a Plumbing Contractor in strict accordance with Chapter 489, Florida Statutes.
- The Vendor or sub-vendor shall hold a valid and current certificate/license as an Electrical Contractor issued by the Florida Department of Business and Professional Regulation, in strict accordance with Chapter 489, Florida Statutes.
- The Vendor or sub-vendor shall provide an individual(s) currently holding a valid Class "C" Wastewater Collection Certification issued by the Florida Water and Pollution Control Operators Association, Operators Voluntary Certification Program, to perform the work specified herein on all lift stations covered under this Contract.
- The Vendor and/or sub-vendor shall hold valid and current certificates for Backflow Repair and Backflow Testing issued by the Florida Department of Business and Professional Regulation, authorizing the Vendor and/or sub-vendor to perform the work specified in this Contract.
- All journeymen performing work on the Project shall be duly licensed by the city or counties, as appropriate, where the work is to be performed.
- The Vendor shall not allow any unlicensed personnel (e.g. apprentice, trainees, and helpers) at the worksite without direct supervision of the appropriate licensed personnel.
- All sub-vendors shall be properly licensed meeting the requirements under the respective trade category for the work to be performed under this Contract and shall submit documentation of the work experience with the bid package.

#### 9.1.2 Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). If awarded the Contract, the Vendor shall

be required to provide the Department verification of a Business Tax Receipt in the counties (Hillsborough, Pasco, Hernando and Polk) the services are being provided prior to contract execution.

### 9.1.3 Certification of Experience

The organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been actively involved in the type of business requested for a minimum of three (3) years. Prior experience shall specifically be related to maintenance of commercial facilities similar in size, technical scope and volume of work to that specified in the scope of work for this Contract. Submit documentation of the work experience with the bid package.

The Department will review carefully to determine if the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract.

## 9.2 BIDDER QUALIFICATIONS

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

## 9.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

## 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

## 9.5 E-VERIFY

Vendors/Contractors:

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

## 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 criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

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

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

## 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, Robin Morgan, Florida's Turnpike Headquarters, Florida's Turnpike M.P. 263.0, Turkey Lake Service Plaza, Bldg. 5315, Ocoee, Florida 34761** within ten (10) days after the ending date of the period for posting the intended award decision.

( ) No general liability insurance is required.

(X) The Vendor must carry and keep in force during the period of this Contract a general liability insurance policy or policies with a company authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least \$ (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.

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

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

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

**12) PERFORMANCE BOND**

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

**13) METHOD OF COMPENSATION**

View Exhibit "B," Method of Compensation.

**14) CONTRACT DOCUMENT**

**STANDARD WRITTEN AGREEMENT**

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

**15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS**

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

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

**16) PROTEST OF INVITATION TO BID SPECIFICATIONS**

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

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

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

## 17) UNAUTHORIZED ALIENS

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

## 18) SCRUTINIZED COMPANIES LISTS

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

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

## 19) RESERVATIONS

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

## 20) ADDITIONAL TERMS & CONDITIONS

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

## 21) RESPONSIVENESS OF BIDS

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

## 22) BID SHEET

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

## **23) ESTIMATED QUANTITIES**

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

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

Whenever two (2) or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

## **25) COPYRIGHTED MATERIAL**

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

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

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number ITB-DOT-15/16-8008-RM - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

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

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

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

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

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



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

### **29.1 - General:**

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

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

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

### **29.2 - Inability to Post:**

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

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

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

## **30) AWARD OF THE CONTRACT**

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

- a) Standard Written Agreement executed by both parties.

## **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**

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

**33) TERMS AND CONDITIONS**

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

- Standard Written Agreement
- Special Conditions
- Exhibit “A” – Scope of Services
- Exhibit “B” – Method of Compensation
- Exhibit “C” – Bid Blank
- Attachments
- Instructions to Respondents (PUR1001)
- General Conditions (PUR1000)

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

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

- Paragraph 31, Dispute Resolution - PUR 1000
- Paragraph 3, Electronic Submission – PUR 1001
- Paragraph 4, Terms and Conditions – PUR1001
- Paragraph 5, Questions – PUR 1001

**35) INSPECTOR GENERAL**

The contractor/consultant/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.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**



PUR 1000 GENERAL CONTRACT CONDITIONS

ITB-DOT-15/16-8008-RM

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

FOR

POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0

FPID: 192687-1-7B-01

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

**Contents**

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2. Purchase Orders.
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43. Cooperative Purchasing.
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46. Execution in Counterparts.
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**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

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

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

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

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

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

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

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

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

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

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist

documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

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

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

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

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

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

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

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

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

**12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

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

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

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

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

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

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

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

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

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records



Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

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

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in

addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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

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

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

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

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

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

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**



PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS

ITB-DOT-15/16-8008-RM

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

FOR

POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0

FPID: 192687-1-7B-01



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

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21. Limitation on Vendor Contact with Agency During Solicitation Period.

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

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

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

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

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

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

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

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

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

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

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

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and

- transacting business with any public entity in excess of the Category Two threshold amount thirty-five thousand (\$35,000) provided in section 287.017 of the Florida Statutes.

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

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

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

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state

- antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The Respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its bid.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

The Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. The Respondent may be disqualified from receiving awards if the Respondent, or anyone in Respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not

mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, Respondent is not relieved from fulfilling all Contract requirements.

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

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

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

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

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

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

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

**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad

definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process. Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two (72) hours after the posting of the solicitation.

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

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

**21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**



FORMS

ITB-DOT-15/16-8008-RM

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

FOR

POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0

FPID: 192687-1-7B-01

### CERTIFICATION OF EXPERIENCE DOCUMENTATION

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

\_\_\_\_\_, hereby certify that this Company has been in business for a  
(Name of Business)  
minimum of 3 years and has the experience to perform the services requested by ITB-DOT-15/16-8008-RM.

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

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

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

**Note:** Describe your **related** work experience in detail **for a minimum three (3) year period** required, beginning with your current or most recent project. Use a separate block to describe each project. (Attach additional sheets as necessary.)

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) Owner, President, Vice President or Designated Officer (Corp. Resolution\*) (Title)

of \_\_\_\_\_, hereby certify that;  
(Name of Business)

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

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

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

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

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

**C. Notice of Intent to Sublet**

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

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

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

\*Percentage must not be for more than 60% of contract total

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

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

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

**CONTRACTOR NOTIFICATION**

**TO:** All Contractors  
**FROM:** Turnpike Asbestos Coordinator  
(954) 975-4855  
Pompano Beach, Florida  
**SUBJECT:** ASBESTOS-CONTAINING MATERIALS IN TURNPIKE FACILITIES

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

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

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

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

**ACKNOWLEDGMENT OF ASBESTOS WARNING**

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

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

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

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

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

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

## CORPORATE RESOLUTION OF

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(recite name of Business)

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

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

## CERTIFICATE OF RESOLUTION

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

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

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Signature of Secretary

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Name of Secretary printed or typed

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

ITB-DOT-15/16-8008-RM

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

FOR

POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0

FPID: 192687-1-7B-01

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

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

Financial Project I.D.: 192687-1-7B-01

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

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

Procurement No.: ITB-DOT-15/16-8008-RM

D.M.S. Catalog Class No.: 81141807 / 76121701

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

1. SERVICES AND PERFORMANCE

- A. In connection with providing all labor, materials, equipment and incidentals necessary to perform repair, installation, maintenance, inspection and reporting, extensions, alteration and video/camera services of sanitary sewer and storm sewer systems, plumbing venting systems, plumbing wastewater systems, water supply systems, irrigation systems, septic systems, drainage, lift stations sanitary force mains, supply wells and all appurtenances, etc., maintenance, repair, testing and certification of backflow preventers; removal and disposal services for holding tanks, wet wells, septic tanks and drain fields, lift stations and manholes along Polk Parkway (S.R. 570) from Milepost 0.0 to Milepost 24.5, Veteran's Expressway (S.R. 589) from Milepost 0.0 to Milepost 16.6 and Suncoast Parkway (S.R. 589) from Milepost 16.7 to Milepost 61.0; 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

Executive Director and Chief Executive Officer, Florida's Turnpike Enterprise

## 2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as selected below, 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 12 months 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. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department’s invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department’s Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and the Department’s Disbursement Handbook – For Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.



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

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):
- No general liability insurance is required.
  - The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.
- 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 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 therefore.

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 allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

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

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

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this 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 the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
- (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
  - F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid, proposal, or reply 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.shmt>, 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. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement 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(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

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

B. Select the Appropriate box:

- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

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

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

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

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

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

8. MISCELLANEOUS

A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representative, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontract under this Agreement.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal actions may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendors/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.
- J. Time is of the essence as to each and every obligation under this Agreement.
- K. The following attachments are incorporated and made a part of this agreement: Exhibit “A,” Scope of Services, Exhibit “B,” Method of Compensation, Exhibit “C,” Bid Blank, Attachments “A – F,” PUR1000 and PUR1001
- L. Other Provisions:

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

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

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

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

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

Diane Gutierrez-Scaccetti  
(Print/Type)

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

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

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

\_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**



EXHIBIT "A"

SCOPE OF SERVICES

ITB-DOT-15/16-8008-RM

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

FOR

POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0

FPID: 192687-1-7B-01

EXHIBIT "A"

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

**POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5**  
**VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6**  
**SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0**

**ESTIMATED QUANTITIES CONTRACT**

**1.0 Introduction**

1.1 Description of Services

The work specified under this Contract shall consist of providing all labor, materials, equipment and incidentals necessary to perform repair, installation, maintenance, inspection and reporting, extension, alteration and video/camera services of sanitary sewer and storm sewer systems, plumbing venting systems, plumbing wastewater systems, water supply systems, irrigation systems, septic systems, drainage, lift stations sanitary force mains, supply wells and all appurtenances, etc.; maintenance, repair, testing and certification of back-flow preventers; removal and disposal services for holding tanks, wet wells, septic tanks and drain fields, lift stations and manholes along Polk Parkway (S.R. 570) from Milepost 0.0 to Milepost 24.5, Veteran's Expressway (S.R. 589) from Milepost 0.0 to Milepost 16.6 and Suncoast Parkway (S.R. 589) from Milepost 16.7 to Milepost 61.0.

1.2 Definition of Terms

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

**Contract:** The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract documents form the Contract between the Department and the Vendor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work and the basis of payment.

**Department:** State of Florida Department of Transportation

**Vendor:** The firm selected through the competitive bid process to provide the services requested herein.

**Department's Project/Contract Manager:** The individual employee(s) of the Department responsible for the management of the Contract, scheduling and monitoring of work being performed, inspection and acceptance of services provided and approval for payment of services requested herein.

**Vendor's Project Manager:** The individual employee of the Vendor responsible for the management of the Contract, scheduling and monitoring of work being performed, inspection of services provided and the submission of payment documents for all services requested herein. The Vendor's Project Manager is responsible for all communication with the Department and the Department's Contract Manager.

**Supplemental Agreement:** A written agreement between the Vendor and the Department modifying the Original Contract within the limitations set forth in the Original Contract and as provided for by law.

**Work Document/Authorization:** A work request issued periodically to the Vendor for work required at the Contract locations, describing work and specify pay item quantities authorized to the Vendor to proceed with the work.

**Turnpike Facilities:** Turnpike facilities, include but are not limited to, administrative office, communications buildings, law enforcement offices, maintenance facilities, storage buildings, pump houses, service plazas, office buildings, hub buildings, and toll plazas which included toll buildings, tollbooths, canopies, tech shop buildings, generator buildings, concrete walls, barriers, curbs, walkways and other related buildings and structures within the Department's Right of Way.

**Major Lift Stations:** Those lift stations in the service plazas and/or toll barriers that are subject to a high influent flow.

**Minor Lift Stations:** Those lift stations in the small toll facilities (i.e. ramp toll plazas) that are subject to a low influent flow.

## 2.0 Locations and Site Description

All existing locations are listed in the Attachment "B," attached hereto and hereby made a part of this Contract. A number of locations may be added to or deleted from the Contract, by a Supplemental Agreement during the course of the Contract. Such addition or deletion shall not affect or impact the hourly rates or the mark-up for parts allowance bid by the Vendor.

## 3.0 Vendor's Qualifications

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

### 3.1 Certification and Registration

- A. The Vendor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as a Plumbing Contractor in strict accordance with Chapter 489, Florida Statutes.
- B. The Vendor and/or sub-vendor shall hold a valid and current certificate/license as an Electrical Contractor issued by the Florida Department of Business and Professional Regulation, in strict accordance with Chapter 489, Florida Statutes.



- C. The Vendor and/or sub-vendor shall provide an individual(s) currently holding a valid Class "C," Wastewater Collection Certification issued by the Florida Water and Pollution Control Operators Association, Operators Voluntary Certification Program, to perform the work specified herein on all lift stations covered under this Contract.
- D. The Vendor and/or sub-vendor shall hold valid and current certificates for Backflow Repair and Backflow Testing issued by the Florida Department of Business and Professional Regulation, authorizing the Vendor and/or sub-vendor to perform the work specified in this Contract.
- E. All journeymen performing work on the Project shall be duly licensed by the city or county, as appropriate, where the work is to be performed.
- F. The Vendor shall not allow any unlicensed personnel (e.g. apprentice, trainees, and helpers) at the worksite without direct supervision of the appropriate licensed personnel.
- G. All sub-vendors shall be properly licensed meeting the requirements under the respective trade category for the work to be performed under this Contract and shall submit documentation of the work experience with the bid package.

### 3.2 Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). If awarded the Contract, the Vendor shall be required to provide the Department verification of a Business Tax Receipt in the counties (Hillsborough, Pasco, Hernando and Polk) the services are being provided prior to contract execution.

### 3.3 Certification of Experience

The organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been actively involved in the type of business requested for a minimum of three (3) years. Prior experience shall specifically be related to maintenance of commercial facilities similar in size, technical scope and volume of work to that specified in the scope of work for this Contract. Submit documentation of the work experience with the bid package.

The Department will review carefully to determine the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract.

## 4.0 Vendor's Responsibilities (Scope of Work)

The Vendor shall provide all labor, materials, equipment and other incidentals necessary to perform repair, installation, maintenance, inspection and reporting, extension, alteration and video/camera services of sanitary sewer and storm sewer systems, plumbing/venting systems, plumbing wastewater systems, water supply systems, irrigation systems, septic systems, drainage, lift stations sanitary force mains, supply wells and all appurtenances, etc.; maintenance, repair, testing and certification of back-flow preventers; removal and disposal services for holding tanks, wet wells, septic tanks and drain fields, lift stations and manholes.

During the performance of the preventive maintenance services, the Vendor may observe the need to repair and/or replace parts or components. If the cost of such service or parts is not covered under the preventive maintenance services, the Vendor shall notify the Contract Manager before carrying out any corrective action.

All services shall be provided in strict compliance with all local, state, and federal requirements, laws, and regulations and with all equipment manufacturer specifications using the most appropriate industry standards and best practices.

The Vendor shall complete each of the preventive maintenance services listed hereunder within the scheduled time approved by the Contract Manager. The completion time shall not be affected by the Vendor's response to other service requests.

#### 4.1 Preventive Maintenance Services of Lift Stations

##### A. Monthly Lift Station Preventive Maintenance Services

The Vendor shall conduct eleven (11) monthly preventive maintenance visits per sites, per year on each major and minor lift stations listed in Attachment "E," Lift Stations and Pump Data.

The Vendor shall provide a site specific operating log book for each lift station. The Vendor shall record all maintenance and repair activities in the operating log book. The operating log book shall be kept current and shall be stored on site in a location protected from the weather. The parties agree that activities performed by the Vendor, as required by the terms of the Contract that are not recorded in the operations log book were not completed and are not billable.

During each visit, the Vendor will perform inspection, testing and maintenance of lift stations as applicable, all plumbing and lift stations components including, but not limited to the following:

1. Check the automatic operation of the pump controller(s) and record the "run time" meter numerical values. Verify the pump run hours since the last visit by subtracting the current "run time" meter value from the preceding "run time" meter value, to ensure the pumps are operating in normal cycle. Any dramatic change in the pump run hours shall be addressed immediately to the Contract Manager.
2. Test each of the lift station floats. Some lift station floats can be tested at the control panel; others will require activating the flow manually. Operate each pump for a few seconds in order to verify the pumps are operational and to ensure there are no unusual noises or vibrations.
3. Check all alarm systems, especially the high water alarm. Check the automatic operational functions of the lift station auto dialer (if equipped) and that the programmed phone numbers are correct (phone numbers to be provided by Contract Manager). Check the strobe and audible alarms for proper operation.
4. Analyze the electrical system of the lift station pump(s) for operating voltage and amperage. Record all results/data in the operating log book. This data shall be compared to the previous months operating data to ensure consistency. Varying data may be indicative of mechanical problems and should be reported to the Contract Manager.

5. Test the insulation of the electrical motor and power cables using the Megohmmeter. The results of the Megohmmeter analysis shall be recorded in the lift station-operating log book for comparison of results.
6. De-energize the local electrical power supply and lock-out/tag-out the energy source as specified herein. Use a multi-meter to ensure that the electrical power supply is OFF.
7. Check electrical wiring for proper connection to the terminals.
8. Spray the individual internal electrical control contacts and connections with CO2 contact cleaner and allow to air dry. Apply CRC Marine (Grade 6.6.6) lightly to the said control contacts and connections.
9. Clean weather tight seal on the control panel and lubricate with white lithium grease.
10. Re-energize the electrical power supply and remove the lock-out/tag-out devices. Record all results in the lift station-operations log book.
11. Hose the sidewalls to minimize the accumulation of greases and oil.
12. Visually inspect the force main pressure gauge and record the pressure reading. Compare the pressure with previous months reading to ensure consistency. Changes in this pressure may be indicative of a maintenance problem and should be addressed to the Contract Manager.
13. Maintain the area within the fenced area around the lift station free of excessive/high vegetation, debris and safety hazards by manual and/or mechanical means.

#### B. Annual Lift Station Preventive Maintenance Services

During the first (1<sup>st</sup>) month of the Contract and any subsequent renewal periods, the Vendor shall conduct one (1) annual preventive maintenance service on each of the lift stations covered under this Contract. The annual services shall include, those activities detailed in the Monthly Lift Station Preventive Maintenance Services (Exhibit "A," Scope of Services - Sections 4.1.A, 1 thru 13) and the following tasks listed below:

1. Pull pumps and check impeller and impeller housing, stands and pump casing wearing ring for excessive wear or cracks. Ensure both impeller and wearing ring conform to manufacturer's recommendation. The Vendor shall obtain the make, model, serial number, horse power, voltage, phase, etc. of each pump, record the information in the operations log book and update the Department's Lift Station Inventory.
2. Disassemble, inspect and clean air relief valve. Ensure air relief valve conforms to manufacturer's recommendation to ensure proper operation. Also, inspect all connections for water tightness during normal lift station operation.
3. Visually inspect the oil in the pump electric motor. In the event that water is found, the Vendor shall immediately notify the Contract Manager.

#### 4.2 Other Preventive Maintenance Services

##### A. Annual Backflow Prevention Assemblies (BPA) Inspection, Testing and Certification

The Vendor shall provide all labor, materials, equipment and any other incidentals necessary to perform inspection, testing and certification of BPAs as listed in Attachment "F," Backflow Preventer Assemblies Inventory.

1. The Vendor shall inspect the BPAs for damage, leaks, corrosion, etc.
2. The Vendor shall test all BPAs for correct performance.
3. During the BPAs inspection and testing, the Vendor may observe the need to repair and/or replace parts or components. If the cost of such work or parts is not covered under the preventive maintenance services, the Vendor shall immediately notify the Contract Manager before carrying out any corrective action.
4. Each backflow prevention assembly shall be certified by a Certified Backflow Prevention Assembly Tester. The Tester shall complete a Cross-Connection Control and Backflow Prevention Assembly Inspection Report for each backflow prevention assembly installed. Provide two copies each of the reports and certifications to the Contract Manager and Water Purveyor upon completion.
5. During the BPA inspections, check and update all the information listed in Attachment "F," Backflow Preventer Assemblies Inventory. Provide the Contract Manager with the updated copy of the Attachment "F," Backflow Preventer Assemblies Inventory.

#### 4.3 Repairs, Installation, Replacement and Other Maintenance Services (Unscheduled Services)

The Vendor shall provide unscheduled services, to diagnose problems, sewage removal, disposal, and make repairs, adjustments, extension, alterations and replacement, as necessary, to keep the Turnpike Facilities plumbing systems in good operating condition.

- A. The Vendor shall be available on a twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year basis, to provide unscheduled services.
- B. The Contract Manager will notify the Vendor when to proceed with work by issuance of a work document. The work document will identify the location, and describe the anticipated work. Work requests can either be written or verbal. However, all verbal work requests will be confirmed in writing within seventy-two (72) hours of issuance.
- C. In the event of any emergencies, the Vendor shall respond within three (3) hours after notification from the Contract Manager. The Vendor shall be available on the site within the specified response time and be prepared to respond to the problem.

- D. The Vendor shall have a certified journeyman plumber/electrician and a work vehicle available at the worksite within the response time specified herein. The Vendor's work vehicles shall be well-stocked and equipped with the minimum materials required to complete the work.
- E. Any required repairs will be paid on a time and material basis, under a separate work document, using the applicable technician/helper and parts allowance pay items as approved by the Contract Manager.
- F. The Vendor shall notify the Contract Manager for approval prior to conducting work if the work will exceed five hundred dollars (\$500.00) of the original work document estimate.
- G. The Vendor shall provide a written estimate of time and materials necessary to complete assigned work in excess of two thousand five hundred dollars (\$2,500.00) to the Contract Manager for approval prior to conducting the work. Written estimates shall be submitted to the Contract Manager within ten (10) business days of the date of receipt of the request.
- H. The Vendor shall guarantee all repairs and/or workmanship for ninety (90) days from date of Department acceptance of repair or service. In the event a repair fails within the guarantee period and such failure is the result of the parts provided or the work performed by the Vendor, the Vendor shall correct the problem at no additional cost to the Department.
- I. The Vendor shall communicate with the Contract Manager the estimated start date prior to the start of any work requested. The Contract Manager reserves the right to approve or deny any scheduled date(s) suggested by the Vendor.
- J. The Vendor shall maintain adequate and competent personnel so as to enable the Vendor to timely perform the assigned work as well as to respond to multiple unscheduled services or emergencies.
- K. The Vendor shall execute the work in an orderly, timely and efficient manner. The Vendor shall proceed with the work with all due diligence and use all reasonable efforts to complete the same without delay. Failure to do so may constitute unsatisfactory performance, and after written warning, the Vendor may be declared in default.
- L. When there is a need for a temporary force main by-pass system, the Vendor shall be responsible for the transporting, installation, operation and maintenance of the temporary bypass system. The Vendor shall be responsible for the disconnection, removal, transporting, clean up, site restoration and restoration of the permanent system to its original condition.
- M. When there is a need for excavation, the Vendor shall be responsible to provide the proper earth excavating equipment and an operator to perform trenching, digging and back fill. The Vendor shall return the site to its original condition.

N. When there is a need to use video and/or camera to record sanitary, storm drains, or any other piping, the Vendor shall provide such service, including an operator, for pipes ranging between two/twenty-four (2-24) inches in diameter. The Vendor furnished camera shall be capable of recording footage onto a digital video disc (DVD). The DVD shall be provided to the Contract Manager following each occurrence.

O. Pumping of Onsite Waste Disposal Systems:

1. The Vendor shall remove and dispose of sewage from the onsite waste disposal systems, in accordance with the latest standards and applicable requirements of Florida Administrative Code (FAC), and its respective guidance documents.
2. After sewage is removed, the Vendor shall pressure clean all inlet and outlet lines from the onsite waste disposal system. Any sewage spills shall be handled in accordance with Florida Department of Environmental Protection (FDEP) regulations.
3. The Vendor shall assure that the transporting and disposing services and ultimate disposal meet all applicable federal, state, and local regulations. The Vendor shall be responsible for all disposal fees, permit fees, and other such fees and incidental charges.
4. Upon the receipt of any work order for sewage removal, the Vendor will arrange for the following items to be available at the worksite within the specified response time:
  - a. A pump truck or vacuum/jet truck, as approved by the Contract Manager, shall be capable of removing all liquids, floating solids and sludge from the onsite waste disposal system. The truck shall be equipped with a device capable of indicating the actual quantity of sewage pumped out.
  - b. A sufficient length of hoses, especially suited for such jobs, and any other incidental items that may be required to accomplish the work intended.
  - c. The Vendor shall provide documentation showing the quantity of sewage removed.

#### 4.4 Parts/Materials/Components for Repair, Installation and Replacement Work

- A. All parts/materials/components provided by the Vendor for repair, installation and replacement shall be new (original equipment) from the manufacturer of the system. Rebuilt and/or repaired parts will not be acceptable, unless otherwise approved by the Department in advance of repair or installation.
- B. All parts/materials/components shall be of a brand or quality equal to or superior than the ones being replaced and be completely compatible with the existing equipment or systems.

- C. Upon request, the Vendor shall leave any replaced parts or materials at the site location for inspection by the Contract Manager.
- D. The Vendor shall obtain prior approval from the Contract Manager for any parts/materials/components replacement.
- E. The Department reserves the right to make other arrangements for purchasing parts/materials/components necessary for repair at any time.
- F. The Vendor shall ensure that all parts, materials, equipment and incidentals incorporated into the work are completely free of any type of asbestos materials.

#### 4.5 Tools and/or Equipment

The Vendor shall be responsible for providing all tools and/or equipment (owned, leased, rented, etc.) that may be needed for repairs and installation of plumbing and lift stations during the course of this Contract. All Vendor provided equipment brought on site and used by the Vendor shall be of an industrial quality, constantly maintained in a proper, safe, like new serviceable working condition, as appropriated for the intended type of use. The Vendor is responsible for securing all tools and equipment when left on-site. The Department shall not be liable for lost, misplaced or stolen equipment or items. The Department shall hold the Vendor liable for any damaged inflicted on the facility or site by the misuse of equipment.

#### 4.6 Reports and Documentation

- A. The Vendor or his designee shall notify the Contract Manager of each completed work order by the close of the next business day, followed by a written weekly list. The report shall include location(s), work order number(s), status of work and what work has been completed.
- B. The Vendor shall maintain complete records of the work performed by the Vendor's personnel(s) at any of the facilities covered under this Contract. A monthly report shall be generated by the Vendor summarizing clearly and concisely all activities and actions taken by the Vendor and accepted by the Contract Manager during that month. Such report shall be submitted with the Vendor's monthly invoice for review.
- C. The Vendor shall furnish and keep maintenance/repair/inspection/certification log books for all services indicated in this Contract. The Vendor shall keep all information and documents, in a chronological order in the log book. Provide a log book for each lift station system that shall be kept at each site. The log books shall contain the following information at a minimum: Date and time of maintenance activities, technician(s) name (printed) and signature, activity performed, maintenance performed, corrective action, repairs, inspection deficiencies, test results, system(s) condition, notifications, certifications (copy with log book).

#### 4.7 Submittals

At the pre-work conference, the Vendor shall submit a copy of the following documents to the Project Manager for the Department's review, records and file.

- A. A list of all personnel anticipated for employment under this Contract. Any addition or changes to personnel assigned to this Contract are not allowed unless otherwise approved in advance by the Department's Contract Manager. Such approval shall not be unreasonably withheld.
- B. All other documents provided by the Department to the Vendor to be completed and submitted prior to the issuance of the Notice to Proceed (NTP).
- C. Written permits as required by state law and by county or municipal licensing ordinances authorizing the holder to handle liquid waste associated with waste disposal systems, in accordance with Chapter 64E-6.010 of Florida Administrative Code (FAC).
- D. A written statement to the Department on the Vendor's letterhead indicating that "The Vendor agrees that onsite waste disposal systems' residuals will be treated as required by Chapter 62-640, F.A.C., and they accept the responsibility for proper disposal of the residuals as required in Chapter 62-640. Also, they are aware of and will comply with requirements for proper disposal as described in the permit."

#### 4.8 Work Schedule

- A. The Vendor shall perform all work, unless otherwise approved by the Contract Manager, strictly between the hours of 8:00 AM and 5:00 PM local time, Monday through Friday, excluding state holidays. Some night work may be required as directed by the Contract Manager.
- B. Any changes or deviations from the schedule or other relevant problems or situations pertaining to the schedule shall be immediately brought to the attention of the Contract Manager.

#### 4.9 Supervision and Quality

The Vendor shall supervise and direct the work completely and efficiently. The Vendor's technician shall apply such skills and experience as may be necessary to perform the work in accordance with the Contract documents. The Vendor shall be solely responsible for the means, methods, techniques and sequences of work.

#### 4.10 Sign-in and Sign-out

Upon arrival to a toll plaza or any site/location, the Vendor's employees shall notify the Contract Manager and immediately report to the Department's Toll Plaza Supervisor on duty and sign-in, completing all information in the Toll Plaza Visitor's Log, where applicable. The Vendors employees shall sign-out after completion of the work. The Vendors employees shall sign-in and sign-out for lunch breaks or when leaving the premises.



#### 4.11 Work Status

- A. Any work or maintenance issues that are identified during the Vendor's operations shall be discussed and addressed only with the Contract Manager or his designee.
- B. Work shall be reported as completed to the Contract Manager before submitting the invoice(s) for payment. Failure to comply with this process could affect the Vendor's performance rating.

#### 4.12 Lighting and Water Source at the Jobsite

- A. If the existing lighting at the jobsite is not adequate, additional lighting shall be provided by the Vendor. The Department will not be responsible to provide additional lighting that may be required to perform or inspect the work.
- B. The Department commonly has a water source at each site (except at Hub Buildings, Tower Communication Buildings and Gantry Equipment Buildings) and will supply as necessary for the performance of the work. However, if for any reason, water is not available at the jobsite or is not of sufficient volume or pressure, the Vendor shall be responsible for transporting/providing water to the work site.

#### 4.13 Notification of Damages and Damage Repair

The Vendor shall notify the Contract Manager verbally and/or by email of any damages to facilities or property of the traveling public as a result of the Vendor's operations. The notification shall be completed during the next business day and include, at a minimum, the type of damage, location, nature of the incident, time of date of occurrence, photos and any related injuries. The Vendor shall repair all damage within twenty-four (24) hours of the incident or at a time approved by the Contract Manager and at no additional cost to the Department.

#### 4.14 Cleanup and Disposal

- A. The Vendor shall maintain all work and setup areas in a neat and presentable condition. Upon completion of any assigned work, the Vendor shall collect and remove all surplus, discarded materials and any other trash caused by the work, from the Turnpike's property to a proper dumpsite, approved for the disposal of each different type of material. Cleanup and disposal of unsuitable materials shall be performed to the satisfaction of the Contract Manager.
- B. No work shall be considered complete until all trash and surplus material have been collected and properly disposed of at an approved dumpsite. Usable surplus materials shall be provided to the Department. Unsuitable/unstable materials shall become the property of the Vendor.
- C. No separate payment will be made for cleanup. The Vendor shall be responsible for all disposal fees. All costs associated with clean-ups and disposals are incidental to this Contract and shall be included in the Vendor's unit prices shown on the Exhibit "C," Bid Blank.

#### 4.15 Uniforms

The Vendor's employees, while at the worksite, shall wear uniforms clearly identifying the company logo and employee's name.

4.16 Performance Measures

A. Emergency Work (Unscheduled Services)

The Vendor will be expected to respond within three (3) hours from the time of notification given by the Contract Manager. If the Vendor fails to be available at the worksite within the response time specified above, the Vendor will be liable to the Department in the amount indicated below, unless otherwise waived by the Contract Manager due to circumstances beyond the control of the Vendor and upon submission of a written justification about the delay.

<b>EMERGENCY PERFORMANCE CRITERIA</b>		
<b><i>Deficiency Identification</i></b>	<b><i>Time Allowed/Criteria</i></b>	<b><i>Deduction</i></b>
a. Failure to respond in an emergency	Within 3 hours from the time of notification	\$100 per hour per occurrence

B. Non-Emergency Routine Maintenance Services

The Vendor will be expected to complete the work within the timeframe established in work document. The established timeframe shall be agreed upon by both parties, the Contract Manager and the Vendor. A time extension may be given by the Contract Manager for re-performing the work. Failure to complete the work within the allowed timeframe could result in a deduction based on the following performance criteria;

<b>WORK DOCUMENTS PERFORMANCE CRITERIA</b>		
<b><i>Deficiency Identification</i></b>	<b><i>Time Allowed/Criteria</i></b>	<b><i>Deduction</i></b>
a. Work Document not completed within allowed timeframe	Work must be completed within timeframe established in Work Document.	1% of Work Document amount per day late
b. Work Document not completed correctly or according to requirements	Re-perform the work until corrected. Work must be completed according to requirements established in the Work Document, procedures, specifications, and other Contract Documents.	1% of Work Document amount per day late due to exceeding allowed timeframe in re-performing the work.

All deductions withheld from the Vendor will occur through adjustments to the next monthly invoice amount.

4.17 Subletting or Assigning of Work

The Vendor shall not sublet, assign or transfer any work under this Contract without written consent by the Department. After written consent by the Department, the Vendor will be permitted to sublet a portion of the work but shall perform with its own organization work

amounting to not less than forty percent (40%) of the total contract amount. All sub-vendors are required to be qualified and certified for the work they intend to perform in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. Subletting of work shall not relieve the Vendor of his respective liabilities. The Department recognizes a sub-vendor only in the capacity of an employee or agent of the Vendor. The Vendor, sub-vendors, or any of their employees shall not perform any work that is beyond their technical capabilities or for which they are not licensed or certified.

## **5.0 Safety and Worker Protection**

### **5.1 Safety and Worker Protection Requirements**

- A. The Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Vendor shall provide the necessary protection for the safety of the workers and the public and shall provide the necessary protection to prevent damage, injury, or loss to:
- All employees on the worksite and other persons who may be affected thereby.
  - All the work and all materials, and/or equipment to be incorporated therein, whether in storage on or offsite.
  - Other property at the site or adjacent thereto, including trees, lawns, walkways, pavements, roadways, structures, and utilities.
- B. Any damages to the property of the traveling public and/or the Department as a result of the Vendor's work shall be the sole responsibility of the Vendor.
- C. The Vendor shall properly use and dispose of all chemicals in strict accordance with applicable local, state, and federal environmental regulations and shall indemnify the Department of any liabilities arising out of the Vendor's handling, use of, and disposal of said chemicals.
- D. The Vendor's employees shall always wear safety vest (current FDOT approved) when working within the Turnpike Right of Way. Hard hats or safety helmet caps are to be used in areas of overhead hazards.

### **5.2 Delay of Work Due to Weather or Other Causes**

- A. When the work is delayed or precluded from being done on schedule, by inclement weather, natural disaster, emergency condition, other work performed by Department personnel, or another FDOT Vendor, the Vendor shall reschedule the work and advise the Contract Manager of the change in schedule caused by the weather or any other cause for the delay, such as the example contained herein.
- B. In case of extreme traffic or weather conditions, the Vendor shall be required to remove their operation from the roadway and/or right of way at the discretion of the Engineer, the Florida Highway Patrol, or the applicable Police Department which has jurisdiction these roadways.

### 5.3 Lock-out/Tag-out

The Vendor shall comply with the requirements outlined in OSHA Rule 29 CFR 1910.147. The strict compliance with the requirements of “lock-out/tag-out” is to prevent possible employee injury that may result from unexpected energizing or start-up of equipment while conducting maintenance or repair work. These requirements shall be implemented by the Vendor with no exceptions. The Department or Contract Manager shall stop all work if lock-out/tag-out is not implemented. The Vendor shall be responsible for loss of time resulting from not following lock-out/tag-out procedures on the job site, and shall not reflect or change the time estimated by the Contract Manager on the work document. Additional hours of work will not be amended/revised for failure to comply with these procedures.

### 5.4 Maintenance of Traffic (MOT)

A. The Vendor shall comply with the requirements of the latest editions of FDOT Standard Specifications for Road and Bridge Construction, Section 102, Manual on Uniform Traffic Control Devices (MUCTD), Part VI, FDOT Design Standards, Series 600, and Turnpike’s Portable Changeable Message Sign and Lane Closure Policies and Guidelines which are hereby incorporated by reference as if fully set forth herein. Design Standards Index 667 shall be utilized when performing temporary traffic lane closure at toll plazas to accommodate traffic in a safe and efficient manner and for adequate protection of the work force and the motoring public.

B. The Department’s Contract Manager shall be contacted to obtain approval prior to activation.

### 5.5 Short Term Lane Closure at Toll Plazas

No work shall be conducted by the Vendor in any toll plaza traffic lane until temporary closure of the lane is completed by the Vendor and approved by the Toll Plaza Manager or designee. The Vendor shall be responsible for the safety of its employees by ensuring that proper temporary lane closure is complete prior to the start of work within toll plaza traffic lanes. (See Attachment “A,” Lane Closure Procedure). It shall be the sole responsibility of the Vendor to furnish, set-up and remove upon completion of the work, the required traffic control devices. The Vendor shall notify/advise the Toll Plaza Manager or designee when the work is complete and the traffic lane can be re-opened for use.

### 5.6 Certified Worksite Traffic Supervisor

The Vendor shall provide an on-site Worksite Traffic Supervisor responsible for initiating temporary lane closures and monitoring the installation, maintenance, relocation and eventual removal of all traffic control devices deployed in accordance with Design Standards Index 667. Ensure the Worksite Traffic Supervisor is certified in the advanced training category by a Department approved training provider.

### 5.7 U-Turns

No U-turns are permitted at median openings, maintenance gates, or such other openings that are intended for the use of emergency vehicles. U-turns shall only be permitted at service plazas or at the next available exit.

## 5.8 Confined Space Entry

- A. The Vendor shall use caution when entering into small spaces, where gases or chemicals are in use or other conditions could cause the potential of placing an employee at risk from suffocation, fire or explosion, exposure to toxic chemicals, engulfment and/or entrapment by moving parts. In all instances of confined space entry, a permit shall be issued prior to entry into a confined space.
- B. The Vendor shall comply with the procedures contained in this Contract, the standards listed hereunder, and all other safe operating procedures where applicable as set forth by federal, state and local ordinances, whichever are the most strict.
- The "Confined Space Entry Standard", 29 CFR 1910.146, a portion of OSHA Safety Standards.
  - The Safe Operating Procedure for "Confined Space Entry" published by Florida's Department of Transportation.

The specifications and provisions in the above publications are hereby incorporated by reference in this Contract, as fully set forth herein.

- C. Entry into a confined space shall only be authorized after a bona fide need has been established to the satisfaction of the Department. Only properly trained personnel will be allowed to enter the confined space and then only after permit requirements have been met (i.e. the necessary safety precautions have been placed in effect). The following procedure will be followed during every confined space entry:
1. Entry is to be made by authorized entrants only, who received the appropriate training to allow them to perform their assigned duties under confined space conditions.
  2. An attendant is to be present whenever entry is made into any confined space, unless otherwise authorized by the Department. The attendant shall remain at the entrance and have available a lifeline and any other safety equipment necessary to facilitate a rescue.
  3. A permit will be filled out by the person in charge of entry and approved by the Department prior to the actual entry.
  4. A sign or other means of posting that a confined space is being entered will be placed at the opening of a confined space.
  5. A pre-entry briefing will be conducted with entrant(s) and attendant(s) to review their perspective duties and procedures.
  6. Follow lock-out/tag-out procedures for isolation of any electrical, mechanical, chemical or other energy hazards, which could cause injury to entrants.
  7. Determine that the necessary procedures, practices and equipment for safe entry are in effect.

8. Determine that entry operation remains consistent with the terms of the entry permit, and that acceptable conditions are present.
9. Cancel the entry authorization and terminate entry operation whenever acceptable entry conditions are not present.

## 6.0 The Department's Responsibilities

### 6.1 Administration of Contract

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

#### A. Project Manager

The Department has assigned a Mr. John McAllister, the Facilities Maintenance Manager, as Project Manager to administer the terms and conditions of the Contract. Mr. McAllister office is located in the Turnpike Operations Center at the following address:

Mailing Address  
FDOT Turnpike Enterprise  
P. O. Box 613069  
Ocoee, FL 34761  
Phone: (407) 264-3310  
Fax: (407) 264-3350

Delivery Address  
Turkey Lake Service Plaza  
Milepost 263, Florida's Turnpike  
Ocoee, FL 34761

#### B. Contract Manager

The Department's Contract Manager will be Dan Whalen. He will be responsible for the day-to-day work assignments and inspections. All work must be coordinated through the assigned Contract Manager. Mr. Whalen is available at (407) 264-3471.

If any changes are made in the above information during the term of the Contract, the Department will notify the Vendor by mail or by oral communication.

### 6.2 Pre-work Conference

The Project Manager or the Contract Manager will contact the Vendor and schedule a Pre-work Conference prior to the start date of the Contract to review the work involved and the requirements of the Contract.

### 6.3 Periodic Inspection

Work shall be subject to periodic inspection by the Department. The Contract Manager shall have the right to inspect and reject any and all work and materials that does not meet with the requirements of the Contract. Such rejected work or materials shall be corrected at the Vendor's expense. If the Contract Manager fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent later rejection when such defect is discovered. The Vendor shall make no claim for losses suffered due to any necessary removal or repair of such defects.

#### 6.4 Periodic Evaluation

The Department shall conduct an evaluation of the Vendor's performance at the end of this Contract and any subsequent renewal(s) of this Contract. The "Contractor Field Performance Report" shall be used for this purpose. The Vendor shall have an opportunity to review the report and make comments. The Vendor shall be required to sign the report acknowledging receipt of the performance evaluation.

#### 7.0 Duration of Contract

Work shall commence upon the start date identified in the written Notice to Proceed issued by the Project Manager and shall commence for twelve (12) months from the date of notification.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**



ATTACHMENTS

ITB-DOT-15/16-8008-RM

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

FOR

POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0

FPID: 192687-1-7B-01



## Attachment "A"

### LANE CLOSURE PROCEDURE

#### **Non-Open Road Tolling (ORT) Short Term Lane Closure Procedure**

Effective immediately, this is the procedure for the implementation of a short term lane closures at Toll Plazas in non-ORT lanes. A short duration lane closure is defined as from zero to three hours in length. The lane closure shall be in accordance with the latest version of the FDOT Standard Specifications for Road and Bridge Construction, Section 102, and Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), Sheet 6 of 6. A lane closure that takes longer than the three hours allowable maximum time limit shall have a separate lane closure Traffic Control Plan (TCP) written for it taking into account traffic patterns through the plaza.

#### Lane Closure Pre-implementation

1. Lane Closures for individual lanes shall not be conducted at a plaza during peak traffic hours. Peak Traffic hours by lane can be identified by using the **Enterprise One Financial Services Monthly Reports** on the Florida's Turnpike Enterprise Intranet and querying the latest **"SunPass and Cash Traffic by Lane Number"** report. Use the latest month report and lane statistics to determine peak and off peak traffic.
2. The Plaza Manager, in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), Sheet 6 of 6, Note 5, shall be notified of the closure at least forty eight (48) hours in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with the plaza manager immediately upon the determination that a lane closure is required.
3. SunWatch shall be notified at the same time the Plaza Manager is notified.

#### Lane Closure Requirements

1. All Lane Closures shall be in accordance with all requirements of the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), Sheet 6 of 6.
2. The Plaza Staff will close the lane in accordance with Tolls Operations procedures prior to the implementation of the Lane Closure. This means that the red light over the canopy will be activated and three cones placed in front of the lane. SunWatch at 407-264-3375 will be notified when the lane is closed.
3. Upon closure of the lane by Plaza staff, the vehicle that will block the lane will be placed in the lane. The vehicle shall be parked at an angle with the amber lights and flashers activated. The vehicle shall be parked with the wheels turned toward a lane without a booth or an unoccupied booth. Use only vehicle meeting the requirements found in Section 102-5.9 of the latest edition of FDOT Standard Specifications for Road and Bridge Construction. Note that for all aerial work a Truck/Trailer mounted attenuator is required to be placed in front of the aerial lift. Additional cones shall be placed in front of the work zone as identified on Sheet 6 of 6.

## Attachment "A"

4. Personnel working in the lane shall follow all FDOT safety procedures for working in a traffic lane as outlined in the FDOT Loss Prevention Manual 500-00-015 and other applicable Turnpike Enterprise or other agency procedures.
5. Upon completion of the work, the vehicles shall be removed from the lane. The additional cones will be removed and the three lane cones placed by the plaza personnel when the lane was closed will be in their original location across the lane. Notify the plaza staff when the lane is ready to be opened.
6. Approval must be obtained in advance from the appropriate Regional Toll Manager that requires the closure of a dedicated SunPass lane. This will be accomplished by contacting SunWatch at 407-264-3375 who will perform the coordination with the Regional Toll Manager.

### **Open Road Tolling (ORT) Lane Closure Procedure**

Effective immediately, this is the procedure for the implementation of lane closures in ORT lanes.

Closing an open road tolling lane shall only be done at night between the hours of 9:00 PM and 6:00 AM. These closure times may vary to closing later in the evening and opening earlier in the morning depending on traffic patterns for that site. At no time will they close earlier than 9:00 PM or open later than 6:00 AM.

If the ORT lanes are at a barrier plaza that spans across the entire turnpike there are two options open for the closure:

1. If the plaza still has manual cash lanes adjacent to the ORT lanes that are open and operational at the plaza, traffic can be detoured through the plaza and the manual cash lanes in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards).
2. If the plaza does not have manual cash lanes adjacent to the ORT lanes to divert traffic through, the closure will only close those lanes required for the work. At no time will all lanes be closed at the same time. The lane closure shall be in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), or other indexes in the Design Standards, Series 600 for a single or multi-lane closure.
3. If the ORT lanes are at a ramp, the lanes shall not be totally closed. The ramp closure shall be only for the lanes being worked and at least one lane shall remain open for the duration of the closure. If a shoulder of the ramp is covered by tolling equipment, the shoulder can be used as the open lane upon approval from Tolls. Lane closure shall be in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), or other indexes in the Design Standards, Series 600 for a single or multi-lane closure.

## Attachment "A"

### Lane Closure Pre-implementation

1. Approval must be obtained in advance from the appropriate Regional Toll Manager that requires the closure of an ORT lane. This will be accomplished by contacting SunWatch at 407-264-3375 who will perform the coordination with the Regional Toll Manager (and the Plaza Manager if it is a manned plaza with ORT Lanes).
2. SunWatch shall be notified of the closure of an ORT lane closure seven (7) days in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with SunWatch immediately upon the determination that a lane closure is required.
3. An ORT Lane Closure Request shall be made through Project Solve seven (7) days in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with SunWatch, Traffic Operations, and the plaza manager (if applicable), immediately upon the determination that a lane closure is required.

### Lane Closure Requirements

1. All Lane Closures shall be in accordance with all requirements of the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), or other indexes in the Design Standards, Series 600 that may apply for a single or multi-lane lane closure.
2. Personnel shall not enter the lanes until after the MOT has been fully placed.
3. Personnel working in the lane shall follow all FDOT safety procedures for working in a traffic lane as outlined in the FDOT Loss Prevention Manual 500-00-015 and other applicable Turnpike Enterprise or other agency procedures.
4. Prior to opening the lane to traffic, all equipment and personnel will be removed from the lane closure area. The area shall be inspected prior to opening the lanes to make sure all debris is removed. SunWatch will be notified at 407-264-3375 when the lane is opened to traffic.

**ATTACHMENT "B"  
 LOCATIONS**

**MAINTENANCE, REPAIR, AND INSTALLATION OF PLUMBING SYSTEMS AND LIFT STATIONS**

**POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
 VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
 SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0**

**POLK PARKWAY (S.R. 570)**

<i>M.P.</i>	<i>BLDG. #</i>	<i>LOCATION</i>	<i>LANES</i>
3.0	1337	<b>Airport Toll Plaza (West Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy, Booth and Parking Lot	2
3.0	1343	<b>Airport Toll Plaza (East Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy, Booth and Parking Lot	2
4.0	1344	<b>Waring Toll Plaza (West Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
4.0	1346	<b>Waring Toll Plaza (East Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
5.0	1347	<b>Harden Blvd. Toll Plaza (West Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
5.0	1351	<b>Harden Blvd. Toll Plaza (East Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
7.0	1352	<b>South Florida Ave. Toll Plaza (East Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
7.0	1353	<b>South Florida Ave. Toll Plaza (West Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
8.0	1336 1336 1391	<b>Western Toll Plaza (Mainline)</b> Toll Administration Building Canopy and Booths Storage Building	10
9.0	1472	<b>Lakeland Highlands Toll Plaza (West Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
9.0	1475	<b>Lakeland Highlands Toll Plaza (East Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
10.0	1476	<b>Polk Parkway Office</b>	0
12.0	1390 1390 1390	<b>Central Toll Plaza (Mainline)</b> Toll Administration Building Canopy and Booths Storage Building Tunnel	12
14.0	1354	<b>SR 540 Toll Plaza (East Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2

<i>M.P.</i>	<i>BLDG. #</i>	<i>LOCATION</i>	<i>LANES</i>
14.0	1355	<b>SR 540 Toll Plaza (North Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
18.0	1943	<b>County Road 546 Toll Plaza (North Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room)	2
18.0	1944	<b>County Road 546 Toll Plaza (South Bound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
21.0	1945	<b>Eastern Toll Plaza (Mainline)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	3

**VETERAN'S EXPRESSWAY (S.R. 589)**

<i>M.P.</i>	<i>BLDG. #</i>	<i>LOCATION</i>	<i>LANES</i>
4.0	7392	<b>Hillsborough "A" Toll Plaza (East side, Northbound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
4.0	7393	<b>Hillsborough "B" Toll Plaza (West side, Southbound)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
6.0	7394	<b>Waters "A" Toll Plaza (N/B, South side, East of Veteran's)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	3
6.0	7395	<b>Waters "B" Toll Plaza (S/B, South side, West of Veteran's)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	3
6.0	7908	<b>Anderson Toll Plaza (MAINLINE)</b> Toll Administration Building Canopy and Booth Tunnel Storage Building	16
8.0	7397	<b>Wilsky "A" Toll Plaza (S/B, West side, Southwest of Veteran's)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
8.0	7396	<b>Wilsky "B" Toll Plaza (N/B, West side, Southeast of Veteran's)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
9.0	7399	<b>Gunn "C" Toll Plaza (S/B, North side, West of Veteran's)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
9.0	7398	<b>Gunn "F" Toll Plaza (N/B, North side, East of Veteran's)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
11.0	7909	<b>Sugarwood Toll Plaza (MAINLINE)</b> Toll Administration Building Canopy and Booths Tunnel Storage Building	16
12.0	7907	<b>Hutchinson "C" Toll Plaza (North side, West of Veteran's)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy	2
12.0	7906	<b>Hutchinson "D" Toll Plaza (North side, East of Veteran's)</b> Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy	2

**SUNCOAST PARKWAY (S.R. 589)**

<b>M.P.</b>	<b>BLDG. #</b>	<b>LOCATION</b>	<b>LANES</b>
14.0	7138	<b>Van Dyke Toll Plaza West side southbound</b> Toll Administration Building Canopy and Booths	2
14.0	7144	<b>Van Dyke Toll Plaza East side northbound</b> Toll Administration Building Canopy and Booths	2
19.0	7137	<b>SR 54 Toll Plaza West side southbound</b> Toll Administration Building Canopy and Booths	2
19.0	7136	<b>SR 54 Toll Plaza East side northbound</b> Toll Administration Building Canopy and Booths	2
24.0	7142	<b>Suncoast Parkway Office</b>	0
24.0	7143	<b>Anclote Toll Plaza (MAINLINE)</b> Toll Administration Building Canopy and Booths Tunnel Storage Building	12
34.0	7141	<b>Spring Hill Toll Plaza (MAINLINE)</b> Toll Administration Building Canopy and Booths Tunnel Storage Building	12
37.0	7135	<b>CR 578 County line Toll Plaza West side southbound</b> Toll Administration Building Canopy and Booths	2
37.0	7145	<b>CR 578 County line Toll Plaza East side northbound</b> Toll Administration Building Canopy and Booths	2
46.0	7139	<b>SR 50 Toll Plaza West side southbound</b> Toll Administration Building Canopy and Booths	2
46.0	7140	<b>SR 50 Toll Plaza East side northbound</b> Toll Administration Building Canopy and Booths	2
54.0	7146	<b>Oak Hammock Toll Plaza (MAINLINE)</b> Toll Administration Building Canopy and Booths Tunnel Storage Building	8

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

Date: \_\_\_\_\_, 2015

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

Financial Project No(s): \_\_\_\_\_

**Contract For:**

To release payment for all work performed in the Month of \_\_\_\_\_, 2015

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION MUST BE ATTACHED TO INVOICE**

**ATTACHMENT "D"**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF CONTRACT COMPLETION

Contract Number \_\_\_\_\_ FPIN.: 192687-1-7B-01 \_\_\_\_\_

Project Description Maintenance, Repair and Installation of Plumbing Systems and Lift Stations – Polk Parkway (S.R. 570), MP 0.0 to MP 24.5; Veteran’s Expressway (S.R. 589), MP 0.0 to MP 16.6; and Suncoast Parkway (S.R. 589), MP 16.7 to MP 61.0

Contractor \_\_\_\_\_

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

**CONTRACTOR'S AFFIDAVIT**

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

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

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

**(Corporate Seal)**

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

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

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

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

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

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

**(Notary Stamp)**

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

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

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



ATTACHMENT “E”

**LIFT STATIONS AND PUMPS DATA**

**MAINTENANCE, REPAIR, AND INSTALLATION OF PLUMBING SYSTEMS AND LIFT STATIONS**

**POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
 VETERAN’S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
 SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0**

**POLK PARWAY (S.R. 570)**

LIFT STATION			PUMP DATA				
MP	LOCATION	CLASS	MANUFACTURER	MODEL	NO. OF PUMPS	PHASE	HP
14.0	SR 540 Toll Plaza	Major	Hydromatic	SPGH500M2	2	1	5

**VETERAN’S EXPRESSWAY (S.R. 589)**

LIFT STATION			PUMP DATA				
MP	LOCATION	CLASS	MANUFACTURER	MODEL	NO. OF PUMPS	PHASE	HP
4.0	Hillsborough “B” Toll Plaza	Minor	ABS Pumps, Inc.	Piranha	2	1	2
6.0	Waters “A” Toll Plaza	Major	ABS Pumps, Inc.	Piranha	2	1	2
7.0	Anderson Toll Plaza	Major	ABS Pumps, Inc	Piranha	2	3	2
8.0	Wilsky “A” Toll Plaza	Minor	ABS Pumps, Inc.	FLYGT	2	3	5
9.0	Gunn “F” Toll Plaza	Minor	ABS Pumps, Inc.	Piranha	2	1	2
11.0	Sugarwood Toll Plaza	Major	ABS Pumps, Inc.	Piranha	2	3	2
12.0	Hutchinson “C” Toll Plaza	Minor	ABS Pumps, Inc.	Piranha	2	1	2

**SUNCOAST PARWAY (S.R. 589)**

LIFT STATION			PUMP DATA				
MP	LOCATION	CLASS	MANUFACTURER	MODEL	NO. OF PUMPS	PHASE	HP
14.0	Van Dyke Toll Plaza	Major	Hydromatic	SPGH500M2	2	1	5

**ATTACHMENT "F"**

**BACKFLOW PREVENTER ASSEMBLIES INVENTORY**

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS AND LIFT STATIONS**

**POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
 VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
 SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0**

<b>SR #</b>	<b>MP #</b>	<b>FACILITY DESCRIPTION</b>	<b>BLDG #</b>	<b>SIZE</b>	<b>TYPE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>DATE LAST CERTIFIED</b>	<b>BACKFLOW PREVENTER ASSEMBLY LOCATION DESCRIPTION</b>
<b>POLK PARKWAY (SR 570)</b>										
570	8	Western Polk Mainline Toll Plaza	1336	2"	RPZ	Wilkins	975XL	1282396	11/14/2012	Exit Ramp *Could not locate - attempted 11-14-14 to certify.
570	13	Central Polk Mainline Toll Plaza (Main)	1390	2"	DC	Wilkins	975XL	586306	11/14/2012	At E/B fence line in swale area. *Could not locate - attempted 11-14-14 to certify.
570	13	Central Polk Mainline Toll Plaza (Irrigation)	1390	2"	DC	Wilkins	950XL	586307	10/13/2014	At fence on West side of Plaza.
570	13	CentralPolk Mainline Toll Plaza (Irrigation)	1390	1"	RPZ	Watts	009M201	97010	10/13/2014	W/B side of Plaza behind fence.
570	14	S.R. 540 East On Ramp	1355	3/4"	RPZ	Wilkins	975XL	2943275	10/13/2014	On corner at end of ramp.
570	14	S.R. 540 West Off Ramp	1354	3/4"	RPZ	Wilkins	975XL	3005620	10/13/2014	At end of ramp.
570	18	C.R. 546 East Off Ramp (Old Dixie Hwy.)	1944	1"	RPZ	Wilkins	975XL	3003458	10/13/2014	Make right on CR 546, make first right and follow road to dead end property. Backflow on right.
570	18	C.R. 546 East Off Ramp (Old Dixie Hwy.) (Main #2)	1944	1"	RPZ	Wilkins	975XL	3005553	10/13/2014	Make right on CR 546, make first right and follow road to dead end property. Backflow on right.
570	18	C.R. 546 East Off Ramp (Old Dixie Hwy.) (Irrigation)	1944	1"	RPZ	Conbraco	40205A2	FQ121	10/13/2014	Make right on CR 546, make first right and follow road to dead end property. Backflow on right.
570	21	Polk Parkway Eastern Mainline Toll Plaza (Main)	1945	2"	RPZ	Wilkins	975XL	3467855	10/13/2014	Behind building next to restrooms.
<b>VETERANS EXPRESSWAY (SR 589)</b>										
589	11	Sugarwood Toll Tech Building	7909	3/4"	RPZ	Wilkins	975XL	1178819	10/13/2014	At Lift station
589	11	Sugarwood Toll Tech Building	7909	2"	RPZ	Wilkins	975XL	3009874	10/13/2014	At the fence line and Caldesac
589	11	Sugarwood Toll Tech Building	7909	2"	RPZ	Wilkins	975XL	1134119	10/13/2014	Behind Administration Building

\* RPZ - Reduced Pressure Zone

\* DC - Double Check Valve

**ATTACHMENT "F"**

**BACKFLOW PREVENTER ASSEMBLIES INVENTORY**

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS AND LIFT STATIONS**

**POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
 VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
 SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0**

<b>SR #</b>	<b>MP #</b>	<b>FACILITY DESCRIPTION</b>	<b>BLDG #</b>	<b>SIZE</b>	<b>TYPE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>DATE LAST CERTIFIED</b>	<b>BACKFLOW PREVENTER ASSEMBLY LOCATION DESCRIPTION</b>
<b>SUNCOAST PARKWAY (SR 589)</b>										
589	14	Van Dyke Road Off Ramp Toll Plaza N/B	7138	2"	RPZ	Wilkins	975XL	2989837	10/13/2014	S/B exit ramp at Rd.
589	14	Van Dyke Road Off Ramp Toll Plaza N/B	7138	3/4"	RPZ	Wilkins	975XL	3597962	10/13/2014	At lift Station
589	19	SR 54 Off Ramp Toll Plaza N/B	7137	2"	RPZ	Conbraco	40208A2	KJ290	10/13/2014	At well.
589	19	SR 54 Off Ramp Toll Plaza N/B	7136	2"	RPZ	Conbraco	40208A2	KL651	10/13/2014	At well.
589	24	Anclote Toll Plaza	7143	2"	RPZ	Wilkins	975XL	2989872	10/13/2014	At well.
589	24	Anclote Toll Plaza	7143	3"	RPZ	Conbraco	20002	N1987	10/13/2014	At well.
589	34	Springhill Toll Plaza	7141	2"	RPZ	Wilkins	975XL	2989878	10/13/2014	At well.
589	34	Springhill Toll Plaza	7141	2"	RPZ	Wilkins	975XL	3063780	10/13/2014	At well.
589	37	County Line N/B Toll Plaza	7145	1"	RPZ	Wilkins	975XL	3268976	10/13/2014	Ramp Exit
589	37	County Line S/B Toll Plaza	7135	2"	RPZ	Conbraco	40208A2	KJ280	10/13/2014	At well.
589	46	SR 50 S/B Cortez Blvd. Ramp	7139	3"	RPZ	Febco	860	9811211244	10/13/2014	Left side of ramp
589	46	SR 50 N/B Cortez Blvd. Ramp	7140	2"	RPZ	Wilkins	975XL	3107024	10/13/2014	Left side of ramp
589	53	Oak Hammock Toll Plaza	7146	2"	RPZ	Conbraco	40208A2	KJ286	10/13/2014	At well.

\* RPZ - Reduced Pressure Zone

\* DC - Double Check Valve

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**



EXHIBIT "B"

METHOD OF COMPENSATION

ITB-DOT-15/16-8008-RM

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

FOR

POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0

FPID: 192687-1-7B-01

EXHIBIT "B"

**EXHIBIT "B"**  
**METHOD OF COMPENSATION**

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

**POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5**  
**VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6**  
**SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0**

**ESTIMATED QUANTITIES CONTRACT**

**1.0 General**

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

**1.1 Definitions and Terms**

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

Combination: Earth excavating equipment with a backhoe and front-end loader.

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

Any changes in the maximum limiting amount shall require execution of a Supplemental Agreement as specified in Section 1.B of the Standard Written Agreement. The Vendor shall not be obligated to perform services or incur costs that would result in exceeding the Contract dollar amount, nor shall the Department be obligated to reimburse the Vendor's for services which result in exceeding the Contract dollar amount, except to the extent said amount is increased by a Supplemental Agreement. Execution of this Contract does no guarantee that the work will be authorized.

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

Compensation for any off hours services (between 5:00PM and 8:00AM, all day Saturday and Sunday and/or State Holidays), as required by the Contract Manager will be provided using the unit rates in Exhibit "C," Bid Blank. No additional compensation for off hours work will be considered beyond those rates.

## 2.0 Pay Item Definition (Basis of Payment)

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

### 2.1 Preventive Maintenance Services

Payment for this activity shall constitute full compensation for furnishing all labor, materials, expendable supplies, equipment, tools, transporting, confined space entry, maintenance of traffic, lock-out/tag-out, instruments and special apparatus, dump fees, reports and other items required to perform a preventive maintenance on equipment located within the Contract limits as specified in Exhibit "A," Scope of Services, Section 4.0.

A. Payment will be made on the basis of the Contract unit rates as shown in Exhibit "C," Bid Blank, under the following pay item numbers:

- **Pay Item No. 1 - Monthly Preventive Maintenance Services on all Major and Minor Lift Station Systems, Each Visit.**  
The Contract unit rate for this pay item shall cover the cost of each Monthly Preventive Maintenance Services on all Major and Minor Lift Stations as defined on Exhibit "A," Scope of Services, Section 4.1.A.
- **Pay Item No. 2 - Annual Preventive Maintenance Services on all Major and Minor Lift Station Systems, Each Visit.**  
The Contract unit rate for this pay item shall cover the cost of each Annual Preventive Maintenance Services on all Major & Minor Lift Stations as defined on Exhibit "A," Scope of Services, Section 4.1.C.
- **Pay Item No. 3 - Annual Backflow Prevention Assemblies (BPA) Inspection, Testing and Certification, Each Visit:**  
The Contract unit rate for this pay item shall cover the cost of each Annual Backflow Prevention Assemblies Inspection, Testing and Certification on all BPAs as defined on Exhibit "A," Scope of Services, Section 4.2.A.

### 2.2 Repair, Installation and Replacement Work (Unscheduled Services)

Payment for this activity will be full compensation for all labor, expendable supplies, equipment, tools, transportation, instruments and special apparatus, dumping and any other related activities for authorized unscheduled service, repairs, installation and replacement, as specified in Exhibit "A," Scope of Services.

A. The Department will pay the Vendor a one (1) hour minimum for the assigned/approved service personnel rate, as applicable, for repair, installation and replacement calls at each site. Site designations are shown in Attachment "B," Locations. Multiple work documents at the same site per visit will be considered as

a single repair, installations and replacement call for the purpose of the one (1) hour minimum charge. For work performed at the site in excess of the one (1) hour minimum, the Vendor's time will be pro-rated and paid in quarter (1/4) hour increments.

- B. One (1) Journeyman (Plumber/Electrician) is required for each Work Document/project. Additional service personnel shall be considered laborers, regardless of qualifications.
- C. In case of emergencies, where immediate action is required, as specified in Exhibit "A," Scope of Services, the Department will pay the Vendor two (2) hours minimum for the assigned/approved service personnel rate, as applicable, for repair, installation and replacement calls at each site. Multiple work documents at the same site per visit will be considered as a single repair, installations and replacement call for the purpose of the two (2) hours minimum charge. For work performed at the site in excess of the two (2) hours minimum, the Vendor's time will be pro-rated and paid in quarter (1/4) hour increments.
- D. Payment will be made on the basis of the unit rates as shown below and on Exhibit "C," Bid Blank.

- **Pay Item No. 4 - Journeyman Plumber, Hourly Rate, Per Hour:** The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of a certified/licensed Plumber.
- **Pay Item No. 5 - Apprentice Plumber, Hourly Rate, Per Hour:** The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of an Apprentice Plumber, regardless of qualifications.
- **Pay Item No. 6 - Journeyman Electrician, Hourly Rate, Per Hour:**  
The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of a certified/licensed Electrician.
- **Pay Item No. 7 - Apprentice Electrician, Hourly Rate, Per Hour.** The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of an Apprentice Electrician, regardless of qualifications.
- **Pay Item No. 8 - Video/Camera Service, Including an Operator, Hourly Rate, Per Hour:**  
The Contract unit rate for this pay item shall cover the cost of each hour the Video/Camera Services (including an Operator) is utilized as defined on Exhibit "A," Scope of Services, Section 4.3.N.

## 2.3 Confined Space Entry

Payment for the following pay items will be made ONLY when work requires entry into a confined space area, as specified in Exhibit "A," Scope of Services, Section 5.8.

### A. Equipment for Confined Space Entry

The Vendor shall provide any personal protective and safety equipment required by its employees for entry into a confined space area(s).

- **Pay Item No. 9 - Equipment for Confined Space Entry, Per Person, Per Day:**

The unit rate for this pay item shall cover the daily rate of the equipment, instruments and any special apparatus, per person.

### B. Confined Space Attendant

The Vendor shall designate a trained employee (Attendant) to station and remain outside the confined space(s) at all times during entry operations. The Attendant shall maintain communication with employee(s) working in the confined space to ensure their safety.

- **Pay Item No. 10 - Confined Space Attendant (remains outside the confined space during entry operations) Hourly Rate, Per Hour:**

The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of a Confined Space Attendant.

## 2.4 Lift Station By-Pass Pumping System

- A. Payment for this activity shall constitute full compensation for all labor, equipment, tools, materials, fuel, transporting and any other incidentals necessary to install, maintain, and after disconnect, and site cleanup the temporary by-pass pumps as specified in Exhibit "A," Scope of Services, Section 4.3.L.

- **Pay Item No. 11 - 4" By-Pass Pumping System, Including an Operator, Per Day:**

The Contract unit rate for this pay items shall cover the daily rate cost for performing the 4" By-Pass Pumping System, including an Operator.

- **Pay Item No. 12 - 2" By-Pass Pumping System, Including an Operator, Per Day:**

The Contract unit rate for this pay items shall cover the daily rate cost for performing the 2" By-Pass Pumping System, including an Operator.

## 2.5 Pumping of Onsite Waste Disposal System

Payment for this activity will be full compensation for all labor, tools, equipment, materials, transporting, maintenance of traffic, dump fees, and any other related activities necessary for removal and disposal of sewage, as specified in Exhibit "A," Scope of Services, Section 4.3.O.



- A. Payment will be based on the actual quantity (gallons) of sewage removed and disposed, and the time of a vacuum truck or pump truck including an operator, as approved by the Contract Manager, at the unit rates stipulated by the Vendor on Exhibit "C," Bid Blank.
- B. The Vendor will be paid two (2) hours minimum for vacuum/jet truck hourly rate, as applicable, for each work document requiring such service. The vacuum/jet truck time for sewage removal at the site in excess of the two (2) hours, will be pro-rated and paid in quarter (1/4) hour increments.
- **Pay Item No. 13 - Sewage Removal and Disposal, Per Gallon:**
  - **Pay Item No. 14 - Vacuum/Jet Truck, Including an Operator, Hourly Rate, Per Hour:**
- 2.6 Earth Excavating Equipment and De-watering Pumps
- A. Payment for the following pay items shall include all costs (transportation, fuel, operation, maintenance, safety equipment, personal protective equipment, incidentals, etc.) for Earth Excavating Equipment including Operator capable of excavating to a depth of twenty feet (20').
- The Department will pay the Vendor two (2) hours minimum for Earth Excavating Equipment including operator, as applicable, for each work document requiring such service. The Earth Excavating Equipment's time for work at the site in excess of the two (2) hours will be pro-rated and paid in quarter (1/4) hour increments.
- **Pay Item No. 15 - Earth Excavating Equipment, Including an Operator, Hourly Rate, Per Hour.**
- B. The following pay items shall include all cost (transporting, fueling, maintaining, operating, hoses, etc.) for the use of dewatering pumps and accessories in conjunction with excavation dewatering:
- **Pay Item No. 16 - 4" De-Watering Pump, Per Day.**
  - **Pay Item No. 17 - 2" De-Watering Pump, Per Day.**
- 2.7 Parts/Materials/Components for Repair, Installation and Replacement Work
- A. Allowance for Parts/Materials/Components
- Pay Items 18 and 19 are an allowance for purchase, handling, storage, and inventory of supplies and for overhead, profit, and sales tax associated with these parts/materials/components, and a percentage mark-up allowance.
- **Pay Item No. 18 - Parts/Materials/Components Allowance.**  
The Parts/Materials/Components Allowance covers ONLY the actual cost of Parts/Materials/Components; it does not include state sales tax, packing freight, shipping, demurrage or any other handling charges.

- **Pay Item No.19 - Mark-Up Allowance for Parts/Materials/ Components, Percent:**

The fixed percentage for mark-up allowance will be full compensation for state sales tax, packing freight, shipping, demurrage or any other handling charges, overhead, profit, unloading and handling of parts/materials/components on-site, and any other applicable expenses.

## 2.8 Maintenance of Traffic (MOT)

Payment for these activities shall constitute full compensation for furnishing all labor, materials, expendable supplies, equipment, tools, and incidentals necessary to perform maintenance of traffic. All activities under these pay items shall comply with applicable requirements found in Exhibit "A," Scope of Services, Section 5.0.

- A. Payment will be made on the basis of the Contract unit prices as shown in Exhibit "C," Bid Blank, under the item number below:

- **Pay Item No. 20 - Maintenance of Traffic, Per Location Per Day:**

The Contract unit rate for this pay item shall cover the cost of each location per day a complete lane closure set-up is activated in accordance with Design Standard Index 667. The quantity to be paid for will be one (1) regardless of how many times temporary lane closures were set up or removed at one location/plaza per day. Price and payment will be full compensation for all work and costs associated with a temporary lane closure. It shall include all other incidental and miscellaneous cost such as providing a Worksite Traffic Control Supervisor, furnishing, installing, relocating, maintaining and removing the various traffic control devices (cones, barricades, advance warning arrow panel, warning and regulatory signs, portable changeable message sign, advance warning vehicles with arrow panel and truck mounted attenuator) including the costs associated with attached warning lights and flags.

- B. Maintenance of Traffic that do not require a complete set-up and/or of less than three (3) hours duration, shall be incidental to the work being performed. No separate payment will be made.

## 3.0 Method of Measurement

All measurement of payment will be based on the actual amount of work done/completed, in strict accordance with the specifications and all codes/standards specified herein, and approved by the Contract Manager. Work completed under this Contract shall be measured according to the methods outlined in the basis of payment hereunder and shall be paid for at the contract unit price for such activity.

### 3.1 Compensation

The Vendor shall be paid, per the compensation details in this Exhibit and the price schedule in the Exhibit "C," Bid Blank, for the work accomplished and accepted by the Contract Manager. The total payment made to the Vendor shall not exceed the maximum amount of the face value of the Contract, without Supplemental Agreement being processed. Funding must be approved by the Department for any additional work that would result in exceeding the contract dollar amount, prior to undertaking such additional work. Compensation shall be made only for actual work performed at the unit measure, quantity and unit cost specified in Exhibit "C," Bid Blank.

### 3.2 Invoicing

Payment will be made following receipt and approval of a monthly invoice package for all work performed and accepted by the Department's Contract Manager. The invoice package shall include an itemized monthly invoice and all contract maintenance work documents, as specified in item A below.

The Vendor's monthly invoice package shall be submitted to the address below.

Department of Transportation  
PO Box 613069  
Ocoee FL 34761  
Attn: Dan Whalen

- A. The itemized monthly invoice shall be a legible summary on the Vendor's letterhead that includes the following:
1. Remittance Address
  2. State Contract Number
  3. State Financial Project Identification Number
  4. Billing Period
  5. List of Contract Maintenance Work Document Number(s)
  6. Total Cost per Work Document
  7. Total Amount of Invoice
  8. Total Labor Hours
  9. First day worked and last day worked on the monthly statement
- B. The "LABOR HOURS" are the total number of expended hours times the number of employees assigned to perform the work. The information is required for entry into the Department's Maintenance Management System (MMS) only, and not intended as a basis of payment.
- 3.3 The Vendor shall provide a statement (Attachment "C," Disbursement of Previous Payments), with all but the first and last pay request to the Department which certifies that the Vendor has disbursed to all sub-vendors, laborers, and materials suppliers, having an interest in the Contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed and materials furnished in the previous period. This certification shall be in the form designated by the Department. The Department shall not make any payments after the initial payment until the Vendor furnishes said certification, unless the Vendor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both, the Department and the affected sub-vendors, laborers, and material suppliers.
- 3.4 Payment for parts/materials will be made upon presentation of receipt from the parts/materials supplier to the Vendor. The receipt shall be attached to the Vendor's invoice when billing the Department for parts/materials. This documentation of the supplier's receipt is a requirement of the State Comptroller in order to receive reimbursement for parts/materials.
- 3.5 Any work performed by unlicensed or unapproved personnel shall result in non-payment.

- 3.6 In case there are discrepancies between the Department's records and the unscheduled service hours stated in the Vendor's invoice, the Toll Plaza Visitor Log will be used to verify the Vendor's hours. Should the Vendor fail during that assignment to comply with the requirements, the Department reserves the right to pay the Vendor for a maximum of one (1) hour, regardless of the hours invoiced by the Vendor for that work order.
- 3.7 No compensation shall be paid separately for travel time, expenses or tolls. Therefore, all anticipated travel time and travel expenses incurred by the Vendor shall be included in the Vendor's unit bid prices. The Vendor and any sub-vendor shall pay toll charges for all vehicles and equipment at the standard rate applicable to the general public.
- 3.8 The Vendor shall submit a Certificate of Contract Completion with the final invoice (see Attachment "D").
- 3.9 In the event that funds paid to the Vendor under this Contract are subsequently disallowed by the Department because of accounting errors or charges not in conformity with this Contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, Vendor agrees that the Department shall have the right to deduct from any payment due to the Vendor under any other contract between the Vendor and the Department or under this Contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor.
- 3.10 No retainage shall be withheld from the payments to the Vendor for this Contract.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**



EXHIBIT "C"

BID BLANK

ITB-DOT-15/16-8008-RM

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS  
AND LIFT STATIONS**

FOR

POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0

FPID: 192687-1-7B-01

EXHIBIT "C"

**EXHIBIT "C" - BID BLANK**

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS AND LIFT STATIONS**

**POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
 VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
 SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0**

**ESTIMATED QUANTITIES CONTRACT**

**FORMULA (FOR FILLING IN BID BLANK PAY ITEM): QUANTITY OF ITEM X(times) THE UNIT RATE(\$)** = TOTAL COST(\$)

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY OF ITEM*	UNIT RATE	PAY ITEM TOTAL
1	Monthly Preventive Maintenance Services on all Major and Minor Lift Station Systems	Each Visit	99	\$ _____	\$ _____
2	Annual Preventive Maintenance Services on all Major and Minor Lift Station Systems	Each Visit	9	\$ _____	\$ _____
3	Annual Backflow Prevention Assemblies (BPA) Inspection, Testing and Certification	Each Visit	26	\$ _____	\$ _____
4	Journeyman Plumber, Hourly Rate	Per Hour	225	\$ _____	\$ _____
5	Apprentice Plumber, Hourly Rate	Per Hour	30	\$ _____	\$ _____
6	Journeyman Electrician, Hourly Rate	Per Hour	10	\$ _____	\$ _____

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

Subtotal Amount of Pay Item Nos. 1 – 6: \$ \_\_\_\_\_

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

**EXHIBIT "C" - BID BLANK**

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS AND LIFT STATIONS**

**POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
 VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
 SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0**

**ESTIMATED QUANTITIES CONTRACT**

<i>FORMULA</i>	<i>(FOR FILLING IN BID BLANK PAY ITEM):</i>	<i>QUANTITY OF ITEM</i>	<i>X(times)</i>	<i>THE UNIT RATE(\$)</i>	<i>= TOTAL COST(\$)</i>
<b>PAY ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY OF ITEM*</b>	<b>UNIT RATE</b>	<b>PAY ITEM TOTAL</b>
7	Apprentice Electrician, Hourly Rate	Per Hour	10	\$ _____	\$ _____
8	Video/Camera Service, Including an Operator, Hourly Rate	Per Hour	8	\$ _____	\$ _____
9	Equipment for Confined Space Entry	Per Person Per Day	5	\$ _____	\$ _____
10	Confined Space Attendant, Hourly Rate	Per Hour	5	\$ _____	\$ _____
11	4" By-Pass Pumping System, Including an Operator	Per Day	5	\$ _____	\$ _____
12	2" By-Pass Pumping System, Including an Operator	Per Day	5	\$ _____	\$ _____
13	Sewage Removal and Disposal	Per Gallon	6,000	\$ _____	\$ _____

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

Subtotal Amount of Pay Item Nos. 7 – 13: \$ \_\_\_\_\_

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

**EXHIBIT "C" - BID BLANK**

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS AND LIFT STATIONS**

**POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
 VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
 SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0**

**ESTIMATED QUANTITIES CONTRACT**

<i>FORMULA</i>		<i>(FOR FILLING IN BID BLANK PAY ITEM):</i>		<i>QUANTITY OF ITEM</i>	<i>X(times)</i>	<i>THE UNIT RATE(\$)</i>	<i>= TOTAL COST(\$)</i>
<b>PAY ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY OF ITEM*</b>	<b>UNIT RATE</b>	<b>PAY ITEM TOTAL</b>		
14	Vacuum/Jet Truck, Including an Operator, Hourly Rate	Per Hour	30	\$ _____	\$ _____		
15	Earth Excavating Equipment), Including an Operator, Hourly Rate	Per Hour	20	\$ _____	\$ _____		
16	4" De-Watering Pump	Per Day	5	\$ _____	\$ _____		
17	2" De-Watering Pump	Per Day	5	\$ _____	\$ _____		
18	Parts/Materials/Components Allowance (Dollars Available)	Dollars	1	<b>DO NOT BID</b>	<b>\$12,000.00</b>		
19	Mark-Up Allowance for Parts/ Materials/Components (Fixed Percentage not to exceed 20%)	Percent	\$12,000.00	_____ %	\$ _____		
20	Maintenance of Traffic	Per Location Per Day	2	\$ _____	\$ _____		

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

Subtotal Amount of Pay Item Nos. 14 - 20: \$ \_\_\_\_\_

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



**EXHIBIT "C" - BID BLANK**

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS AND LIFT STATIONS**

**POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0**

**ESTIMATED QUANTITIES CONTRACT**

SUBTOTAL AMOUNT FOR PAY ITEM NOS. 1 – 6:      \$ \_\_\_\_\_.

SUBTOTAL AMOUNT FOR PAY ITEM NOS. 7 – 13:      \$ \_\_\_\_\_.

SUBTOTAL AMOUNT FOR PAY ITEM NOS. 14 – 20:      \$ \_\_\_\_\_.

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**TOTAL AMOUNT FOR THIS CONTRACT:**      \$ \_\_\_\_\_  
**(ADD TOGETHER ALL ABOVE SUBTOTALS)**

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

**MFMP TRANSACTION FEE:** All payment(s) to the vendor resulting from this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. However, all vendors should be aware that effective November 1<sup>st</sup>, 2015 through July 1<sup>st</sup>, 2016, in accordance with Senate Bill 2502-A, the Transaction Fee will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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

**EXHIBIT "C" - BID BLANK**

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS AND LIFT STATIONS**

**POLK PARKWAY (S.R. 570), MILEPOST 0.0 TO MILEPOST 24.5  
VETERAN'S EXPRESSWAY (S.R. 589), MILEPOST 0.0 TO MILEPOST 16.6  
SUNCOAST PARKWAY (S.R. 589), MILEPOST 16.7 TO MILEPOST 61.0**

**ESTIMATED QUANTITIES CONTRACT**

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

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

- \_\_\_ Bid Blank: Exhibit C, Page C - 1 thru C - 5.
- \_\_\_ Copy of the Vendor's current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract).
- \_\_\_ Copy of the Vendor's current and valid certificate/license as a Plumbing Vendor issued by the Florida Department of Business and Professional Regulation.
- \_\_\_ Copy of the Vendor's and/or sub-vendor's current and valid Certificate/License as an Electrical Vendor issued by the Florida Department of Business and Professional Regulation.
- \_\_\_ Copy of the Vendor's and/or sub-vendor's individual(s) currently holding a valid Class "C" Wastewater Collection Certification issued by the Florida Water and Pollution Control Operators Association.
- \_\_\_ Copy of the Vendor's and/or sub-vendor's current and valid certificates for Backflow Repair and Backflow Testing issued by the Florida Department of Business and Professional Regulation, authorizing the Vendor and/or sub-vendor to perform the work specified in this Contract.
- \_\_\_ All forms supplied with the bid package (Forms 1 thru 4, Form 5 if applicable). Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms.

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

Mail Address: \_\_\_\_\_ M.B.E.:  Yes  No

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

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

Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_ - \_\_\_\_\_

**Emergency Contact Information (After Hours):**

Name: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

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

Owner, President, Vice President or Designated Officer (Corporate Resolution)\*\*

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

Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

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