

FLORIDA DEPARTMENT OF TRANSPORTATION



ITB-DOT-10/11-8014-KB.

MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS & LIFT STATIONS

FOR

MILEPOST 0.0 TO MILEPOST 24.5, POLK PARKWAY
MILEPOST 0.0 TO MILEPOST 16.6, VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0, SUNCOAST PARKWAY

FPINS: 192687-1-7B-02

ADVERTISEMENT

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

Sealed Invitation to Bid Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Tuesday, June 14, 2011**, for the following project:

BID NO. ITB-DOT-10/11-8014-KB-rebid.

SCOPE OF SERVICES: The Florida Department of Transportation (FDOT) Turnpike Enterprise requires the services of a licensed Vendor to provide all labor, materials, equipment and incidentals necessary to perform installation, maintenance, extension, alteration, assess, adjust and repair of sanitary drainage or storm drainage, venting systems, water supply systems, septic tanks, lift stations, drainage, irrigation, supply wells and all appurtenances, or equipment used in connection therewith. The Vendor is to provide sewage removal and disposal services from holding tanks, wet wells, septic tanks, drain fields, lift stations, and manholes along Florida's Turnpike System, from milepost 0.0 to milepost 24.5 on the Polk Parkway, milepost 0.0 to milepost 16.6 on the Veteran's Expressway and milepost 16.7 to milepost 61.0 on Suncoast Parkway. The Vendor shall ensure that all materials, equipment and incidentals incorporated into the work area are completely free of any type of asbestos materials.

Vendor's Qualifications

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

- The Vendor shall hold a valid and current certificate/license as a Plumbing Vendor and the Vendor or sub-vendor shall hold a valid and current certificate/license as a Electrical Vendor issued by the Florida Department of Business and Professional Regulation.
- The Vendor shall provide an individual(s) currently holding a valid Class "C" Wastewater Collection Certification issued by the Florida Water and Pollution Control Operators Association, Operators Voluntary Certification Program, to perform the work specified herein on all lift stations covered under this Contract.
- All journeymen performing work on the Project shall be duly licensed by the City or Counties, as appropriate, where the work is to be performed.
- The Vendor shall not allow any unlicensed personnel, i.e. trainees, at the worksite without direct supervision of an appropriate Class "C" Wastewater Collection Systems Operator.
- The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the contract).
- The organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been licensed and actively involved in providing plumbing and lift station maintenance repair services for a minimum of three (3) years. Prior experience shall specifically be related to maintenance of commercial facilities similar in size, technical scope and volume of work to that specified in the scope of work for this Contract.

The Department will investigate carefully to determine if the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract. Poor quality of references shall disqualify the Vendor from further consideration in the award of this Contract.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

MANDATORY PRE-BID CONFERENCE: The Department will convene a MANDATORY PRE-BID MEETING for this Invitation to Bid (ITB) on **Thursday, June 2, 2011 at 10:00 a.m.** The meeting will be in the Polk Parkway Maintenance Office, 3001 Waterfield Circle, Lakeland, FL 33803. The telephone number is (813) 299-3427. **FAILURE OF A BIDDER TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN REJECTION OF THE BID. Bring a copy of the full advertisement package to the meeting.**

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

http://myflorida.com/apps/vbs/vbs_www.search_r1.matching_ads_page

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

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

<http://myflorida.com>

Click on "Business"

Click on "Doing Business with the State"

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

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

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.

State of Florida
Department of Transportation
Florida's Turnpike Enterprise
Contractual Services Office
P. O. Box 613069
Ocoee, Florida 34761- 3069

INVITATION TO BID REGISTRATION

ALL VENDORS MUST COMPLETE AND RETURN THIS FORM TO THE ABOVE ADDRESS OR
FAX TO: 407-264-3058, ATTN: KAREN BRACY

Title: _____

Bid Number: ITB-DOT-10/11-8014-KB-rebid.

Title: Plumbing and Lift Stations Maintenance, Repair and Installation

Bid Due Date & Time: June 14, 2011 2:30 PM

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (407-264-3058), or mail to the address noted above.

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

Business Name: _____

Address: _____

City, State, Zip: _____

Telephone: (____) _____ Fax Number: (____) _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, you may e-mail or telephone: (Karen Bracy, karen.bracy@dot.state.fl.us , 407-264-3696)



TABLE OF CONTENTS

ITB-DOT-10/11-8014-KB-rebid.

MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS & LIFT STATIONS

FOR

MILEPOST 0.0 TO MILEPOST 24.5, POLK PARKWAY

MILEPOST 0.0 TO MILEPOST 16.6, VETERAN'S EXPRESSWAY

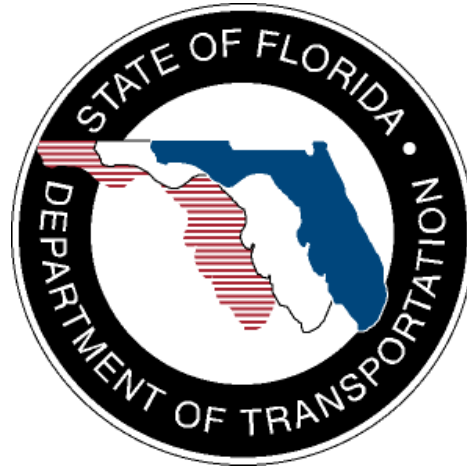
MILEPOST 16.7 TO MILEPOST 61.0, SUNCOAST PARKWAY

FPINS: 192687-1-7B-02

Table of Contents

<u>ITEM</u>	<u>PAGE NO.</u>
Cover Sheet	
Advertisement	
Invitation to Bid	
Table of Contents.....	TOC 1
Invitation to Bid Instructions (Special Conditions)	1-1€
General Contract Conditions (PUR 1000).....	1-11
General Instructions to Respondents (PUR 1001).....	1-7
Forms.....	FORMS 1-5
Standard Written Agreement.....	SWA 1-7
Exhibit "A" Scope of Services.....	A-1 - A-15
Attachments.....	A - E
Exhibit "B" Method of Compensation.....	B1 – B9
Exhibit "C" Bid Blank.....	C1 – C7

**State of Florida
Department of Transportation**



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FPINS: 192687-1-7B-02

CONTACT INFORMATION:

DIRECT ADMINISTRATIVE AND TECHNICAL QUESTIONS TO

Email: karen.bracy@dot.state.fl.us

Phone: (407) 264-3696

SUBMIT SEALED BIDS REGULAR MAIL TO:

Ms. Karen Bracy
Florida Department of Transportation
Florida's Turnpike Enterprise
P. O. Box 613069
Ocoee, FL 34761-3069

SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:

Ms. Karen Bracy
Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Building No. 5315, Turkey Lake Service Plaza
Ocoee, Florida 34761-3069
Phone: (407) 264-3696

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, Turnpike Enterprise (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to provide all labor, materials, equipment and incidentals necessary to perform installation, maintenance, extension, alteration, assess, adjust and repair of sanitary drainage or storm drainage, venting systems, water supply systems, septic tanks, lift stations, drainage, irrigation, supply wells and all appurtenances, or equipment used in connection therewith. The Vendor is to provide sewage removal and disposal services from holding tanks, wet wells, septic tanks, drain fields, lift stations, and manholes along Florida's Turnpike System, from milepost 0.0 to milepost 24.5 on the Polk Parkway, milepost 0.0 to milepost 16.6 on the Veteran's Expressway and milepost 16.7 to milepost 61.0 on Suncoast Parkway. The Vendor shall ensure that all materials, equipment and incidentals incorporated into the work area are completely free of any type of asbestos materials. It is anticipated that the term of the contract will begin on or about July 2011 and be effective for one (1) year thereafter.

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

2) SCHEDULE OF EVENTS

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

Activity	Date / Time	Location
Mandatory Pre-Bid Meeting for Interested Firms (See Note 1)	Thursday June 2, 2011 10:00 a.m. Bring a copy of this package to the meeting.	Polk Parkway Maintenance Office 3001 Waterfield Circle Lakeland, Florida 33803 (813) 299-3427
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	Tuesday June 7, 2011 5:00 p.m.	Via email to karen.bracy@dot.state.fl.us Reference ITB-DOT-10/11-8014-KB. in the subject box.
BIDS DUE PUBLIC OPENING (See Note 1)	On or Before Tuesday June 14, 2011 2:30 p.m.	Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza Bldg. 5315 Ocoee, Florida 34761
Posting of Intended Award	Tuesday, June 21, 2011, 5:00 .m. through Friday June 24, 2011, 5:00 p.m.	Internet's Vendor Bid System

3) SPECIAL ACCOMMODATIONS

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

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

Since July 1, 2003, the Department has been using the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY WILL 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 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

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

In order to prepare for the 3 percent Federal withholding law that takes effect January 1, 2012, the Florida Department of Financial Services (DFS) needs all vendors that do business with the state to submit an electronic W-9 by October 2011. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> before October 2011 to receive further payments from the state.

Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions and visit <https://flvendor.myfloridacfo.com> to find more 3 percent Federal withholding law information.

3) QUESTIONS & ANSWERS

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

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

WRITTEN TECHNICAL QUESTIONS should be submitted to:
Karen Bracy, karen.bracy@dot.state.fl.us

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

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

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

5) MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran

businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Bid Sheet. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

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

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

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

8) MANDATORY PRE-BID CONFERENCE

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

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

9) QUALIFICATIONS

Vendor must meet the following minimum qualifications:

The Vendor shall hold a valid and current certificate/license as a Plumbing Vendor and the Vendor or sub-vendor shall hold a valid and current certificate/license as a Electrical Vendor issued by the Florida Department of Business and Professional Regulation.

The Vendor shall provide an individual (s) currently holding a valid Class "C" Wastewater Collection Certification issued by the Florida Water and Pollution Control Operators Association, Operators Voluntary Certification Program, to perform the work specified herein on all lift stations covered under this Contract.

All journeymen performing work on the Project shall be duly licensed by the City or Counties, as appropriate, where the work is to be performed.

The Vendor shall not allow any unlicensed personnel, i.e. trainees, at the worksite without direct supervision of an appropriate Class "C" Wastewater Collection Systems Operator.

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

The organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been licensed and actively involved in providing plumbing and lift station maintenance repair services for a minimum of three (3) years. Prior experience shall specifically be related to maintenance of commercial facilities similar in size, technical scope and volume of work to that specified in the scope of work for this Contract.

9.2 BIDDER QUALIFICATIONS

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

9.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

9.4 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

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

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

9.5 E-VERIFY UTILIZATION

The Florida Department of Transportation shall require the following as a condition of all contracts:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

10) WARRANTY/SUBSTITUTIONS

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

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

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

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance has been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, (Karen Bracy, Florida's Turnpike Headquarters, Florida Turnpike M.P. 263, Turkey Lake Service Plaza Bldg. 5315, Ocoee, FL 34761)** within ten (10) days after the ending date of the period for posting the intended award decision.

() No general liability insurance is required.

(X) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ 150,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 150,000.00 each occurrence, for the services to be rendered in accordance with this contract.

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

All insurance policies shall be with insurers qualified and 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 and showing the Department to be an additional certificate holder.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance.

12) PERFORMANCE BOND

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

() 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 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 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

See 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, and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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

17) UNAUTHORIZED ALIENS

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

18) 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.

19) 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.

20) FLORIDA IN-STATE PREFERENCE

In order to achieve the 2010 legislative goal of employment of Florida residents, ensuring that the expenditure of state funds benefits Florida residents, and encouraging economic development within the state of Florida, the Department shall give preference to vendors that have a principal place of business in Florida and commit to the use of Florida residents, Florida products, and Florida based subcontractors in fulfilling their contractual obligations (this practice shall hereinafter be referred to as "in-state preference"). In-state preference may only be considered as a factor on contracts that meet the following criteria:

- a) Non-federally funded;
- b) Expending funds provided in the General Appropriations Act for the 2010-2011 fiscal year;

c) For the purchase of goods and services in excess of \$5 million per year.

For contracts that meet the above stated criteria and when other factors are equal, in-state preference shall be given to vendors based on the information submitted for this solicitation on the "In-State Preference Form", #375-040-56, to certify the use of Florida residents, Florida products, and Florida based subcontractors where possible and practicable. In-state preference will not apply to any contract funded prior to June 1, 2010.

21) RESPONSIVENESS OF BIDS

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

22) BID SHEET

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

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response 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 bound document labeled "Attachment to Invitation to Bid, Number ITB-DOT- 10/11-8014-KB. - 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) MAIL OR DELIVER BIDS TO: (DO NOT FAX)

**Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Building No. 5315, Turkey Lake Service Plaza
Ocoee, Florida 34761-3069
407-264-3696
Attn: Karen Bracy
Reference ITB-DOT-10/11-8014-KB. on the package**

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

27) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

28) BID OPENING

The sealed bids will be opened by the Department's Procurement Office personnel at the date, time and location in the Schedule of Events. All bid openings are open to the public.

29) POSTING OF INTENDED DECISION/AWARD

29.1 - General:

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

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

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

29.2 - Inability to Post:

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

29.3 - Request to Withdraw Bid:

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

30) AWARD OF THE CONTRACT

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

- a) Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project

Manager.

31) ATTACHED FORMS

Form 1 – Certification of Experience Documentation

Form 2 – Drug-Free Workplace Program/Vehicle Registration/Notice to Sublet Certification

Form 3 - Asbestos Notification

Form 4 - In-State Preference Form (N/A for projects less than \$5 million)

Form 5 - Corporate Resolution (If person signing for the firm is someone other than the Owner or President, a copy of the Corporate Resolution granting signature authorization must be furnished with the Bid Package.)

32) TERMS AND CONDITIONS

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

1. Standard Written Agreement
2. Special Conditions (SC 1 –SC 10)
3. Exhibit “A” - Scope of Services
4. Exhibit “B” - Method of Compensation
5. Exhibit “C” - Bid Blank
6. Attachments
7. State of Florida PUR 1000 and PUR 1001

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

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

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



PUR 1000 GENERAL CONTRACT CONDITIONS

ITB-DOT-10/11-8014-KB-rebid.

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS & LIFT STATIONS
FOR
MILEPOST 0.0 TO MILEPOST 24.5, POLK PARKWAY
MILEPOST 0.0 TO MILEPOST 16.6, VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0, SUNCOAST PARKWAY**

FPINS: 192687-1-7B-02

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

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.

- 46. Execution in Counterparts.
- 47. Severability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight,

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

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

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

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.
CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR

LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

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

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

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

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

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

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel

and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

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

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or

other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

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

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

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to

products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but

not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

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

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

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

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

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

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

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

concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

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

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

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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



PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS

ITB-DOT-10/11-8014-KB-rebid.

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS & LIFT STATIONS
FOR
MILEPOST 0.0 TO MILEPOST 24.5, POLK PARKWAY
MILEPOST 0.0 TO MILEPOST 16.6, VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0, SUNCOAST PARKWAY**

FPINS: 192687-1-7B-02

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

Contents

1. Definitions.
2. General Instructions.
3. Electronic Submission of Responses.
4. Terms and Conditions.
5. Questions.
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
- [10. Manufacturer's Name and Approved Equivalents.](#)
11. Performance Qualifications.
12. Public Opening.
13. Electronic Posting of Notice of Intended Award.
14. Firm Response.
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

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

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

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

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

respondent agrees that the action of electronically submitting its response constitutes:

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

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

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

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

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

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

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

- submitting a bid on a contract to provide any goods or services to a public entity;

- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

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

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Schedule of Events the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

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

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

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer

may reject any response not submitted in the manner specified by the solicitation documents.

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

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

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

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

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

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 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.



FORMS

ITB-DOT-10/11-8014-KB-rebid.

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS & LIFT STATIONS
FOR
MILEPOST 0.0 TO MILEPOST 24.5, POLK PARKWAY
MILEPOST 0.0 TO MILEPOST 16.6, VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0, SUNCOAST PARKWAY**

FPINS: 192687-1-7B-02

CERTIFICATION OF EXPERIENCE DOCUMENTATION

I, _____, _____, of _____,
(Print/Type Name) (Title)
_____, hereby certify that this Company has been in
(Name of Business)

business for a minimum of 3 years and has the experience to perform the services requested by ITB-DOT-10/11-8014-KB-rebid..

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

Signature: _____ Date: _____

Name of Business: _____

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

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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, F.S.

B. Vehicle Operator License & Vehicle Registration

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

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

C. Notice of Intent to Sublet

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

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

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

*Percentage must not be for more than 51% of contract total

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

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

CONTRACTOR NOTIFICATION

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

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

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

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

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

ACKNOWLEDGMENT OF ASBESTOS WARNING

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

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

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

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COMMODITY/CONTRACTUAL SERVICES
IN-STATE PREFERENCE FORM

375-040-56
PROCUREMENT
OGC - 06/10

Consistent with the principles of promoting employment of state residents, ensuring that the expenditure of state funds benefits state residents, and encouraging economic development within the state, the Florida Department of Transportation shall give preference, to the maximum extent possible under or consistent with applicable state and federal laws, to vendors or businesses that have a principal place of business in the State of Florida and that agree to maximize the use of state residents, state products, and other Florida-based businesses in fulfilling their contractual duties resulting from this competitive solicitation (this practice shall hereinafter be referred to as "in-state preference").

ITB/RFP/ITN Number: ITB-DOT-10/11-8014-KB-rebidE

ITB/RFP/ITN Title: PLUMBING SYSTEMS & LIFT STATIONS MAINTENANCE & REPAIR

Vendor Name: _____

Complete the following:

The Vendor (does) (does not) have a principal place of business located in the State of Florida. (check one)

Percentage of Vendor staff to be used on this contract that are Florida residents: _____%.

Percentage of contractual requirements that will be fulfilled by using Florida products: _____%

If the Vendor intends to subcontract a portion(s) of the contract work to Florida based businesses, the proposed Florida based subcontractors are as follows:

The Vendor hereby certifies and agrees to comply with the proposed usage of Florida staffing, Florida based subcontractors, and to utilize Florida state products to the maximum extent possible under or consistent with applicable state and federal laws in fulfilling the contractual requirements.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

To be considered for "in-state preference", respondents to this competitive solicitation must complete this Form and submit it with their bid/proposal/reply by the response due date and time.

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 _____ (name and title of authorized officer; (e.g., "Sales Manager") of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$ _____), upon the terms and conditions contained in the proposed contract, a copy of which is attached hereto as Exhibit A, and made a part hereof.

CERTIFICATE OF RESOLUTION

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

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

Signature of Secretary

Name of Secretary printed or typed



STANDARD WRITTEN AGREEMENT

ITB-DOT-10/11-8014-KB-rebid0

MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS & LIFT STATIONS

FOR

MILEPOST 0.0 TO MILEPOST 24.5, POLK PARKWAY

MILEPOST 0.0 TO MILEPOST 16.6, VETERAN'S EXPRESSWAY

MILEPOST 16.7 TO MILEPOST 61.0, SUNCOAST PARKWAY

FPINS: 192687-1-7B-02

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 192687-1-7B-02

F.E.I.D. No.: _____

Procurement No.: ITB-DOT-10/11-8014-KB-rebid.

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

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2011 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 a licensed Vendor to provide all labor, materials, equipment and incidentals necessary to perform installation, maintenance, extension, alteration, assess, adjust and repair of sanitary drainage or storm drainage, venting systems, water supply systems, septic tanks, lift stations, drainage, irrigation, supply wells and all appurtenances, or equipment used in connection therewith. The Vendor is to provide sewage removal and disposal services from holding tanks, wet wells, septic tanks, drain fields, lift stations, and manholes along Florida’s Turnpike System, from milepost 0.0 to milepost 24.5 on the Polk Parkway, milepost 0.0 to milepost 16.6 on the Veteran’s Expressway and milepost 16.7 to milepost 61.0 on Suncoast Parkway., 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 Status, 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

INTERIM EXECUTIVE DIRECTOR 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 selection below, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department’s Contract Manager and shall be completed by one (1) year or date of termination, whichever occurs first.
- Other: See Exhibit “A”

B. RENEWALS (Select appropriate box):

- This Agreement may not be renewed.
- This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

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 shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; 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 shall 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 Section 215.422(14), Florida Statutes.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department’s Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3- Travel, Department’s Disbursement Operations Manual, 350-030-400.
- 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 \$150,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$150,000.00 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 therefor.

E. CERTIFICATION. With respect to any 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 and showing the Department to be an additional certificate holder.

5. COMPLIANCE WITH LAWS

A. The Vendor shall allow public access to all documents, paper, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this 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. 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.

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.

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.

- 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 Vendor/Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida;
and

2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

J. Time is of the essence as to each and every obligation under this Agreement.

K. The following attachments are incorporated and made a part of this agreement:

L. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

(Print/Type)

Title: _____

Title: _____

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office



EXHIBIT "A"

SCOPE OF SERVICES

ITB-DOT-10/11-8014-KB-rebid.

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS & LIFT STATIONS
FOR
MILEPOST 0.0 TO MILEPOST 24.5, POLK PARKWAY
MILEPOST 0.0 TO MILEPOST 16.6, VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0, SUNCOAST PARKWAY**

FPINS: 192687-1-7B-02

EXHIBIT "A"
SCOPE OF SERVICES
MAINTENANCE, REPAIR AND INSTALLATION OF
PLUMBING SYSTEMS, LIFT STATIONS
MILEPOST 0.0 TO MILEPOST 24.5 ON POLK PARKWAY
MILEPOST 0.0 TO MILEPOST 16.6 ON VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0 ON SUNCOAST PARKWAY
ESTIMATED QUANTITIES CONTRACT

1. Introduction

1.1 Description of Services

The work under this Contract consists of providing all labor, materials, equipment and incidentals necessary to perform installation, maintenance, extension, alteration, assess, adjust and repair of sanitary drainage or storm drainage, venting systems, water supply systems, septic tanks, lift stations, drainage, irrigation, supply wells and all appurtenances, or equipment used in connection therewith. The Vendor is to provide sewage removal and disposal services from holding tanks, wet wells, septic tanks, drain fields, lift stations, and manholes along Florida's Turnpike System, from milepost 0.0 to milepost 24.5 on the Polk Parkway, milepost 0.0 to milepost 16.6 on the Veteran's Expressway and milepost 16.7 to milepost 61.0 on Suncoast Parkway. The Vendor shall ensure that all materials, equipment and incidentals incorporated into the work area are completely free of any type of asbestos materials.

1.2 Definition of Terms

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

Contract: The executed document that fully describes the work requirements, schedules, terms and conditions of the project, quality standards and specifications, payment requirements and all responsibilities and obligations of the Vendor and the Department.

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

Department: Florida Department of Transportation, Turnpike Enterprise, the contracting agency.

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

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

Vendor's Project Manager: The individual employee of the Vendor responsible for

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

Work Document / Authorization: A work request issued periodically to the Vendor for work required at the Contract locations, which will identify the location, describe the work, and specify the day and time the Vendor shall be proceed.

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

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

2. Locations and Site Description

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

3. Vendor's Qualifications

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

3.1 Certification/Registration

The Vendor shall hold a valid and current certificate/license as a Plumbing Vendor and the Vendor or sub-vendor shall hold a valid and current certificate/license as a Electrical Vendor issued by the Florida Department of Business and Professional Regulation.

The Vendor shall provide an individual(s) currently holding a valid Class "C" Wastewater Collection Certification issued by the Florida Water and Pollution Control Operators Association, Operators Voluntary Certification Program, to perform the work specified herein on all lift stations covered under this Contract.

All journeymen performing work on the Project shall be duly licensed by the City or Counties, as appropriate, where the work is to be performed.

The Vendor shall not allow any unlicensed personnel, i.e. trainees, at the worksite without direct supervision of an appropriate Class "C" Wastewater Collection Systems Operator.

3.2 Business Location

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

3.3 Certification of Experience

The organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been licensed and actively involved in providing plumbing and lift station maintenance repair services for a minimum of three (3) years. Prior experience shall specifically be related to maintenance of commercial facilities similar in size, technical scope and volume of work to that specified in the scope of work for this Contract.

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

4. Vendor's Responsibilities (Scope of Work)

4.1 Preventive Maintenance Services of Lift Stations

The Vendor shall provide all labor, materials and equipment and any incidentals necessary to perform inspection, testing and maintenance of lift stations as listed in Attachment "C". The Vendor shall ensure that all materials, equipment and incidentals incorporated into the work area completely free of any type of asbestos materials.

A. Monthly Preventive Maintenance Services

The Vendor shall conduct eight (8) monthly preventive maintenance visits per (5) sites, per year on each major and minor lift station covered under this Contract, consisting of, but not limited to, the following activities:

1. Check the automatic operation of the pump controller(s) and record the "run time" meter numerical values. Verify the pump run hours since the last visit by subtracting the current "run time" meter value from the preceding "run time" meter value, to ensure the pumps are operating in normal cycle. Any dramatic change in the pump run hours shall be addressed immediately to the Contract Manager.
2. Test each of the lift station floats. Some lift station floats can be tested at the control panel; others will require actually activating the flow manually. Operate each pump for a few seconds in order to verify the pumps are operational and to ensure there are no unusual noises or vibrations.
3. Check all alarm systems, especially the high water alarm. Check the automatic operational functions of the lift station auto dialer and that

the programmed phone numbers are correct (phone numbers to be provided by Contract Manager). Check the strobe and audible alarms for proper operation.

4. Analyze the electrical system of the lift station pump(s) for operating voltage and amperage. Record all results/data in the operating logbook. This data shall be compared to the previous months operating data to ensure consistency. Varying data may be indicative of mechanical problems and should be reported to the Contract Manager.
5. Hose the sidewalls to minimize the accumulation of greases and oil.
6. Visually inspect the force main pressure gauge and record the pressure reading. Compare the pressure with previous months reading to ensure consistency. Changes in this pressure may be indicative of a maintenance problem and should be addressed to the Contract Manager.
7. Maintain the area within the fenced area around the lift station free of excessive/high vegetation, debris and safety hazards by manual and/or mechanical means.
8. The Department shall provide a site specific operating log book for each lift station. The Vendor shall record all maintenance and repair activities in the operating log book. The operating log book shall be kept current and shall be stored on site in a location protected from the weather. The parties agree that activities performed by the Vendor, as required by the terms of the Contract that are not recorded in the operations log book were not done. Deductions shall be taken from the payment requests submitted by the Vendor, based on the lack of recorded activity.

B. Quarterly Preventive Maintenance Services

The Vendor shall conduct a total of three (3) quarterly preventive maintenance services on each minor lift stations (4) sites and major lift stations five (5) sites listed in Attachment "C".

Beginning on the fourth month of the contract and any subsequent annual renewal periods, the Vendor shall conduct quarterly preventive maintenance services on all systems. (nine (9) sites are covered under this Contract.) The quarterly services shall include, at minimum, those activities detailed in the monthly preventive maintenance services, in addition to the tasks listed below:

1. Test the insulation of the electrical motor and power cables using the megohmmeter. The results of the megohmmeter analysis shall be recorded in the lift station-operations logbook for comparison of results.
2. De-energize the local electrical power supply and lockout/tagout the

energy source as specified herein. Use a multimeter to ensure that the electrical power supply is OFF.

3. Check electrical wiring for proper connection to the terminals.
4. Spray the individual internal electrical control contacts and connections with CO2 contact cleaner and allow to air dry. Apply CRC Marine (Grade 6.6.6) lightly to the said control contacts and connections.
5. Clean weather tight seal on the control panel and lubricate with white lithium grease.
6. Re-energize the electrical power supply and remove the lockout/tagout devices. Record all results in the lift station-operations logbook.

C. Annual Preventive Maintenance Services

During the first month of the Contract and any subsequent renewal periods, the Vendor shall conduct one (1) annual maintenance service on each of the nine (9) lift station sites covered under this Contract. The annual services shall include, at minimum, those activities detailed above under Monthly and Quarterly Preventive Maintenance Services and the tasks listed below:

1. Pull pumps and check impeller and impeller housing, stands and pump casing wearing ring for excessive wear or cracks. Ensure both impeller and wearing ring forms to manufacturer's recommendation. Record the make and model of each pump in the operating logbook.
2. Disassemble, inspect and clean air relief valve. Ensure air relief valve conforms to manufacturer's recommendation to ensure proper operation. Also, inspect all connections for water tightness during normal lift station operation.
3. Visually inspect the oil in the pump electric motor. In the event that water is found, the Vendor shall immediately notify the Contract Manager.

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

4.2 Repairs, Installation and Replacement Work (Unscheduled Services)

The Vendor shall be available on a twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year basis, to provide unscheduled services, to diagnose problems and make repair, adjustments, replacement, extension, alterations and replacement, as necessary, to keep the units in good operating condition.

- A. The Contract Manager will notify the Vendor when to proceed with work by issuance of a work document. The work document will identify the location, describe the problem and specify the day and time to proceed with the work. Work requests can either be written or verbal. However, all verbal work requests will be confirmed in writing within seventy-two (72) hours.
- B. Normal routine response time is no longer than the next business day as deemed by the Contract Manager. If an emergency response is required the Vendor shall be available to respond within three (3) hours after notification from the Contract Manager prepared to respond to the problem.
- C. Electrical work must be performed by a certified journeyman electrician.
- D. The Vendor shall have a certified journeyman plumber and a work vehicle available at the worksite within the response time specified herein. Vendor's work vehicle shall be well-stocked and equipped.
- E. The Vendor shall execute the work in an orderly, timely and efficient manner. The Vendor shall proceed with the work with all due diligence and use all reasonable efforts to complete the same without delay. Failure to do so may constitute unsatisfactory performance, and after written warning, the Vendor may be declared in default.
- F. The Vendor shall notify the Contract Manager for approval prior to conducting work if the work document exceeds one thousand dollars (\$1,000.00) of the original estimate.
- G. A written estimate of time and materials necessary to complete assigned work in excess of twenty-five hundred dollars (\$2,500.00) shall be addressed to the Contract Manager for approval prior to conducting work.
- H. The Vendor shall guarantee all repairs for ninety (90) days from date of Department acceptance of repair. In the event a repair fails within the guarantee period and such failure is the result of the parts provided by the Vendor or the work of the Vendor, the correction shall be made by the Vendor at no additional cost to the Department.
- I. When there is a need for a temporary force main by pass system, the Vendor shall be responsible for the transporting, installation, operation and maintenance of the temporary by pass system. The Vendor shall be responsible for the disconnection, removal, transporting, clean up, site restoration and restoration of the permanent system to its original condition.
- J. When there is a need for excavation, the Vendor shall be responsible to provide the proper Combination (Earth Excavating Equipment) and an Operator to perform trenching, digging and back fill. Vendor shall return site to its original condition.

4.3 Pumping of Onsite Waste Disposal Systems

- A. The Vendor shall remove and dispose of sewage from the onsite waste disposal systems, in accordance with the standards and the current requirements of Florida Administrative Code (FAC), Chapter 10D-6.052 and 62-640, and its respective guidance documents.

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

4.4 Parts for Repair, Installation and Replacement Work

- A. Parts provided by the Vendor for repair, installation and replacement shall be new. Rebuilt and/or repaired parts will not be acceptable unless approved by the Department.
- B. All parts shall be of a brand or quality equal to or better than the ones being replaced and shall be one hundred percent (100%) compatible with the existing systems.
- C. The Vendor shall obtain prior approval from the Contract Manager for any part replacement.
- D. The Department may not authorize part replacements, but may make other arrangements in any case where the cost for any single part necessary for repair is twenty-five hundred dollars (\$2,500.00) or more.
- E. The Department reserves the right to make other arrangements for purchasing parts necessary for repair at any time, if the best interest of the Department requires such arrangements.

4.5 Supplies/Inventory and Equipment

The Vendor shall be responsible for providing all equipment or tools that are, or may be needed for repairs and installation of plumbing and lift stations during the course of this Contract. All Vendor provided equipment brought on site and used by the Vendor shall be of industrial quality, constantly maintained in a proper, safe, like new serviceable working condition, as appropriated for the intended type of use.

4.6 Pre- Work Conference

The Project Manager or the Contract Manager will conduct a pre-work conference with the Vendor prior to the start date of the contract to review the scope of work and other requirements of the Contract.

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

- A. The Vendor's license(s) as a certified or registered Vendor, authorized to perform the work covered under the contract in all counties within the contract limits, as required by state law and by county or municipal licensing ordinances.
- B. Written permits as required by state law and by county or municipal licensing ordinances authorizing the holder to handle liquid waste associated with waste disposal systems, in accordance with Chapter 10D-6.052 of Florida Administrative Code (FAC).
- C. A written statement to the Department on the Vendor's letterhead indicating "The Vendor agrees that onsite waste disposal systems' residuals will be treated as required by Chapter 62-640, F.A.C., and they accept the responsibility for proper disposal of the residuals as required Chapter 62-640. Also, they are aware of and will comply with requirements for proper disposal as described in the permit."
- D. List of all personnel, including copies of certificate/licenses of Class "C" Wastewater Collection System Operator, a minimum of one (1) certified Combination Earth Excavating Equipment Operator, two (2) Plumbers and two (2) Electricians, anticipated for use under this Contract. Only the personnel approved by the Department are to be assigned to perform any work under this Contract. Such approval shall not be unreasonably withheld.

4.7 Supervision of Personnel and Quality Assurance

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

4.8 Work Schedule

The Vendor shall perform all work, unless otherwise approved by the Contract Manager, strictly between the hours of 8:00 AM and 5:00 PM local time, Monday through Friday, excluding State holidays.

Any changes or deviations from the schedule or other relevant problems or situations pertaining to the schedule must be brought to the attention of the Contract Manager as soon as they are noted.

4.9 Sign-in and Sign-out

Upon arrival to a toll plaza, the Vendor's employees report with the Department's Toll Plaza Supervisor on duty and sign in, completing all information in the toll plaza visitor log. All employees of the Vendor shall sign out after completion of work. The Vendor's employees shall sign in and sign out for lunch breaks or when they leave the premises.

4.10 Work Status

- A. During the performance of the preventive maintenance services or other related work, the Vendor shall keep the Contract Manager informed on a daily basis of the status of the work.
- B. Upon completion of any assigned work, the Vendor will notify the Contract Manager and certify that the work has been completed.

4.11 Reports and Documentation

The Vendor shall maintain complete records of the work performed by the Vendor's operator(s) at any of the facilities covered under this Contract. A monthly report shall be generated by the Vendor summarizing clearly and concisely all activities and actions taken by the Vendor and accepted by the Contract Manager during that month. Such report shall be submitted with the Vendor's monthly invoice for services.

4.12 Lighting at the Jobsite

If the existing lighting at the jobsite or daylight is not adequate for the work, and additional lighting is required, it shall be provided by the Vendor. The Department will not be responsible to provide additional lighting to perform or to inspect the work.

4.13 Cleanup and Disposal

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

4.14 Notification of Damages and Damage Repair

The Vendor shall notify the Contract Manager of any damages caused 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 and injury, if any.

4.15 Uniforms

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

4.16 Liquidated Damages

The Vendor will be expected to respond within three (3) hours from the time given by the Contract Manager in the respective work order. If the Vendor fails to be available at the worksite within the response time specified above. The Vendor shall be liable to the Department, not as a penalty, for liquidated damages of:

Fifty dollars (\$50.00) for up to one (1) hour late per each work document.

One hundred dollars (\$100.00) for more than one (1) hour late per each work document.

Unforeseen conditions beyond the control of the Vendor which delay compliance will be taken into consideration at the discretion of the Contract Manager. The parties agree that the actual damages sustained by the Department would be difficult or impossible to measure if the Vendor fails to timely respond to a Work Document/Authorization or an emergency.

If the Vendor fails to be available at the worksite within the time specified in a work document or within the unscheduled services response time, specified in this Exhibit under Paragraph 4.3, A and B, the Vendor shall be liable to the Department for liquidated damages as stated above.

If and when a condition of noncompliance occurs that is the direct result of failure of the Vendor to perform the duties and responsibilities contained herein for the operation and maintenance of plumbing and lift stations, then the Vendor shall perform all maintenance and pay any other expenses required to bring the units back into compliance, without participation from the Department. If any fines are assessed as a direct result of the noncompliance, then such fines shall be paid by the Vendor, without participation from the Department.

4.17 Subletting or Assigning Work

The Vendor shall not sublet, assign or transfer any work under this Contract without written consent by the Department. After written consent by the Department the Vendor will be permitted to sublet a portion of the work but shall perform with its own organization, work amounting to not less than fifty-one percent (51%) of the total contract amount. All sub-vendors are required to be qualified and certified in accordance with the requirements herein, all federal, state, and local regulation, and approved by the Department. Subletting of work shall not relieve the Vendor of his

respective liabilities. The Department recognizes a sub-vendor only on the capacity of an employee or agent of the Vendor.

5.0 Safety and Worker Protection

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

5.1 Lockout/Tag-out

- A. The Vendor shall comply with the requirements outlined in OSHA Rule 29 CFR 1910.147 and the procedure stated below, whichever is the strictest. The purpose of these procedures is to prevent possible employee injury that may result from unexpected energization or start-up of equipment while it is being maintained or serviced:
 - 1. Ensure that the energy source (e.g. electrical, mechanical, hydraulic, pneumatic, and chemical, etc.) to the equipment being serviced is disconnected.
 - 2. If the energy source can be locked out in the off position to prevent unexpected energization of the equipment, affix a lock or lockout device to the energy source. Indicate on an accompanying tag the name of your company and why the energy source to the equipment is locked.

-OR-

Place an Out of order., Do not turn on or Do not operate

signage on the equipment.

3. If the energy source was not designed to accept a lock, it must be tagged out. Use a high strength plastic tie that cannot be removed by hand. Provide the same information on the tag as indicated above.
 4. After locking out the energy source and before proceeding with the work, the equipment must be tested to verify that the energy source is indeed isolated.
 5. If the equipment involved has additional energy isolation devices or switches, they should also be turned off before proceeding with the work.
 6. Before the lockout or tagout devices are removed and energy is restored to the equipment, ensure that all Facility Managers and the Contract Manager are notified of this fact.
- B. When several Vendors need to isolate an energy source from a specific piece of equipment, they must inform the Facility's Manager and the Contract Manager of this fact. Each Vendor must use his own identifiable lock or tag on the group lock or tag. As each Vendor completes his task and removes his lock or tag, he must insure that the energy source remains in the isolated or off position. When the last Vendor has completed his work, he must notify the Facility's Manager and the Contract Manager that the group lock can be removed. At this time, the Vendor, with the concurrence of the Facility Manager and the Contract Manager, shall remove the group lock/tag and energize the equipment.
- C. Each lock or tag affixed to an energy-isolated device must be removed only by the Vendor who originally installed the lock/tag. If the Vendor is not available when the lock or tag needs to be removed, inform the Contract Manager.

5.2 Maintenance of Traffic

The Vendor's employees shall comply with all traffic regulations pertaining to Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) and Index 667 (Toll Plaza Traffic Control Standards) of the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, 2010 Edition, Topic No. 625-010-003 (<http://www.dot.state.fl.us/mapsandpublications>) to accommodate traffic in a safe and efficient manner and for adequate protection of the work force and the motoring public. Design Standard Index 667 shall be utilized when duration of a temporary traffic lane closure is expected to exceed 4 hours or when the work or other conditions dictate implementation of an appropriate Index based lane closure plan. The Department's Contract Manager shall be contacted to obtain approval prior to activation.

5.3 Certified Worksite Traffic Supervisor

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

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.

5.5 Lane Closure (Short term duration between zero (0) and four (4) hours)

No work shall be conducted by the Vendor in any toll plaza traffic lane until temporary closure of the lane is completed by the Vendor and approved by the Toll Plaza Manager or designee. The Vendor shall be responsible for the safety of its employees by ensuring that the proper temporary lane closure is complete prior to the start of work within toll plaza traffic lanes. All temporary lane closures required to complete any maintenance, repair and installation/replacement work by the Vendor shall be completed by the Vendor in strict compliance with the Department's Temporary Lane Closure Policy memorandum and the Department's Traffic Control Plan (TCP) (Attachment "A"), both documents attached hereto and made a part of this Contract. It shall be the sole responsibility of the Vendor to set-up, prior to beginning work and in strict accordance to the TCP, and remove upon completion of the work, the required traffic cones and sign. The Vendor shall use the temporary lane closure equipment stored at the toll plaza and return the equipment upon completion of the work. The Vendor shall advise the Toll Plaza Manager or designee when the work is complete and the traffic lane can be re-opened for use.

5.6 Confined Space Entry

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

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

- C. Entry into a confined space shall only be authorized after a bona fide need has been established to the satisfaction of the Department. Only properly trained personnel will be allowed to enter the confined space and then only after permit requirements have been met (i.e. the necessary safety precautions have been placed in effect). The following procedure will be followed during every confined space entry:
1. Entry is to be made by authorized entrants only, who received the appropriate training to allow them to perform their assigned duties under confined space conditions.
 2. An attendant is to be present whenever entry is made into any confined space, unless otherwise authorized by the Department. The attendant shall remain at the entrance and have available a lifeline and any other safety equipment necessary to facilitate a rescue.
 3. A permit will be filled out by the person in charge of entry and approved by the Department's prior to the actual entry.
 4. A sign or other means of posting that a confined space is being entered will be placed at the opening of a confined space.
 5. A pre-entry briefing will be conducted with entrant(s) and attendant(s) to review their perspective duties and procedures.
 6. Follow lockout/tagout procedures for isolation of any electrical, mechanical, chemical or other energy hazards, which could cause injury to entrants.
 7. Determine that the necessary procedures, practices and equipment for safe entry are in effect.
 8. Determine that entry operation remains consistent with the terms of the entry permit, and that acceptable conditions are present.
 9. Cancel the entry authorization and terminate entry operation whenever acceptable entry conditions are not present.

6. The Department's Responsibilities

6.1 Administration of Contract

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

A. Project Manager

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

Mailing Address

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

Delivery Address

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

B. Contract Manager

The Department's Contract Manager will be Kevin O'Donnell. He will be responsible for the day-to-day work assignments and inspections. All work must be coordinated through the assigned Contract Manager. Mr. O'Donnell is available at (863) 413-2024 Extension 26.

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

6.2 Periodic Inspection

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

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 whether or not they concur with the rating.

7. Duration of Contract

Work shall commence upon the start date identified in the written Notice to Proceed from the Project Manager and shall be for one (1) year from the date of notification. This Contract may be renewed for up to three (3) additional years. Renewals shall be contingent upon satisfactory performance evaluation by the Department and subject to the availability of funds. Any renewals or extensions shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Contract.



ATTACHMENTS

ITB-DOT-10/11-8014-KB-rebid.

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS & LIFT STATIONS
FOR
MILEPOST 0.0 TO MILEPOST 24.5, POLK PARKWAY
MILEPOST 0.0 TO MILEPOST 16.6, VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0, SUNCOAST PARKWAY**

FPINS: 192687-1-7B-02

ATTACHMENT "A"

MEMORANDUM

Date: January 18, 2005
To: All Turnpike Operations Personnel
From: Bruce Seiler, Evelio Suarez
Copy: Mike Anzalone
Subject: Traffic Control Plan (TCP) for Short Duration Toll Lane Closures

Effective upon receipt of this memorandum, the described TCP shall be implemented during all maintenance activities at all toll plazas that require short-term lane closures. For the purposes of this memorandum, short-term is defined as a period of time between zero (0) and four (4) hours. A maintenance vehicle may briefly stop in a closed lane, to drop off or pick up equipment only, without setting up the TCP. The layout on the attached diagram shall be the minimum acceptable actions that will be taken in the TCP to affect lane closure. The processes and requirements of this memorandum do not replace or supersede any Office of Toll Operations' policies or procedures for toll lane closures.

Maintenance TCP Toll Lane Closure

A. Scheduling

1. Whenever possible, routine maintenance shall not be conducted at a plaza during peak traffic hours.
2. The Plaza Manager or Supervisor shall be notified twenty-four (24) hours before a lane is closed for maintenance to address operations at the toll plaza. The manager shall be told of the approximate time required to complete the work.

B. Closure

1. To close the lane, the maintenance vehicle shall be parked in the lane for the duration of the maintenance activity. In addition, the required traffic cones and "Lane Closed" sign shall be obtained from the plaza and set in place in strict compliance with the attached Traffic Control Plan (TCP) diagram.
2. The lane will be closed initially by plaza staff. This will be done by activating the red traffic light on the canopy and by placing three (3) cones across the lane. The maintenance vehicle shall then be moved into the lane and the remainder of cones and "Lane Closed" sign be put in placed as outlined in the TCP.

3. The maintenance vehicle shall be parked straight in the lane with the amber lights and flashers activated. The vehicle shall be parked with the wheels turned toward a lane without a booth or an unoccupied booth.
4. Personnel working the lanes shall follow all FDOT safety procedures for working in a traffic lane as outlined in the FDOT Loss Prevention Manual 500-000-015 and other applicable Turnpike Enterprise or other applicable agency procedures. Safety vests shall be worn, as well as hard hats and safety goggles or shoes as required. Proper numbers of personnel when working with an aerial lift or boom truck shall be employed.

C. Completion of Work

1. Upon completion of required work, the maintenance vehicle shall be moved from the lane to an appropriate parking area.
2. The "Lane Closed" sign shall be returned to the designated storage place at the plaza.
3. Three cones shall be left in the lane and the traffic signal will be left red for closure until reopened by plaza personnel.
4. The Plaza Manager shall be notified of the completion of work and will return the lane to service.

Approval must be obtained in advance from the appropriate Regional Toll Manager for any maintenance work that requires closure of a dedicated or express SunPass lane. The Regional Toll Manager will notify the Deputy Director of SunPass Operations. Additional lane closure safety functions are required to close a dedicated or express SunPass lane in accordance with MOT standards.

Telephone numbers of the six Regional Toll Offices and the SunPass Operations Center are as follows:

Miami Region – RTM John Sneed (305) 229-6200 – S/C 479-6200

South Broward Region – RTM Karen Greeawalt (954) 424-6904 – S/C 459-6904

North Broward Region – RTM Reno Abbadini (561) 417-9557- S/C 430-4800

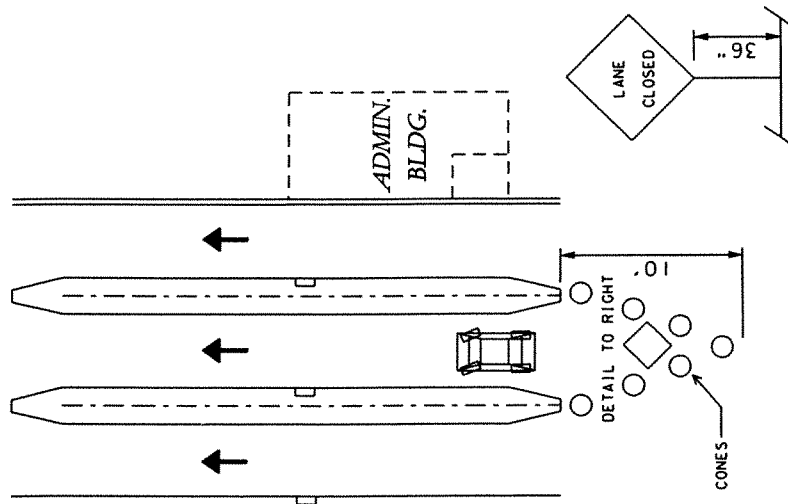
Palm Beach Region – RTM Steve Spitzer (561) 624-6963 – S/C 242-6963

Orlando Region – RTM Barbara Trien (407) 521-2487 – S/C 335-3700

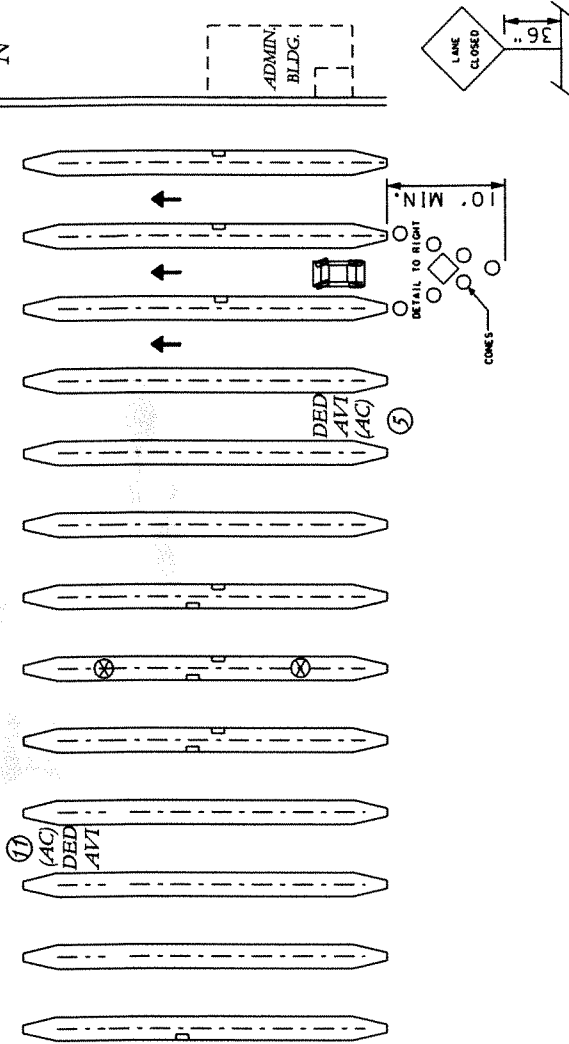
Tampa Region – RTM Larry Steed (813) 673-4612- S/C 512-5591

SunPass Operations – Deputy Director Scot Orman (561) 470-6650 – S/C 247-6650

TYPICAL RAMP PLAZA DETAIL



TYPICAL MAINLINE PLAZA DETAIL
TURNPIKE SYSTEM



LEGEND

○	CONES
→	TRAFFIC FLOW
	MAINTENANCE VEHICLE

GENERAL NOTES:

1. Cones shall be placed 10ft from the toll island on a "V" shape as shown on TCP.
2. A standard warning sign indicating "lane closed" shall be placed behind the cones and a minimum height of 36" from the ground shall be required.
3. The maintenance vehicle shall be parked with the front wheels turned to the left towards the unoccupied Toll Booth.
4. The canopy light shall be in the red mode indicating the lane is closed
5. This TCP does not apply to DED/AVI lanes.

DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION

STATE OF FLORIDA	
DEPARTMENT OF TRANSPORTATION	
ROAD NO.	FINANCIAL PROJECT ID
COUNTY	

TRAFFIC CONTROL PLAN	
TOLL PLAZA LANE CLOSURE	
SHEET NO.	1

ATTACHMENT "B"
MAINTENANCE, REPAIR, AND INSTALLATION OF
PLUMBING SYSTEMS AND LIFT STATIONS
MILEPOST 0.0 TO MILEPOST 24.5 ON POLK PARKWAY AND
MILEPOST 0.0 TO MILEPOST 16.6 ON VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0 ON SUNCOAST PARKWAY

POLK PARKWAY (SR 570)

M.P.	BLDG. #	LOCATION	LANES
3.0	1337	Airport Toll Plaza (West Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy, Booth and Parking Lot	2
3.0	1343	Airport Toll Plaza (East Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy, Booth and Parking Lot	2
4.0	1344	Waring Toll Plaza (West Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
4.0	1346	Waring Toll Plaza (East Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
5.0	1347	Harden Blvd. Toll Plaza (West Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
5.0	1351	Harden Blvd. Toll Plaza (East Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
7.0	1352	South Florida Ave. Toll Plaza (East Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
7.0	1353	South Florida Ave. Toll Plaza (West Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booth	2
8.0	1336 1336 1391	Western Toll Plaza (Mainline) Toll Administration Building Canopy and Booths Storage Building	10
9.0	1472	Lakeland Highlands Toll Plaza (West Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
9.0	1475	Lakeland Highlands Toll Plaza (East Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
10.0	1476	Polk Parkway Office	0
12.0	1390 1390 1390	Central Toll Plaza (Mainline) Toll Administration Building Canopy and Booths Storage Building Tunnel	12
14.0	1354	SR 540 Toll Plaza (East Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
14.0	1355	SR 540 Toll Plaza (North Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
18.0	1943	County Road 546 Toll Plaza (North Bound)	2

M.P.	BLDG. #	LOCATION	LANES
		Combo Building (Toll Booth/Restroom/Recorder's Room)	
18.0	1944	County Road 546 Toll Plaza (South Bound) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	2
21.0	1945	Eastern Toll Plaza (Mainline) Combo Building (Toll Booth/Restroom/Recorder's Room) Canopy and Booths	3

VETERAN'S EXPRESSWAY (SR 589)

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

SUNCOAST PARKWAY (SR 589)

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

ATTACHMENT "C"
MAINTENANCE, REPAIR, AND INSTALLATION OF
PLUMBING SYSTEMS AND LIFT STATIONS
MILEPOST 0.0 TO MILEPOST 24.5 ON POLK PARKWAY AND
MILEPOST 0.0 TO MILEPOST 16.6 ON VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0 ON SUNCOAST PARKWAY
LIFT STATIONS AND PUMPS DATA

POLK PARWAY (SR 570)

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

VETERAN'S EXPRESSWAY (SR 589)

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

SUNCOAST PARWAY (SR 589)

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

ATTACHMENT "D"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20__

Contract No.: _____

Financial Project No: 192687-1-7B-02

Contract For: Plumbing Systems and Lift Stations Maintenance, Repair and Installation

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

(State) (Zip)

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

(Name of Business)

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

(Address)

(Print/Type Name)

(City)

(Title)

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

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "E"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____

FPINs.: 192687-1-7B-02

Project Description _____

Contractor _____

Contract For: Plumbing and Lift Stations Maintenance, Repair and Installation

Contract Date _____ **Total Amount \$** _____

CONTRACTOR'S AFFIDAVIT

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

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

 (Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

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

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

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

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

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE



EXHIBIT "B" METHOD OF COMPENSATION

ITB-DOT-10/11-8014-KB-rebid

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS & LIFT STATIONS
FOR
MILEPOST 0.0 TO MILEPOST 24.5, POLK PARKWAY
MILEPOST 0.0 TO MILEPOST 16.6, VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0, SUNCOAST PARKWAY**

FPINS: 192687-1-7B-02

EXHIBIT "B"
METHOD OF COMPENSATION
MAINTENANCE, REPAIR AND INSTALLATION OF
PLUMBING SYSTEMS, LIFT STATIONS
MILEPOST 0.0 TO MILEPOST 24.5 ON POLK PARKWAY
MILEPOST 0.0 TO MILEPOST 16.6 ON VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0 ON SUNCOAST PARKWAY

1. General

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

1.1 Definitions and Terms

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

Regular Hourly Rate: The Contract hourly rate for hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding State holidays (as designated in Section 110.117, Florida Statutes).

Overtime Hourly Rate: The Contract hourly rate for hours before 8:00 AM or after 5:00 PM or all day Saturday, Sunday and/or State holidays (as designated in Section 110.117, Florida Statutes).

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

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

It shall be the responsibility of the Vendor to always ensure that sufficient funding remains within the maximum limiting amount established for the subject contract to complete authorized services. Any changes in the maximum limiting amount shall require execution of a Supplemental Agreement as specified in Section 1.B of the Standard Written Agreement. The Vendor shall not be obligated to perform services or incur costs that would result in exceeding the contract dollar amount, nor shall the Department be obligated to reimburse the Vendor's for services which result in exceeding the contract dollar amount, except to the extent said amount is increased by a Supplemental Agreement. Execution of this Contract does not guarantee that the work will be authorized.

This is an estimated quantities contract whereby the Vendor agrees to furnish the services specified herein during the term of the contract and any renewals and extensions thereto. It is further agreed that the unit price bid by the Vendor shall remain unchanged, if the actual quantities used are less or greater than the unit price bid by the Vendor shall remain unchanged,

if the actual quantities used are less or greater than what is identified. The Department, based on need and availability of budget, may increase or decrease the quantity of services required of the Vendor within the general description of the project.

2. BASIS OF PAYMENT

The Department agrees to pay the Vendor for the service performed, at an amount of compensation and methods of payment as described and detailed herein and in Exhibit "C".

2.1 Monthly Preventive Maintenance Services

Payment for this activity shall constitute full compensation for furnishing all labor, materials, expendable, supplies, tools equipment, transporting, confined space entry, maintenance of traffic, lockout/tagout, instrumentation and special apparatus, dump fees, reports and other items required to perform the preventive maintenance on equipment located within the contract limits as specified in Exhibit "A", Section 4.1.

A. Payment will be made on the basis of the contract unit prices as shown on the Bid Blank, under the following item numbers.

1. Pay Item No. 1, Monthly Preventive Maintenance Services on all Major Lift Station Systems, Each Visit. The contract unit rate for this pay item shall cover the charge for eight (8) visits for all units.
2. Pay Item No. 2, Quarterly Preventive Maintenance Services on all Major and Minor Lift Station Systems, Each Visit. The contract unit rate for this pay item shall cover the charge for three (3) visits for all units, (5) major and (4) minor lift stations.
3. Pay Item No. 3, Annual Preventive Maintenance Services on all Major and Minor Lift Station Systems, Each Visit. The contract unit rate for this pay item shall cover the charge for one (1) visit for all units, (5) major and (4) minor lift stations.

2.2 Repair, Installation and Replacement Work for Unscheduled Services

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

- A. The Department will pay the Vendor a one (1) hour minimum for an Operator rate for unscheduled service calls at each site. Site designations are shown in Attachment "B". Multiple unscheduled service orders at the same site per visit will be considered as a single unscheduled service call for the purpose of the one (1) hour minimum charge. For work performed at the site in excess of the one (1) hour minimum, the Vendor's time will be pro-rated to the Department in quarter-hour increments and paid in quarter-hour increments.
- B. One (1) Journeyman (Plumber/Electrician) i s r equired f or eac h W ork Document/project. Additional s ervice personnel s hall be considered Apprentice, regardless of qualifications.

C. Payment will be made under the following Pay Items.

Pay Item No. 4, Journeyman Plumber, Regular Hourly Rate, Per Hour. The Contract unit rate for this pay item shall cover the cost of each Regular Hour the Vendor's service personnel is performing the duties of a certified/licensed Plumber.

Pay Item No. 5, Apprentice Plumber, Regular Hourly Rate, Per Hour. The Contract unit rate for this pay item shall cover the cost of each Regular Hour the Vendor's service personnel is performing the duties of a helper, regardless of qualifications.

Pay Item No. 6, Journeyman Plumber, Overtime Hourly Rate, Per Hour. The Contract unit rate for this pay item shall cover the cost of each Overtime Hour the Vendor's service personnel is performing the duties of a certified/licensed Plumber.

Pay Item No. 7, Apprentice Plumber, Overtime Hourly Rate, Per Hour. The Contract unit rate for this pay item shall cover the cost of each Overtime Hour the Vendor's service personnel is performing the duties of a helper, regardless of qualifications.

Pay Item No. 8, Journeyman Electrician, Regular Hourly Rate, Per Hour. The Contract unit rate for this pay item shall cover the cost of each Regular Hour the Vendor's service personnel is performing the duties of a certified/licensed Electrician.

Pay Item No. 9, Apprentice Electrician, Regular Hourly Rate, Per Hour. The Contract unit rate for this pay item shall cover the cost of each Regular Hour the Vendor's service personnel is performing the duties of a helper, regardless of qualifications.

Pay Item No. 10, Journeyman Electrician, Overtime Hourly Rate, Per Hour. The Contract unit rate for this pay item shall cover the cost of each Overtime Hour the Vendor's service personnel is performing the duties of a certified/licensed Electrician.

Pay Item No. 11, Apprentice Electrician, Overtime Hourly Rate, Per Hour. The Contract unit rate for this pay item shall cover the cost of each Overtime Hour the Vendor's service personnel is performing the duties of a helper, regardless of qualifications.

2.3 Confined Space Entry

Payment for the following pay items will be made only when work requires entry into a confined space area, as specified in Exhibit "A" Section 5.6.

A. Equipment for Confined Space Entry

The Vendor shall provide any personal protective and safety equipment required

by its employees for entry into a confined space area(s). The unit rate for this pay item shall cover the daily rate of the equipment, instruments and any special apparatus, per person.

Pay Item No. 12, Equipment for Confined Space Entry Daily Rate Per Person, Per Day.

B. Confined Space Attendant

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

Pay Item No. 13, Confined Space Attendant (remain outside the confined space during entry operations) Regular Hourly Rate, Per Hour.

Pay Item No. 14, Confined Space Attendant (remain outside the confined space during entry operations) Overtime Hourly Rate, Per Hour.

2.4 Lift Station By-Pass Pumping System

Payment for this activity shall constitute full compensation for all labor, equipment, tools, materials, fuel, transporting and any other incidentals necessary to install, maintain and thereafter disconnect the temporary by-pass pumps as specified in Exhibit "A". The contract unit rate for the pay items shall cover the daily rate for temporary by-pass pumps.

Pay Item No. 15, 4" By-Pass Pumping System, Including Operator, Per Day.

Pay Item No. 16, 2" By-Pass Pumping System, Including Operator, Per Day.

2.5 Pumping of Onsite Waste Disposal System

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

Payment will be based on the actual quantity (Gallons) of sewage removed and disposed, and the time of a vacuum truck or pump truck including an operator, as approved by the Contract Manager, at the unit rate stipulated by the Vendor on Exhibit "C" for the following pay items.

Pay Item No. 17, Sewage Removal and Disposal during normal working hours (8:00 AM to 5:00 PM, Monday through Friday, excluding State holiday), Per Gallon.

Pay Item No. 18, Sewage Removal and Disposal (before 8:00 AM or after 5:00 PM, all day Saturday, Sunday and State holidays), Per Gallon.

Pay Item No. 19, Vacuum/Jet Truck, Including an Operator, Regular Hourly Rate, Per Hour.

Pay Item No. 20, Vacuum/Jet Truck, Including an Operator, Overtime Hourly Rate, Per Hour.

- B. The Vendor will be paid two (2) hours minimum for vacuum/jet truck hourly rate, as applicable, for each work document requiring such service. The vacuum/jet truck time for sewage removal at the site in excessive of the two (2) hours, will be pro-rated and paid in quarter-hour increments.

2.6 Combination (Earth Excavating Equipment)

- A. Payment for the following pay items shall cover the use of a Combination and Operator as specified in Exhibit "A".

Pay Item No. 21, Combination (Earth Excavating Equipment), Including an Operator, Regular Hourly Rate, Per Hour.

Pay Item No. 22, Combination (Earth Excavating Equipment), Including and Operator, Overtime Hourly Rate, Per Hour.

- B. The Department will pay the Vendor two (2) hours minimum for Combination rate, as applicable, for each work document requiring such service. The Combination's time for work at the site in excess of the two (2) hours will be pro-rated and paid in quarter-hour increments.

Pay Item No. 23, 4" De-watering Pump, per Day

Pay Item No. 24, 2" De-Watering Pump, per Day

2.7 Parts for Repair, Installation and Replacement Work

- A. Payment for any single part costing less than two-thousand five hundred dollars (\$2,500.00) and necessary for repair, installation and replacement and/or unscheduled service will be made under the small parts allowance and/or at the unit price, as applicable.

The Department may not authorize part replacements but may make other arrangements if any of the following occur:

- a. Cumulative cost of the parts required for repair, installation and replacement, during any annual period of this Contract, has reached fifteen thousand dollars (\$15,000.00).
- b. Any single part necessary for repair, installation and replacement costs two-thousand five hundred dollars (\$2,500.00) or more.

- B. Payment for this activity will be made under the following pay items:

1. Pay Item No. 25, Parts Allowance for Repairs, Installation and Replacement, (Dollars Available).

The parts allowance covers ONLY the actual cost of parts; it does not include state sales tax, packing freight, shipping, demurrage or any other handling charges.

2. Pay Item No. 26, Mark-Up Allowance for Parts (Percentage of Dollars Available for Parts Allowance), Percent

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

2.8 Maintenance of Traffic per Design Standard Index 667

- A. Pay Item No. 27 - Maintenance of Traffic (Each) – The quantity to be paid for will be the number of times a temporary lane closure is activated in accordance with Design Standard Index 667. Price and payment will be full compensation for all work and costs specified or required to provide each individual lane closure following Design Standard Index 667. It shall include all other incidental and miscellaneous costs such as providing a Worksite Traffic Control Supervisor.
- B. Pay Item No. 28 thru No. 35 - Various Pay Items (Per Each Per Day) - The quantity to be paid for will be for the number of devices used on any calendar day or portion thereof. Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the devices, including the costs associated with attached warning lights, flags, etc.

3.0 METHOD OF MEASUREMENT

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

3.1 Compensation

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

3.2 Method of Payment

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

3.3 Invoicing

- A. Payment will be made following receipt and approval of a monthly invoice package for all work performed and accepted by the Department's Contract Manager. The invoice package shall include an itemized monthly invoice and all contract maintenance work documents, as specified in item B and C immediately below. The Vendor's monthly invoice package shall be submitted to the Contract Manager by no later than the 15th of each month. Failure to submit timely invoices could affect the Vendor's performance rating.

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

Department of Transportation
3001 Waterfield Circle
Lakeland, FL 33803
Attn: Kevin O'Donnell

- B. The itemized monthly invoice shall be a legible summary on the Vendor's letterhead that includes the following:

1. Remittance Address
2. State Contract Number
3. State Financial Project Identification Number
4. Billing Period (Service Dates)
5. List of Contract Maintenance Work Document Number(s)
6. Total Cost per Work Document
7. Total Amount of Invoice
8. Current Contract Balance
9. Total Labor Hours

- C. A contract maintenance work document issued by the Department for all authorized work must be provided. The Vendor shall include the following information within the submitted work document:

1. Date Received (verified by initials)
2. Date Work Began (verified by initials)
3. Date of Completion for all pay items (verified by initials)
4. Actual Quantity for each pay item
5. Total cost of the work document
6. Description of actual work performed
7. Signature of authorized representative
8. Copies of all receipt for parts purchased must be attached

- D. 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 D), with all but the first 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 Payment for parts will be made upon presentation of receipt from the parts supplier to the Vendor. The receipt shall be attached to the Vendor's invoice when billing the Department for parts. This documentation of the supplier's receipt is a requirement of the State Comptroller in order to receive reimbursement for parts.
- 3.6 Any work performed by unlicensed or unapproved personnel shall result in non-payment.
- 3.7 In the event a repair fails within the guarantee period, the correction shall be made by the Vendor at no additional cost to the Department. Any repair work resulting from negligence and/or reinstallation of a default part shall be the Vendor's responsibility and shall be corrected at the expense of the Vendor.
- 3.8 In case there are discrepancies between the Department's records and the unscheduled services hours stated in the Vendor's invoice, the toll plaza visitor log will be used to verify the Vendor's hours. Should the Vendor fail during the work assignment to comply with the sign-in and sign-out requirements, the Department reserves the right to pay the Vendor a maximum of one (1) hour, regardless of the hours invoiced by the Vendor for that work order.
- 3.9 No compensation shall be paid separately for travel time, expenses or tolls. Therefore, all the anticipated travel time and travel expenses incurred by the Vendor shall be included in the Vendor's unit bid prices. This should also include charges for the use of Florida's Turnpike. The Vendor and any sub-vendor shall pay toll charges for all vehicles and equipment at the standard rate applicable to the general public.
- 3.10 The Vendor shall submit all the outstanding invoices or issues pertaining to the contract within forty-five (45) calendar days of the termination date/last day of the term of the contract. Failure to timely submit the outstanding invoices or issues by the Vendor, may be grounds for the Department to close the contract. The Department shall not be obligated to reimburse the Vendor for any invoice submitted thereafter unless the Vendor has obtained a written exception to the time limit from the Department. The Vendor shall submit a Certificate of Contract Completion with the final invoice (Attachment E).
- 3.11 In the event that funds paid to the Vendor under this contract are subsequently

disallowed by the Department because of accounting error or charges not in conformity with this Contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, Vendor agrees that the Department shall have the right to deduct from any payment due to the Vendor under any other contract between the Vendor and the Department or under this contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor.

- 3.12 No retainage shall be withheld from the payments to the Vendor for this Contract.



EXHIBIT "C" BID BLANK

ITB-DOT-10/11-8014-KB-rebid

**MAINTENANCE, REPAIR AND INSTALLATION OF PLUMBING SYSTEMS & LIFT STATIONS
FOR
MILEPOST 0.0 TO MILEPOST 24.5, POLK PARKWAY
MILEPOST 0.0 TO MILEPOST 16.6, VETERAN'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0, SUNCOAST PARKWAY**

FPINS: 192687-1-7B-02

**EXHIBIT "C" - BID BLANK
 MAINTENANCE, REPAIR AND INSTALLATION OF
 PLUMBING SYSTEMS, LIFT STATIONS
 MILEPOST 0.0 TO MILEPOST 24.5 ON POLK PARKWAY
 MILEPOST 0.0 TO MILEPOST 16.6 ON VETERANS'S EXPRESSWAY
 MILEPOST 16.7 TO MILEPOST 61.0 ON SUNCOAST PARKWAY**

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

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY OF ITEM*	UNIT RATE	PAY ITEM TOTAL
1	Monthly Preventive Maintenance Services (eight (8) Visits to Each Major Lift Station, Five (5) Sites Per Year)	Each Visit	40	\$ _____.	\$ _____.
2	Quarterly Preventive Maintenance Services (three (3) Visits to Each Lift Station, four (4) Minor, five (5) Major total of (9) sites Per Year)	Each Visit	27	\$ _____.	\$ _____.
3	Annual Preventive Maintenance Services (One (1) Visit to Each five (5) Major and four (4) Minor Lift Station, Per Year)	Each Visit	9	\$ _____.	\$ _____.

*All

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

Subtotal Amount of Pay Item Nos. 1 – 3: \$ _____.

Name of Business _____

**EXHIBIT "C" - BID BLANK
 MAINTENANCE, REPAIR AND INSTALLATION OF
 PLUMBING SYSTEMS, LIFT STATIONS
 MILEPOST 0.0 TO MILEPOST 24.5 ON POLK PARKWAY
 MILEPOST 0.0 TO MILEPOST 16.6 ON VETERANS'S EXPRESSWAY
 MILEPOST 16.7 TO MILEPOST 61.0 ON SUNCOAST PARKWAY**

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

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY OF ITEM*	UNIT RATE	PAY ITEM TOTAL
4	Journeyman Plumber, Regular Hourly Rate	Hour	300	\$ _____.	\$ _____.
5	Apprentice Plumber, Regular Hourly Rate	Hour	50	\$ _____.	\$ _____.
6	Journeyman Plumber, Overtime Hourly Rate	Hour	100	\$ _____.	\$ _____.
7	Apprentice Plumber, Overtime Hourly Rate	Hour	50	\$ _____.	\$ _____.
8	Journeyman Electrician, Regular Hourly Rate	Hour	20	\$ _____.	\$ _____.
9	Apprentice Electrician, Regular Hourly Rate	Hour	10	\$ _____.	\$ _____.
10	Journeyman Electrician, Overtime Hourly Rate	Hour	10	\$ _____.	\$ _____.
11	Apprentice Electrician, Overtime Hourly Rate	Hour	10	\$ _____.	\$ _____.

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

Subtotal Amount of Pay Item Nos. 4 – 11: \$ _____.

Name of Business _____

**EXHIBIT "C" - BID BLANK
 MAINTENANCE, REPAIR AND INSTALLATION OF
 PLUMBING SYSTEMS, LIFT STATIONS
 MILEPOST 0.0 TO MILEPOST 24.5 ON POLK PARKWAY
 MILEPOST 0.0 TO MILEPOST 16.6 ON VETERANS'S EXPRESSWAY
 MILEPOST 16.7 TO MILEPOST 61.0 ON SUNCOAST PARKWAY**

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

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY OF ITEM*	UNIT RATE	PAY ITEM TOTAL
12	Equipment for Confined Space Entry Daily Rate Per Person, Per Day	Day	5	\$_____.	\$_____.
13	Confined Space Attendant (remains outside the confined space during entry operations), Regular Hourly Rate	Hour	5	\$_____.	\$_____.
14	Confined Space Attendant (remains outside the confined space during entry operations), Overtime Hourly Rate	Hour	5	\$_____.	\$_____.
15	4" By-Pass Pump System Including Operator, Per Day	Day	5	\$_____.	\$_____.
16	2" By-Pass Pump System Including Operator, Per Day	Day	5	\$_____.	\$_____.
17	Sewage Removal and Disposal during normal working hours (8:00 AM to 5:00 PM, Monday through Friday, excluding State holidays)	Gallon	6,000	\$_____.	\$_____.
18	Sewage Removal and Disposal (before 8:00 AM or after 5:00 PM, all day Saturday, Sunday and State holidays)	Gallon	3,000	\$_____.	\$_____.

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

Subtotal Amount of Pay Item Nos. 12 – 18: \$_____.

Name of Business _____

**EXHIBIT "C" - BID BLANK
 MAINTENANCE, REPAIR AND INSTALLATION OF
 PLUMBING SYSTEMS, LIFT STATIONS
 MILEPOST 0.0 TO MILEPOST 24.5 ON POLK PARKWAY
 MILEPOST 0.0 TO MILEPOST 16.6 ON VETERANS'S EXPRESSWAY
 MILEPOST 16.7 TO MILEPOST 61.0 ON SUNCOAST PARKWAY**

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

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY OF ITEM*	UNIT RATE	PAY ITEM TOTAL
19	Vacuum/Jet Truck, Including an Operator Regular Hourly Rate	Hour	40	\$ _____.	\$ _____.
20	Vacuum/Jet Truck, Including an Operator Overtime Hourly Rate	Hour	20	\$ _____.	\$ _____.
21	Combination (Earth Excavating Equipment), Including an Operator Regular Hourly Rate	Hour	20	\$ _____.	\$ _____.
22	Combination (Earth Excavating Equipment), Including an Operator Overtime Hourly Rate	Hour	20	\$ _____.	\$ _____.
23	4" De-Watering Pump, per Day	Day	5	\$ _____.	\$ _____.
24	2' De-Watering Pump, per Day	Day	5	\$ _____.	\$ _____.
25	Parts Allowance for Repairs, Installation and Replacement (Dollars Available)	Dollars	\$15,000.00	\$15,000.00	\$15,000.00
26	Mark-Up Allowance for Parts (Fixed Percentage %, not to exceed 20%)	Percent	\$15,000.00 (Parts Allowance Mark-up)	_____ %	\$ _____.

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

Subtotal Amount of Pay Item Nos. 19 – 26: \$ _____.

Name of Business _____

**EXHIBIT "C" - BID BLANK
 MAINTENANCE, REPAIR AND INSTALLATION OF
 PLUMBING SYSTEMS, LIFT STATIONS
 MILEPOST 0.0 TO MILEPOST 24.5 ON POLK PARKWAY
 MILEPOST 0.0 TO MILEPOST 16.6 ON VETERANS'S EXPRESSWAY
 MILEPOST 16.7 TO MILEPOST 61.0 ON SUNCOAST PARKWAY**

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

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY OF ITEM*	UNIT RATE	PAY ITEM TOTAL
27	Maintenance of Traffic	Each	2	\$ _____.	\$ _____.
28	Barricade, Temporary, Types, I, II, DI, VP & DRUM (Including Type B Lights)	Per Each Per Day	200	\$ _____.	\$ _____.
29	Barricade, Type III	Per Each Per Day	8	\$ _____.	\$ _____.
30	Traffic Cones	Per Each Per Day	100	\$ _____.	\$ _____.
31	Warning Sign	Per Each Per Day	16	\$ _____.	\$ _____.
32	Regulatory Sign	Per Each Per Day	4	\$ _____.	\$ _____.
33	Advance Warning Arrow Panel	Per Each Per Day	2	\$ _____.	\$ _____.
34	Portable Changeable Message Sign, Temporary, Variable Message Sign	Per Each Per Day	4	\$ _____.	\$ _____.
35	Advance Warning Vehicle w/arrow Panel and Truck Mounted Attenuator	Per Each Per Day	2	\$ _____.	\$ _____.

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

Subtotal Amount of Pay Item Nos. 27 – 35: \$ _____.

Name of Business _____

**EXHIBIT "C" - BID BLANK
MAINTENANCE, REPAIR AND INSTALLATION OF
PLUMBING SYSTEMS, LIFT STATIONS
MILEPOST 0.0 TO MILEPOST 24.5 ON POLK PARKWAY
MILEPOST 0.0 TO MILEPOST 16.6 ON VETERANS'S EXPRESSWAY
MILEPOST 16.7 TO MILEPOST 61.0 ON SUNCOAST PARKWAY**

SUBTOTAL AMOUNT FOR PAY ITEM NOS. 1 – 3: \$ _____

SUBTOTAL AMOUNT FOR PAY ITEM NOS. 4 – 11: \$ _____

SUBTOTAL AMOUNT FOR PAY ITEM NOS. 12 – 18: \$ _____

SUBTOTAL AMOUNT FOR PAY ITEM NOS. 19 – 26: \$ _____

SUBTOTAL AMOUNT FOR PAY ITEM NOS. 27 – 35: \$ _____

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

* All payment(s) to the Vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

Name of Business _____

**EXHIBIT "C" - BID BLANK
MAINTENANCE, REPAIR AND INSTALLATION OF
PLUMBING SYSTEMS, LIFT STATIONS
MILEPOST 0.0 TO MILEPOST 24.5 ON POLK PARKWAY
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MILEPOST 16.7 TO MILEPOST 61.0 ON SUNCOAST PARKWAY**

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

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

- Bid Blank: Exhibit C, Page C-1 through C-7.
- A copy of the firm's Business Tax Receipt, stating the name of the Bidder's business, the street address of the business where all the work covered under the contract will be handled, and the type of work that covers the services being called for in the contract.
- A copy of the Vendor's current certificate/license as a Plumber issued by the Florida Department of Business and Professional Regulations. (Refer to Exhibit "A", Vendor's Qualifications)
- A copy of the Vendor's or sub-vendor's current certificate/license as an Electrical Vendor issued by the Florida Department of Business and Professional Regulations. (Refer to Exhibit "A", Vendor's Qualifications).
A Class "C" Wastewater Collection Certification issued by the Florida Water and Pollution Control Operators Association, Operators Voluntary Certification Program (Refer to Exhibit "A", Vendor's Qualifications)
- All forms supplied with the bid package (Forms 1 - 4) Form 5 if applicable. Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each form.

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

Mail Address: _____ M.B.E. yes _____ no _____

Street Address: _____

City: _____ County: _____ State: _____ Zip: _____ - _____

Phone Number: () _____ - _____ Fax No. () _____ - _____

Emergency Contact Information (After Hours): _____ E-mail Address: _____

Name: _____ Phone Number: () _____ - _____ Cell Phone Number () _____ - _____

Name: _____ Phone Number: () _____ - _____ Cell Phone Number () _____ - _____

Authorized Signature: _____ Title: _____
Owner, President, Vice President or Designated Officer (Corp. Resolution)

Print/Type Name: Mr. _____ Ms. _____ Date: _____