

**State of Florida  
Department of Transportation**



INVITATION TO BID  
**UNINTERRUPTIBLE POWER SUPPLY REPLACEMENT  
FOR DISTRICT 7 HEADQUARTERS**

**DOT-ITB-22-7004-EG**

**CONTACT FOR QUESTIONS:**

Enrique Garcia, Purchasing Agent  
[enrique.garcia@dot.state.fl.us](mailto:enrique.garcia@dot.state.fl.us)  
Phone: (813) 975-6156 or (800) 226-7220 x6156  
Fax: (813) 975-6473  
Florida Department of Transportation  
Procurement Office, MS 7-700  
11201 North McKinley Drive  
Tampa, Florida 33612-6456

State of Florida  
Department of Transportation  
Procurement Office, MS 7-700  
11201 North McKinley Drive  
Tampa, Florida 33612-6456

**INVITATION TO BID REGISTRATION**

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**PLEASE COMPLETE AND RETURN THIS FORM ASAP**  
**E-MAIL TO ENRIQUE GARCIA AT [ENRIQUE.GARCIA@DOT.STATE.FL.US](mailto:ENRIQUE.GARCIA@DOT.STATE.FL.US)**

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Bid Number: DOT-ITB-22-7004-EG

Title: Uninterruptible Power Supply Replacement for District 7 Headquarters.

Bid Due Date and Time (On or Before): 09/14/2021 at 9:00AM

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and email to Enrique Garcia at [enrique.garcia@dot.state.fl.us](mailto:enrique.garcia@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 (VBS) at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu), under this bid number (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: Enrique Garcia, Purchasing Agent at [enrique.garcia@dot.state.fl.us](mailto:enrique.garcia@dot.state.fl.us) or (813) 975-6156 or (800) 226-7220 x6156.

# 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 an uninterruptible power supply (UPS) for District 7 headquarters. It is anticipated that the term of the contract will begin upon contract execution and be effective for 60 days.

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 (ITB), 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 VBS at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu), under this bid number, (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.

<b>ACTION / LOCATION</b>	<b>DATE</b>	<b>LOCAL TIME</b>
<b>MANDATORY PRE-BID CONFERENCE</b> Florida Department of Transportation Flamingo Conference Room 11201 North McKinley Drive Tampa, Florida 33612-6456	<b>08-31-2021</b>	<b>10:00 AM</b>
<b>DEADLINE FOR TECHNICAL QUESTIONS</b> There is no deadline for administrative questions.	<b>09-01-2021</b>	<b>12:00 PM</b>
<b>BIDS DUE (ON OR BEFORE)</b>	<b>09-14-2021</b>	<b>09:00 AM</b>
ELECTRONIC SUBMISSIONS OF BIDS – PLEASE SEE NO.3 BELOW		
<b>PUBLIC OPENING</b> Florida Department of Transportation Pelican Conference Room 11201 North McKinley Drive Tampa, Florida 33612-6456	<b>09-14-2021</b>	<b>11:00 AM</b>
<b>POSTING OF INTENDED DECISION/AWARD</b>	<b>09-16-2021</b>	<b>04:30 PM</b>

### 3) **ELECTRONIC SUBMISSION OF BIDS**

#### **Electronic Bid Submittals**

Please follow the below instructions for the submittal of electronic bids, failure to do so, may result in your bid being found non-responsive. Non-responsive bids will not be evaluated.

- a) Subject line must show: DOT-ITB-22-7004-EG – VENDOR’S NAME
- b) Email shall contain one file attachment marked as the following: DOT-ITB-22-7004-EG – VENDOR’S NAME
- c) Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- d) The body of the email shall not contain any information
- e) Bids shall be submitted only to: [D7.Purch@dot.state.fl.us](mailto:D7.Purch@dot.state.fl.us)

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

### 4) **AGENDA FOR PUBLIC MEETINGS**

#### **Agenda – Mandatory Pre-Bid Conference**

Agenda for Mandatory Pre-Bid Conference for DOT-ITB-22-7004-EG:  
Starting Time: see “Timeline” in Introduction Section

- Opening remarks - Approximate time of two minutes by Department Procurement Office personnel.
- Review contract administrative requirements.
- Review scope of services, method of compensation, and bid sheet.
- Technical and administrative question and answer session.
- Adjourn meeting.

#### **Agenda – Bid Opening Public Meeting**

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 two 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.

### 5) **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 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 (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 (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 Fee imposed shall be based upon the date of issuance of the payment. The Transaction Fee imposed shall be based upon the date of issuance of the payment.

### **2) FLORIDA DEPARTMENT OF FINANCIAL SERVICES 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](mailto:FLW9@myfloridacfo.com) with any questions.

### **3) QUESTIONS AND ANSWERS**

In accordance with section 287.057(23), Florida Statutes (F.S.), 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 ITB 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 VBS at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu), under this bid number, (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 their bid.

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

Enrique Garcia at [enrique.garcia@dot.state.fl.us](mailto:enrique.garcia@dot.state.fl.us)

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (813) 975-6156 or (800) 226-7220 extension 6156.

#### **4) ORAL INSTRUCTIONS / CHANGES TO THE ITB (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 VBS, under this bid number, at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) (click on "Search Advertisements", click on the drop-down arrow beside the box under "Advertisement Type", select "Competitive Solicitation", click on the drop-down arrow beside the box under "Agency", select "Department of Transportation", then go to the bottom of the same page and click on "Advertisement Search"). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

#### **5) DIVERSITY ACHIEVEMENT**

##### **MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION**

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

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

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

#### **6) SCOPE OF SERVICES**

Details of the services, information and items to be furnished by the Vendor are described in Exhibits "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), F.S.; Veteran Business Enterprise
2. Section 287.087, F.S.; Drug Free Workplace
3. Section 287.057(11) F.S.; 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) MANDATORY PRE-BID CONFERENCE

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

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

## 9) QUALIFICATIONS

### 9.1 GENERAL

Bidder must meet the following minimum qualifications:

9.1.1 Been actively engaged in the type of business being requested for a minimum of five 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, F.S., out of state corporations, out of state limited liability companies, and out of state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

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

#### 9.4 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

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

For licensing, contact:

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

#### 10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than two years 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 (COI) to the **Florida Department of Transportation, Procurement Office, MS 7-700, Enrique Garcia, [enrique.garcia@dot.state.fl.us](mailto:enrique.garcia@dot.state.fl.us), 11201 North McKinley Drive, Tampa, Florida 33612-6456** within 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 \$200,000.00



minimum per person and \$300,000.00 minimum each occurrence, and property damage insurance of at least \$200,000.00 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, 30 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**

For the satisfactory performance of these services the Vendor shall be paid a lump sum amount. Payment shall be made to the Vendor upon completion of all services, as approved by the Department.

## **14) CONTRACT DOCUMENT**

### **PURCHASE ORDER**

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

## **15) REVIEW OF BIDDER'S FACILITIES AND 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 ITB SPECIFICATIONS

Any person who is adversely affected by the contents of this ITB 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 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), F.S., within 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), F.S., 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, F.S.

## 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, F.S., or is engaged in a boycott of Israel.

Section 287.135, F.S., 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, F.S.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the F.S., 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 F.S. or maintain the contract if the conditions of Section 287.135 of the F.S. 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 AND 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 ITB in accordance with all requirements of this ITB. 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 accordance with Introduction Section No.3, Electronic Submissions of Bids.**

## **23) ESTIMATED QUANTITIES**

The Department anticipates purchasing the estimated quantities shown on the bid sheet, if applicable, for a one-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 contracts will be subject to annual appropriated funding.

## **24) "DRUG-FREE WORKPLACE" 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), F.S., 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, F.S. The “Drug-Free Workplace Program Certification” must be completed and submitted with the bid response to be eligible for this preference.

## **25) COPYRIGHTED MATERIAL**

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, F.S. 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, F.S., in a separate bound document labeled "Attachment to ITB, Number DOT-ITB-22-7004-EG - 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) 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 not be considered unless is resubmitted by the due date and time. Bidders may also send a change in separate email to be opened at the same time as the bid. Bid modification and changes must be submitted in accordance with Introduction Section No.3, Electronic Submissions of Bids.

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

### **28.1 General:**

The Department’s decision will be posted on the Florida VBS, under this bid number, at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) (click on “Search Advertisements”, click on the drop-down arrow beside the box under “Advertisement Type”, select “Agency Decisions”, 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”), on date and time in the Timeline, and will remain posted for a period of 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 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), F.S., within 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 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), F.S., 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, F.S.

## **28.2 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 VBS (see special condition 28.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

## **28.3 Request to Withdraw Bid:**

Requests for withdrawal will be considered if received by the Department, in writing, within 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.

## **29) 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 Purchase Order issued by the Department.

## **30) ATTACHED FORMS**

Exhibit "B", Bid Sheet  
 Minimum Qualifications Statement  
 Drug-Free Workplace Program Certification (Form 375-040-18)  
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)  
 MBE Planned Utilization (Form 375-040-24)  
 Purchase Order Terms & Conditions (Form 375-040-55)

## **31) TERMS AND CONDITIONS**

### **31.1 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 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 ITB:

Paragraph 31, Dispute Resolution - PUR 1000

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

## **31.2 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 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 ITB:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

## **31.3 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_Order_Terms_Sept_1_2015.pdf)

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

## **32) 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:

Special Conditions

Exhibit "A", Scope of Services

Exhibit "B", Bid Sheet

Purchase Order Terms & Condition

MFMP Purchase Order Terms and Conditions – Section 8(B), PRIDE, is not applicable when using federal funds

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **UNINTERRUPTIBLE POWER SUPPLY REPLACEMENT FOR DISTRICT 7 HEADQUARTERS**

##### **I. OBJECTIVE**

The Florida Department of Transportation (FDOT) is seeking a responsible vendor to provide removal, replacement, and installation of an uninterruptible power supply (UPS) for District 7 headquarters, located at 11201 North McKinley Drive, Tampa, Florida 33612-6456.

##### **II. SERVICES TO BE PROVIDED**

- A.** The Vendor shall provide a turnkey solution that meets the following requirements:
1. Have 15 kilovolt amperes (kVA) or greater uninterruptible power with a minimum run-time of 15 minutes at our current load of 7kVA.
  2. Have the capability to install additional batteries or add-on modules that would provide for greater run-times if FDOT's needs were to increase in the future.
  3. Have batteries that are hot-swappable providing the ability to replace them without losing the uninterruptible power capabilities of the UPS.
  4. Have over voltage and under voltage correction/protection.
  5. Vendor shall supply and install a UPS compatible with the existing 120/208volt power supplied to existing UPS.
- B.** The Vendor shall remove current Liebert 30kVA UPS and dispose at an off-site location in accordance with local and state regulations.
- C.** The Vendor shall install new UPS in Quad B Communication Room anteroom where the existing Liebert was located.
- D.** The Vendor shall re-wire existing UPS distribution panel, which is currently in a sidecar configuration on the existing Liebert UPS, to a new 42 circuit panel to be located on a wall adjacent to the UPS.
- E.** The Vendor shall provide and install an external three-breaker maintenance bypass panel giving the ability to provide a wraparound utility source for UPS

maintenance and troubleshooting of unit problems without interruption to FDOT's power needs, allowing FDOT to run on building power while maintaining, repairing, or replacing the UPS.

- F. The Vendor shall perform start-up procedures, test, bring on-line and confirm safe, normal, and efficient operation of the UPS.
- G. The Vendor shall provide schematic, computer aided design and drafting (CADD) or portable document format (PDF) drawings of circuit names and locations design documents and shop drawings as applicable.

### **III. VENDOR'S RESPONSIBILITIES**

- A. The Vendor shall complete all work in accordance with plans, specifications, and all local and state codes and regulations.
- B. All material supplied by the Vendor shall be NEW and without flaws.
- C. The Vendor shall be responsible for any structure/property damages resulting from the project. All debris, trash, etc., shall be cleaned up at the site daily and disposed of by the Vendor. Upon completion of task all excess and/or additional materials shall be removed from premises. NO material will be allowed to be dumped into existing FDOT dumpsters.
- D. The Vendor shall comply with all Occupational Safety and Health Administration (OSHA) rules in the performance of this project.
- E. Vendor shall provide warranties on craftsmanship, materials, and installation for a minimum period of two years. The warranty period shall begin at the date of final acceptance.
- F. The Vendor shall take all necessary precautions and implement necessary measures to ensure the safety of all persons on site, visiting the site and working on the site.
- G. The Vendor shall submit a work schedule, including a material acquisition plan to the FDOT Contract Manager at the meeting prior to work commencing. The Vendor shall coordinate all work activity schedules, material acquisitions and property access with the FDOT Contract Manager. The Vendor shall meet with FDOT Facilities Management and members of their project team to discuss any final inspection report details, answer questions, and provide clarification as necessary.



#### **IV. FDOT RESPONSIBILITIES**

- A.** The FDOT will provide a contract manager for administering the terms and conditions of this contract as follows:

Ronald Bogats, FCO Coordinator,  
[ronald.bogats@dot.state.fl.us](mailto:ronald.bogats@dot.state.fl.us)  
11201 North McKinley Dr., Tampa, FL 33612.

The FDOT reserves the right to change the contract manager or appoint a delegate at any time.

- B.** After execution of the purchase order and prior to any work being performed, the contract manager will schedule a meeting to coordinate all work activity schedules, material acquisitions and property access with the Vendor.
- C.** The FDOT will provide electricity, restrooms, water, and parking to the Vendor.

#### **V. ACCESS TO THE SITE**

- A.** The Vendor must coordinate with the FDOT Contract Manager access requirements for employees and equipment of the contract and/or sub-vendors.
- B.** All work will be scheduled with the FDOT Contract Manager.
- C.** All work will be performed outside of established business hours of Monday through Friday from 6:00am to 6:00pm. Any work needing to be completed during this period must be approved in advance by the FDOT Contract Manager.

#### **VI. BEGINNING AND LENGTH OF SERVICES**

The performance period of this contract shall commence upon the issuance of a purchase order and continue for 60 days.

**EXHIBIT "B"**

**BID SHEET**

**UNINTERRUPTIBLE POWER SUPPLY REPLACEMENT FOR  
DISTRICT 7 HEADQUARTERS**

<b>Services to be provided as specified in attached Exhibit "A", Scope of Services.</b>			
<b>Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>
Uninterruptible power supply replacement for District 7 headquarters as specified in Exhibit "A", Scope of Services	1	Lump Sum Amount	\$ _____

Unit rate shall include the costs of salaries, overhead, fringe benefits, operating margin, labor, materials, permits and all miscellaneous expenses including mileage and relevant insurance coverage as required to perform the work.

**MFMP Transaction Fee:**

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fee 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 \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

Printed / Typed: \_\_\_\_\_ Title: \_\_\_\_\_

DOT-ITB-22-7004-EG

MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested? \_\_\_\_\_.

Provide a written statement detailing your qualifications:

Multiple horizontal lines for writing a written statement detailing qualifications.

WORK REFERENCES

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

BUSINESS NAME ADDRESS CONTACT PERSON PHONE NO.

- 1.
2.
3.
Horizontal lines for listing references.

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  
**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**MBE PLANNED UTILIZATION**

375-040-24  
PROCUREMENT  
03/17

PROCUREMENT NO. DOT-ITB-22-7004-EG FINANCIAL PROJECT NO. 446869-1-52-01  
(DEPARTMENT USE ONLY)

DESCRIPTION: Uninterruptible Power Supply Replacement for District 7 Headquarters.

I, \_\_\_\_\_, \_\_\_\_\_  
(name) (title)

of \_\_\_\_\_

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

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

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

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

Signed: \_\_\_\_\_

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PURCHASE ORDER TERMS & CONDITIONS**

375-040-55  
PROCUREMENT  
OGC – 02/21  
Page 1 of 8

Purchase Order No.: \_\_\_\_\_

Appropriation Bill Number(s) / Line Item Number(s) for 1<sup>st</sup> year of contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_

(required for contracts in excess of \$5 million)

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Vendor to furnish, within the manner and at the location specified, certain services, information and items as specified in the competitive procurement documents, the completed purchase order form, and attached Exhibits which are integral parts of this purchase order contract (hereinafter called the Purchase Order). If additional terms and conditions of the Vendor are attached, only those provisions not in conflict with the State of Florida Purchase Order Conditions and Instructions and Purchase Order Terms and Conditions herein may be made a part of this Purchase Order. The Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over and supersede any inconsistent or conflicting provision in the State of Florida Purchase Order Conditions and Instructions, and any attached terms and conditions of the Vendor.
- B. Before making any additions or deletions to the work described in this Purchase Order, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and the Department shall issue a Change Order covering such work and compensation. Reference herein to this Purchase Order shall be considered to include any Change Orders.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Purchase Order, 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 Purchase Order. 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 Purchase Order. 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 applicable Florida law that governs and 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 Purchase Order. In the event that changes in the statute or rules create a conflict with the requirements of the published guidelines, requirements of the statute 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 the Purchase Order 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 Purchase Order. The Director's decision upon all claims, questions, and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

Reference herein to the Director shall mean the Department's

Transportation Support Manager\_\_\_\_\_.

2. TERM

- A. Initial Term. Unless otherwise specified, this Purchase Order begins on the date of issuance.

Services to be rendered by the Vendor shall be completed by the date specified on the Purchase Order.

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

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.
- B. 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 the Purchase Order specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. 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.
- C. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), 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 Purchase Order. 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.

- D. Records of costs incurred under terms of this Purchase Order shall be maintained and made available upon request to the Department at all times during the period of this Purchase Order and for three years after final payment for the work pursuant to this Purchase Order 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.
- E. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- F. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

- No general liability insurance required.
- The Vendor shall carry and keep in force during the term of this Purchase Order a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$ 200,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 200,000.00 each occurrence, for the services to be rendered in accordance with this Purchase Order.
- The Vendor shall have and maintain during the term of this Purchase Order, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to chapter 675 and section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Purchase Order in the amount of \$ \_\_\_\_\_.

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

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

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

E. CERTIFICATION. With respect to any general liability insurance policy required pursuant to this Purchase Order, 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 agrees that it shall make no statements, press releases, or publicity releases concerning this Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Department's Contract Manager and securing prior written consent.
- B. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state

professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to chapter 455, Florida Statutes, and applicable state law.

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

D. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.fdot.gov/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.

E. 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.

F. 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 Purchase Order may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Purchase Order in the event an assignment is 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 Purchase Order, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.

C. If the Department requires termination of the Purchase Order 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 Purchase Order is to be terminated.

D. If the Purchase Order 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 Purchase Order. 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 Vendor to timely perform under this Purchase Order and must be authorized to do business within the State of Florida 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 Purchase Order. 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 Purchase Order to other than subcontractors specified in the proposal, bid and/or Purchase Order without the prior written consent of the Department.

B. Select the appropriate box:

The following provision is not applicable to this Purchase Order.

The following provision is hereby incorporated in and made a part of this Purchase Order:

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

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

The following provision is hereby incorporated in and made a part of this Purchase Order:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this Purchase Order, the person, firm, or other business entity (Vendor) carrying out the provisions of this Purchase Order shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned.

The "Corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

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

This Purchase Order involves the expenditure of Federal funds and hence, Section 946.515, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Purchase Order.

8. MISCELLANEOUS

A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent

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

- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. It is understood and agreed by the parties hereto that if any part, term or provision of this Purchase Order 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 Purchase Order did not contain the particular part, term or provision held to be invalid.
- D. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Purchase Order, 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 Vendor, Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Time is of the essence as to each and every obligation under this Purchase Order.
- G. If this Purchase Order 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 Purchase Order and shall take precedence over any inconsistent provisions in this Purchase Order.
- H. If this Purchase Order 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 Purchase Order.
- I. This Purchase Order embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Purchase Order shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- J. 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.
- K. 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; and

3. shall adhere to requirements in section 448.095, Florida Statutes.

The provisions in the PURCHASE ORDER TERMS & CONDITIONS constitute an integral part of the Purchase Order contract. The Vendor acknowledges acceptance of the terms and conditions of this Purchase Order by providing the services described in this Purchase Order.

## 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 [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) 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. Electronic Submission of Bid guidelines laid out in Special Condition 3 are strictly followed.