

State of Florida
Department of Transportation
District One Procurement Office
801 N. Broadway Ave
Bartow, FL 33830

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP

FAX TO (863)519-2661 OR E-MAIL TO Danielle Rose, D1-Purchasing@dot.statefl.us

Bid Number: ITB-DOT-18/19-1263REBID

Title: Generator Owner Protection Plan & Maintenance Services for the SWIFT SunGuide Center

Bid Due Date & Time (On or Before): May 2, 2018 @ 9:00AM

Bid Opening Date & Time: May 2, 2018 @ 10:00AM

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 (863) 519-2661, or e-mail to Danielle Rose, D1-purchasing@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, 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: Danielle Rose, d1-purchasing@dot.state.fl.us, PH: 863-519-2212

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

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

Bidder: _____ FEID# _____.

Address: _____ City, State, Zip: _____.

Phone: _____ Fax: _____ E-mail: _____

Authorized Signature: _____ Date: _____

Printed/Typed: _____ Title: _____

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

375-040-18
PROCUREMENT
03/17

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

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

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

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

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

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

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

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

YES

NO

NAME OF BUSINESS: _____

**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, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

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

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

375-040-24
PROCUREMENT
03/17

PROCUREMENT NO. ITB-DOT-18/19-1263REBID FINANCIAL PROJECT NO. 2016101A102

(DEPARTMENT USE ONLY)

DESCRIPTION: Generator Owner Protection Plan & Maintenance Services for the SWIFT SunGuide Center

I, _____ , _____
(name) (title)

of _____

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

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

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

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

Signed: _____

Title: _____

Date: _____

**State of Florida
Department of Transportation**



INVITATION TO BID
**“Generator Owner Protection Plan & Maintenance
Services for the SWIFT SunGuide Center”**

ITB-DOT-18/19-1263REBID

CONTACT FOR QUESTIONS:

Danielle Rose, Procurement Agent
D1-purchaing@dot.state.fl.us
Fax: 863-519-2661
Phone: 863-519-2212
801 N. Broadway Ave
Bartow, FL 33830

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 Generator Owner Protection Plan & Maintenance Services for the SWIFT SunGuide Center. It is anticipated that the term of the contract will begin on or about July 1, 2018 and be effective for (36) 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 (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.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
DEADLINE FOR TECHNICAL QUESTIONS - There is no deadline for administrative questions.	04-26-2018	2:00 PM
BIDS DUE (ON OR BEFORE) - 801 N. Broadway Ave Bartow, FL 33830 863-519-2212	05-02-2018	9:00 AM
PUBLIC OPENING - 801 N. Broadway Ave Bartow, FL 33830 863-519-2212	05-02-2018	10:00 AM
POSTING OF INTENDED DECISION/AWARD -	05-02-2018	2:00 PM

3) BID OPENING AGENDA

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

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

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

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

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

4) **SPECIAL ACCOMMODATIONS**

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

SPECIAL CONDITIONS

1) **MyFloridaMarketPlace**

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

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2017 through June 30, 2018, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be 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 REQUIREMENT**

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

3) **QUESTIONS & ANSWERS**

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

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

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Danielle Rose

801 North Broadway Ave

Bartow, FL 33830

Fax: (863) 519-2661

Email: D1-Purchasing@dot.state.fl.us

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (863)519-2212

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

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

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

5) DIVERSITY ACHIEVEMENT

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/.

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

9) QUALIFICATIONS

9.1 GENERAL

Bidder must meet the following minimum qualifications:

9.1.1 Been actively engaged in the type of business being requested for a minimum of 2 years.

9.2 BIDDER QUALIFICATIONS

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

9.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

9.4 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

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

For licensing, contact:

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

10) 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, (Danielle Rose, 801 N. Broadway Ave Bartow, FL)** 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

EXHIBIT "B"

14) CONTRACT DOCUMENT

PURCHASE ORDER

The MyFloridaMarketPlace "Purchase Order Terms and Conditions" and the Department's "Purchase Order Terms & Conditions" are referenced or attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of each Purchase Order issued for this solicitation. In submitting a bid, the bidder agrees to be legally bound by these terms and conditions.

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

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

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

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

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

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

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

17) UNAUTHORIZED ALIENS

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

18) SCRUTINIZED COMPANIES LISTS

Responses of \$1 million or more must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

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 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-18/19-1263REBID - 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
District One Procurement Office
Danielle Rose MS 1-31
801 N. Broadway Ave.
Bartow, FL 33830
Phone # 863-519-2212**

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, (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) A Purchase Order issued by the Department.

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

Exhibit "A" – Scope of Service

Exhibit "B" – Method of Compensation

Exhibit "C" – Price Proposal

Minimum Qualifications Statement

Drug-Free Workplace Program Certification (Form 375-040-18)

Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of \$1 million or more

MBE Planned Utilization (Form 375-040-24)

33) TERMS AND CONDITIONS

33.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable.

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

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

Paragraph 31, Dispute Resolution - PUR 1000

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

33.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable.

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

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

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

33.3 MFMP Purchase Order Terms and Conditions

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

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

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

34) ORDER OF PRECEDENCE

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

Exhibit "A" – Scope of Service

Exhibit "B" – Method of Compensation

Exhibit "C" – Price Proposal

Minimum Qualifications Statement

Drug-Free Workplace Program Certification (Form 375-040-18)

Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of \$1 million or more)

MBE Planned Utilization (Form 375-040-24)

Standard Written Agreement

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

Exhibit "A" - Scope of Services
ITB-DOT-18/19-1263REBID
“Generator Owner Protection Plan & Maintenance
Services for the SWIFT SunGuide Center”

1.0 General Requirements

The purpose of this Contract is to provide a Generator Owner Protection Plan and Generator Maintenance Services for the State of Florida Department of Transportation District One (herein after referred to as the FDOT or the Department) Southwest Interagency Facility for transportation (SWIFT) SunGuide Center at the Joseph P. Bertrand Building (hereinafter referred to as the SWIFT Center).The Vendor shall furnish all labor, materials, and equipment required to provide Generator Maintenance Services, during the hours of operations of the SWIFT Center or as designated by the Department. The building is operational and occupied twenty-four (24) hours per day, seven (7) days per week, 365 days per year, regardless of weekends and holidays.

The SWIFT Center is located at 10041 Daniels Parkway, Fort Myers, Florida 33913 and adjacent to 1-75 at the Daniels Parkway interchange contiguous with the existing rest area. The building will be staffed 24 hours per day, seven days per week.

1.1 Normal Business Hours

The normal business hours for the SWIFT Center are 8:00 am to 5:00 pm Monday through Friday. During these hours, the front doors will be open to the public. After these hours, the front doors will be locked and the building may only be accessed by valid ID/proximity card or by using the intercom system to alert the control room, Motor Carrier and Compliance Office reception, Florida Highway Patrol reception and/or the security guard station located in the main lobby reception area.

1.2 State Holidays

The building will be dosed to the public on the following days, which are observed state holidays:

- New Year's Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day
- Martin Luther King, Jr. Day
- Veteran's Day
- Day after Thanksgiving Day
- Labor Day

If any of these holidays fall on a Saturday, the preceding Friday is observed. If any of these holidays fall on a Sunday, the following Monday is observed.

2.0 **Service Requirements**

- 2.1 The Vendor will be responsible for all services conducted by their employees and assure the quality of their services. The Vendor is responsible for the safety of their employees.
- 2.2 All Vendor supplied equipment utilized for this Contract shall be used in an appropriate manner.
- 2.2.1 The Department shall not be responsible for improper use of equipment by the Vendor or their employees. The Department shall not be responsible in any way for damages, destruction, or loss, from any cause, to the Vendor's equipment, supplies, materials, tools or personal property of the Vendor.
- 2.3 Department facilities, fax machines, telephones, copiers, and computers will not be used by the Vendor to conduct personal business. Use of Department resources must be authorized by the Department and is limited to direct support of this contract.
- 2.4 After contract execution but prior to the notice to proceed, the Vendor will be responsible for conducting a site visit to determine the number of runtime hours already posted on the generator display. This number will be witnessed and approved by a Department representative and recorded by the Vendor as the starting point for annual term year 1 of this contract. The starting runtime for this contract will be documented in the purchase order issued by the Department
- 2.5 The GOPP portion of this agreement is for three years or a total of 900 generator run time hours whichever occurs first. The agreement consists of three annual terms or blocks of 300 generator run time hours. If 300 run time hours are exceeded before the end of the first annual term then the department will issue another Purchase Order to start the next annual term. If a total of 600 run time hours are exceeded before the end of the next annual term then the Department will issue the next Purchase Order, and so on. If an annual term expires before 300 hours are reached then a new annual term will begin regardless of the runtime hours and an additional 300 hours of run time will be added to increase the expiration term for the run time. This will be repeated until a total of three years or a total of 900 generator run time hours have been reached at which point the GOPP will end. The remaining services shall continue in accordance with this agreement for a period of three years regardless of the run time on the generator.

3.0 **Department's Responsibilities**

- 3.1 The Department will assign a Project Manager, the FDOT ITS Operations Manager, or his or her designee, to administer the terms of this Contract.
- 3.2 The Department will conduct periodic reviews of the Vendor's activities. Reviews will be conducted to determine compliance with this Contract. The Vendor shall cooperate with and assist the Department Project Manager in conducting these reviews.

4.0 Generator Maintenance Services

4.1 Purpose

The Vendor shall perform preventative maintenance, repairs, and testing services for the electrical power generator at the SWIFT Center.

4.2 Equipment

- 4.2.1 One (1) Caterpillar Model 3412, 800 kW Electric Power Generation System, 480 V, 60 Hz, 3 Phase
- 4.2.2 1200 gallon internal diesel fuel tank
- 4.2.3 6000 gallon supplemental exterior diesel fuel tank

4.3 Summary of Services

- 4.3.1 The Vendor shall provide a Generator Owner Protection Plan (GOPP) Total Maintenance and Repair Agreement (also known as a Customer Support Agreement or CSA) to provide 100% preventative, routine and emergency repair service as required to maintain equipment in good operating condition. Maximum response time is four (4) hours. Vendor must be a factory authorized Caterpillar Dealer to provide the GOPP, preventative maintenance and repair services for above equipment and associated devices.
- 4.3.2 The Vendor will perform major repairs as required to engine, generator, control panel, batteries, charger, water heater, radiator, alarms and switches, and all minor repairs required to keep the generator in operating condition. The Vendor shall furnish all labor and parts needed (except for fuel) all necessary tools, equipment, and materials for all services.
- 4.3.3 The GOPP shall include 100% of all maintenance and preventative maintenance of the generator. The GOPP shall include all maintenance for the generator including all fluids, batteries, belts, hoses, power take-offs, paint, clutches, stabilizing jacks, base radiator, fuel tank, control panels, rotor & stator, bearings, exciter, EMCP module, voltage regulator, start/stop module, and filters. The Vendor will perform routine repair service on a unit when hour meter reading so indicates a service interval (routine service includes as a minimum: annual load bank test, oil change, filters, and inspections).
- 4.3.4 The GOPP shall include coverage for lightning strikes.
- 4.3.5 The GOPP shall include fuel testing and treatment when needed to prevent algae growth and other contamination from occurring in either of the two

storage tanks (1 — 6000 gallons and 1 — 1200 gallons).

- 4.3.6 The GOPP shall include a rental generator and hook up if the Vendor responds to an equipment failure and determines the proper repair cannot be completed within twelve hours. A self-contained rental unit of the proper size will be provided and hooked up. This rental unit will be provided without charge until the equipment repair has been completed.
 - 4.3.7 The Vendor shall conduct a weekly test based on the manufacturers recommended maintenance activities and will include as a minimum, the services shown in the example checklists in Attachments I — Weekly Generator Testing to document the generator is operating properly or to determine if any deficiencies exist that require maintenance services or repair. Once completed, a copy of the weekly inspection form shall be submitted to the Department. In addition, the Vendor shall document the actual run-time of the generator and include the readings for all critical components such as voltage, amperage, oil pressure, etc. This shall be submitted weekly with the inspection form.
 - 4.3.8 Once per month the Weekly Generator Test shall include a Load Test for a minimum of 30 minutes. The Vendor shall document the results of this test.
 - 4.3.9 The Vendor shall review the status of the Diesel Fuel Tank Electronic Monitoring Panel monthly, conduct visual inspection of Panel and review generator system log book.
 - 4.3.10 The Vendor is responsible for scheduling and providing the rupture basin alarm test and the yearly 6000-gallon supplemental exterior diesel fuel tank safety inspection. The Company must be a Certified Florida Storage Tank Inspector. This inspection will be used for the renewal of the Certificate of Compliance from the Department of Environmental Protection Division of Waste Management Bureau of Petroleum Storage Systems.
-
- 5.0 List of Attachments
 - 5.1 Attachment I — Weekly Generator Testing

ATTACHMENT I – WEEKLY GENERATOR TEST

Weekly Preventive Maintenance for Standby Generator Sets To Be Performed By An Authorized Operator

Operator _____

Date _____

WARNING

The stop-manual-automatic switch on the cranking panel must be set at “stop” position when performing maintenance or repair work on a standby generator set. This prevents the unit from starting if a power failure or voltage drop should occur while working on the unit.

To prevent personal injury due to accidental starting of the engine, disconnect the batteries or disable the starting system before doing maintenance or repair work.

Lock out all switch gear and automatic transfer switches associated with the generator while performing any generator maintenance or repairs. Make sure no shock hazard exists.

Failure to comply could result in personal injury or death.

Item	Service	Status	
		Satisfactory	Unsatisfactory
Weekly: Before Starting the Engine			
Walk-Around Inspection	Check the engine, radiator and generator for debris, foreign objects, loose or broken fittings, guards and components. Repair as necessary.	_____	_____
Belts	Inspect for worn, broken or loose belts (alternator, fan, drive, etc.).	_____	_____
Cooling System	Maintain proper coolant level.	_____	_____
Block Heater	Check for proper operation. Maintain 32°C (90°F) coolant temperature in the block at all times.	_____	_____
Air Cleaner Indicator	Check the indicator. Change the air cleaner elements when the indicator diaphragm remains locked.	_____	_____
Engine Crankcase	Check the oil level. Maintain the oil level between the add and full marks on the engine stopped side of the dipstick.	_____	_____
Governor	Check and maintain the oil level (if required).	_____	_____
Fuel System	Check for leaks and drain water separator (if equipped). Keep fuel tank full. Check fuel filter indicator (if equipped).	_____	_____
Air System (If Equipped)	Drain condensate; check air pressure.	_____	_____
Batteries	Maintain electrolyte level, clean batteries if necessary, check for tight connections.	_____	_____
Gauges	Check the condition of all gauges. Repair or replace any broken gauge.	_____	_____
Battery Charger	Check for proper operation.	_____	_____
Generator and Control Panel	Visual inspection – check for loose, broken, or damaged wiring or components.	_____	_____

ATTACHMENT I – WEEKLY GENERATOR TEST

Item	Service	Status	
		Satisfactory	Unsatisfactory
Weekly: With Engine Running		Satisfactory	Unsatisfactory
Start the Engine	The following operational checks are intended to check the generator operation and the engine starting, lubricating and fuel systems as well as overall operation. The checks should take no longer than five (5) minutes to complete. Longer periods of operation are not required. A more beneficial test will be performed with the engine operating under load.	_____	_____
Oil Pressure	Check for proper operating oil pressure. Refer to the Operation and Maintenance guide for the correct pressure reading.	_____	_____
Fuel Pressure	Check for proper operating fuel pressure. Refer to the Operation and Maintenance guide for the correct pressure reading.	_____	_____
Engine Crankcase	Check the oil level. Maintain the oil level between the add and full marks on the engine running side of the dipstick.	_____	_____
Frequency (rpm) and Generated Voltage	Check and record readings. NOTE: The operating voltage of a cold (just started) generator will be slightly higher than the operating voltage of a generator that has been under load and warm. The full load voltage of a Generator will decrease a maximum of 1% when the generator stabilizes at 100°C (212°F). Most of the voltage decrease occurs in about 30 minutes. Generally, temperatures of generators stabilize within two hours.	_____	_____
Radiator Louvers	Check for proper operation (able to open and close freely).	_____	_____
Leaks and Noises	Check for leaks and unusual noises. NOTE: Engine must be stopped before making necessary repairs.	_____	_____
Weekly: After Stopping the Engine		Satisfactory	Unsatisfactory
Automatic Switches (If Equipped)	Check that all switches are in proper position for automatic start.	_____	_____
Fuel Level	Check the fuel level, refill when below three-fourths full.	_____	_____
Battery Charger	Record charging amperage reading.	_____	_____
Malfunctions	Report any malfunction and make necessary repairs.	_____	_____

Comments _____

Maintain a log or record keeping system to document all gauge readings, problems, repairs, and maintenance performed on the equipment.

These guidelines identify some of the preventive maintenance recommended for standby generator sets and are to be used with the operation and maintenance guide for your engine and generator. The guides will provide the necessary information on how to perform the checks and routine maintenance. Additional information can be obtained from the engine and generator service manuals, or contact your Caterpillar Dealer for assistance.

EXHIBIT "B"
ITB-DOT-18/19-1263REBID
METHOD OF COMPENSATION

"Generator Owner Protection Plan & Maintenance Services for the SWIFT SunGuide Center"

1.0 PURPOSE:

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

2.0 COMPENSATION:

For the satisfactory **performance** of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Amount of \$ TBD.

The Maximum Amount shall be made up of:

\$TBD from Fiscal Year 18/19

\$TBD from Fiscal Year 19/20

\$TBD from Fiscal Year 20/21

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

3.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. Payment shall be made at the unit billing rates in Exhibit "C", for services provided, as approved by the Department. The contract unit rates shall include the costs of salaries, overhead, fringe benefits and operating margin. Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department.

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. Payment shall be made to the Vendor for services provided plus actual allowable costs. **The invoice shall include documentation of man-hours provided and itemization of costs incurred (including receipts).**

Invoices shall be submitted to: Florida Department of Transportation
Financial Services
801 North Broadway Ave
Bartow, FL 33830

The Vendor has certified that ____% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link: <https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

4.0 DETAILS OF COSTS AND FEES:

Details of the Contractor's billing rates for the performance of the services are contained in Exhibit "C", attached hereto and made a part hereof.

5.0 TANGIBLE PERSONAL PROPERTY:

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

BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

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

Check off each the following:

- 1. The “Bid Sheet” has been filled out completely, signed, and enclosed in the bid response.
- 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- 3. “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the bid response, if applicable.
- 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the bid response, if applicable (bids of \$1 million or more).
- 5. The Scope of Services section has been thoroughly reviewed for compliance to the bid requirements.
- 6. The prices bid have been reviewed for accuracy and all price corrections have been initialed in ink.
- 7. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the bid response.
- 8. The bid response must be received, at the location specified, **on or before** the Bid Due Date and Time designated in the ITB.
- 9. On the Lower Left Hand Corner of the Envelope transmitting your bid response, write in the following information:

Bid No.: ITB-DOT-18/19-1263REBID

Title: “Generator Owner Protection Plan & Maintenance Services for the SWIFT SunGuide Center”

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION .