

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



DOT-ITB-22-8015-AC

**BEACHLINE TUNNEL HEATING, VENTILATION AND
AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND
MARTIN ANDERSEN BEACHLINE EXPRESSWAY
(SR 528), MILEPOST 6.0**

LUMP SUM CONTRACT

FPID: 190736-1-93-37

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

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

Invitation to Bid Packages will be received by the State of Florida, Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, via electronic submission only (see Instructions for Electronic Submission of Bids) on or before **2:30 P.M. (Eastern Time) on Tuesday, November 30, 2021**, for this project.

BID NO.: DOT-ITB-22-8015-AC

SCOPE OF SERVICES: The work specified under this Contract shall consist of providing all labor, materials, equipment and incidentals necessary to remove, dispose and replace-in-kind the existing heating ventilation and air conditioning (HVAC), 8.5-ton AAON package unit. The in-kind replacement package unit shall be a new 8.5-ton outdoor packaged one hundred percent (100%) outside air unit matching the existing specifications. The Vendor shall be qualified and experienced to perform the work required in this Contract in accordance with the provisions as described in this bid package.

Vendor Qualifications: Refer to Exhibit "A," Scope of Services, Pages A-2 and A-3 for Vendor Qualifications.

All Bidders, Proposers, and Respondents must be registered in the State of Florida's MyFloridaMarketPlace system. All prospective bidders, proposers, and respondents that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete online registration, or call 1-866-352-3776 for assisted registration.

For services contracts, all 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.

For authorization, contact:

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

For services contracts, all Bidders, Proposers, and Respondents must be properly licensed if the business being provided requires that individuals be licensed by the Florida Department of Business and Professional Regulation.

For licensing, contact:

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

NOTE: 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 seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Public Meeting Notices and Meeting Agendas:

Notice of the public meetings scheduled for this solicitation is provided in the Timeline of the attached solicitation, with agendas for the public meetings.

MFMP Transaction Fee:

All payment(s) to the Vendor(s) 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.

Scrutinized Companies Lists:

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 the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, 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, 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 Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

Title VI of the Civil Rights Act of 1964:

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 vendors, 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).

INSPECTOR GENERAL:

The Contractor/Consultant/Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

NON-MANDATORY PRE-BID CONFERENCE:

The Department will convene a NON-MANDATORY PRE-BID CONFERENCE for this Invitation to Bid (ITB). (Refer to Special Conditions, Page SC2)

OPTIONAL SITE VISIT: A site visit may be scheduled by contacting the Procurement Officer via email at amanda.cruz@dot.state.fl.us.

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

http://www.myflorida.com/apps/vbs/vbs_www.search_r2.matching_ads

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

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

http://www.myflorida.com/apps/vbs/vbs_www.main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for “Agency” and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the “ITB” number**

We encourage all vendors to regularly check this site.

State of Florida
Department of Transportation
Florida's Turnpike Enterprise

REGISTRATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

EMAIL: Amanda Cruz at amanda.cruz@dot.state.fl.us

Bid Number: DOT-ITB-22-8015-AC

Title: Beachline Tunnel Heating Ventilation Air Conditioning (HVAC) Replacement-In-Kind, Martin Andersen

Beachline Expressway (SR 528), Milepost 6.0

Bid Due Date & Time (On or Before): Tuesday, November 30, 2021 @ 2:30pm (Eastern Time)

Potential bidders should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and e-mail this sheet only to the Florida Department of Transportation Procurement Office: amanda.cruz@dot.state.fl.us. Check the box below and indicate the reason if you Do Not intend to bid on this project.

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:

http://www.myflorida.com/apps/vbs/vbs_main_menu

**Click on "Search Advertisements"
Click on the Drop menu for Agency and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the "ITB" number.**

It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting a bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax Number: _____

Contact Person: _____

Email Address: _____

We **Do Not** intend to bid on this project.

Reason: _____

For further information on this process, e-mail or telephone: Amanda Cruz (407) 264-3411, or e-mail to amanda.cruz@dot.state.fl.us.

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF BIDS

The Florida Department of Transportation is requiring the electronic submission of bid packages. Please follow the instructions below:

- Failure to follow these instructions, may result in your bid being found non-responsive.
- Non-responsive bids will not be evaluated.
- Bids shall be submitted to: TP.Purch@dot.state.fl.us
- Subject line must show: *DOT-ITB-22-8015-AC* – (Insert Bidder’s Name)
- All bids submitted electronically shall be marked as follows:

DOT-ITB-22-8015-AC BID PACKAGE - (Insert Bidder’s Name)
(See Exhibit “C,” Bid Blank for all required forms and documentation.)

NOTES:

- Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
(A Vendor may split their Bid Package into separate PDF files if the file size exceeds the 25MB size limitation. Bid Package files should be marked as “Bid Package file 1 of..., 2 of... etc.”)
- The bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate document labeled "The ITB number - Bidder’s name - 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.
- The body of the email shall not contain any information.
- It is the bidder’s responsibility to ensure that the bid package is sent to the proper email address **on or before** the bid due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so received will not be considered.
- By submitting a bid, the bidder represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.
- All bids and associated forms shall be signed and dated in ink by a duly authorized representative of the bidder.
- Each bidder shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Invitation to Bid. This may require an on-site observation.
- A Confirmation notice will be sent to each bidder when a bid is received. **Do not copy anyone on your submittal email.**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



TABLE OF CONTENTS

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**BEACHLINE TUNNEL HEATING, VENTILATION AND
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Table of Contents

<u>ITEM</u>	<u>PAGE NOs.:</u>
Cover Sheet	
Advertisement	1 – 2
Registration Form	1
Instructions for Electronic Submission of Bids	1
Table of Contents	TOC 1
Invitation to Bid	SC-1 – SC-11
Forms.....	FORMS 1 – 8
Standard Written Agreement	1 – 7
Exhibits & Attachments Table of Contents	1 – 2
Exhibit "A," Scope of Services.....	A-1 – A-11
Attachments.....	A – C
Exhibit "B," Method of Compensation.....	B-1 – B-3
Exhibit "C," Bid Blank.....	C-1 – C-2

Department of Transportation



INVITATION TO BID

DOT-ITB-22-8015-AC

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MARTIN ANDERSEN BEACHLINE EXPRESSWAY
(SR 528), MILEPOST 6.0**

LUMP SUM CONTRACT

FPID: 190736-1-93-37

PROCUREMENT CONTACT INFORMATION:

Amanda Cruz

Phone: (407) 264-3411

Fax: (407) 264-3058

E-MAIL ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:

Amanda Cruz amanda.cruz@dot.state.fl.us

SUBMISSION OF ELECTRONIC BIDS:

Bids shall only be submitted via electronic submission to **TP.Purch@dot.state.fl.us**.

Refer to Instructions for Electronic Submission of Bids for Additional Information.

It is the bidders' responsibility to ensure that the bid is sent to the proper email address on or before the bid due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so received, will not be considered.

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a Contract to provide all labor, materials, equipment and incidentals necessary to remove, dispose and replace-in-kind the existing heating ventilation and air conditioning (HVAC), 8.5-ton AAON package unit. The in-kind replacement package unit shall be a new 8.5-ton outdoor packaged, one hundred percent (100%) outside air unit matching the existing specifications. The Vendor shall be qualified and experienced to perform the work required in this Contract in accordance with the provisions as described in these Contract documents. It is anticipated that the term of the Contract will begin upon the issuance of the Notice to Proceed (NTP) and be effective for a period of ninety (90) calendar days 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 (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 Vendor Bid System at http://myflorida.com/apps/vbs/vbs_main_menu (click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>EASTERN TIME</u>
NON-MANDATORY PRE-BID CONFERENCE *(See Note 1) [Held Virtually]*(See Note 1) Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/725416597 You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.) United States: +1 (571) 317-3122 Access Code: 725-416-597	11/10/2021	01:30 PM
DEADLINE FOR TECHNICAL QUESTIONS Via email to amanda.cruz@dot.state.fl.us Reference DOT-ITB-22-8015-AC in the subject line. There is no deadline for administrative questions.	11/17/2021	05:00 PM
BIDS DUE (ON OR BEFORE) *(See Note 2) SUBMIT BIDS VIA ELECTRONIC SUBMISSION ONLY TO: (TP.Purch@dot.state.fl.us) (See Instructions for Electronic Submission of Bids) Reference DOT-ITB-22-8015-AC in the subject line.	11/30/2021	02:30 PM
PUBLIC OPENING [Held Virtually *(See Note 1)] Held Virtually Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/141870181 You can also dial in using your phone. United States: +1 (312) 757-3121 Access Code: 141-870-181	11/30/2021	03:00 PM
POSTING OF INTENDED DECISION/AWARD Vendor Bid System	12/07/2021 05:00 PM THROUGH 12/10/2021 05:00 PM	

Note 1: All meeting(s) listed above are open to the public.

Note 2: It is the bidder's responsibility to ensure that the bid is sent to the proper email address on or before the bid due date and time. Bids which for any reason are not so received will not be considered.

3) **BID OPENING AGENDA**

The submitted bids will be opened by the Department's Procurement Office personnel at the date and time 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 (2) minutes by Department Procurement Office personnel.

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

Bids opened – At conclusion of public input or fifteen (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 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 seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Invitation to Bid must be forwarded, in writing, to the Procurement Officer 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 http://myflorida.com/apps/vbs/vbs_main_menu ("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 shall be submitted to:

Amanda Cruz, Email: amanda.cruz@dot.state.fl.us.

Questions regarding administrative aspects of the bid process should be directed to the Procurement Officer in writing at the address above or by phone: (407) 264-3411.

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 http://myflorida.com/apps/vbs/vbs_main_menu ("Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

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

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as sub-vendors. 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 package. The Contract Vendor will be asked to submit payment certification for MBE sub-vendors used.

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

6) EXHIBIT "A," 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 bidders, 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 Workplace
3. Section 287.057(11); Minority Business Enterprise

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

8) NON-MANDATORY PRE-BID CONFERENCE

The Department will convene a NON-MANDATORY PRE-BID CONFERENCE for this ITB. Refer to the Timeline for additional information.

8.1 OPTIONAL SITE VISIT

A site visit may be scheduled by contacting the Procurement Officer via email at amanda.cruz@dot.state.fl.us.

9) QUALIFICATIONS

9.1 GENERAL

Refer to Exhibit "A," Scope of Services, Pages A-2 and A-3.

9.2 BIDDER QUALIFICATIONS

When submitting the bid, each bidder must submit a written statement ("Minimum Qualifications Statement" Form 1), detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition 9.1, above. Failure by the bidder to provide the above item(s) may 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 32399-0797
(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, a copy of such licenses shall be submitted by the bid due date and time. Failure by the bidder to provide the above item(s) may constitute a non-responsive determination. Bids found to be non-responsive will not be considered. 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 sub-vendor to commence work on this project until all similar insurance required of the sub-vendor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Amanda.Cruz** amanda.cruz@dot.state.fl.us within ten (10) days after the ending date of the period for posting the intended award decision.

(X) The Vendor must carry and keep in force during the period of this Contract a general liability insurance policy or policies with a company authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least \$ 200,000.00 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 Contract.

(X) The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

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 (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 sub-vendor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

12) PERFORMANCE BOND

The intended award bidder shall provide the Department with a Performance Bond in the "full amount of the bid." The Performance Bond shall be provided by a surety company authorized to do business in the State of Florida. The Performance Bond shall be executed and furnished to the Department prior to Contract execution but no later than commencement of any services, unless the Department extends the time period in writing. Failure to provide the required Performance Bond (Form 375-040-27) to the Department within the aforementioned timeframe will void the Intended Award's bid and the Department will proceed in contracting with the next lowest responsive bidder.

The bidder must submit, with its bid, a current letter from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead, to document the bidder's present ability to obtain a Performance Bond in the "full amount of the bid." Failure by the bidder to provide this letter with its bid will constitute a non-responsive determination for its bid. Bids found to be non-responsive will not be considered.

13) METHOD OF COMPENSATION

Refer to Exhibit "B," Method of Compensation.

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

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

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

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

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

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

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

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

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

17) UNAUTHORIZED ALIENS

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

18) SCRUTINIZED COMPANIES LISTS

ALL bids, 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 Exhibit "C," Bid Blank.

A Vendor is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Department for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing 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 if, at the time of bidding on, submitting a proposal for , or entering into or renewing such contract, the Vendor 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 were created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

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 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 Florida Department of Transportation, Florida’s Turnpike Enterprise.

22) EXHIBIT ‘C,’ BID BLANK

The bidder must use the attached Exhibit “C,” Bid Blank to submit its bid. The Exhibit “C,” Bid Blank must be signed and dated by a representative who is authorized to contractually bind the bidder. Refer to Instructions for Electronic Submission of Bids.

23) "DRUG-FREE WORKPLACE" PREFERENCE

The “Drug-Free Workplace Program Certification” must be completed and submitted with the bid response to be eligible for this preference.

24) 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.

25) 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 document labeled "The ITB number - Insert Bidder’s Name - 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.

26) ELECTRONIC SUBMISSION OF BIDS:

Refer to Instructions for Electronic Submission of Bids.

27) REVISED BIDS

Bidders may modify submitted bids at any time prior to the bid due date. Revised bids must be received by the bid due date and time to be considered. Bidders shall submit revised bids in a separate email to be opened at the same time as the bid. The ITB number - BID PACKAGE – Insert Bidder’s Name - REVISED shall appear in the subject line of the revised bid.

28) POSTING OF INTENDED DECISION/AWARD

28.1 - General:

The Department's intended decision will be posted on the Florida Vendor Bid System, at http://myflorida.com/apps/vbs/vbs_main_menu, on the date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any person who is adversely affected by the Department's 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 Decision, (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 after 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.

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 Vendor Bid System (see Special Condition 29.1, above) 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 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.

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) A Standard Written Agreement executed by both parties, and a written NTP, issued by the Project Manager.

30) RENEWAL

Upon mutual agreement, the Department and the Vendor may renew the Contract for a period that may not exceed three (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.

31) ATTACHED FORMS

Form 1 – Minimum Qualifications Statement

Form 2 – Drug Free Workplace Program, Vehicle Operator License & Vehicle Registration, Notice of Intent to Sublet

Form 3 – Vendor Notification Form

Form 4 – Scrutinized Companies Lists, 375-030-60

Form 5 – E-Verify, 375-031-06

Form 6 – Corporate Resolution

Form 7 – Addenda Acknowledgement Form

Form 8 – Performance Bond 375-040-27

32) TERMS AND CONDITIONS

32.1 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 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.

32.2 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 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) ORDER OF PRECEDENCE

All bids 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

Exhibit "A," Scope of Services

Attachments

Introduction Section and Special Conditions

Exhibit "B," Method of Compensation

Exhibit "C," Bid Blank

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

34) LIQUIDATED DAMAGES

Refer to Exhibit "A," Scope of Services, sub-section 4.14 Performance Measures.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



FORMS

DOT-ITB-22-8015-AC

**BEACHLINE TUNNEL HEATING, VENTILATION AND
AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND
MARTIN ANDERSEN BEACHLINE EXPRESSWAY
(SR 528), MILEPOST 6.0**

LUMP SUM CONTRACT

FPID: 190736-1-93-37

Minimum Qualifications Statement

I, _____, _____, of
(Print/Type Name) (Title)

_____, hereby certify that this Company has been in business for
(Name of Business)

a minimum of the past **five (5)** years and has the experience to perform the services requested by DOT-ITB-22-8015-AC.

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

Signature: _____ **Date:** _____

Name of Business: _____

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

Describe your work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (*Print out additional copies of the form or attach additional sheets as necessary.*)

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () - _____

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () - _____

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () - _____

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () - _____

Project Description: _____

Name of Business: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

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

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

of _____, hereby certify that;
(Name of Business)

A. Drug-Free Workplace Program Certification

This firm ____ (has) ____ (has not) implemented a Drug-Free Workplace Program in accordance with the provision of Section 287.087, Florida Statutes.

B. Vehicle Operator License & Vehicle Registration

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

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

C. Notice of Intent to Sublet

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

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

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

Percentage must not be for more than 60% of the Contract total.

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

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

VENDOR NOTIFICATION

TO: All Vendors

FROM: Turnpike Asbestos Coordinator
(954) 975-4855
Pompano Beach, Florida

SUBJECT: ASBESTOS-CONTAINING MATERIALS IN TURNPIKE FACILITIES

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

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

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

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

ACKNOWLEDGMENT OF ASBESTOS WARNING

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

of _____, hereby acknowledge receipt of the above memorandum about
(Name of Business)

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

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

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

**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 or is engaged in business operations in Cuba or Syria.

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: _____

E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: _____

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

CORPORATE RESOLUTION OF

(Recite Name of Business)

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

NOW THEREFORE, IT IS RESOLVED, that _____ (title of authorized officer; e.g., Vice President, Division Manager, Sales Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration upon the terms and conditions contained in the proposed contract.

CERTIFICATE OF RESOLUTION

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

Executed by me as secretary of the corporation on this ____ day of _____, 20____.

Signature of Secretary

Name of Secretary printed or typed

**STATE OF FLORDA
DEPARTMENT OF TRANSPORTATION**

DOT-ITB-22-8015-AC

.....
ADDENDA ACKNOWLEDGEMENT FORM

FORM NO. 7

The bidder shall acknowledge receipt of each Addenda to this Invitation to Bid by completing this form and including same in the bid package.

Addenda No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Failure to confirm receipt of Addenda may cause for rejection of the bidder's bid package.

Dated _____, 20_____

Legal Name of Firm

By _____
Signature

Title

NOTE: Attach additional pages as necessary.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____
(name)
_____ (hereinafter called Vendor) of _____
(address)

_____ and
_____ (hereinafter called Surety) of
(name)
_____ ,
(address)

duly authorized to do business in the State of Florida, are held and firmly bound unto the State of Florida in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the Department), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents;

WHEREAS, the above Vendor has subscribed to an agreement with the Department to bear the date of _____ , for contractual services agreement in connection with _____

_____ in _____ County(ies), particularly known as _____

(hereinafter called the Agreement), upon certain terms and conditions in said Agreement more particularly mentioned; and

NOW, THEREFORE, The condition of this obligation is such that if the above Vendor in all respects will comply with the terms and conditions of said Agreement, and its obligations thereunder, including the Scope of Services, Specifications, General Conditions, Special Conditions, Bid Blank therein referred to and made a part thereof, and such alterations as may be made in said conditions and specifications, as therein provided for; and, further, if such Vendor will promptly make payment to all persons supplying labor, material, equipment and supplies, used directly or indirectly by the said Vendor or any subcontractor(s) in the prosecution of the work provided for in said Agreement, and promptly will pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the said Agreement and will pay to the Department any amount in money or property, the Department may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act of the Vendor, its agents, or employees, then this obligation is to be void; otherwise, to be and remain in full force and virtue in law.

WITNESS the signature of the Vendor and the signature of the Surety by _____ its

(Agent or Attorney-in-Fact, or otherwise)

with seals of said Vendor and Surety hereunto affixed this _____ day of _____, _____.

Surety
BY: _____
Signature
TITLE: _____
Attorney-in-Fact/Agent
(Surety Seal)

Name/Telephone #: _____
Address: _____

Vendor
BY: _____
Authorized Signature(s)
TITLE: _____
ATTEST: _____
Secretary/Notary
BY: _____
Signature

Note: Attach Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact. This bond is not for public works contracts required by Section 25.05, Florida Statutes.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

DOT-ITB-22-8015-AC

**BEACHLINE TUNNEL HEATING, VENTILATION AND
AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND
MARTIN ANDERSEN BEACHLINE EXPRESSWAY
(SR 528), MILEPOST 6.0**

LUMP SUM CONTRACT

FPID: 190736-1-93-37

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 190736-1-93-37

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-22-8015-AC

D.M.S. Catalog Class No.: 72151207

BY THIS AGREEMENT, made and entered into this _____ day of _____, 202____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the “Department” and _____, of _____, duly authorized to conduct business in the State of Florida, hereinafter called “Vendor,” hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with providing all labor, materials, equipment and incidentals necessary to remove, dispose and replace-in-kind the existing heating ventilation and air conditioning (HVAC), 8.5-ton AAON package unit. The in-kind replacement package unit shall be a new 8.5-ton outdoor packaged one hundred percent (100%) outside air unit matching the existing specifications, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit “A,” attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional’s seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

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

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as selected below, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
- Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
 - Services shall commence upon written notice from the Department’s Contract Manager and shall be completed within ninety (90) days or date of termination, whichever occurs first.
- B. RENEWALS (Select appropriate box):
- This Agreement may not be renewed.
 - This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department’s invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department’s Project Manager, shall be submitted on the Department’s Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):
- No general liability insurance is required.
 - The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.
 - The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 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 with this Agreement in the amount of \$_____.
- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.
- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):
- No Bond is required.

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

E. CERTIFICATION. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) 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:

Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@dot.state.fl.us

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department

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

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

- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shmt>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. 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 cost within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the Appropriate box:

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

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

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

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal actions may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. 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. Vendors/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and,
 - 3. shall adhere to requirements in Section 448.095, Florida Statutes.
- 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:
Exhibit “A,” Scope of Services, Attachments “A” – “C,” Exhibit “B,” Method of Compensation, and Exhibit “C,” Bid Blank
- M. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

Nicola Liquori
(Print/Type)

Title: _____

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



EXHIBITS & ATTACHMENTS
TABLE OF CONTENTS

DOT-ITB-22-8015-AC

**BEACHLINE TUNNEL HEATING, VENTILATION AND
AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND
MARTIN ANDERSEN BEACHLINE EXPRESSWAY
(SR 528), MILEPOST 6.0**

LUMP SUM CONTRACT

FPID: 190736-1-93-37

TABLE OF CONTENTS

EXHIBIT “A,” SCOPE OF SERVICES		(PAGES A-1 THRU A-11)
Section 1.0	Introduction.....	A – 1
1.1	Description of Services	A – 1
1.2	Definition of Terms	A – 1
Section 2.0	Locations and Site Descriptions	A – 2
Section 3.0	Vendor’s Qualifications	A – 2
3.1	Certification and Registration	A – 2
3.2	Business Location	A – 2
3.3	Minimum Qualifications Statement (Form No. 1)	A – 2
3.4	Performance Bond.....	A – 2
Section 4.0	Scope of Services.....	A – 3
4.1	HVAC Replacement In-Kind Services.....	A – 3
4.2	General Notes and Other Requirements	A – 6
4.3	Parts or Materials Requirements	A – 6
4.4	Tools and/or Equipment	A – 6
4.5	Reports and Documentation	A – 7
4.6	Submittals.....	A – 7
4.7	Work Schedule	A – 7
4.8	Sign-in and Sign-out.....	A – 7
4.9	Work Status	A – 7
4.10	Lighting, Water and Power Source at the Site	A – 7
4.11	Notification of Damages and Damage Repair.....	A – 8
4.12	Clean-up and Disposal.....	A – 8
4.13	Uniforms.....	A – 8
4.14	Performance Measures	A – 8
4.15	Subletting or Assigning of Work.....	A – 9
4.16	Notice of Claim	A – 9
Section 5.0	Safety and Worker Protection.....	A – 9
5.1	Safety and Worker Protection Requirements	A – 9
5.2	Delay of Work Due to Weather or Other Causes	A – 10
5.3	Lock-out/Tag-out	A – 10
5.4	U-Turns	A – 10
Section 6.0	The Department’s Responsibilities.....	A – 10
6.1	Administration of Contract.....	A – 10
6.2	Pre-work Conference.....	A – 10
6.3	Periodic Inspection	A – 11
6.4	Performance Evaluation	A – 11
Section 7.0	Duration of Contract.....	A – 11

ATTACHMENTS		(ATTACHMENTS “A” THRU “C”)
A	Design Criteria	AT – A
B	Certification Disbursement of Previous Payments.....	AT – B
C	Certificate of Contract Completion	AT – C

EXHIBIT “B,” METHOD OF COMPENSATION		(PAGES B-1 THRU B-3)
Section 1.0	General	B – 1
Section 2.0	Pay Item Definition (Basis of Payment).....	B – 1
2.1	HVAC Replacement In-Kind Services.....	B – 1
Section 3.0	Method of Measurement.....	B – 1
3.1	Compensation.....	B – 1
3.2	Method of Payment	B – 2
3.3	Invoicing	B – 2
3.4	Certification Disbursement of Previous Payments Requirement	B – 2
3.5	Certification of Contract Completion Requirement	B – 2
3.6	Disallowed Payments	B – 2
Section 4.0	Financial Consequences.....	B – 3

EXHIBIT “C,” BID BLANK		(PAGE C-1 & C-2)
	Bid Blank Sheet.....	C – 1
	Vendor’s Information	C – 2

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT “A”
SCOPE OF SERVICES**

DOT-ITB-22-8015-AC

**BEACHLINE TUNNEL HEATING, VENTILATION AND
AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND
MARTIN ANDERSEN BEACHLINE EXPRESSWAY
(SR 528), MILEPOST 6.0**

LUMP SUM CONTRACT

FPID: 190736-1-93-37

EXHIBIT "A"

SCOPE OF SERVICES

BEACHLINE TUNNEL HEATING VENTILATION AND AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND MARTIN ANDERSEN BEACHLINE EXPRESSWAY (SR 528), MILEPOST 6.0

1.0 Introduction

1.1 Description of Services

The work specified under this Contract shall consists of providing all labor, materials, equipment and incidentals necessary to remove, dispose and replace-in-kind the existing heating ventilation and air conditioning (HVAC), 8.5-ton AAON package unit. The in-kind replacement package unit shall be a new 8.5-ton outdoor packaged one hundred percent (100%) outside air unit matching the existing specifications. The Vendor shall be qualified and experienced to perform the work required in this Contract in accordance with the provisions as described in these Contract documents.

1.2 Definition of Terms

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

Contract: The term "Contract" means the entire and integrated Agreement between the Department and the Vendor (hereinafter collectively referred to as the "Parties"), which supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract documents (Standard Written Agreement, Exhibit "A," Scope of Services, Exhibit "B," Method of Compensation, Exhibit "C," Bid Blank, Attachments, and any amendments and supplements thereto) form the Contract between, and otherwise set forth the obligations of the Parties, including the performance of the work and the basis of payment.

Department: State of Florida Department of Transportation, Florida's Turnpike Enterprise.

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

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

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

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

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

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

2.0 Locations and Site Descriptions

Beachline West Mainline Toll Plaza, Administration Building #5459 (Tunnel), Martin Andersen Beachline Expressway (SR 528), Milepost 6.0.

3.0 Vendor's Qualifications

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

3.1 Certification and Registration

- A. The Vendor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as an Air Conditioning Contractor (Class "A" and/or Class "B") or Mechanical Contractor in accordance with Chapter 489, Florida Statutes.
- B. All sub-vendors shall be properly licensed meeting the requirements of Chapter 489 Florida Statutes under the respective trade category for the work to be performed under this Contract.
- C. The Vendor or sub-vendor shall not allow any unlicensed and/or non-certified personnel (i.e. apprentice or helper) at the worksite without direct supervision of a licensed and/or certified technician.
- D. Submit a copy of all required licenses and/or certifications with the Vendor's bid package.

3.2 Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business location. A copy of the Business Tax Receipt shall be submitted with the Vendor's bid.

3.3 Minimum Qualifications Statement (Form No. 1)

The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been licensed and actively involved in the type of business requested in the scope of work for this Contract for a minimum of five (5) years. The Vendor shall submit documentation (Form No. 1) of the work experience with its bid package.

3.4 Performance Bond

Prior to commencement of any services pursuant to this Contract 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 company authorized to do business in the State of Florida, payable

to the Department and conditioned for the prompt, faithful, and efficient performance of this Contract according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

The bidder must submit, with its bid, a current letter from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead, to document the bidder's present ability to obtain a Performance Bond in the full amount of the bid. Failure by the bidder to provide this letter with its bid will constitute a non-responsive determination for its bid. The Performance Bond shall be executed and furnished to the Department prior to Contract execution and no later than ten (10) days after the ending date of the period for posting the intended award decision, unless the Department extends the time period in writing. Failure to provide the required Performance Bond (Form 375-040-27) to the Department within the aforementioned timeframe may void the Intended Award's proposal and the Department will proceed in contracting with the next responsive proposer.

4.0 Scope of Services

4.1 HVAC Replacement In-Kind Services

The Vendor shall provide all labor, equipment, tools, materials, hoists/lifts, safety equipment, maintenance of traffic, lighting, transportation, and incidentals necessary to remove and dispose of the existing HVAC package units and incidentals as required to furnish and install a new package unit. The new package unit shall include all incidentals required to provide a complete operational HVAC system, which meets all applicable local, state and federal code requirements. The scope shall include the following:

- A. The Vendor shall furnish a new 8.5-ton outdoor packaged unit, one hundred percent (100%) outside air unit which is completely compatible (voltage, BTU, phase, cooling, heating, tonnage, size, performance characteristics, duct configuration, etc.) with the existing 8.5-ton AAON package unit unless otherwise specified in Attachment "A," Design Criteria.
- B. Equivalent manufacturers' equipment shall meet or exceed the specifications of the existing/approved manufacturers' equipment for each application. However, approval and acceptability of all equipment shall be determined by the Department's Project/Contract Manager.
- C. Immediately upon issuance of the Notice to Proceed (NTP), the Vendor shall visit the site and inspect the existing HVAC systems which are to be replaced. The Vendor shall utilize the information gathered from the site visit(s) to develop its work plan for the HVAC system to be replaced. Should the Vendor observe any conditions which might affect the work, these conditions shall be specified in the work plan. The site visit(s) shall be coordinated with the Department's Project/Contract and shall be completed within fourteen (14) calendar days after the NTP is issued by the Department.
- D. The Vendor shall submit a detailed work plan to the Department's Project/Contract Manager no later than twenty-one (21) calendar days after the inspection period described in 4.1.C above for review and approval. The work plan shall fully explain and include the work schedule, work sequencing, time durations for each work operation, method of removing existing equipment, duration(s), names of personnel, portable air-conditioning requirements, hoisting requirements, all anticipated alterations, fabrications and/or modifications and hours of work.
- E. Unless specified otherwise, all new equipment shall fit in the existing spaces, ductwork, curbs, pads, closets, mechanical rooms, air handler stands, etc., and not cause any obstructions or code violations, or otherwise interfere with the Department's equipment or operations. Concrete pads

shall extend no less than 6” outside the new condensers and package units. The Vendor shall obtain prior approval from the Department for any equipment that requires an extension to or replacement of the existing concrete pad(s). Any extension to or replacement of any existing concrete pad shall be completed by the Vendor in accordance with the terms of this Contract at no additional cost to the Department. Concrete pads shall be level and on firm ground. The extended or replaced concrete pad shall be Class I Reinforced Concrete installed at the same thickness as the existing concrete pad. The pad extension shall be installed with 1’ long, #4 reinforcing steel dowels (epoxied in place), 12” on center, penetrating 6” into the center (thickness) of the existing pad. New pads shall be Class I Reinforced Concrete, 6” thick with #4 reinforcing steel bars at 12” center to center each way. All materials and installation of reinforcing steel, dowels, forms and all related work and techniques shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Current Edition, (<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>) and approved by the Department’s Project/Contract Manager. In the event a pad is extended or replaced, and the protecting bollards need to be relocated, the Vendor shall relocate such bollards at no additional cost to the Department. Bollards shall not restrict access to any side of the unit(s).

1. All relocations, alterations, fabrications and modifications of piping, drywall, chases, sleeves, block walls, brick walls, firewalls, ductwork, air handler or condenser stands, skids, acoustical ceiling tiles and grids, hangers, grilles, duct detectors, dampers, curbs, electrical components, and pads to accommodate new equipment shall be the responsibility of the Vendor. Damages to any landscaping, interior/exterior surfaces, structures or building components shall be repaired and restored to its original finish condition. All restorations and repair services are to be approved by the Department’s Project/Contract Manager and shall be completed by the Vendor at no additional cost to the Department. All finishes are to be restored to current conditions.
 2. Package units shall not extend beyond the roof areas.
- F. It is intended that the new equipment be installed and made operational immediately after the removal of the existing equipment. Any preparation work shall be done prior to taking the existing HVAC system offline (i.e. delivery of new equipment and its components to the site, installation of portable air conditioning units and box fans, ductwork fabrication, disassembling of acoustical ceilings, removal of bollards, extensions to concrete pads, and additional electrical work).
- G. It is required that the Vendor provide, maintain and operate portable A/C units which will keep these areas cool during A/C change out operations. The Vendor shall have personnel available twenty-four (24) hours per day, seven (7) days per week to maintain, repair and/or replace portable A/C units, and the Vendor shall be responsible for ensuring that proper air conditioning is supplied to the site at all times throughout the duration hereof. Upon receiving notification of an inoperative portable A/C unit, the Vendor shall immediately respond and arrive on site within three (3) hours to correct the problem and such services shall be at no additional cost to the Department.
- H. The Vendor furnished A/C unit shall have a minimum Seasonal Energy Efficiency Rating (SEER) of fourteen (14).
- I. When heating or cooling portions are to be upgraded as detailed in this scope, the Vendor shall be responsible for upgrading all electrical systems and components (i.e. wiring, conduits, junction boxes, disconnects, breakers, fuses, and incidentals) as per the manufacturer’s specifications.

- J. The Vendor shall furnish equipment which uses R-410A refrigerant. The existing R-22 refrigerant lines and insulation shall be removed and disposed. The Vendor shall furnish and install new refrigerant lines for R-410A refrigerant in the existing sleeves, utilizing the existing chases, hangers, struts, and penetrations. End of sleeve openings are to be sealed with urethane foam and coated with waterproof flame retardant mastic. The Vendor shall insulate suction lines separately within sleeves and up to units with 3/4" minimum closed cell insulation; pressure test lines by use of nitrogen; evacuate lines for a minimum of two (2) hours at 30" of a vacuum in the presence of the Department's Project/Contract Manager or designee; charge refrigerant systems in accordance with the manufacturer's specifications. In the case where existing chases cannot be used, the Vendor is responsible to determine a new route for the line set and shall core drill the existing walls/floors to route new line sets. Any exterior exposed line set shall be covered with galvanized chase covers with no sharp edges and painted to match existing galvanized material. Interior exposed line sets shall have a chase constructed of a framed wall with gypsum board covering painted to match existing walls. This cost is to be included in the base bid.
- K. The Vendor shall remove and dispose of all existing equipment, materials, refrigerant, piping, curbing, and pads as required. This work includes disposing of all the materials in a licensed disposal site for each type of material and/or equipment as required by law. The Federal Clean Air Act requires that refrigerants must be recovered and not vented, effective July 1, 1992. The Vendor shall have recovery units certified by the Environmental Protection Agency (EPA) to comply with said act and the EPA regulations.
- L. All exterior hardware (nuts, bolts, screws, hurricane straps/cables, anchors, and clamps) shall be stainless steel. The Vendor shall anchor the package unit set on concrete slabs with the specifications and details shown in Attachment "A," Section 6.00 – Typical Equipment Securing Details.
- M. The Vendor shall make all efforts to minimize the down time of the HVAC system at the site. The replacement of HVAC system shall be completed within the mutually agreed timeframe.
- N. Package Unit Curbs/Curb Adapters/Plenums
- The Vendor shall connect and/or adapt the new package unit to the existing ductwork. The Vendor shall insulate and seal curbs/curb adapters/plenums, and otherwise ensure all joints are thoroughly cleaned and sealed to prevent water from entering the tunnel or building, described in this Contract.
- O. If applicable, the Vendor shall remove the existing equipment system placards (AH-1, CU-1, PU-1, etc.) and re-install on the new equipment. If placards are not present, the Vendor shall provide and install new placards at no additional cost to the Department.
- P. The Vendor shall test and balance the HVAC system as specified in the Attachment "A," Design Criteria and in accordance with the standards and guidelines of the Associated Air Balance Council (AABC). Upon completion of HVAC system replacement, the Vendor shall submit a complete report of the test and balance data to the Department's Project/Contract Manager.
- Q. The Vendor shall provide three (3) Operation and Maintenance Manuals (O&M Manuals) for equipment installed under this Contract. The O&M Manuals shall be provided to the Department at no additional cost prior to final acceptance of the project by the Department.
- R. The Vendor shall provide a one (1) year on-site labor, material and equipment warranty for HVAC system furnished and installed, which shall begin from the date of the Department's final

acceptance of the entire Contract. The Vendor shall provide a five (5) year compressor part warranty which shall begin from the date of the Department's final acceptance of the Contract.

- S. The Vendor shall install all equipment according to manufacturer's recommended specifications and all work shall be completed in accordance with the terms of this Contract.

4.2 General Notes and Other Requirements

- A. The Vendor shall examine the Contract documents and be familiar with all the requirements of this Contract and site (refer to Special Conditions, Page SC5, Section 8.1, Optional Site Visit) of the proposed work carefully before submitting a proposal for the work contemplated under this Contract. The Vendor shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract documents.
- B. Prior to beginning work under this Contract, the Vendor shall submit to the Department for approval, a copy of the Vendor's proposed plan and methods for performing the work, including a listing of equipment and personnel anticipated for use.
- C. The Vendor shall maintain adequate and competent personnel so as to enable the Vendor to complete the assigned work within the time period required under this Contract.
- D. The Vendor shall proceed with the work with all due diligence and use all reasonable efforts to complete the same without delay; failure to do so may constitute unsatisfactory performance, and after written warning, the Vendor may be declared in default.
- E. The Vendor and sub-vendor shall ensure that all motor vehicles used on this project are registered and insured. All drivers shall be licensed in the State of Florida.
- F. The Department shall retain the right to suspend the work wholly or in part, for such period or periods as the Department deems necessary. The Department will order such suspension in writing, giving in detail the reasons for the suspension. The Vendor shall not resume operations until it receives written authorization from the Department to do so.
- G. All work shall be provided in strict compliance with all local, state, and federal requirements, laws, and regulations and in accordance with all equipment manufacturer specifications.

4.3 Parts or Materials Requirements

- A. Parts or materials provided by the Vendor for this project shall be new.
- B. The Vendor shall ensure that all parts, materials, equipment and incidentals incorporated into the work are completely free of any type of asbestos materials.

4.4 Tools and/or Equipment

The Vendor shall be responsible for providing all tools and/or equipment (owned, leased or rented) that may be needed for this project at no additional cost to the Department.

4.5 Reports and Documentation

Upon completion of each applicable HVAC system replacement, the Vendor shall submit to the Department's Project/Contract Manager a complete report of the test and balance data per Attachment "A," Design Criteria.

4.6 Submittals

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

- A. A list of all personnel anticipated for employment under this Contract.
- B. List of Vehicles.
- C. Emergency Phone List.
- D. The Vendor shall complete and return all required documents provided by the Department with the Pre-work package, prior to the issuance of the NTP.
- E. Schedule of Values.
- F. Project Schedule.

4.7 Work Schedule

The Vendor shall perform all work, unless otherwise approved by the Department's Project/Contract Manager, strictly between the hours of 7:00 a.m. and 5:00 p.m. (EST), Monday through Friday.

4.8 Sign-in and Sign-out

Upon arrival to the site, the Vendor, sub-vendor(s) and their employees shall immediately notify the Department's Project/Contract Manager and immediately report to the Department's Toll Plaza / Building Supervisor on duty and sign-in, completing all information in the Visitor's Log, where applicable. The Vendor, sub-vendor(s) and their employees shall sign-out after completion of the daily work activities. The Vendor, sub-vendor(s) and their employees shall sign-in and sign-out when leaving and returning to the site (including when leaving/returning for breaks).

4.9 Work Status

The Vendor shall keep the Department's Project/Contract Manager informed of the status of all work being performed throughout the duration of the Contract.

4.10 Lighting, Power and Water Source at the Site

- A. If the existing lighting at the site is not adequate, the Vendor shall be responsible for providing, at its sole expense, additional lighting necessary to perform the work required under this Contract. The Department will not be responsible for providing additional lighting that may be required to perform or inspect the work required under this Contract.
- B. If water is not available at the site or is not of sufficient volume or pressure, the Vendor shall be responsible for providing, at its sole expense, additional water necessary to perform the work required under this Contract.
- C. The Vendor and sub-vendors may use the Department's electrical power outlets to power the tools utilized by the Vendor's personnel or sub-vendors to perform the work under this Contract. The amperage of the Vendor's and sub-vendor's tools shall not exceed the allotted circuit amperage in the area work is being performed. The Vendor and sub-vendor shall verify the

amperage at the time work is to begin and shall ensure the electrical demand for tool power supply will not overload the circuits.

4.11 Notification of Damages and Damage Repair

The Vendor shall notify the Department’s Project/Contract Manager verbally and/or by email of any damages to Turnpike Facilities or property of the traveling public as a result of the Vendor’s operations. The notification shall be completed during the next business day and include, at a minimum, the type of damage, location, nature of the incident, time and date of occurrence, photos and any related injuries. The Vendor shall, at its sole expense, repair all damages within twenty-four (24) hours of the incident, or within such other time approved by the Department’s Project/Contract Manager.

4.12 Clean-up and Disposal

The Vendor shall maintain all site and setup areas in a clean, neat and presentable condition. Upon completion of Vendor’s daily work activities, the Vendor shall collect and remove from the site all surplus, discarded materials and any other trash caused by the work, and properly dispose of the same at a dumpsite approved for the disposal of each different type of material. Daily clean-up and disposal of materials shall be performed to the satisfaction of the Department’s Project/Contract Manager. All costs associated with clean-ups and disposals are incidental to this Contract and shall be included in the Vendor’s unit prices shown on the Exhibit “C,” Bid Blank.

4.13 Uniforms

The Vendor, sub-vendors and their employees, at all times, while at each site, shall wear uniforms clearly identifying the company logo and employee’s name.

4.14 Performance Measures

The Vendor will be expected to complete the work within the timeframe established in the Contract. Failure by Vendor to complete the work within the allowed timeframe will result in a deduction based on the following performance criteria:

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

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

4.15 Subletting or Assigning of Work

The Vendor shall not sublet, assign or transfer any work under this Contract without prior written consent by the Department. After written consent by the Department, the Vendor will be permitted to sublet a portion of the work but shall perform with its own organization work amounting to not less than forty percent (40%) of the total Contract amount. All sub-vendors are required to be qualified and certified for the work they intend to perform in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. Subletting of work shall not relieve the Vendor of its respective liabilities. The Department recognizes a sub-vendor only in the capacity of an employee or agent of the Vendor. The Vendor, sub-vendors, or any of their employees shall not perform any work that is beyond their technical capabilities or for which they are not licensed or certified.

4.16 Notice of Claim

Where the Vendor deems that additional compensation is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Department, the Vendor shall notify the Department in writing of the intention to make a claim for additional compensation before beginning the work on which the claim is based. Such notice by the Vendor shall not in any way be construed as establishing the validity of the claim. If such notice is not submitted to the Department within ten (10) calendar days after the Vendor first recognizes the condition giving rise to the claim, the Vendor hereby waives all right to any claim for additional compensation for such claim.

Rejection of the claim(s) by the Department does not absolve the Vendor of its obligations to meet the requirements in this Contract.

5.0 Safety and Worker Protection

5.1 Safety and Worker Protection Requirements

- A. The Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Vendor shall provide the necessary protection for the safety of its employees, sub-vendors, sub-vendor's employees and the public to prevent damage, injury, or loss to:
 - All employees at the site and other persons who may be affected thereby.
 - All the work and all materials, and/or equipment to be incorporated therein, whether in storage on or offsite.
 - Other property at a site or adjacent thereto, including trees, lawns, walkways, pavements, roadways, structures, and utilities.
- B. The Vendor shall assume full liability for compliance with all federal, state and local regulations pertaining to the protection of workers and persons occupying adjacent Turnpike Facilities.
- C. Any damages to the property of the traveling public and/or the Department as a result of the Vendor's work shall be the sole responsibility of the Vendor.
- D. The Vendor shall properly use and dispose of all chemicals and other hazardous materials in strict accordance with applicable local, state, and federal laws and regulations and shall indemnify the Department of any liabilities arising out of the Vendor's handling, use of, and disposal of said chemicals and hazardous materials.

- E. The Vendor's employees and sub-vendor's employees shall always wear safety vests (current Department approved) when working within the Department's Right of Way. Hard hats or safety helmet caps are to be used in areas of overhead hazards.
- F. The Vendor's vehicles/equipment shall have the company name and/or logo with amber strobe lights mounted on top of all vehicles/equipment. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from each site.

5.2 Delay of Work Due to Weather or Other Causes

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

5.3 Lock-out/Tag-out

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

5.4 U-Turns

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

6.0 The Department's Responsibilities

6.1 Administration of Contract

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

The Department will assign the Department's Project/Contract Manager to administer the terms and conditions of the Contract at the Pre-work Conference.

6.2 Pre-work Conference

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

6.3 Periodic Inspection

The Department shall have the right to conduct periodic inspections of work performed and materials used to determine compliance with the requirements of this Contract. The Department's Project/Contract Manager shall have the right to inspect and reject any and all work and materials that do not meet with the requirements of the Contract. Any work or materials rejected by the Department shall be corrected at the Vendor's expense. Failure to reject defective work or materials, whether from lack of discovery or for any other reason, shall not relieve the Vendor from responsibility to complete the work in full compliance with all Contract requirements, and shall in no way prevent later rejection of such defective work or materials by the Department.

6.4 Performance Evaluation

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

7.0 Duration of Contract

The Department will issue the NTP within sixty (60) calendar days after the Department's execution of the Contract. Work shall commence upon the start date identified in the NTP letter, and the work shall be completed within ninety (90) calendar days thereafter.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



ATTACHMENTS

DOT-ITB-22-8015-AC

**BEACHLINE TUNNEL HEATING, VENTILATION AND
AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND
MARTIN ANDERSEN BEACHLINE EXPRESSWAY
(SR 528), MILEPOST 6.0**

LUMP SUM CONTRACT

FPID: 190736-1-93-37

ATTACHMENT “A” DESIGN CRITERIA

BEACHLINE TUNNEL HEATING VENTILATION AND AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND MARTIN ANDERSEN BEACHLINE EXPRESSWAY (SR 528), MILEPOST 6.0

GENERAL REQUIREMENTS

PART 1.00 - GENERAL

1.01 WORK INCLUDED

Project site location:

- Martin Andersen Beachline Expressway (SR 528), Milepost 6.

General Scope of work:

- Remove and dispose of existing 8.5-ton AAON package unit (Model#RM-008-8-0AB02-332; Serial#200705-AMGH33172; 208 Volts; 3-Phase).
- Furnish and install new 8.5-ton Outdoor packaged 100% outside air unit AAON replacement in-kind or approved equal package unit matching existing specifications.
- Remove and dispose of existing curb if the new unit footprint or connections do not match existing conditions.
- Furnish and install new curb if required for connection to new unit and existing ductwork.
- Re-use existing ductwork and modify as needed to match new footprint.
- Re-use existing electrical and modify as needed to comply with latest electrical code.
- Disconnect and reconnect gas line. Provide new regulator and piping to unit.
- Furnish and install new stainless steel hurricane tie down including isolation pad.
- Perform equipment start up and submit reports.

Additional scope requirements:

1. The Vendor shall perform due diligence at the site and provided existing equipment characteristics including controls requirements to the Department for evaluation prior to submitting shop drawings and cut sheets of all proposed equipment.
2. This project will require very strict coordination, scheduling and equipment shut down approvals by the Department’s representative.
 - a. Provide minimum of seven (7) day notice of any scheduled equipment shut down and related work that may impact facility operations. Vendor to replace HVAC unit in no more than twenty-four (24) hours period from shut down to re-start of the new system.

- b. This facility operates twenty-four (24) hours a day and seven (7) days a week.
 - c. All activities during construction will require dust and debris control at all times.
 - d. The Vendor shall schedule all work to minimize any A/C down time. In the event that the existing A/C equipment/system or the new system is interrupted, the Vendor shall provide temporary cooling equipment/systems as required to maintain these spaces at 75 degrees for the duration of this project.
3. Provide proposed schedule for approval prior to commencing any work.
4. The Vendor is responsible for maintaining all affected areas, air and watertight at all times during construction.
5. The Vendor shall provide permit plans signed and sealed if required to obtain permits from authority having jurisdiction.
6. Work shall include all related demolition and patch-up of existing areas to match existing materials and finish.
7. The Vendor shall be responsible for removal and disposal of existing equipment noted for replacement and all debris related to the construction.
8. Controls and sequence of operations:
 - a. Control requirements – Disconnect and remove existing controls from equipment being replaced.
 - b. Provide new wired wall-mounted thermostat/Humidistat of same manufacturer as approved equipment.
 - c. Sequence of Operations: Thermostat/Humidistat shall automatically operate the AC systems in the tunnel and toll booths. The A/C unit will run automatically to maintain set temperature and humidity to the specified design temperature.
9. Provide manufacturer's condenser unit coil seacoast coating.
10. Provide all electrical modifications required for new installations.
11. Provide new disconnect switches for all new equipment. All disconnects shall be new and sized for each equipment service requirement.
12. The Vendor shall pull new wires through existing conduits where size is inadequate. In the event that the existing conduit size is not adequate the Vendor shall run/install new conduit(s).

13. Provide anchoring and hold down shop drawings for all new equipment installations.
14. PVC piping is not allowed to be installed in room and/or building.
15. Combustible material shall not be used in return air plenum unless it is properly protected or meets standards of Class 1 duct material as defined by UL 181
16. Remove existing condensate drain piping and provide new insulated copper condensate drain line that is sized one (1) pipe size larger than unit discharge and min. 1 1/4". Condensate discharge shall include P-Traps and piping run from unit to existing drain connection. Also provide piping support as required but not to exceed 4'-0" on center to maintain proper drainage slopes. Underground piping shall be 2" minimum.
17. Provide shop drawings for review and approval prior to ordering any equipment per sub-section 1.04, Submittals of this attachment.
18. The Vendor shall provide all equipment start-up services and be performed by the equipment manufacturer's certified start-up specialist including testing, all installations and providing a report to the Department demonstrating equipment performance and operational characteristics.
19. Acceptance & Inspection: Inspections may have to be conducted for each individual unit, depending on the operational impact of down time approved by the Department. Coordinate inspection requirement with locals permitting agencies prior to scheduling any work. Work may require multiple inspections for the different phases of work such as unit installation, electrical work, A/C startup etc.
20. Warranty:
 - a. Construction and Project Scope: Provide one (1) year warranty for parts and labor. Equipment: Provide one-year Manufacturer's warranty for parts and labor and provide five (5) year manufacturer's warranty for compressors.

1.02 RELATED WORK

Mechanical, Electrical and Structural

1.03 CODES AND STANDARDS

MECHANICAL CODES AND STANDARDS

- A. The codes and standards covering mechanical work include, but are not limited to:
1. American National Standards Institute (ANSI)
 2. American Society for Testing and Materials (ASTM)
 3. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
 4. American Society of Mechanical Engineers (ASME)
 5. American Welding Society (AWS)
 6. All Florida Building Codes, latest edition including revisions
 7. Florida Department of Environmental Protection (DEP) Regulations
 8. National Electrical Manufacturers Associations (NEMA)
 9. National Fire Protection Association (NFPA)
 10. National Sanitation Foundation (NSF)
 11. Codes, Regulations, Ordinances, and similar regulatory requirements, of all governing authorities having jurisdiction over this work.
- B. These codes, society and association recommendations constitute minimum requirements and no reductions from design requirements will be permitted, even if allowed by the applicable codes, without expressed written permission of the Engineer.

ELECTRICAL CODES AND STANDARDS

- A. Reference within these specifications to standards, codes or reference specifications implies that any item, product, or material so identified must comply with all minimum requirements as stated therein, unless indicated otherwise. Only the latest revised editions are applicable.
- B. Codes and Standards: The following codes and standards shall be used:
1. National Electrical Code (NEC)
 2. National Fire Protection Association (NFPA)
 3. Underwriters' Laboratories (UL)
 4. National Electrical Manufacturers Association (NEMA)
 5. American National Standards Institute (ANSI)
 6. Federal Specification (Fed. Spec.)
 7. Insulated Cable Engineers Association (ICEA)

8. Institute of Electrical and Electronic Engineers (IEEE)
9. American Society for Testing and Materials (ASTM)
10. Occupational Safety and Health Act of 1970 (OSHA)
11. Rules of ADAAG (1993) with Latest Amendments
12. Florida Administration Requirement Manual (FARMS)

- C. Where materials and equipment are available under the continuing inspection and labeling of UL, provide such material and equipment. Listing by Underwriters' Laboratories shall be evidenced by the label.

1.04 SUBMITTALS

The Vendor is required to submit and process all Shop Drawing, Submittals and RFI's. Submit shop drawings and RFI's electronically through the Florida Turnpike Enterprise construction management's system.

Prior to the submission of any shop drawings, prepare and submit a schedule of submittals that identify the work for which shop drawings apply, as depicted in the FDOT standard specifications for road and bridge construction.

Shop drawings shall be submitted to the department and shall bear the Vendor's approval stamp with date and initials and when applicable, the signature and embossed seal of the specialty engineer. Stamping requirements shall be in blue or black as depicted in the Turnpike Plans Preparation and Practices Handbook and the FDOT Plans Preparation Manual. The Department shall review the shop drawing(s) to evaluate compliance with the project requirements and provide any findings to the general Vendor. The Department's procedural review of the shop drawing is to assure that the Vendor and the Department's representative have both accepted the drawings. The drawing has been independently reviewed and is in general conformance with the plans.

Consecutively number each sheet in the submittal series and indicate the total number in the series (i.e., 1 of 12, 2 of 12..... 12 of 12). Include a unique shop drawing submittal number. Include on each sheet the following items as a minimum requirement: the complete financial project identification number, bridge number(s), drawing title and number, a title block showing the names of the fabricator or producer and the Vendor for which the work is being done, Vendor's project manager or his/her representative, mailing address and telephone number, initials of the person(s) responsible for the drawing, the date on which the drawing was prepared, the location of the item(s) within the project, the Vendor's approval stamp with date and initials.

1.05 SHOP AND ERECTION DRAWINGS

- A. Submit required and requested shop and erection drawings for review by FDOT Turnpike Enterprise (Department) before ordering or installing any equipment or

material. Equipment or material ordered or installed before the Department's review may not be accepted and will have to be removed from the Project.

- B. Shop drawings shall consist of manufacturer's scale drawings, cuts or catalogs, including descriptive literature which shall clearly indicate the construction, material, physical dimensions, wiring diagrams and complete operating data clearly marked for each item. Data of general nature will not be accepted.
- C. Coordination Drawings: Submit with Shop Drawings. Show mechanical-room layout and relationships between components and adjacent structural and mechanical elements. Show support locations, type of support, and weight on each support. Indicate and certify field measurements.
- D. Erection drawings shall consist of 1/4" scale drawings of the work including foundations in plan and elevation. These drawings shall show clearances between units and relation of equipment to space assigned and to the work of other trades. Normally, with the exception of drawings for ductwork, erection drawings are required for mechanical equipment rooms. Provide drawings for other area requested by the Department.
- E. Prior to making any changes in the Work that is shown on the Contract Drawings, prepare and submit to the Engineer a drawing with a minimum of 1/4" scale showing proposed change. Do not proceed with the change without a written approval by the Engineer. All such approved drawings shall be included into final set of record drawings.
- F. The Engineer's approval of shop drawings does not relieve the Vendor of the responsibility to comply with all requirements of this specification.

1.06 RECORD DRAWINGS

- A. Record Drawings shall be submitted to the Department before Final Acceptance and shall include the following as a minimum requirement:
 - 1. Equipment schedules shall reflect all changes in the approved equipment that deviate from the schedules and shall include the manufacturer's name, model number, performance capacities and accessories.

1.07 FEES, PERMITS AND INSPECTIONS

- A. Obtain all permits for work under this Contract and pay all expenses in conjunction therewith. Also, procure and deliver to the Department all certificates issued by the authorities having jurisdiction.
- B. The work will be observed by the Department during the course of construction. Provide for inspection by others having jurisdiction during the proper phases.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the project site at such intervals to ensure uninterrupted progress of work.
- B. Deliver anchor bolts, anchorage devices, and sleeves which are to be embedded in cast-in-place concrete or masonry, in ample time not to delay work.
- C. Store materials to permit easy access for inspection and identification. Keep steel members off ground, using pallets, platforms, or other supports. Protect steel members and packaged materials from corrosion and deterioration.
- D. Do not store materials on the structure in a manner that might cause distortion or damage to members or support structures. Repair or replace damaged materials or structures as directed at no additional cost to the Department.

1.09 TEST AND BALANCE

- A. The Vendor shall procure and pay for the services of an independent test and balance agency, approved by the Department, which specializes in the balancing and testing of heating, ventilating, and air conditioning systems. The test and balance agency shall work for the general Vendor and not the mechanical sub-Vendor.
- B. Quality Assurance
 - a. The test and balance agency shall submit proof of having successfully completed at least five (5) projects of similar size and scope and shall be certified as conforming to the standards and guidelines of the Associated Air Balance Council (AABC), unless otherwise approved.
 - b. All instruments used shall be accurately calibrated within six (6) months of balancing and maintained in good working order. If requested, the test shall be conducted in the presence of the engineer and/or his representative
- C. Submittals
 - a. Complete report of the test and balance data.
 - b. Test and balance agency qualifications.
 - c. Submit complete report of the test and balance data of air conditioning, heating, and ventilating systems for review by the engineer and engineer of record.
 - d. All air filters shall be replaced by the mechanical HVAC installer before the test and balance work can proceed and thereafter as required by the test and balance agency.

- D. Air Balance Scope
- a. The codes and standards covering mechanical work include, but are not limited to:
 1. Test and adjust rpm to original requirements.
 2. Test and record motor full load amperes.
 3. Test and adjust system for original design cfm recirculated air.
 4. Test and record entering air temperatures. (d.b. cooling)
 5. Test and record entering air temperatures. (w.b. cooling)
 6. Test and record leaving air temperatures. (d.b. cooling)
 7. Test and record leaving air temperatures. (w.b. cooling)
 8. Adjust main supply air ducts to proper design cfm.
 9. Adjust all supply grilles and outlets to required CFM noted on existing as-built documents and/or existing field conditions.
 10. The test and balance agency shall check all controls for proper calibrations and list all controls requiring adjustments including sequence of operations. The test and balance agency shall provide a list by Vendor for adjustments and/or clarification by the Department.
- E. Test balance requirements
- a. The testing shall begin after the temperature/conditions have stabilized to obtain maximum accuracy of the report findings.
 - b. All information required as shown but not listed to shall be compiled in a neat, orderly itemized format on AABC test forms. All test data shall be submitted to the Department.

PART 2.00 - PRODUCTS

2.01 GENERAL

- A. Materials or products specified herein and/or indicated on Drawings by trade name, manufacturer's name and/or catalog number shall be provided as specified.
- B. Since manufacturers reserve the right to change their products at any time, verify all dimensions, performance data, and similar criteria for each piece of equipment submitted to ensure compliance with the intent of the Drawings and Specifications.
- C. All materials shall be new of the quality specified.
- D. Deviations mean the use of any listed approved manufacturer other than those on which the drawings are based.

2.02 SPACE AND ACCESS TO EQUIPMENT

- A. All equipment shall fit the allotted space and shall leave reasonable access room for servicing and repairs. Greater space and room required by substituted equipment shall be provided by the Vendor at no additional cost to the Department.

2.03 CUTTING AND PATCHING

- A. Unless otherwise indicated, perform all cutting and patching necessary for the work. Where interferences occur, and departures from indicated arrangements are required, coordinate the mechanical/electrical/structural work with the other trades involved and make a determination as to changes and shall obtain approval from the Department for the proposed changes.

2.04 SAFETY REQUIREMENTS

- A. In addition to the components specified and shown on the Details/Drawings and necessary for the specified performance, incorporate in the design and show on the shop drawings all the safety features required by the current codes and regulations, including but not limited to those of the Occupational Safety and Health Act of 1970, and Amendments thereto.

2.05 ELECTRICAL WORK

- A. Furnish all control wiring and conduit for the equipment and include control devices such as control switches, contactors, relays and starters. All work shall conform in all respects to the requirements of the applicable requirements of National Electrical Code.

2.06 CLEANING AND PROTECTING

- A. During construction protect all piping and equipment from damage and dirt. Cap the open ends of all piping and equipment.
- B. After completion of the project, clean the exterior surface of the equipment included in this Section. Remove all residues and as directed touch up paint or completely repaint all damaged surfaces.

2.07 PAINTING

- A. All field painting unless otherwise noted shall be as specified in Section 2.07A PAINTING SCHEDULE.
- B. All equipment shall have factory standard finish, except as specifically indicated herein where zinc chromate paint is specified it shall be formulated using a synthetic resin vehicle.
- C. Ironwork installed under this division of the specifications exposed to view within the building, and not otherwise specified to be painted, galvanized, copper or chrome plated, such as piping, pipe hangers, structural supports, supports for apparatus, black iron partitions or casings, tanks, and similar items shall be painted with one (1) coat of zinc chromate primer.

2.07A PAINTING SCHEDULE

- A. The following surfaces shall be finished with the designated number of coats (in addition to shop or manufacturer's coats) with the respective designated products of Sherwin Williams (SW), with a Dry Film Thickness (DFT) of not less than indicated: All Paint and Primers are required to have low or no VOC.
- B. Trade Names used are only to set a standard of quality desired.
- C. Omit primer on items with shop coat primer. All shop coats shall be touched up with the same kind of paint as the shop coat and allowed to dry before application of finish coats.
 - 1. Metal, Galvanized: Gloss Finish.
 - a. 1-coat SW Water Based Catalyzed Epoxy Primer: 3.0 - 5.0 DFT
 - b. 2-coats SW Corothane II: 2.0 - 4.0 DFT each coat.
 - c. Total 7.0 - 13.0 DFT.
 - 2. Metal, Ferrous: Gloss Finish.
 - a. 1-coat SW Tile-Clad High Solids: 2.5 - 4.0 DFT
 - b. 2-coats SW Corothane II : 2.0 - 4.0 DFT each coat.
 - c. Total 6.5 - 12.0 DFT.
 - 3. Piping and Conduit, Exposed Surfaces: Semi-Gloss Finish.
 - a. Ferrous Metal:
 - 1) 1-coat SW Hi-Solids Alkyd Metal Primer: 3.0 - 5.0 DFT.
 - 2) 2-coats SW ProMar 200 Interior Alkyd Semi-Gloss Enamel: 1.5 DFT each coat.
 - 3) Total 6.0 - 8.0 DFT.
 - b. Aluminum and Galvanized Metal:
 - 1) 1-coat SW Hi-Solids Alkyd Metal Primer: 3.0 - 5.0 DFT.
 - 2) 2-coats SW ProMar 200 Interior Alkyd Semi-Gloss Enamel: 1.5 DFT each coat.
 - 3) Total 6.0 - 8.0 DFT.

2.08 EQUIPMENT IDENTIFICATION

- A. Identify each unit by its system number and other appropriate designation by stenciling in letters of approved size and wording. Equipment requiring identification shall include computer room split system air conditioning units.

2.09 WATERPROOFING

- A. Where any work pierces waterproofing, including waterproof concrete, the method of installation shall be as approved by the Engineer before work is performed.
- B. Provide all necessary sleeves, caulking and flashing required to make openings absolutely watertight. Waterproof flashing materials shall be compatible with base materials.

PART 3.00 - EXECUTION

3.01 PREVENTION OF ELECTROLYSIS

- A. Where the contact of dissimilar metals may cause electrolysis and where copper will contact concrete, mortar or plaster, separate metal contact surfaces with not less than one (1) coat of zinc chromate primer and one (1) heavy coat of aluminum pigmented asphalt paint on each surface; or where deemed necessary by the Engineer, not less than open course of asphalt saturated cotton fabric cemented to both metals with flashing cement, shall be used. Completed work shall be cleaned and excess cement removed.

3.02 TESTS AND INSPECTIONS

- A. Include all tests and inspections specified and/or required under laws, rules and regulations of all departments having jurisdiction. Tests shall be performed as indicated herein and other Sections of Specifications.
- B. Notify the Engineer at least seventy-two (72) hours in advance of all tests. Furnish all necessary instruments, gauges and other equipment required for tests. Make preliminary tests prior to giving notice of final tests.
- C. All parts of the work and associated equipment shall be tested and adjusted to work properly and be left in perfect operating condition.
- D. Correct defects disclosed by these tests without any additional cost to the Department. Repeat tests on repaired or replaced work.
- E. Maintain separate log of all tests being conducted and have it available for review by Engineer. Log to indicate date, type of tests, duration and defects noted and when corrected.
- F. The Building Inspection/Permitting Agency shall perform acceptance and inspection of mechanical and plumbing electrical systems. In addition, obtain final acceptance of mechanical and plumbing systems from the Department's Representative.

3.03 ACCEPTANCE INSPECTION

- A. Representatives of installers responsible for work under this division shall be present at time of acceptance inspections and shall furnish required mechanics, tools, and ladders to assist in the inspection.
- B. As a precedent to requesting a final inspection, the following steps shall be met: Complete all work under this section of the specifications.

1. Furnish the Engineer with letter from an authorized representative of the equipment's manufacturer certifying that all work has been checked for operation and calibration and that the system is operating as intended.
 2. Clean all dirty cooling coils and other equipment that may have accumulated dirt during construction.
- C. A list of items to be corrected as a result of acceptance inspection will be furnished to the installer. Notify Engineer in writing of any items appearing on list of correction that are disputed by installer. When ready, request in writing a re-inspection of work.
- D. Provide certification that all work is in conformance with all codes and standards by the governing agencies having jurisdiction of the work.

3.04 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Bound Instructions: Before final payment is made, furnish one (1) set of bound operation and maintenance manuals to the Department. The manuals shall consist of catalog cuts, bulletins, shop drawings, wiring diagrams, schedules, parts lists, procedures and other data showing the equipment installed and shall include the following:
1. Approved wiring and control diagrams, with data to explain the detailed operation and control of each component.
 2. A control sequence describing startup, operation and shutdown.
 3. Operating and maintenance instructions for each piece of equipment, including lubrication instructions.
 4. Parts lists and recommended spare parts. Other data and instructions as specified under the various Sections.
 5. Provide manufacturer's warranty for parts and labor as noted in sub-section 1.01(20) of this attachment.
- B. All data furnished shall conform to the installation as constructed. Cuts showing other equipment and data not applicable to the installation shall be crossed out and where practical shall be omitted from the manual. The assembly of the manual shall be in a logical manner and each section shall be indexed in the Table of Contents.
- C. After each manufacturer has outlined a maintenance procedure for the manufacturer's equipment installed, compile these procedures in a logical manner to provide a procedure for the operating personnel of the Department to follow in their day-to-day operation of the facility.
- D. The materials shall be permanently bound into each booklet between rigid plastic or cloth binding covers. The instruction booklets shall be approximately 9-inches by 12-inches and the diagram booklet large enough to contain the drawing without excessive folding so that they may be easily opened.

- E. The booklets shall be neatly entitled with a descriptive title, the name of the job, the location, year of installation, Department, Manufacturer, Vendor and Engineer. Copies of drawings shall be in black and white background and shall be easily legible. The arrangements of the booklets, the method of binding, materials to be included and the composite text shall all be reviewed and approved by the Engineer.

3.05 OPERATIONS INSTRUCTION TO DEPARTMENT

- A. Provide a minimum of two (2) hour of instruction to representatives of Department in operation and maintenance of all installed mechanical systems and equipment.
- B. Provide maintenance manual and acquaint Department's representative with its contents during instruction.
- C. Furnish letter naming Department's personnel receiving instruction and dates when instruction was given.
- D. Provide name, address and telephone number of the manufacturer's representative and service company, for each piece of equipment so that service or spare parts can be readily obtained.

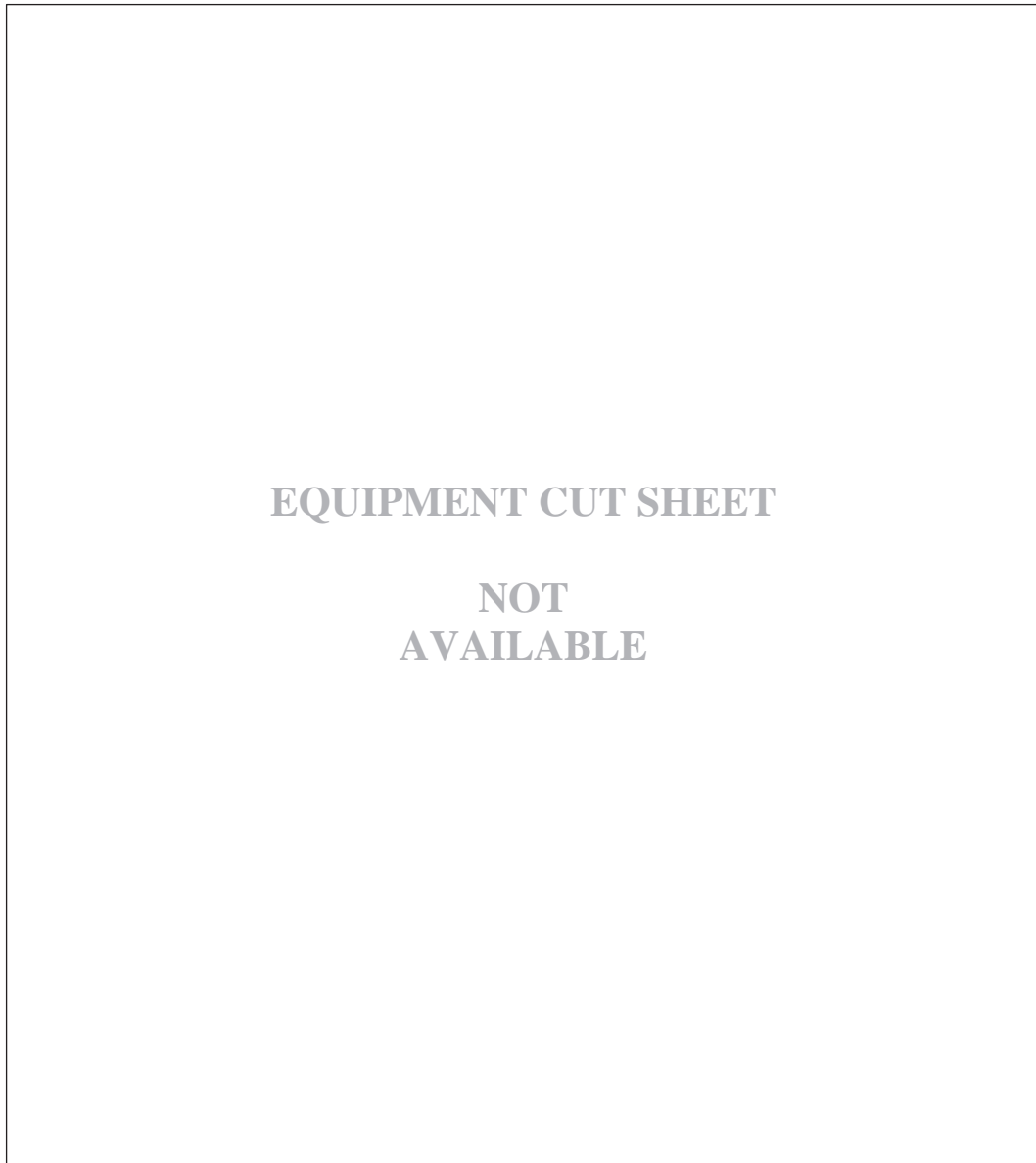
4.00 EQUIPMENT SPECIFICATIONS

4.01 HVAC Package Unit

PART 1 - GENERAL

1.1 SUMMARY

- A. See below and attached Equipment cut sheets for system type, capacity and accessories.



1.2 SUBMITTALS

- A. Product Data: For each type of modular indoor air-handling unit and condensing unit indicated. Include the following:
1. Certified fan-performance curves with system operating conditions indicated.
 2. Certified fan-sound power ratings.
 3. Certified coil-performance ratings with system operating conditions indicated.
 4. Motor ratings, electrical characteristics, and motor and fan accessories.
 5. Material gages and finishes.
 6. Filters with performance characteristics.
 7. Dampers, including housings, linkages, and operators.
 8. Retain paragraph and subparagraphs below if products are required to withstand specific design loads and Architect has either delegated design responsibility to Vendor or wants to review structural data as another way to verify product's compliance with performance requirements. Professional engineer qualifications are specified in Division 01 Section "Quality Requirements."
 9. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 10. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
 11. AHU stand and isolation neoprene pads

1.3 QUALITY ASSURANCE

- A. Source Limitations: Obtain modular indoor air-handling unit and condensing unit through one (1) source from a single manufacturer.
- B. Product Options: Drawings indicate size, profiles, and dimensional requirements of modular indoor air-handling/condensing units and are based on the specific system indicated.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. NFPA Compliance: Modular indoor air-handling units and components shall be designed, fabricated, and installed in compliance with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems."
- E. NEMA Compliance: Motors and electrical accessories shall comply with NEMA standards.

- F. ARI Certification: Modular indoor air-handling units and their components shall be factory tested according to ARI 430, "Central-Station Air-Handling Units," and shall be listed and labeled by ARI.
- G. Comply with NFPA 70.

1.4 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases.
- B. Coordinate installation of equipment supports, and roof penetrations.
- C. Coordinate size and location of structural-steel support members.

1.5 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Filters: A minimum of one (1) set for each modular indoor air-handling unit.
 - 2. Fan Belts: One (1) set for each modular indoor air-handling unit fan.
 - 3. Gaskets: One (1) set for each access door.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Approved manufacturer shall be AAON, Captive Aire, and Seasons-4. Manufacturers not pre-approved, must obtain pre-approval in writing from the Engineer prior to bid day. Alternates must comply with all performance and features as called for in this specification.
- B. Manufacturer must clearly define any exceptions made to Plans and Specifications. Any deviations in layout or arrangement shall be submitted to consulting engineer prior to bid date. Acceptance of deviation(s) from specifications shall be in the form of written approval from the Engineer. The Vendor is responsible for expenses that occur due to exceptions made.

2.2 MANUFACTURED UNITS

- A. Outdoor packaged one hundred percent (100%) outside air unit shall be factory assembled and consist of fans, motor and drive assembly, coils, damper, plenums, filters,

condensate pans, mixing dampers, control devices, and other accessories, sections, or components as shown in the Contract Documents.

- B. Provide protection for all openings and components during equipment transport. Externally mounted components shall be protected during all phases of transport from exposure, including moisture and ambient temperatures outside of any component's operating range. Externally mounted components include, but are not limited to, VFD's, actuators, sensors, and weather hoods.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine roughing-in of steam, hydronic, and condensate drainage piping systems and electrical services to verify actual locations of connections before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install indoor air-handling units with the following vibration devices.
 - 1. Units with Internally Isolated Fans: Set units on ½" neoprene pads, 40 durometer, on concrete bases. Secure units to anchor bolts concrete bases.
 - 2. Floor-Mounted Units without Internally Isolated Fans: Support on concrete bases using housed-spring isolators. Secure units to anchor bolts installed in concrete bases.
- B. Arrange installation of units to provide access space around modular indoor air-handling/ condensing units for service and maintenance.
- C. Install external, insulated pipe chases for all outdoor units.

3.3 CONNECTIONS

- A. Install piping adjacent to machine to allow service and maintenance.
- B. Connect condensate drain pans using minimum NPS 1-1/4 (DN 32), Type M copper tubing. Extend to nearest equipment or floor drain. Install condensate

trap of adequate depth to seal against the pressure of fan section and connect to drain pan. Install cleanouts at changes in direction of condensate piping.

- C. Duct installation and connection requirements - Drawings indicate general arrangement of ducts and duct accessories. For units without internally isolated fans, make final duct connections with flexible connections. Internally isolated fan units do not require flexible connections.
- D. Electrical: Comply with applicable requirements for power wiring, switches, and motor controls.
- E. Ground equipment according to "Grounding and Bonding for Electrical Systems." requirements.
- F. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- G. Connect all control points indicated in the Contract Documents to the existing BMS.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including piping and electrical connections. Report results in writing.
 - 1. Charge refrigerant coils with refrigerant and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Fan Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation. Remove malfunctioning units, replace with new units, and retest.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.5 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
- B. Final Checks before Startup: Perform the following:
 - 1. Verify that the shipping, blocking, and bracing are removed.
 - 2. Verify that the unit is secure on mountings and supporting devices and that connections to piping, ducts, and electrical systems are complete. Verify

that proper thermal-overload protection is installed in motors, starters, and disconnect switches.

3. Perform cleaning and adjustments specified in this Section.
 4. Disconnect fan drive from motor, verify proper motor rotation direction, and verify free fan wheel rotation and smooth bearing operations. Reconnect fan drive system, align belts, and install belt guards.
 5. Lubricate bearings, pulleys, belts, and other moving parts with factory-recommended lubricants.
 6. Set zone dampers to fully open position for each zone.
 7. Set face-and-bypass dampers to full face flow.
 8. Set outside- and return-air mixing dampers to minimum outside-air setting.
 9. Comb coil fins for parallel orientation.
 10. Install clean filters.
 11. Verify that manual and automatic volume control and fire and smoke dampers in connected duct systems are in fully open position.
- C. Starting procedures for modular indoor air-handling units include the following:
1. Energize motor; verify proper operation of motor, drive system, and fan wheel. Adjust fan to indicated rpm. Replace fan and motor pulleys as required to achieve design conditions.
 2. Measure and record motor electrical values for voltage and amperage.
 3. Manually operate dampers from fully closed to fully open position and record fan performance.
 4. Adjust damper linkages for proper damper operation.

3.6 CLEANING

- A. Clean modular indoor air-handling units internally, on completion of installation, according to manufacturer's written instructions. Clean fan interiors to remove foreign material and construction dirt and dust. Vacuum clean fan wheels, cabinets, and coils entering air face.
- B. After completing system installation and testing, adjusting, and balancing modular indoor air-handling and air-distribution systems, clean filter housings and install new filters.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train the Department's maintenance personnel to adjust, operate, and maintain modular indoor air-handling units.

4.02 DUCT ACCESSORIES

PART 1 GENERAL

SECTION INCLUDES

- A. Air turning devices/extractors.
- B. Flexible duct connections.

3 REFERENCES

- A. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems; National Fire Protection Association; 2002.
- B. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association; 2018.

PART 2 PRODUCTS

AIR TURNING DEVICES/EXTRACTORS/DAMPERS

A. Manufacturers:

- 1. Krueger: www.krueger-hvac.com.
- 2. Ruskin Company: www.ruskin.com.
- 3. Titus: www.titus-hvac.com.

- B. Multi-blade device with blades aligned in short dimension; steel construction; with individually adjustable blades, mounting straps.

FLEXIBLE DUCT CONNECTIONS

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.
- B. Flexible Duct Connections: Fabric crimped into metal edging strip.

PART 3 EXECUTION

INSTALLATION

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Refer to Section 15810 for the duct construction and pressure class.
- B. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.

- C. At equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment; see Section 15072.

4.03 DUCTS

PART 1 GENERAL

SECTION INCLUDES

- A. Metal ductwork.

QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this Section, with minimum three (3) years of documented experience.

REGULATORY REQUIREMENTS

- A. Construct ductwork to NFPA 90A standards.

PART 2 PRODUCTS

MATERIALS

- A. Galvanized Steel Ducts: Hot-dipped galvanized steel sheet, ASTM A 653/A 653M FS Type B, with G60/Z180 coating.
- B. Steel Ducts: ASTM A 1008/A 1008M, Designation CS, cold-rolled commercial steel.

DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- B. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes. Where acoustical lining is indicated, provide turning vanes of perforated metal with glass fiber insulation.
- C. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.

DUCT MANUFACTURERS

- A. Metal-Fab, Inc: www.mtlfab.com.
- B. SEMCO Incorporated: www.semcoinc.com.
- C. United McGill Corporation: www.unitedmcgill.com.

PART 3 EXECUTION INSTALLATION

- A. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- B. Install and seal metal and flexible ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- C. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- D. Provide residue traps in kitchen hood exhaust ducts at base of vertical risers with provisions for clean out.
- E. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.

5.00 BASIC ELECTRICAL REQUIREMENTS

5.01 EXISTING CONDITIONS

- A. This project involves work within existing conditions, these conditions are shown on plans to the extent possible and only for general information purposes. Prospective bidders shall visit the job site and become familiar with the existing conditions that will affect the work, clarification of any discrepancy found between the intended work and the existing conditions shall be requested in writing no later than five (5) calendar days before bid.

5.02 COORDINATION WITH EXISTING CONDITIONS

- A. The Vendor shall plan and layout the electrical work in order to be compatible with the site conditions

5.03 MATERIALS

- A. All equipment, materials and components shall be new, of standard current products of manufacturers regularly engaged in the production of such equipment and be the manufacturer's latest design. All components by same manufacturer shall be mechanically and electrically compatible with rating of apparatus in which installed. All materials shall bear the label of Underwriters Laboratory for the intended use in all cases where this labeling is available or shall be materials reviewed by the code enforcing authorities and Engineer.
- B. Wires shall be copper THHN/THWN insulation 600volts equal to Rome Cable, ANIXTER or equal. UL83, UL1063 listed.
- C. Conduit shall be intermediate metal conduit (IMC) UL 1242 listed for all exposed locations, PVC SCH 40 only for underground work and burial depth as per NEC conditions listed in article 300 Table 300-5.
- D. Fittings and other basic raceway materials shall be approved for the environment where located, all fittings, connectors, and couplings shall be galvanized steel.
- E. Insulating tapes and terminations shall be equal to 3M, Plymouth or Ideal. UL 510 listed
- F. Splice components, for wire sizes up to #8 shall be coiled spring wire nut silicone filled, equal to King Technologies, comply with UL486C, wires larger than #8 shall be spliced with split bolt connectors or high pressure barrel type installed with Hydraulic compression tool UL 486b listed.

- G. Safety switches fusible and non-fusible as indicated heavy duty type, poles and rating as required by equipment manufacturer. Square D, Siemens, or Cutler Hammer UL98 listed. For exterior installation use NEMA rating 3R.

5.04 INSTALLATION

- A. Provide all required wire, conduit and fittings for connection of electrically operated equipment within this project.
- B. Working clearance around equipment shall meet or exceed code requirements as per NEC Tables 110-16(a) and 110-34(a).

5.05 IDENTIFICATION

- A. Electrical equipment shall be clearly and permanently labeled with a securely fastened nameplate. Nameplates shall be 1/16-inch-thick engraved laminated plastic and shall have 1/4 inch high white letters on a black background. Plates shall be provided for all switches and disconnects, starters, and panelboards.
- B. Color coding tape shall be moisture, flame and abrasion resistant vinyl plastic tape equal to Scotch No. 35. Colors shall be recorded on the as built drawings.
- C. Nameplate information shall include voltage, current rating (if any) and number of phases of the item labeled besides its designation. Also, the nameplate shall provide the panel and circuit number from which the equipment is fed, and the item it controls.

5.06 CUTTING AND PATCHING

- A. All openings through walls, ceilings, roadways and floor slabs required for the installation of electrical equipment shall be provided as required. The Vendor shall be held responsible for any damage done in the process of providing such openings. The Vendor shall patch and refinish the existing surface after making such required openings.

5.07 TESTING

- A. Unless otherwise indicated by other sections of this contract specifications, provide testing of the completed electrical system as follows:

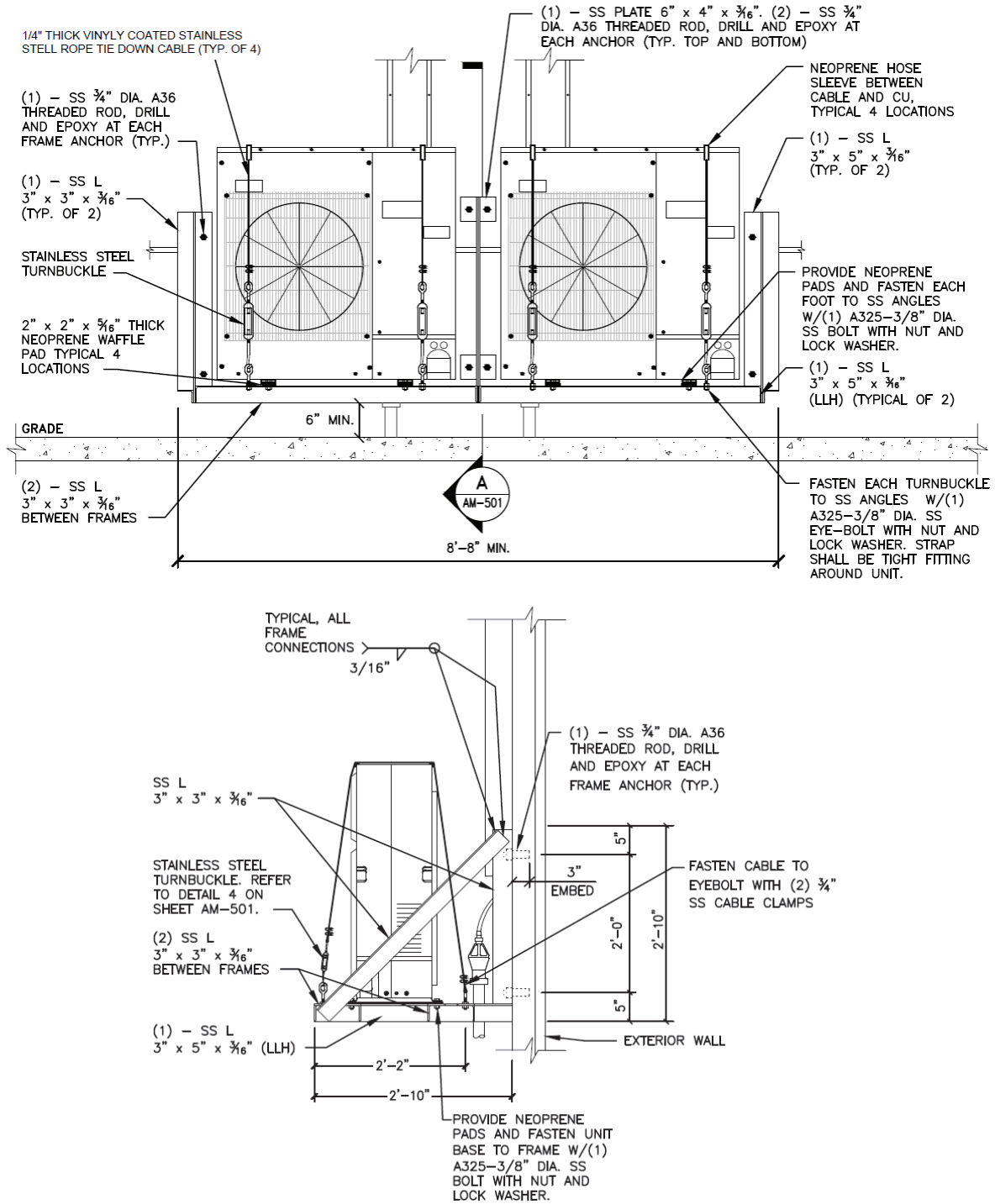
1. The main service and all feeders and branch circuits shall be energized from the normal power source. Ammeter and voltmeter readings shall be made and recorded as follows:
 - A. Phase to phase and phase to ground voltage at each panelboard, and at each 3-phase motor.
 - B. These voltage and current readings shall be recorded, dated and signed by the Vendor and furnished to the Owner and Engineer.
2. All circuit breakers shall be manually tripped and reset, (unloaded).
3. All motors and controls shall be checked to verify correct connection and operation.

5.08 CLEAN-UP AND PAINTING

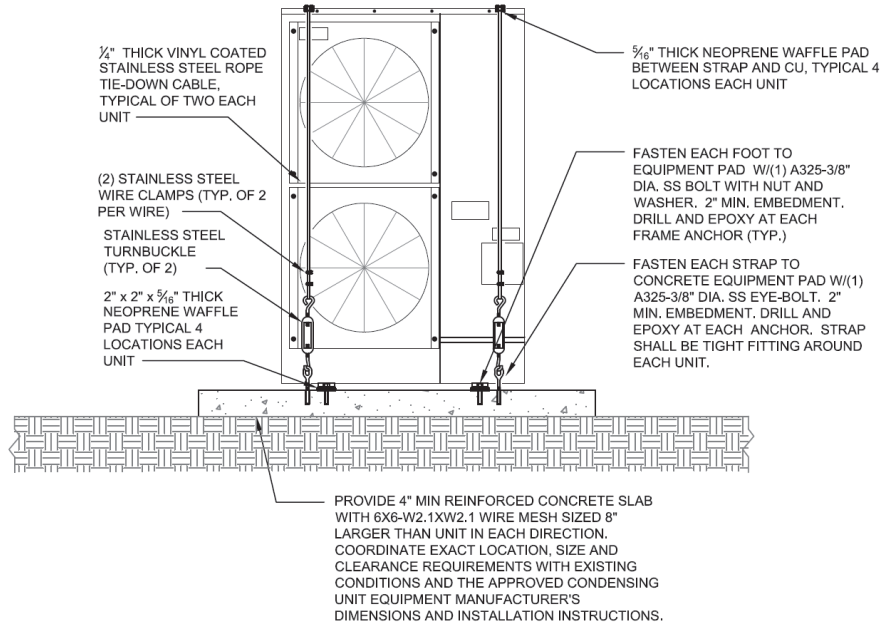
- A. After all systems and equipment have been installed; the Vendor shall clean-up all electrical equipment inside and outside the enclosures. Special attention shall be given to the interior of panelboards and other similar equipment. The Vendor shall provide touch-up painting where finished surfaces have received minor scratches during installation. Where electrical equipment with painted surfaces has been installed in finished areas, any damage to the painted surfaces that cannot be corrected with minor touch-up painting shall be refinished at the factory at no cost to the Owner.

6.00 TYPICAL EQUIPMENT SECURING DETAILS:

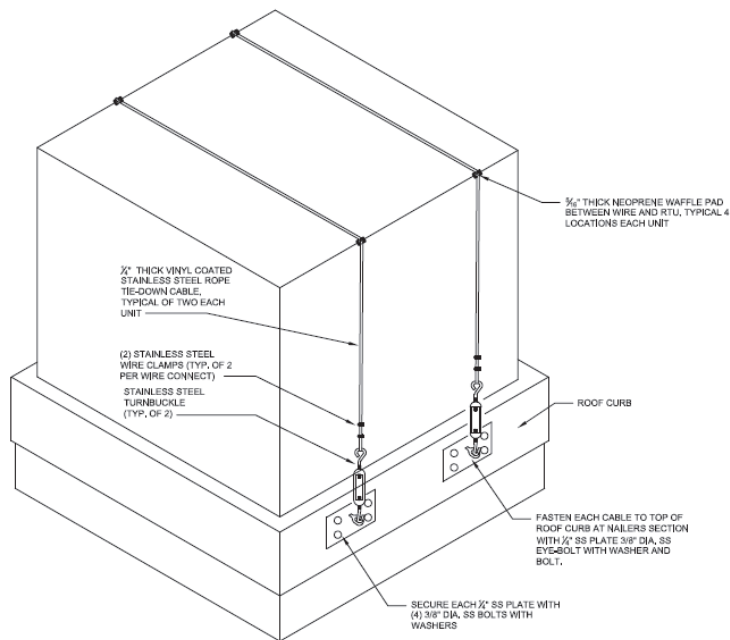
A. CONDENSER UNIT (CU) OR EQUIPMENT SECURING DETAILS FOR ANGLE/STAND INSTALLATIONS



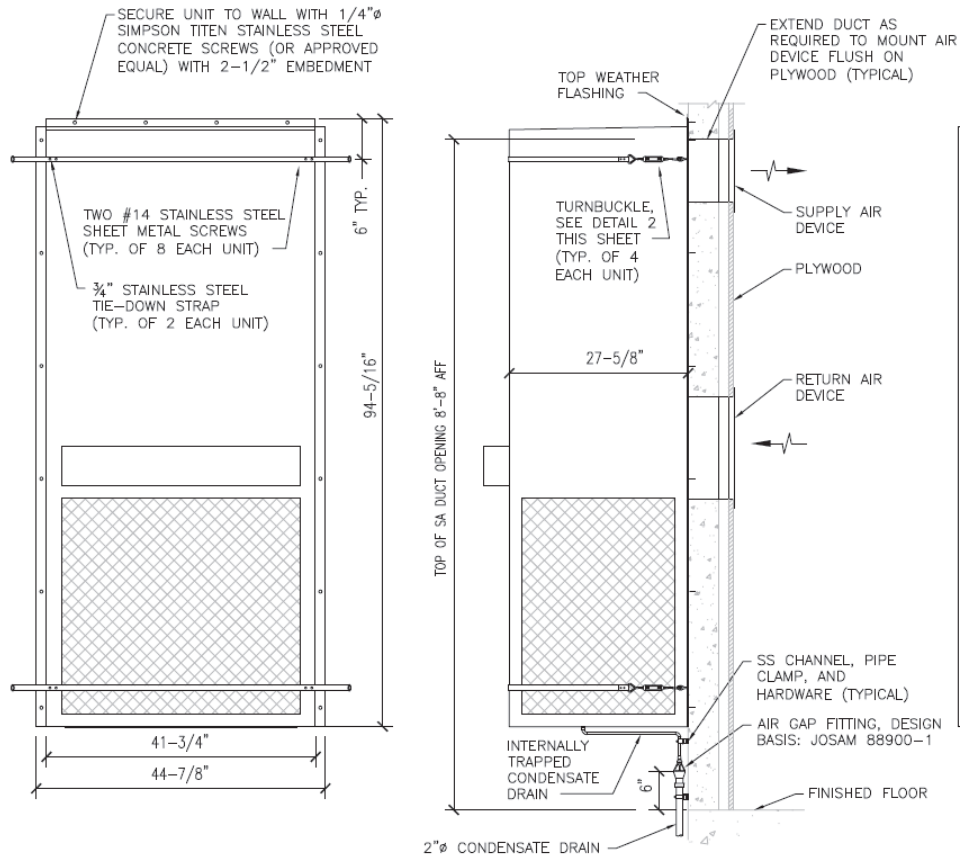
B. CONDENSER UNIT (CU) OR EQUIPMENT SECURING DETAILS FOR GRADE INSTALLATIONS



C. ROOFTOP UNIT (RTU) OR TOLL BOOTH CURB MOUNTED SECURING DETAILS

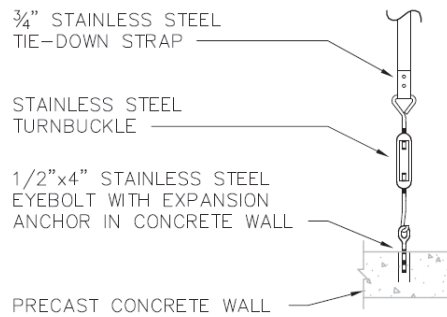


D. WALL-MOUNTED AIR CONDITIONER



BACK VIEW

SIDE VIEW









ATTACHMENT "B"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20_____

Contract No.: _____

Financial Project No(s): _____

Contract For:

To release payment for all work performed in the month of, _____, 20_____

(State)

(Zip)

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

(Name of Business)

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

(Address)

(Print/Type Name)

(City)

(Title)

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

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "C"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____ FPID: _____

Project Description _____

Vendor _____

Contract Date _____ Total Amount \$ _____

VENDOR'S AFFIDAVIT

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

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

(Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

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

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

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

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

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT "B"
METHOD OF COMPENSATION**

DOT-ITB-22-8015-AC

**BEACHLINE TUNNEL HEATING, VENTILATION AND
AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND
MARTIN ANDERSEN BEACHLINE EXPRESSWAY
(SR 528), MILEPOST 6.0**

LUMP SUM CONTRACT

FPID: 190736-1-93-37

EXHIBIT “B” METHOD OF COMPENSATION

BEACHLINE TUNNEL HEATING VENTILATION AND AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND MARTIN ANDERSEN BEACHLINE EXPRESSWAY (SR 528), MILEPOST 6.0

1.0 General

The Vendor shall accept the compensation as provided in this Contract as full payment for furnishing all labor, materials and equipment, performing all work under this Contract, and for all other costs including, but not limited to: tolls, dump fees, fuel, permits, and any documentation required in this Contract. All work not specifically defined shall be included in the bid item(s).

2.0 Pay Item Definition (Basis of Payment)

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

2.1 HVAC Replacement In-Kind Services

Payment for this activity shall constitute full compensation for furnishing all labor, materials, tools, equipment, including pickup, handling and delivery of Vendor supplied equipment, permits, expendable supplies, travel time and expenses, transportation, mobilization, disposal, maintenance of traffic, lock-out/tag-out, profit, overhead, mark-ups and other expenses i.e. lighting, curbs, curb adapters, equipment pads, concrete, refrigerant, refrigerant recovery, paint, drainage piping, refrigerant copper lines, instruments, and any other items or incidentals required to be performed as specified in this Contract and Attachment “A,” Design Criteria for a turn-key project.

The removal and disposal of existing equipment/materials shall be done in accordance with all applicable local, state, and federal requirements, laws, and regulations. No payment will be made for stockpile material(s).

Payment will be made based on the Contract unit prices as shown in Exhibit “C,” Bid Blank, under the following item numbers:

- **Pay Item No. 1** – Beachline Tunnel Unit HVAC Replacement-In-Kind: **Lump Sum (LS)**.

3.0 Method of Measurement

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

3.1 Compensation

The Vendor shall be paid, per the compensation details in this Exhibit and price schedule in the Exhibit “C,” Bid Blank, for the work accomplished and accepted by the Department’s Project/Contract Manager. The total payment made to the Vendor shall not exceed the maximum amount of the face value of the Contract, without Supplemental Agreement being processed.

3.2 Method of Payment

Partial payments shall be allowed for this project. The Department reserves the right to withhold full payment or partial payment of the Contractor's invoice when less than the work performed listed on the invoice or work performed were inadequate, not authorized, or not completed.

3.3 Invoicing

Payment will be made following receipt and approval of an invoice package for all work performed and accepted by the Department's Project/Contract Manager.

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

Department of Transportation
PO Box 613069
Ocoee, FL 34761
Attn: To be determined (TBD)

A. The invoice package shall be a legible summary on the Vendor's letterhead that includes the following:

1. Company Name & Address
2. Financial Project Identification Number
3. Remittance address if different from mailing address
4. Date of Service
5. Contract or Purchase Order Number
6. Pay Item Number & Description
7. Quantity
8. Unit Price
9. Total Amount of Invoice
10. Total Labor Hours

B. The "LABOR HOURS" are the total number of expended hours times the number of employees assigned to perform the work. The information is required for entry into the Department's Maintenance Management System (MMS) only, and not intended as a basis of payment.

3.4 The Vendor shall provide a statement (Attachment "B," Disbursement of Previous Payments), with all but the first and last pay request to the Department which certifies that the Vendor has disbursed to all sub-vendors, laborers, and materials suppliers, having an interest in the Contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed and materials furnished in the previous period. This certification shall be in the form designated by the Department. The Department shall not make any payments after the initial payment until the Vendor furnishes said certification, unless the Vendor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both, the Department and the affected sub-vendors, laborers, and material suppliers.

3.5 The Vendor shall submit a Certificate of Contract Completion with the final invoice (see Attachment "C").

3.6 In the event that funds paid to the Vendor under this Contract are subsequently disallowed by the Department because of accounting errors or charges not in conformity with this Contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, Vendor agrees that the Department shall have the right to deduct from any payment due to the

Vendor under any other contract between the Vendor and the Department or under this Contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor.

4.0 FINANCIAL CONSEQUENCES

Refer to Exhibit "A," Scope of Services, sub-section 4.14 Performance Measures.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT "C"
BID BLANK**

DOT-ITB-22-8015-AC

**BEACHLINE TUNNEL HEATING, VENTILATION AND
AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND
MARTIN ANDERSEN BEACHLINE EXPRESSWAY
(SR 528), MILEPOST 6.0**

LUMP SUM CONTRACT

FPID: 190736-1-93-37

**EXHIBIT “C”
 BID BLANK**

**BEACHLINE TUNNEL HEATING VENTILATION AND
 AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND
 MARTIN ANDERSEN BEACHLINE EXPRESSWAY
 (SR 528), MILEPOST 6.0**

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	BID AMOUNT
1	Beachline Tunnel Unit HVAC Replacement-In-Kind as specified in this Contract and Attachment “A,” Design Criteria.	LUMP SUM	1	\$ _____.

TOTAL \$ _____.

Name of Business: _____

MyFloridaMarketPlace (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.

EXHIBIT "C" BID BLANK

BEACHLINE TUNNEL HEATING VENTILATION AND AIR CONDITIONING (HVAC) REPLACEMENT-IN-KIND MARTIN ANDERSEN BEACHLINE EXPRESSWAY (SR 528), MILEPOST 6.0

The undersigned has completed and is returning the following documents as part of its bid package and understands that failure to return any of these documents fully completed may cause rejection of the bid. Please do not return the entire Invitation To Bid (ITB) package with your bid submittal, only the required license(s), certification(s) and documentation listed in the ITB package.

- ___ Bid Blank: Exhibit C, Page C-1 and C-2.
- ___ A copy of the Vendor's Business Tax Receipt, stating the name of the Bidder's business and the street address location.
- ___ A copy of the Vendor's Air Conditioning Contractor (Class "A" and/or Class "B") or Mechanical Contractor to perform the work specified in this bid package, in the State of Florida in accordance with the laws of the State of Florida. (Refer to Exhibit "A," Vendor's Qualifications).
- ___ A current letter from a surety company or bonding agent authorized to do business in the State of Florida. (Refer to Exhibit "A," Vendor's Qualifications).
- ___ All forms supplied with the bid package (Forms 1 thru 4; Forms 5 and 6 if applicable; Form 7 will be required if awarded the Contract). Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each form.

Fill in the following information, complete with authorized signature and date.

Name of Business: (Print) _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Federal I.D. No. : _____ M.B.E.: Yes No

Phone Number: () _____ Email Address: _____

Authorized Signature: _____

Print Name: _____ Date: _____

Title: _____

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

Phone Number: () _____ Email Address: _____

Emergency Contact Information (After Hours):

Name: _____ Phone Number: () _____

Email Address: _____ Fax No. :() _____

Cellular Number: () _____