

**State of Florida
Department of Transportation**



INVITATION TO BID
**Emergency Service Patrol for North/South Project
Locations ON AN AS Needed Basis**

DOT-ITB-20-3014-KW

CONTACT FOR QUESTIONS:

Karen Woodham, Procurement Agent
Karen.woodham@dot.state.fl.us
Phone: (850) 330-1340
1074 Highway 90
Chipley, Florida 32428

State of Florida
Department of Transportation
District Three Procurement
1074 Highway 90
Chipley, Florida 32428

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP

FAX TO (850) 330-1494 OR E-MAIL TO Karen Woodham; karen.woodham@dot.state.fl.us

Bid Number: DOT-ITB-20-3014-KW

Title: Emergency Service Patrol for East/West Project Locations on an as needed Basis_____

Bid Due Date & Time (On or Before): March 31, 2020 by 2:00 PM

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 (850) 330-1494, or e-mail to Karen Woodham; Karen.woodham@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: () _____ Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone Karen Woodham; karen.woodham@dot.state.fl.us; phone: (850) 330-1340

Exhibit "C"
Bid Sheet

DOT-ITB-20-3014-KW

Emergency Service Patrol for North/South Project Locations

Each Project Location will be a separate contract

Route Number	Description	Hourly Rate
1	US 29 from I-10 North to SR 97 in Escambia County	\$
3	US 29 from SR 97 North to Florida/Alabama State Line in Escambia County	\$
5	Interstate 110 (Entire Limits)	\$
7	SR 87 from US 98 North to US 90 in Santa Rosa County	\$
9	SR 87/US 90 from SR 87N to SR 87S thru Milton	\$
11	SR 87 from US 90 to Alabama State Line	\$
13	SR 10/US 90 from SR 4/SR 189 to SR 85, SR 4/SR 189 from SR 4 to SR 10/US 90, SR 189 from SR 4 to Alabama State Line in Okaloosa County	\$
15	SR 85 S from SR 30/US 98 to SR 123; SR 123 from SR 85 S to SR 85 N; SR 30 E from SR 85 to SR 293; SR 293 from SR 30 E to SR 20; SR 20 from SR 85 to SR 293; SR 85 N from SR 20 to US 90 in Okaloosa County	\$
17	SR 85 from US 90 to Walton County Line in Okaloosa County, northwest to Alabama State Line (Walton)	\$
19	SR 83S/US 331 from SR 30/US 98 to SR 10/US 90; US 90 from SR 187/US 331 to SR 83S in Walton County	\$
21	SR 187/US 331 from SR 10/US 90 to the Alabama State Line in Walton County	\$
23	SR 83 North from SR 10/US 90 to the Alabama State Line in Walton County	\$
25	SR 79 from US 98 to SR 388; SR 388 from SR 79 to SR 77; SR 77 from US 231 to SR 388; US 98 from SR 79 to US 231	\$
27	SR 79 from SR 388 in Bay County North to Alabama State Line in Holmes County	\$
29	SR 77 from SR 388 in Bay County North to Alabama State Line in Jackson County	\$
31	US 231 from US 98 to Jackson County Line in Bay County	\$
33	US 231 from Bay County Line to I-10 in Jackson County	\$
35	SR 75/US 231 from I-10 to Alabama State Line in Jackson County	\$
37	US 319/98 from Gulf County Line to SR 30/SR 377/US 319; and SR 65 from US 319/98 to Liberty County Line in Franklin County	\$
39	SR 65 from Franklin County Line through Liberty County to SR 12 in Gadsden County, SR 20 from east end of Apalachicola River Bridge to the Leon County Line in Liberty County	\$
41	US 319/SR 377 from US 98 to Wakulla Co Ln in Franklin Co; US 319 from Wakulla Co Line to US 30; US 98 from US 319 to the Wakulla Co Ln in Franklin Co; US 98 from Franklin County Line to US 319; US 319/US 98 from US 319 to Jefferson County Line	\$

Exhibit "C"
Bid Sheet

43	US 319 from US 98 in Wakulla County to Georgia State Line in Leon County	\$
45	US 27 from Leon County Line to Georgia State Line in Gadsden County	\$
47	US 27 from the Gadsden County Line to to the Jefferson County Line in Leon County	\$
49	US 27 from Leon County Line to the Madison County Line in Jefferson County	\$
51	US 98 from Wakulla County Line to the Taylor County Line; SR 59 from US 98 to US 27; US 19 from US 27 to the Georgia State Line in Jefferson County	\$

MFMP Transaction Fee: All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware effective November 1st, 2015 through July 1st, 2016, in accordance with Senate Bill 2502-A, the Transaction Fee will change from one percent (1%) to seven-tenths of a percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment. **NOTE:** In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions. **ACKNOWLEDGEMENT:** I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Bidder: _____ FEID# _____

Address: _____ City, State, Zip: _____

Authorized Signature: _____ Date: _____

Fax#: _____ Cell Phone #: _____ Shop Phone # _____

Printed/Typed: _____ Title: _____

DOT-ITB-20-3014-KW

MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested? _____

Provide a written statement detailing your qualifications:

WORK REFERENCES

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

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NO.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

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

375-040-18
PROCUREMENT
03/17

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

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

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

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

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

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

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

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

YES

NO

NAME OF BUSINESS: _____

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

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: DOT-ITB-20-3014-KW

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

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

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

Procurement Number: DOT-ITB-20-3014KW

Contractor's Name: _____

Contractor's FEID Number: _____

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

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

OR

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

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

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

Date: _____

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

Florida Statutes
287.135

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

375-030-60
PROCUREMENT
OGC – 07/18

Respondent Vendor Name: _____
 Vendor FEIN: _____
 Vendor's Authorized Representative Name and Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: _____
 Email Address: _____

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

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: _____

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 Emergency Service Patrol for East/West Project Locations on an as needed basis. It is anticipated that the term of the contract will begin on or about May 1, 2020 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 (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.

ACTION / LOCATION	DATE	LOCAL TIME
DEADLINE FOR TECHNICAL QUESTIONS - There is no deadline for administrative questions.	3/17/2020	04:00 PM
BIDS DUE (ON OR BEFORE) - 1074 Highway 90 Chipley, Florida 32428 (850) 330-1340	3/31/2020	02:00 PM
PUBLIC OPENING - 1074 Highway 90 Chipley, Florida 32428 (850) 330-1340	3/31/2020	02:00 PM
POSTING OF INTENDED DECISION/AWARD -	04/01/2020	03:00 PM

3) BID OPENING AGENDA

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

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

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

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

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

4) SPECIAL ACCOMMODATIONS

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

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

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

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

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

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

3) QUESTIONS & ANSWERS

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

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

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Karen Woodham, karen.woodham@dot.state.fl.us, 1074 Highway 90 Chipley, Florida 32428;
Fax: (850) 330-1494

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 330-1340

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

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

be considered as a duly authorized expression on behalf of the Department.

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

5) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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

Bidders are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their Bid Sheet. After award of the contract resulting from this bid, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

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

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

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

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

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

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

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

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

9) QUALIFICATIONS

9.1 GENERAL

Bidder must meet the following minimum qualifications:

9.1.1 Been actively engaged in the type of business being requested for a minimum of 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 the award of the contract. For authorization, contact:

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

9.4 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

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

For licensing, contact:

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

10) WARRANTY/SUBSTITUTIONS

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

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

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

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Karen Woodham 1074 Highway 90 Chipley, Florida 32428** within ten (10) days after the ending date of the period for posting the intended award decision.

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

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

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

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

There is no budgetary ceiling; funds will be encumbered for each Task Work Order.

This is a Term Contract for an indefinite quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such contract. The Department will authorize services based on need and availability of budget. Execution of this Agreement does not

guarantee work will be authorized.

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

18) SCRUTINIZED COMPANIES LISTS

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

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

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

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

19) RESERVATIONS

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

20) ADDITIONAL TERMS & CONDITIONS

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

21) RESPONSIVENESS OF BIDS

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. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

22) BID SHEET

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

23) ESTIMATED QUANTITIES

The Department anticipates purchasing the estimated quantities shown on the bid sheet(s), for a one (1) year period of any contract resulting from this bid. 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 first in accordance with section 295.187(4), Florida Statutes, giving preference to "Veteran Business Enterprise" then to bid responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. 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 DOT-ITB-20-3014-KW - 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 Three Procurement
Attention: Karen Woodham
1074 Highway 90
Chipley, Florida 3248
Phone # (850) 330-1340**

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 Standard Written Agreement executed by both parties, and a written Notice to Proceed and Task Work Order, issued by the Project Manager.

31) RENEWAL

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

32) ATTACHED FORMS

Bid Sheet

Minimum Qualifications Statement

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

Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)

DBE Participation Statement
Bid Opportunity List

33) TERMS AND CONDITIONS

33.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. 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](http://www.dms.myflorida.com/content/download/117735/646919/Purchase%20Order%20Terms%20Sept%201,%202015.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:

Standard Written Agreement

Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

35) LIQUIDATED DAMAGES

The Vendor acknowledges that failure to complete the services by the completion date designated on the contract document may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Vendor fails to complete the authorized services by the completion date

designated on the contract document, the Department shall exercise the remedy of liquidated damages against the Vendor, in the amount of \$100.00 per day for each calendar day after the designated completion date that the Vendor fails to complete the services. The Parties agree that if the Department allows the Vendor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this contract. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

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

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

Check off each the following:

- ___ 1. The “Bid Sheet” has been filled out completely, signed, and enclosed in the bid response.
- ___ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- ___ 3. “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the bid response, if applicable.
- ___ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the bid response.
- ___ 5. The Scope of Services section has been thoroughly reviewed for compliance to the bid requirements.
- ___ 6. The prices bid have been reviewed for accuracy and all price corrections have been initialed in ink.
- ___ 7. The 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.: _____

Title: _____

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

EXHIBIT “A”

SCOPE OF SERVICES

**EMERGENCY SERVICE PATROL for North/South PROJECT
LOCATIONS ON AN AS NEEDED BASIS**

documentation which will include legible copy of receipt(s), operator name, date and time of transaction(s), number of gallons and price per gallon.

D. Supplies and Equipment

For the purposes of servicing vehicles that are disabled due to lack of fuel, the Service Patrol vehicle must have at all times a minimum of forty (40) gallons of gasoline, and ten (10) gallons of on road diesel. Five cases (120 bottles) of water shall also be maintained on the Service Patrol vehicle at all times.

Each Service Patrol truck shall be equipped and maintained with a cellular mobile telephone capable of communicating from any and all points along the designated patrol route. Phone use shall be limited to contacting FHP or other emergency responders; use by disabled motorists; communication with the Department. This phone shall not be used for personal phone calls by the Service Patrol truck operator. The operator of such communication devices shall obtain and maintain all necessary licenses. The Contractor shall be solely responsible for all costs associated with cellular phones/radios throughout the term of this contract, and such communications costs shall be considered incidental to the unit price per Service Patrol vehicle per hour.

E. Operator

Service Patrol Vehicle Operators shall be licensed in accordance with the Florida Motor Vehicle Code, be a minimum of 18 years of age, have a safe driving record and no criminal record. Service Patrol Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Department.

F. Duties

The Service Patrol shall perform the following duties:

1. Clear lanes and shoulders of all disabled vehicles encountered on patrol or when called for service. Call FHP for crashes, law enforcement, or for towing vehicles beyond the Service Patrol truck's capacity.
2. Continuously patrol the designated area seeking disabled vehicles, stranded motorists, and debris in the roadway, spilled loads, crashes, obstructions of traffic, and other potential hazards.
3. **Providing Assistance To Motorists:** Prior to towing, pushing, fueling, or servicing any vehicle the Service Patrol operator shall provide motorists with a Department-approved card that 1) advises that the Emergency Service Patrol is a free service provided by the Department and 2) provides details of Florida Statute *316.071 Disabled vehicles obstructing traffic*. A copy of this card is shown in Attachment "A".

After towing or pushing to a safe location, other than a service station, the Service Patrol operator shall attempt to discern the cause of the disability and offer to attempt simple repair and/or remedies. The Service Patrol operator may offer the motorist a local phone book and the opportunity to make two (2) local telephone calls (not more than 3 minutes) using the Service Patrol Vehicle's telephone.

4. Disabled Vehicles: Disabled vehicles shall be cleared from lanes, with the least delay practicable, by either pushing or towing. Vehicles that are disabled due to lack of fuel shall be provided with a maximum of 2 gallons of the proper fuel after which restarting of the vehicles should be attempted. If the vehicle is not then able to continue under its own power, it shall be towed to a safer location. Vehicles with flat tires shall be towed to a safer location.

Disabled vehicles shall be pushed or towed to a safer location off the main traffic lanes or ramp lanes.

Should a motorist refuse to allow the disabled vehicle to be cleared from the traffic lanes, the Service Patrol operator shall request the motorist to sign the appropriate section of Attachment "A" declining services. Operator will then contact FHP for assistance and remain on the scene, directing traffic around the disabled vehicle while providing additional protection from the traffic via the Service Patrol truck.

If the driver does not grant permission, vehicles shall not be removed unless a FHP officer authorizes the removal.

H. Operator's Conduct

The Service Patrol operator shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that it will reflect favorably upon the Department and State of Florida.

Service Patrol operators shall follow the following safety rules and general regulations. Failure to comply with these guidelines is grounds for immediate termination of the Operator. Operator shall:

1. Not drink or be impaired by alcoholic beverages on a service call, and not use illegal or controlled substances, or other prescribed medications that may impair the Operators ability to function while on duty.
2. Obey all traffic laws. Shall comply with all local ordinances. Operators will not cross medians but will proceed to the next interchange in order to reverse directions.
3. Stop on the roadways only to service an incident. Paperwork should be done off the roadway in a safe area.
4. When clearing an incident, use caution.
5. Never push a truck or any vehicle that obscures the vision directly ahead of the service vehicle driver. When the vision ahead is obscured tow instead.
6. Not accept payment for any type of services rendered. This is a free service and operators shall not accept any payment or gratuity for services rendered, even if the motorist insists.
7. Contact FHP when arriving at situations that the Service Patrol cannot handle.
8. Not carry firearms or other weapons either on their persons or in the Service Patrol truck.
9. Use flashing amber lights in conformance with the Florida Motor Vehicle Code and only in the following circumstances: a. when needed to warn overtaking traffic of the Service Patrol truck's low speed when accelerating into traffic lanes; b. to warn traffic when using the truck to protect the scene of an accident; and c. when needed to help protect the operator from on-coming traffic.
10. Inspect assigned Service Patrol vehicles at the beginning of each shift.
11. Always wear uniform while on duty and wear a safety vest when out of the service vehicle and adjacent to traffic.
12. Keep all communication devices "on" and the volume up.
13. Remain in the assigned area and depart from the area only when absolutely necessary.

I. Basis of Payment

Payment shall be made under:

Service Patrol Vehicle Per Each Hour

The Vendor shall receive compensation for services at the rate of \$_____ per Service Patrol Vehicle per hour.

Hours of Service or the number of Service Patrol Vehicles, to include Operator(s) and equipment, may be increased, decreased or terminated as determined by the Department in writing. Request payment for work completed and accepted by the Department by submitting an invoice using the Service Patrol Vehicle work item and associated hourly rate contained in the Contract. As part of the invoice submittal include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date and the period that the invoice represents. Also submit timesheets and/or truck logs and Service Patrol Incident Logs with each invoice submitted for payment. Time worked shall be detailed by the actual number of hours worked on each respective calendar day.

“Attachment A”

**SERVICE PATROL is a FREE SERVICE provided by the
FLORIDA DEPARTMENT OF TRANSPORTATION**

The Service Patrol Operator may spend up to 15 minutes during off-peak periods with any single disabled motorist, after towing or pushing to a safe location, other than a service station. If repairs cannot be made, or will take longer than 15 minutes, the Service Patrol Operator shall offer the motorist a local phone book and the opportunity to make two (2) local telephone calls (not more than 3 minutes) using the Service Patrol Vehicle's telephone.

Florida Statute 316.071 Disabled Vehicles Obstructing Traffic

Whenever a vehicle is disabled on any street or highway within the state or for any reason obstructs the regular flow of traffic, the driver shall move the vehicle so as not to obstruct the regular flow of traffic or, if he or she cannot move the vehicle alone, solicit help and move the vehicle so as not to obstruct the regular flow of traffic. Any person failing to comply with the provisions of this section shall be cited for a non-moving violation, punishable as provided in chapter 318.

I hereby AUTHORIZE the Service Patrol to move and assist this vehicle.

Driver's Signature: _____ **Date:** _____

Plate No. _____ **State:** _____

I hereby DECLINE the Service Patrol to move and assist this vehicle.

Driver's Signature: _____ **Date:** _____

Plate No. _____ **State:** _____

Attachment "B"

Service Patrol Incident Log

Contractor Name: _____

Date of Incident: ____ / ____ / 20 ____

Time of Notification/Discovery: _____ : _____ AM PM Time of Arrival at Scene: _____ : _____ AM PM

Law Enforcement on Scene?: Yes No Agency Name: _____

Accident Report # (if available): _____

Incident Location (Road name/number/intersection, distance from known point of reference): _____

Nature of Incident (Check all that apply):

- Crash Abandoned Fire Other: _____
 Disabled Vehicle Debris Pedestrian

Vehicle Type (Check all that apply):

- Passenger Car Tractor Trailer Bus Other: _____
 Passenger Truck/Van Box Truck Motorcycle

Vehicle Information:

Make: _____ Model: _____ Color: _____ Plate #: _____ State: _____

Driver's Information:

Name: _____ Mailing Address: _____
City: _____ State: _____ Zip: _____ Phone #: _____

For Disabled Vehicles - reason for disablement:

- Out of fuel (gas) Mechanical Cooling System
 Out of fuel (diesel) Flat tire Electric System
 Crash Fire Other/Unknown: _____

Vehicle Tow:

Note: Document any damage to vehicle before and after towing. Perform an inventory of contents if the vehicle is abandoned.

For abandoned vehicles - is the abandoned vehicle impeding traffic or safety hazard? Yes No

FHP Tow authorization requested? Yes No Authorization Received: Yes No

Vehicle Inventory: _____

Abandoned Vehicle Towed to: _____

Type of Assistance Provided at Scene:

- Vehicle Tow Moved Vehicle to Shoulder Provide Phone Call
 Change/Repair Tire Assist Other Service Patrol Provide Drinking Water
 Provide Vehicle Fuel/Fluids Assist w/Traffic Control Jump Start
 Provide Basic Repairs Called FHP Assistance Refused by Person
 Other: _____

Transportation of People:

Number of People Transported: _____ Destination: _____

Time Departed From Scene: _____ : _____ AM PM Time Arrived at Destination: _____ : _____ AM PM

Contractor Operator Printed Name

Contractor Operator Signature

Time Returned to Patrol: _____ : _____ AM PM

EXHIBIT "B" METHOD OF COMPENSATION

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A "Task Work Order" will be issued for each project scheduled.

3.0 COMPENSATION:

There is no Budgetary Ceiling; funds will be encumbered for each Task Work Order.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 ESTABLISHMENT OF TASK WORK ORDER (TWO) AMOUNT:

For each "Task Work Order" (TWO) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C", and allowable expenses. **Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a "Task Work Order" shall be issued by the Project Manager. The Project Manager shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Task Work Order".** All work authorizations shall be completed within the term of this Agreement.

5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the **satisfactory performance** of the services detailed in each TWO, the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made, for the services provided, at the unit billing rates specified in Exhibit "C", as approved by the Department. The contract billing 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. Allowable costs should be task related and not include items normally associated with overhead which is part of the billable rates. **Invoice shall include documentation of hours provided and itemization of costs incurred (including receipts).** Bills for travel expenses authorized by the terms of this Agreement and the Department's Project Manager and shall be submitted in accordance with Section 112.061, Florida Statute.

Invoices shall be submitted to: Florida Department of Transportation
See attached list of Project Managers

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are contained in Exhibit "C", attached hereto and made a part hereof.

7.0 TANGIBLE PERSONAL PROPERTY:

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

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # _____

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. _____
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: DOT-ITB-20-3014-KW
DMS Catalog Class No.: 78141505

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

1. SERVICES AND PERFORMANCE

- A. In connection with Emergency Service Patrol North/South Routes, 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

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

E CERTIFICATION.

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

5. COMPLIANCE WITH LAWS

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

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

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

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

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

Florida Department of Transportation

District 3 - Office of General Counsel

1074 Highway 90 East

Chipley, FL 32428

- I The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

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

7. ASSIGNMENT AND SUBCONTRACTS

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



- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
- | | |
|---|--|
| 1). Terms for Federal AID Contract (Appendix 1) | 4). Exhibit "B" Method of Compensation |
| 2). Exhibit "A" Scope of Services | 5). Exhibit "C" Bid Sheet |
| 3). Attachment "A" vehicle assist/decline | 6). Attachment "B" Incident Log |
- M. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

Jason Peters, P.E.

(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

Contractual Services Administrator

Route #	NORTH/SOUTH PROJECT LOCATIONS:	Project Manager
1	US 29 from I-10 North to SR 97 in Escambia County	
3	US 29 from SR 97 North to Florida/Alabama State Line in Escambia County	
5	Interstate 110 (Entire Limits)	Ms. Meshelle England Milton Operations Center 6025 Old Bagdad Highway Milton, FL 32583 Ph: (850) 981-2813
7	SR 87 from US 98 North to US 90 in Santa Rosa County	
9	SR 87/US 90 from SR 87N to SR 87S thru Milton	
11	SR 87 from US 90 to Alabama State Line	
13	SR 10/US 90 from SR 4/SR 189 to SR 85, SR 4/SR 189 from SR 4 to SR 10/US 90, SR 189 from SR 4 to Alabama State Line in Okaloosa County	
15	SR 85 S from SR 30/US 98 to SR 123; SR 123 from SR 85 S to SR 85 N; SR 30 E from SR 85 to SR 293; SR 293 from SR 30 E to SR 20; SR 20 from SR 85 to SR 293; SR 85 N from SR 20 to US 90 in Okaloosa County	
17	SR 85 from US 90 to Walton County Line in Okaloosa County, Northwest to Alabama State Line in Walton	
19	SR 83S/US 331 from SR 30/US 98 to SR 10/US 90; US 90 from SR 187/US 331 to SR 83S in Walton County	Mr. Wesley Adams Ponce De Leon Operations 1723 Sunrise Circle Ponce De Leon, FL 32455 (850) 836-5714
21	SR 187/US 331 from SR 10/US 90 to the Alabama State Line in Walton County	
23	SR 83 North from SR 10/US 90 to the Alabama State Line in Walton County	
25	SR 79 from US 98 to SR 388; SR 388 from SR 79 to SR 77; SR 77 from US 231 to SR 388; US 98 from SR 79 to US 231	Mr. Mike Wittkopf Panama City Operations Center 3633 Highway 390 Panama City, Florida 32405 (850) 767-4905
27	SR 79 from SR 388 in Bay County north to Alabama State Line in Holmes County	
29	SR 77 from SR 388 in Bay County north to Alabama State Line in Jackson County	
31	US 231 from US 98 to Jackson County Line in Bay County	
33	US 231 from Bay County Line to I-10 in Jackson County	
35	SR 75/US 231 from I-10 to Alabama State Line in Jackson County	

37 US 319/98 from Gulf County Line to SR 30/SR 377/US 319;
and SR 65 from US 319/98 to Liberty County Line
in Franklin County

Mr. Roger Mumford
Midway Operations Center
17 Commerce Boulevard
Midway, FL 32343
(850) 245-7934

39 SR 65 from Franklin County Line through Liberty County
to SR 12 in Gadsden County, SR 20 from East end of
Apalachicola Riv bridge to the Leon
County Line in Liberty County.

41 US 319/SR 377 from US 98 to Wakulla Co Ln in Franklin Co; US 319 from Wakulla Co
to US30; US 98 from US 319 to the Wakulla Co Ln in Franklin Co; US 98 from
Franklin County Line to US 319; US 319/US 98 from US 319 to Jefferson Co Line

43 US 319 from US 98 in Wakulla County to Georgia State Line in Leon County

45 US 27 from Leon County Line to Georgia State Line in Gadsden County

47 US 27 from the Gadsden County Line to the Jefferson County Line in Leon County

49 US 27 from Leon County Line to the Madison County Line in Jefferson County

51 US 98 from Wakulla County Line to the Taylor County Line; SR 59 from US 98 to US 27;
US 19 from US 27 to the Georgia State Line in Jefferson County
