

**FLORIDA DEPARTMENT OF  
TRANSPORTATION**



**ITB-DOT-14/15-8006-RM**

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**

**FOR**

**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 25.0  
ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 100.0**

**ESTIMATED QUANTITIES CONTRACT**

**FPI No. 432283-3-52-01 & 432283-4-52-01**

## 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, December 2, 2014** for the following project:

#### **BID NO. ITB-DOT-14/15-8006-RM**

**SCOPE OF SERVICES:** The Florida's Turnpike Enterprise hereafter referred to as the "Department" seeks the services of a qualified, experienced and licensed Vendor to provide all labor, materials, equipment and incidentals necessary to remove, dispose, furnish, deliver and install two (2) Toll Booth Ventilation Units (HVAC). The Addison PCA-021S 100% Outside Air Package Units are located at the Alligator Alley East (Milepost 25) and West (Milepost 100) Toll Plazas on the Everglades Parkway (I-75). The Vendor shall ensure that all materials, equipment and incidentals incorporated into the work 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 and subject to the terms of Chapter 6, Termination and Default, of the Standard Written Agreement.

##### 1 Certification and Registration

The Contractor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as an Air Conditioning Contractor (Class "A" and/or Class "B") or Mechanical Contractor, in strict accordance with Chapter 489, Florida Statutes, authorizing the Contractor to perform the specified work in Broward and Collier Counties.

##### 2 Business Location

The Contractor shall have a current and valid Business Tax Receipt which states the name of the Contractor, street address of the business where all the work covered under the Contract will be managed, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of service required in this Contract). If awarded the Contract, the Contractor shall be required to provide the Department verification of a Business Tax Receipt in the county(ies) the services are being provided prior to contract execution.

##### 3 Certification of Experience

The organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been licensed and actively involved in providing heating, ventilation and air conditioning (HVAC) services for a minimum of five (5) years. Prior experience shall be specifically related to the installation/replacement of HVAC systems in commercial facilities similar in size, technical scope and volume of work specified in the scope of work for this Contract. The Contractor shall submit documentation of the work experience with the bid package

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

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

**For services contracts, all out-of-State corporations, out-of-State limited liability companies, and out-of-State limited partnerships must be authorized to do business in the State of Florida.** For authorization, contact: Florida Department of State, Tallahassee, Florida 32399, (850) 245-6051.

**For services contracts, all Bidders, Proposers, and Respondents must be properly licensed if the business being provided requires that individuals be licensed by the FL Department of Business and Professional Regulation.** For licensing, contact: Florida Department of Business and Professional Regulation, Tallahassee, Florida 32399-0797, (850) 487-1395.

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

#### **Public Meeting Notices and Meeting Agendas:**

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

**MFMP Transaction Fee:**

All payment(s) to the vendor(s) resulting from the contract(s) established by this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee unless the transaction is exempt from the Transaction Fee pursuant to Rule 60A-1.032, Florida Administrative Code.

**Scrutinized Companies Lists**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. A vendor on either Scrutinized List may not bid on, submit a proposal for, or enter into or renew a contract for commodities and/or contractual services of \$1 million or more.

**PRE-BID CONFERENCE: A MANDATORY** pre-bid conference is scheduled for Tuesday, November 18, 2014 at 1:00 p.m. The meeting will be held at Florida's Turnpike Pompano Operations Center, Milepost 65, Auditorium B, Pompano Beach, FL 33069. An Optional Site Visit will immediately follow the Pre-Bid Conference.

**FAILURE OF A BIDDER TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN REJECTION OF THE BID.**

**HOW TO OBTAIN BID DOCUMENTS:** Prospective bidders may request and obtain a complete Invitation to Bid (ITB) including specifications and general bid conditions for the above-referenced project at no cost by visiting the website below

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**

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**ALL VENDORS MUST COMPLETE AND RETURN THIS FORM TO THE ABOVE ADDRESS OR  
FAX TO: (407) 264-3058, ATTN: Robin Morgan**

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**ITB Number:** ITB-DOT-14/15-8006-RM

**Title:** Toll Booth Ventilation Units (HVAC) Replacement - Alligator Alley East Toll Plaza, Everglades Parkway (I-75), MP 25.0 and Alligator Alley West Toll Plaza, Everglades Parkway (I-75), MP 100.0

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**Bid Due Date and Time:** Due on December 2, 2014 at 2:30 PM (Local Time)

**NOTE:** FAILURE TO REGISTER YOUR CORPORATION OR LLC'S INTEREST IN THIS SOLICITATION MAY CAUSE YOUR CORPORATION OR LLC NOT TO RECEIVE IMPORTANT INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE SUBMITTAL AND CONSIDERATION FOR AWARD OF A CONTRACT.

**THE INVITATION TO BID (ITB) DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE.** To receive notice of changes (addenda), please notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and **fax this sheet only** to Florida's Turnpike Enterprise, Contractual Services Office, (407) 264-3058 Attn: Robin Morgan or mail to the address noted above.

**PLEASE PRINT CLEARLY**

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Phone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

For additional information on this process, you may call Robin Morgan at (407) 264-3697.

**FLORIDA DEPARTMENT  
OF TRANSPORTATION**



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**ESTIMATED QUANTITIES CONTRACT**

**FPI No. 432283-3-52-01 & 432283-4-52-01**

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**State of Florida  
Department of Transportation**



**INVITATION TO BID**

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**ESTIMATED QUANTITIES CONTRACT**

**FPI No. 432283-3-52-01 & 432283-4-52-01**

**MAIL BIDS, ADMINISTRATIVE  
AND TECHNICAL QUESTIONS TO:**

**Ms. Robin Morgan  
Florida Department of Transportation  
Florida's Turnpike Enterprise  
P. O. Box 613069  
Ocoee, FL 34761-3069  
Phone: (407) 264-3697  
Fax: (407) 264-3058  
Email: [robin.morgan@dot.state.fl.us](mailto:robin.morgan@dot.state.fl.us)**

**SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:**

**Robin Morgan  
Florida's Turnpike Enterprise  
Florida's Turnpike, Milepost 263.0  
Building No. 5315, Turkey Lake Service Plaza  
Ocoee, Florida 34761-3069**

# INTRODUCTION SECTION

## 1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide, all labor, materials, equipment and incidentals necessary to remove, dispose, furnish, deliver and install two (2) Toll Booth Ventilation Units (HVAC). The Addison PCA-021S 100% Outside Air Package Units are located at the Alligator Alley East (Milepost 25) and West (Milepost 100) Toll Plazas on the Everglades Parkway (I-75). The Vendor shall ensure that all materials, equipment and incidentals incorporated into the work are completely free of any type of asbestos materials.

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

## 2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (addenda) will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://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
<b>Mandatory</b> Pre-Bid Conference and optional Site Visit* for Interested Firms (See Note 2)	Tuesday, November 18, 2014 1:00 pm  BRING A COPY OF THIS PACKAGE TO THE MEETING	TP- Eleanor Register Turnpike Operations Center, Pompano Beach Service Plaza Milepost 65.0, Pompano Beach, FL 33069 - Auditorium B
Deadline for Technical Questions (No deadline for Administrative Questions)	Tuesday, November 25, 2014 5:00 pm	Via email to <a href="mailto:robin.morgan@dot.state.fl.us">robin.morgan@dot.state.fl.us</a> Type ITB-DOT-14/15-8006-RM in the subject box.
Bids Due  (see Note 1 and Note 2)	Tuesday, December 2, 2014 2:30 pm	Turnpike Enterprise Headquarters Turkey Lake Service Plaza Florida's Turnpike, Milepost 263.0 Building 5315, Ocoee, Florida 34761 Phone: (407) 532-3999
Posting of Intended Award	Tuesday, December 9, 2014, 5 pm through Friday, December 12, 2014, 5 pm	Internet's Vendor Bid System

**Note 1: 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. Bids which for any reason are not so delivered will not be considered.**

**Note 2: All meetings listed in timeline, are open to the public.**

\*An Optional Site Visit will immediately follow the Mandatory Pre-Bid Conference.



### **3) BID OPENING AGENDA**

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

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

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

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

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

### **4) SPECIAL ACCOMMODATIONS**

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

## **SPECIAL CONDITIONS**

### **1) MyFloridaMarketPlace**

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**

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

### **3) QUESTIONS & ANSWERS**

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

Any technical questions arising from this Invitation to Bid must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://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:  
**Robin Morgan at [robin.morgan@dot.state.fl.us](mailto:robin.morgan@dot.state.fl.us) (please note ITB-DOT-14/15-8006-RM in the subject box).**

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: **(407) 264-3697**.

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

**5) DIVERSITY ACHIEVEMENT**

**MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION**

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

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

**6) SCOPE OF SERVICES**

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

**7) INTENDED AWARD**

The Department intends to award this Contract to the responsive and responsible bidder that submits the lowest responsive bid. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with Section 295.187(4), Florida Statute, and 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 Timeline. The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services and respond to questions from potential bidders regarding the Scope of Services, ITB requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, effect the work to be performed. Any changes and/or resulting addenda to the ITB will be the sole prerogative of the Department. An optional Site Visit will immediately follow the Mandatory Pre-Bid Conference.

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

## **9) QUALIFICATIONS**

### **9.1 GENERAL**

The Vendor shall maintain and keep in force throughout the life of the contract, renewals, extensions, and 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.

#### **9.1.1 Certification and Registration**

The Contractor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as an Air Conditioning Contractor (Class "A" and/or Class "B") or Mechanical Contractor, in strict accordance with Chapter 489, Florida Statutes, authorizing the Contractor to perform the specified work in Broward and Collier Counties.

#### **9.1.2 Business Location**

The Contractor shall have a current and valid Business Tax Receipt which states the name of the Contractor, street address of the business where all the work covered under the Contract will be managed, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of service required in this Contract). If awarded the Contract, the Contractor shall be required to provide the Department verification of a Business Tax Receipt in the county(ies) the services are being provided prior to contract execution.

#### **9.1.3 Certification of Experience**

The organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been licensed and actively involved in providing heating, ventilation and air conditioning (HVAC) services for a minimum of five (5) years. Prior experience shall be specifically related to the installation/replacement of HVAC systems in commercial facilities similar in size, technical scope and volume of work specified in the scope of work for this Contract. The Contractor shall submit documentation of the work experience with the bid package

### **9.2 BIDDER QUALIFICATIONS**

When submitting the bid, each bidder must submit a written statement ("Certification of Experience Documentation" form 1), 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

Vendors/Contractors

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

#### 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, Florida Department of Transportation, Turnpike Enterprise, P.O. Box 613069, Ocoee, Florida 34761-3069, attention Robin Morgan** within ten (10) days after the ending date of the period for posting the intended award decision.

( ) No general liability insurance is required.

(x) The Vendor must carry and keep in force during the period of this Contract a general liability insurance policy or policies with a company authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least \$ 200,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 200,000.00 each occurrence, for the services to be rendered in accordance with this Contract.

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 insured.

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**

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

(X) For this Contract, a performance and payment bond for 100% of the Contract amount will be required to be maintained in effect, throughout the life of the Contract. The Contractor shall 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 Contract according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

**13) METHOD OF COMPENSATION**

Details of the method of compensation, for the Vendor are described in Exhibit "B", Method of Compensation, attached hereto and made a part hereof.

**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) SCRUTINIZED COMPANIES LIST**

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

## **19) RESERVATIONS**

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

## **20) ADDITIONAL TERMS & CONDITIONS**

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

## **21) RESPONSIVENESS OF BIDS**

Bids will not be considered if not received by the Department on or before the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to provide the services specified in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid requirements, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the Bid Blank 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 Blank to submit its bid. The Bid Blank must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All Bid Blanks 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-14/15-8006-RM - 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 Department of Transportation**  
Robin Morgan  
Florida's Turnpike Enterprise  
Florida's Turnpike, Milepost 263.0  
Building No., 5315, Turkey Lake Service Plaza  
Ocoee, Florida, 34761-3069  
**Phone # (407) 264-3697**

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

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice or protest may be Faxed to 850-414-5164), 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, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

### **29.3 - Request to Withdraw Bid:**

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

## **30) AWARD OF THE CONTRACT**

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

- a) A Standard Written Agreement executed by both parties.



### **31) ATTACHED FORMS**

- Form 1 - Certification of Experience Documentation (two pages)
- Form 2 - Drug-Free Workplace Program Certification
- Form 3 - Asbestos Notification
- Form 4 - Scrutinized Companies Lists (bids of \$1 million or more)
- Form 5 - Corporate Resolution (if applicable)
- Form 6 - Performance Bond

### **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:

- Standard Written Agreement
- Special Conditions
- Scope of Services
- Method of Compensation
- Bid Blank
- Attachments
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)

### **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

**FLORIDA DEPARTMENT  
OF TRANSPORTATION**



**FORMS**

**ITB-DOT-14/15-8006-RM**

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**

**FOR**

**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 25.0  
ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 100.0**

**ESTIMATED QUANTITIES CONTRACT**

**FPI No. 432283-3-52-01 & 432283-4-52-01**

**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 5 years and has the experience to perform the services requested by ITB-DOT-14/15-8006-RM.

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 work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (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: \_\_\_\_\_

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

Client Name: \_\_\_\_\_ Client's Project Manager: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: ( ) \_\_\_\_ - \_\_\_\_\_ Fax: ( ) \_\_\_\_ - \_\_\_\_\_

Project Description: \_\_\_\_\_

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

Client Name: \_\_\_\_\_ Client's Project Manager: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: ( ) \_\_\_\_ - \_\_\_\_\_ Fax: ( ) \_\_\_\_ - \_\_\_\_\_

Project Description: \_\_\_\_\_

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

Client Name: \_\_\_\_\_ Client's Project Manager: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: ( ) \_\_\_\_ - \_\_\_\_\_ Fax: ( ) \_\_\_\_ - \_\_\_\_\_

Project Description: \_\_\_\_\_

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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 49% 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

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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  
**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

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

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. This requirement is not applicable to federally funded contracts.

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

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

**CORPORATE RESOLUTION OF**

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**(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., John Doe, Division 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



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

\_\_\_\_\_ (hereinafter called Vendor) of \_\_\_\_\_  
(name) (address)

\_\_\_\_\_ and  
\_\_\_\_\_ (hereinafter called Surety) of

\_\_\_\_\_,  
(name) (address)

duly authorized to do business in the State of Florida, are held and firmly bound unto the State of Florida in the full and just  
sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

lawful money of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the  
Department), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally and firmly by these presents;

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ in \_\_\_\_\_ County(ies),

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

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

WITNESS the signature of the Vendor and the signature of the Surety by \_\_\_\_\_ its

\_\_\_\_\_ (Agent or Attorney-in-Fact, or otherwise)  
with seals of said Vendor and Surety hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_,

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

\_\_\_\_\_  
Vendor  
BY: \_\_\_\_\_  
Authorized Signature(s)  
TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary/Notary

Name/Telephone #: \_\_\_\_\_  
Address: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

NOTE: Attach Power of attorney showing authority of Surety's Agent or Attorney-in-Fact. This bond is not for public works contracts required by  
Section 255.05, Florida Statutes.

**FLORIDA DEPARTMENT  
OF TRANSPORTATION**



**STANDARD WRITTEN AGREEMENT**

**ITB-DOT-14/15-8006-RM**

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**

**FOR**

**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 25.0  
ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 100.0**

**ESTIMATED QUANTITIES CONTRACT**

**FPI No. 432283-3-52-01 & 432283-4-52-01**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**

Agreement No.: \_\_\_\_\_

Financial Project I.D.: 432283-3-52-01 & 432283-4-52-01

F.E.I.D. No.: \_\_\_\_\_

Appropriation Bill Number(s)/Line Item Number(s) for 1<sup>st</sup> year of contract, pursuant to 216.313, F.S. \_\_\_\_\_  
(required for contracts in excess of \$5 million)

Procurement No.: ITB-DOT-14/15-8006-RM

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

BY THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and \_\_\_\_\_, duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with providing labor, materials, equipment and incidentals necessary to remove, dispose, furnish, deliver and install two (2) Toll Booth Ventilation Units (HVAC) at the Alligator Alley East (MP 25.0) and West (MP 100.0), Toll Plazas on the Everglades Parkway (I-75), the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida 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

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

2. TERM

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

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department’s invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department’s Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and the Department’s Disbursement Handbook – For Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

No general liability insurance is required.

- The Vendor and/or subcontractor(s), if applicable, shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in with this Agreement in the amount of \$ \_\_\_\_\_.

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

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

o No Bond is required.

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

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

## 5. COMPLIANCE WITH LAWS

A. The Vendor shall allow public access to all documents, papers, 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. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

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

7. ASSIGNMENT AND SUBCONTRACTS

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

B. Select the Appropriate box:

The following provision is not applicable to this Agreement:

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

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

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

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

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

PRIDE Enterprises  
12425 – 28<sup>th</sup> 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. Vendors:

1. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of the Contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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: Exhibit "A", Scope of Services; Attachments A-D; Exhibit "B", Method of Compensation; Exhibit "C", Bid Blank; PUR 1000; and PUR 1001.

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)

Diane Gutierrez-Scaccetti  
(Print/Type)

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

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

\_\_\_\_\_  
Procurement Office

\_\_\_\_\_

**FLORIDA DEPARTMENT  
OF TRANSPORTATION**



**PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS**

**ITB-DOT-14/15-8006-RM**

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**

**FOR**

**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 25.0  
ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 100.0**

**ESTIMATED QUANTITIES CONTRACT**

**FPI No. 432283-3-52-01 & 432283-4-52-01**

**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.
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7. Convicted Vendors.
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9. Respondent's Representation and Authorization.
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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) "Timeline" 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 Timeline. Questions shall be answered in accordance with the Timeline. 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 thirty (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 thirty-five thousand (\$35,000) 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 (3) 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 (3) 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. The 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.

The 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. The Respondent may be disqualified from receiving awards if the 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 Timeline. 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 Timeline the Buyer shall electronically post a notice of intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](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 seventy-two (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 (72) 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 seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**FLORIDA DEPARTMENT  
OF TRANSPORTATION**



**PUR 1000 GENERAL CONTRACT CONDITIONS**

**ITB-DOT-14/15-8006-RM**

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**

**FOR**

**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 25.0  
ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 100.0**

**ESTIMATED QUANTITIES CONTRACT**

**FPI No. 432283-3-52-01 & 432283-4-52-01**

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

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**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, the 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. The 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. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation by The 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. The 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, the Contractor shall remove it from the premises within ten (10) 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 (10) days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. The 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.

The 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 (3) 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://dhis.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 three (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 thirty (30) days after receipt of order (ARO), and an order specifies delivery will occur both in excess of thirty (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 (12) 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.



**FLORIDA DEPARTMENT  
OF TRANSPORTATION**



**EXHIBIT "A"**

**SCOPE OF SERVICES**

**ITB-DOT-14/15-8006-RM**

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**

**FOR**

**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 25.0  
ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 100.0**

**ESTIMATED QUANTITIES CONTRACT**

**FPI No. 432283-3-52-01 & 432283-4-52-01**

## EXHIBIT "A" SCOPE OF SERVICES

### TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MILEPOST 25.0 ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MILEPOST 100.0

#### 1.0 Introduction

##### 1.1 Description of Services

The work specified in this Contract consists of providing all labor, materials, equipment and incidentals necessary to remove, dispose, furnish, deliver and install two (2) Toll Booth Ventilation Units (HVAC). The Addison PCA-021S 100% Outside Air Package Units are located at the Alligator Alley East (Milepost 25.0) and West (Milepost 100.0) Toll Plazas on the Everglades Parkway (I-75).

##### 1.2 Definition of Terms

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

**Contract:** The 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.

**Department:** Florida Department of Transportation, Florida's 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.

**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.

**Work Document (Work Authorization):** A written authorization issued to the Vendor to proceed with work, which will identify the work location, describe the work, and specify the day the work is to be completed.

## 2.0 Location and Site Description

All existing locations and equipment are listed in the Attachment "B", attached hereto and hereby made a part of this Contract. Additional sites 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 effect or impact the pay item unit prices bid by the Vendor.

## 3.0 Vendor's Qualifications

The Vendor shall maintain and keep in force throughout the duration of the project, 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 and Registration

The Vendor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as an Air Conditioning Vendor (Class "A" and/or Class "B") or Mechanical Vendor, in strict accordance with Chapter 489, Florida Statutes, authorizing the Vendor to perform the specified work in Broward and Collier Counties.

### 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 managed, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of service required in this Contract). If awarded the Contract, the Vendor shall be required to provide the Department verification of a Business Tax Receipt in the county(ies) the services are being provided prior to contract execution.

### 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 heating, ventilation and air conditioning (HVAC) services for a minimum of five (5) years. Prior experience shall be specifically related to the installation/replacement of HVAC systems in commercial facilities similar in size, technical scope and volume of work specified in the scope of work for this Contract. The Vendor shall submit documentation of the work experience with the bid package.

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

### 3.3 Performance and Payment Bond

- No performance and payment bond will be required to bid for this Contract.
- For this Contract, a performance and payment bond for 100% of the Contract amount will be required to be maintained in effect, throughout the life of the Contract. The Vendor shall 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 Contract according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

#### **4.0 Vendor's Responsibilities (Scope of Work)**

##### **4.1 Toll Booth Ventilation Units (HVAC) Replacements**

It is the intent of this Contract to replace existing Toll Booth Ventilation Units and components with new Toll Booth Ventilation (HVAC) systems and components at the locations listed on the Attachment "B". The Vendor shall provide all labor, equipment, tools, materials, hoists/lifts, safety equipment, lighting, transportation, incidentals, etc. necessary to remove and dispose of the existing units, metering devices, heaters, piping and insulation, ductwork, incidentals, etc. as required and furnish and install new HVAC equipment including all incidentals required to provide complete operational HVAC systems which meet all applicable local, state and federal code requirements. The scope shall include, but is not limited to, the following:

- A. Furnish new HVAC equipment which is completely compatible (voltage, BTU, phase, cooling, heating, tonnage, size, performance characteristics, duct configuration, etc.) with all existing HVAC equipment (see Attachment "A"). The approved air conditioning equipment is as follows:
  - 1. ADDISON MODEL PCA-021S POST AND RAIL OR SLAB DX 100% OUTSIDE AIR FRONT DISCHARGE PACKAGED UNIT
- B. The new units shall come equipped with modulating hot gas reheat with varispeed head pressure control, aluminum cleanable filters, interlock relay for remote gas heat, standard efficiency blower motor and vinyl coated wire coil guard.
- C. Equivalent manufacturer's equipment shall meet or exceed the specifications of the approved manufacturer's equipment. However, approval and acceptability of all equipment shall be determined by the Contract Manager.
- D. Immediately upon issuance of the Notice to Proceed (NTP), the Vendor shall visit each site and inspect the existing HVAC systems which are to be replaced. The Vendor shall utilize the information gathered from the site visits to develop their work plan for each HVAC system. Should the Vendor observe any conditions which might affect the work, the conditions shall be specified in the work plan. All site visits shall be accomplished within fourteen (14) calendar days after the Notice to Proceed.
- E. The Vendor shall submit a detailed work plan to the Contract Manager at least three (3) weeks in advance of each HVAC system replacement for review and approval. The work plan shall fully explain and include the work schedule, work sequencing, time durations for each work operation, method of removing existing equipment, names of personnel, hoisting requirements, all anticipated alterations, fabrications and/or modifications, hours of work, etc.

- F. Unless specified otherwise, all new equipment shall fit in the existing spaces, ductwork, curbs, pads, etc. and not cause any obstructions or code violations. Concrete pads shall extend no less than six (6) inches outside the new package units. Should the Vendor submit and receive approval of equipment which requires an extension to or replacement of the existing concrete pad(s), the Vendor shall provide the extension or replacement of the concrete pad at no additional cost to the Department. Concrete pads shall be level and on firm ground. The extended or replaced concrete pad shall be Class I Reinforced Concrete installed at the same thickness as the existing concrete pad. The pad extension shall be installed with 1' long, #4 reinforcing steel dowels (epoxied in place), 12" on center, penetrating 6" into the center (thickness) of the existing pad. New pads shall be Class I Reinforced Concrete, 6" thick with #4 reinforcing steel bars at 12" center to center each way. All materials and installation of reinforcing steel, dowels, forms and all related work and techniques shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Current Edition, and approved by the Contract Manager. In the event a pad is extended and the protecting bollards need to be relocated, this shall be done at no additional cost to the Department. Bollards shall not restrict access to any side of the unit(s).
1. All relocations, alterations, fabrications and modifications of piping, ductwork, skids, electrical components, pads, etc. to accommodate new equipment shall be the responsibility of the Vendor. Damages to any landscaping, exterior surfaces, structures or building components shall be repaired and restored to its original finish condition. All restorations and repair services are to be approved by the Contract Manager and performed at no additional cost to the Department. All finishes are to be restored to current conditions.
  2. The units shall have a minimum 36" clearance on all sides unless the manufacturer specifies otherwise.
  3. The Vendor shall ensure the new condensate drain pipes are tied into the existing dry wells and the dry wells are functional.
- G. It is intended that the new equipment be installed and made operational immediately after the removal of the existing equipment. Any preparation work shall be done prior to taking the existing HVAC system off line (i.e. delivery of new equipment and its components to the site, ductwork fabrication, removal of bollards, extensions to concrete pads, additional electrical work, etc.).
- H. The equipment shall have a minimum Seasonal Energy Efficiency Rating (SEER) of thirteen (13).
- I. The Vendor shall be responsible for upgrading all electrical systems and components (i.e. wiring, conduits, junction boxes, disconnects, breakers, incidentals, etc.) as per the manufacturer's specifications. The Vendor shall install new disconnects, conduits, wiring, clamps, anchors, etc. from the exterior disconnects onward.

- J. The Vendor shall remove and dispose of all existing equipment, ductwork, materials, refrigerant, piping, curbing, pads, etc. as required. This work includes disposing of all the materials in a licensed disposal site for each type of material and/or equipment as required by law. The Federal Clean Air Act requires that refrigerants must be recovered and not vented, effective July 1, 1992. The Vendor shall have recovery units certified by the Environmental Protection Agency (EPA) to comply with said Act and the EPA regulations.
- K. All exterior hardware (nuts, bolts, screws, straps, anchors, tapcons, clamps, etc.) shall be stainless steel. The Vendor shall anchor all units in accordance with these specifications:
  - 1. Install stainless steel 2" x 2" x 1/4" angles at each unit corner (4 in total).
    - a. Secure each angle to concrete with 1/4" x 2" stainless steel tap cons (2 per angle) and secure angle to unit with #10 stainless steel screws (2 per angle).
  - 2. Install 1/2" stainless steel eyebolts, embedded into concrete (1 on center of each side, 4 in total).
    - a. Install 1/4" stainless steel cable to eyebolts.
    - b. Install 3/8" eye and eye stainless steel turnbuckle with minimum 6" take up for disconnection/reconnection of strap for service. Provide two (2) straps per unit.
    - c. Provide 4" x 4" x 1/2" neoprene pad at each contact point.
- L. The Vendor shall provide three (3) Operation and Maintenance Manuals (O&M Manuals) for each type of equipment. The O&M Manuals shall be provided to the Department prior to final acceptance of the project.

#### 4.2 General Notes and Requirements

- A. All building permits will be procured by the Department. Do not include in your bid unit prices cost associated with acquiring permits and inspection fees. Comply with the provisions contained in these permits.
- B. All shop drawings shall be submitted for review by the Department. Review by the Department does not relieve the Vendor of responsibility for dimensional accuracy to ensure field fit and for conformity of the various components and details.
- C. The Vendor shall have a responsible person available on a twenty-four (24) hour basis, seven (7) days a week, in case of emergencies, or to address maintenance of traffic or other problems that might arise. The Vendor shall provide phone numbers and names of personnel designated to be contacted at any time. This contact listing shall be provided at the pre-work meeting.

#### 4.3 Vendor's Warranty Requirements

- A. The Vendor shall provide a one (1) year on-site labor, material and equipment warranty for each HVAC system furnished and installed, which shall begin from the date of final acceptance of the entire contract. The Vendor shall provide a five (5) year compressor part warranty which shall begin from the date of final acceptance of the entire contract. Three (3) copies of each warranty shall be submitted to the Department's Contract Manager. The final acceptance date will be the date on which the last system is accepted and will be the final acceptance date for all the systems.
- B. During the warranty period, repair or replace any components or work of the installations that fail to function properly due to defective materials or workmanship.
- C. Ensure warranties require the manufacturer to furnish replacements for any part or equipment found to be defective during the manufacturers' warranty period at no cost to the owner of the equipment within the project limits.

#### 4.4 Parts or Materials used for Repair, Installation or Replacement Work

- A. Parts or materials provided by the Vendor for installation or replacement work shall be new. Rebuilt or repaired parts will not be accepted, unless otherwise approved by the Department in advance of repair or installation.
- B. All parts or materials shall be of a brand or quality equal to or superior than the ones being replaced and be completely compatible with the existing equipment or systems.
- C. The Vendor shall obtain prior approval from the Contract Manager for any parts/materials replacement.
- D. The Department reserves the right to make other arrangements for purchasing parts/materials necessary for repair at any time.
- E. The Vendor shall ensure that all parts, materials, equipment and incidentals incorporated into the work are completely free of any type of asbestos materials.

#### 4.5 Tools and Equipment

The Vendor shall be responsible for providing all tools or equipment (owned, leased, rented, etc.) that are, or may be needed for this project. The Vendor is responsible for securing all tools and equipment when left on-site. The Department shall not be liable for lost, misplaced or stolen equipment or items. The Department shall hold the Vendor liable for any damages inflicted on the facility or site by the misuse of equipment.

#### 4.6 Reports and Documentation

Reports and documentation will not be required in this Contract.

#### 4.7 Submittals

At the Pre-Work Conference, the Vendor shall submit a copy of the following documents to the Contract Manager for the Department's review, record, and file.

- A. A list of all personnel anticipated for employment under this Contract, including the Vendor's Project Manager and a minimum of two (2) qualified journeymen or technicians with a copy of their qualifications. All technicians performing work under this Contract shall possess Type II or Universal certification from an EPA approved organization.
- B. Any new personnel to be added to the Contract shall require advanced approval by the Department's Contract Manager. Only the personnel approved by the Department are to be assigned to perform work under this Contract. Such approval shall not be unreasonably withheld.
- C. A project work schedule which shall include the services to be performed.
- D. The Vendor shall provide a copy of all product data, performance characteristics, catalog cuts, etc., necessary to evaluate all equipment and accessories. The Contract Manager has four (4) weeks to review the submittal from the date of receipt.

#### 4.8 Work Schedule

- A. The Vendor shall perform all work during normal business hours, **Monday through Friday, excluding holidays, from 7:00 A.M. to 5:00 P.M.**, unless otherwise approved by the Contract Manager.
- B. Any changes or deviations from the schedule or other relevant problems or situations pertaining to the schedule shall be immediately brought to the attention of the Contract Manager.

#### 4.9 Supervision and Quality

The Vendor shall supervise and direct the work completely and efficiently. The Vendor shall be solely responsible for the means, methods, techniques and sequences of work.

#### 4.10 Sign-in and Sign-out

Upon arrival to a toll plaza or any site/location, the Vendor's employees shall immediately report to the Department's Toll Plaza Supervisor on duty and sign-in, completing all information in the Toll Plaza Visitor's Log. All employees of the Vendor shall sign-out after the end of each work day.

#### 4.11 Work Status

- A. During the performance of all services, the Vendor shall keep the Contract Manager informed on a regular basis of the status of the work.
- B. Any work or issues that are identified during the Vendor's operations shall be discussed and addressed only with the Contract Manager or his designee.

#### 4.12 Lighting and Water Source at the Jobsite

- A. If the existing lighting at the jobsite is not adequate, additional lighting shall be provided by the Vendor. The Department will not be responsible to provide additional lighting that may be required to perform or inspect the work.



- B. The Department commonly has a water source at each site (except at hubs and some communication buildings) and will supply as necessary for the performance of the work. However, if for any reason, water is not available at the jobsite or is not of sufficient volume or pressure, the Vendor shall be responsible for transporting/providing water to the work site.

#### 4.13 Notification of Damages and Damage Repair

The Vendor shall notify the Contract Manager verbally and/or by email of any damages to the facilities or property of the traveling public as a result of the Vendor's operations. The notification shall be completed during the next business day and include, at a minimum, the type of damage, location, and nature of the incident, time and date of occurrence, photos and any related injuries. The Vendor shall repair all damage within twenty-four (24) hours of the incident or at a time approved by the Contract Manager and at no additional cost to the Department.

#### 4.14 Cleanup and Disposal

- A. The Vendor shall maintain all worksite and setup areas in a clean, neat and presentable condition. The Vendor shall collect and remove all surplus, discarded materials and any other trash/debris caused by the work, from the Department's property to a proper dumpsite, approved for the disposal of each different type of material.
- B. Unless otherwise directed by the Contract Manager, any surplus/damaged parts or materials shall become the property of the Vendor and shall be disposed of properly.
- C. No separate payment will be made for cleanup. The Vendor shall be responsible for all disposal fees. All costs associated with clean-ups and disposals are incidental to this Contract and shall be included in the Vendor's bid unit price(s).
- D. Upon completion of all work and before final payment is made, remove from the job site any surplus materials or waste and restore the job site area to conditions acceptable to the Contract Manager.

#### 4.15 Uniforms

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

#### 4.16 Subletting or Assigning of Work

The Vendor shall not sublet, assign or transfer any work under this Contract without written consent by the Department. All sub-vendors are required to be qualified and certified for the work they intend to perform in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. Subletting of work shall not relieve the Vendor of his respective liabilities. The Department recognizes a sub-vendor only in the capacity of an employee or agent of the Vendor. The Vendor, sub-vendors, or any of their employees shall not perform any work that is beyond their technical capabilities or for which they are not licensed or certified.

## 5.0 Safety and Worker Protection

### 5.1 General Requirements

- A. The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Vendor shall take all necessary precautions for the safety of workers, customers and the public.
- B. The Vendor shall assume full liability for compliance with all federal, state and local regulations pertaining to the protection of workers and persons occupying adjacent Department property.
- C. The safety or protection of person(s), or work, or property at the site or adjacent thereto, the Vendor, without special instruction or authorization from the Contract Manager, is obligated to act to prevent threatened damages, injury or loss. The Vendor shall immediately report such incidents to the Contract Manager.
- D. The Vendor's employees shall always wear safety glasses when needed and safety vests with reflective stripes when working within the Department's Right of Way. Hard hats are to be used in areas of overhead hazards.
- E. The Vendor's vehicles and equipment shall have the company name, the company logo and the current company contact information clearly shown. The Vendor shall use amber strobe lights mounted on top of all vehicles/equipment. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the jobsite.

### 5.2 Delay of Work Due to Weather or Other Causes

When the work is delayed or precluded from being done on schedule, by inclement weather, natural disaster, emergency condition, other work performed by Department personnel, or another FDOT Vendor, the Vendor shall reschedule the work and advise the Contract Manager of the change in schedule caused by the weather or any other cause for the delay, such as the examples contained herein.

### 5.3 Lock-out/Tag-out

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

### 5.4 Maintenance of Traffic (MOT)

No lane closures are anticipated in this Contract.

## 5.5 U-Turns

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

## 6.0 The Department's Responsibilities

### 6.1 Administration of Contract

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

#### A. Project Manager

The Department has assigned a Project Manager to administer the terms and conditions of the contract. The Project Manager will be Mr. John McAllister, the Facilities Maintenance Manager. Mr. McAllister's office is located in the Turkey Lake Turnpike Operation Center Administration Office at the address shown below:

Delivery Address

Milepost 263 on Florida's Turnpike  
Turkey Lake Service Plaza, Bldg 5317  
Ocoee, FL 34761  
Phone: (407) 264-3310  
Fax: (407) 264-3350

Mailing Address

FDOT Turnpike Enterprise  
Post Office Box 613069  
Ocoee, FL 34761

#### B. Contract Manager

The Department's Contract Manager is Mr. Bernie Rodriguez. Mr. Rodriguez will be responsible for the day-to-day work assignments and inspections. All work shall be coordinated through the assigned Contract Manager. Mr. Rodriguez is available at (407) 264-3345.

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 Pre-work Conference

The Project or Contract Manager will contact the Vendor and schedule a pre-work conference prior to the start date of the Contract to review the work involved and the requirements of the Contract.

### 6.3 Periodic Inspection

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 are found to be unacceptable, which include but are not limited to: poor workmanship, improper application of materials as specified by the manufacturer, installation of wrong/incompatible parts, changes to facility/equipment design without Department approval, incomplete work, work not completed as specified on a work document, work not completed according to industry standard, work not in code compliance, work that does not meet with the requirements of the Contract. Such rejected work or materials shall be corrected with approved materials at the Vendor's sole 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 defects.

#### 6.4 Performance Evaluation

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

#### 7.0 Duration of Contract

Work shall commence upon the start date identified in the written Notice to Proceed from the Project Manager, for **ninety (90) calendar days**, which includes the work plan approval, site visits, procurement, and replacement work.

**FLORIDA DEPARTMENT  
OF TRANSPORTATION**



**ATTACHMENTS**

**ITB-DOT-14/15-8006-RM**

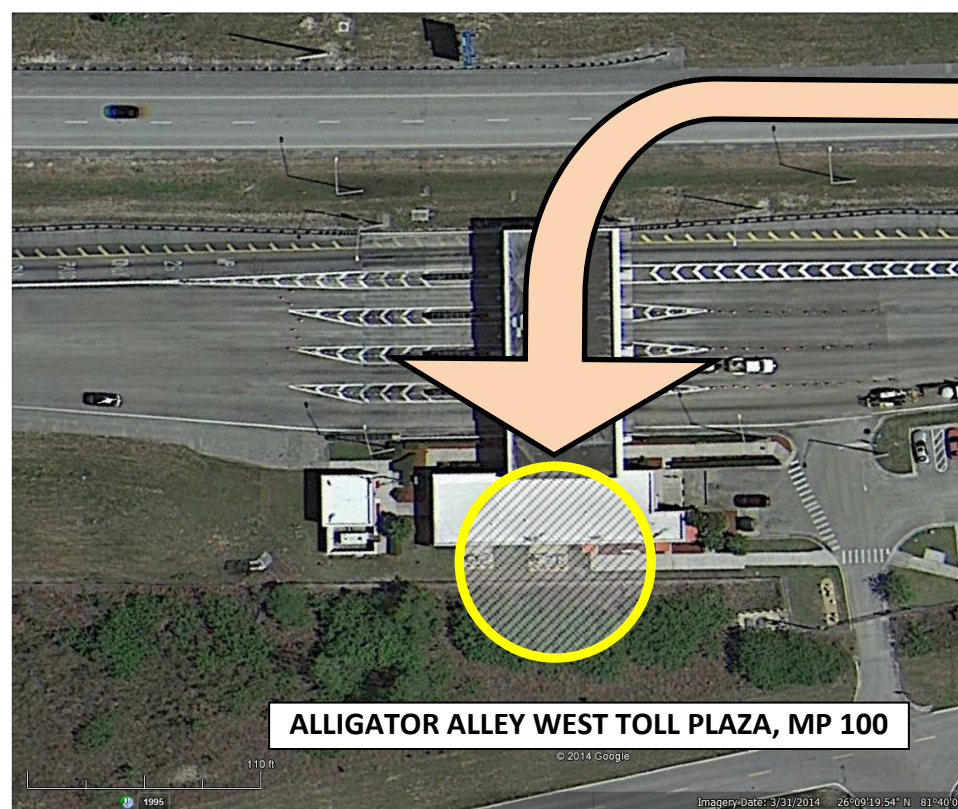
**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**

**FOR**

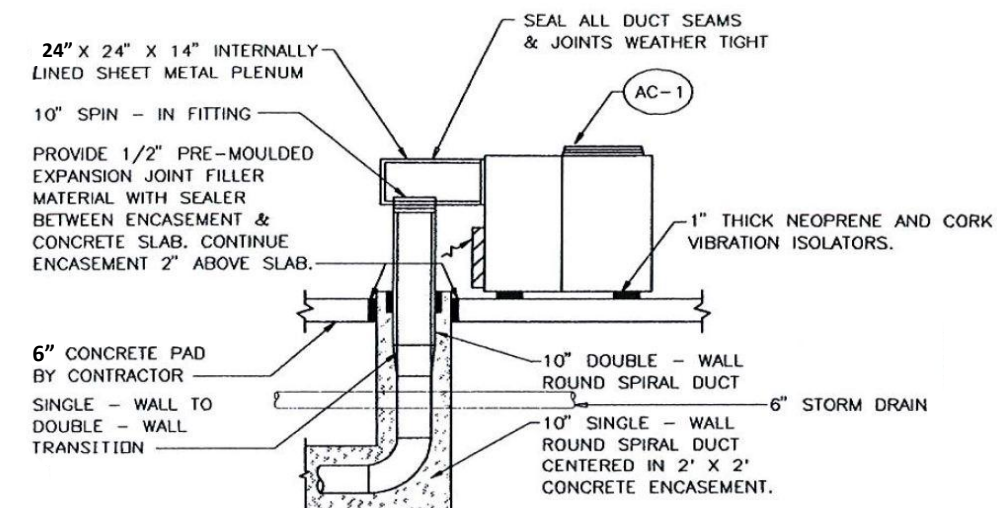
**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 25.0  
ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 100.0**

**ESTIMATED QUANTITIES CONTRACT**

**FPI No. 432283-3-52-01 & 432283-4-52-01**



ALLIGATOR ALLEY WEST TOLL PLAZA, MP 100

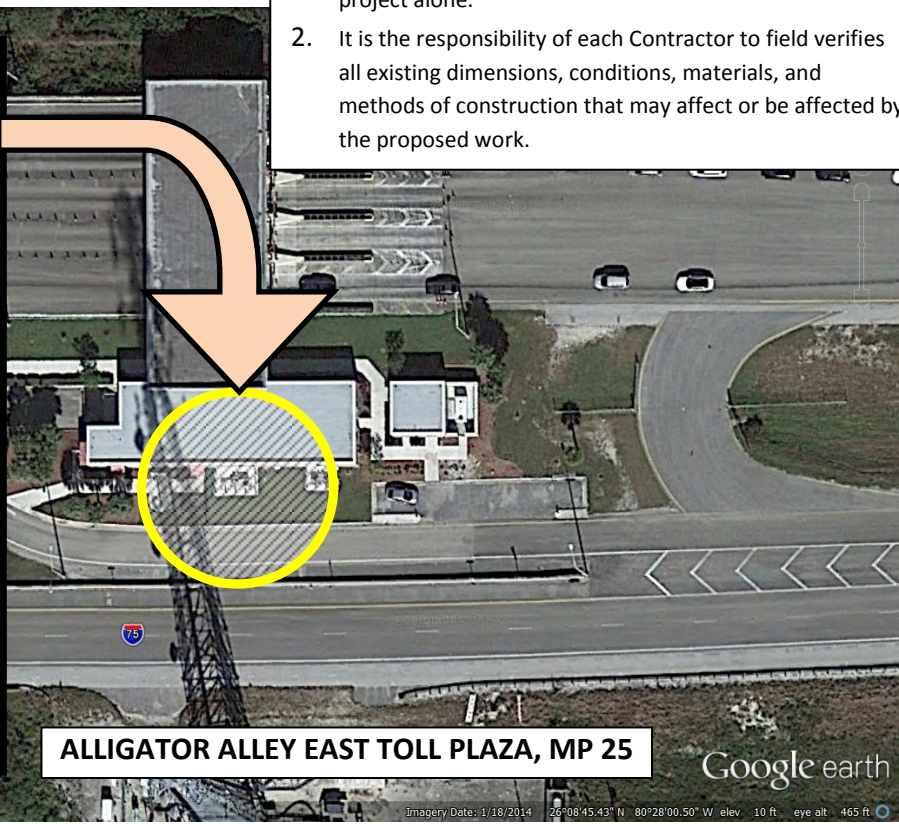


TYPICAL SECTION  
NOT TO SCALE

- GENERAL NOTES:**
- The plans provided are for informational purposes only and should not be used to base your bid price for this project alone.
  - It is the responsibility of each Contractor to field verify all existing dimensions, conditions, materials, and methods of construction that may affect or be affected by the proposed work.

PACKAGED A/C UNIT SCHEDULE (EXISTING)	
UNIT DESIGNATION	AC-1
AREA SERVED	TOLL BOOTHS
LOCATION	SEE PLAN
TOTAL CAPACITY (BTU/HR)	25,900
SENSIBLE CAPACITY (BTU/HR)	-
TOTAL AIR (CFM)	400
OUTSIDE AIR (CFM)	400
EXTERNAL STATIC PRESSURE (INS.W.G.)	0.5"
ENTERING AIR TEMP. (EVAPORATOR)	94°/76°
TOTAL HEATING CAPACITY (KW) / STAGES	4/4
INDOOR FAN MOTOR HP.	1/2
UNIT TOTAL FULL LOAD AMPS.	27.4
ELEC. SERVICE (VOLTS/PHASE/HERTZ)	240/1/60
OPERATING WEIGHT	-
DESIGN MANUFACTURER	ADDISON
MODEL NO.	PCA-021S-1A
NOTES	①②③④

- PROVIDE FACTORY MOUNTED HOT GAS BY-PASS WITH CONTROL SYSTEM.
- PROVIDE ALUMINUM CLEANABLE FILTERS (2) 15" X 16"
- SEE SPECIFICATIONS FOR ALL REQUIREMENTS AND ACCESSORIES.
- PROVIDE FACTORY MOUNTED ELECTRIC STRIP HEATER.



ALLIGATOR ALLEY EAST TOLL PLAZA, MP 25

REVISIONS					LEGEND	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TOLL BOOTH VENTILATION UNITS REPLACEMENT PROJECT <i>Alligator Alley East (MP25) &amp; West (MP 100) Toll Plazas</i>	SHEET NO. 1/1
DATE	BY	DESCRIPTION	DATE	BY		DESCRIPTION	ROAD NO.	COUNTY		
						SR - 93	BROWARD & COLLIER	FLORIDA'S TURNPIKE ENTERPRISE		

**ATTACHMENT "B"**  
**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**  
**LOCATIONS AND EQUIPMENT**

SR #	MP #	BLDG. #	LOCATION / EQUIPMENT DESCRIPTION	PHYSICAL ADDRESS	MAKE	MODEL NO./ SERIAL NO.	BTU	TOTAL AIR (CFM)/ OUTSIDE AIR (CFM)	TOTAL HEATING CAPACITY (KW) STAGES	ELECTRICAL SERVICE (VOLTS/PHASE/ HERTZ)
<b>EVERGALDES PARKWAY (I-75)</b>										
93	25	4558	Alligator Alley East Toll Plaza	4000 Interstate 75, Weston, FL 33324, Broward County	Addison	PCA-021S-1E-01	25,900	400	4/4	240/1/60
			Toll Booth Ventilation Unit			9801018O1001		400		
93	100	4563	Alligator Alley West Toll Plaza	20 Everglades Parkway West, Naples, FL 34117, Collier County	Addison	PCA-021S-1E-01	25,900	400	4/4	240/1/60
			Toll Booth Ventilation Unit			9801018O1002		400		

**ATTACHMENT "C"**

**CERTIFICATION  
DISBURSEMENT OF PREVIOUS PAYMENTS**

Date: \_\_\_\_\_, 2014

Contract No.: \_\_\_\_\_

Financial Project No(s): \_\_\_\_\_

**Contract For:**

To release payment for all work performed in the Month of \_\_\_\_\_, 2014

\_\_\_\_\_  
(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 "D"**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF CONTRACT COMPLETION

Contract Number \_\_\_\_\_ FPIN.: 432283-3-52-01 & 432283-4-52-01

Project Description Toll Booth Ventilation Units Replacement - Alligator Alley East/West (I-75) MP 25.0 and MP 100.0

Contractor \_\_\_\_\_

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**

**FLORIDA DEPARTMENT  
OF TRANSPORTATION**



**EXHIBIT "B"**

**METHOD OF COMPENSATION**

**ITB-DOT-14/15-8006-RM**

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**

**FOR**

**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 25.0  
ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 100.0**

**ESTIMATED QUANTITIES CONTRACT**

**FPI No. 432283-3-52-01 & 432283-4-52-01**

**EXHIBIT "B"**  
**METHOD OF COMPENSATION**

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**  
**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MILEPOST 25.0**  
**ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MILEPOST 100.0**

**1. General**

The Vendor shall accept the compensation as provided in this Contract as full payment for furnishing all labor, materials and equipment including all incidentals but not limited to: tolls, dump fees, fuel, 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.

**2. Pay Item Definition (Basis of Payment)**

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

2.1 Payment for this activity shall constitute full compensation for furnishing all labor, materials, lighting, curbs, equipment pads, expendable supplies, equipment, tools, rented equipment, refrigerant recovery, transporting, lock-out/tag-out, instruments, disposal, dump fees, and any other associated cost to complete the work. Payment for stored material and/or equipment will not be granted.

A. Payment will be made based on the contract unit prices as shown in Exhibit "C", Bid Blank, under the following item numbers:

- Pay Item No. 1 - Toll Booth Ventilation Unit Replacement, Alligator Alley East Toll Plaza (MP 25.0) – Lump Sum (LS)
- Pay Item No. 2 - Toll Booth Ventilation Unit Replacement, Alligator Alley West Toll Plaza (MP 100.0) – Lump Sum (LS)

**3. Method of Compensation**

All measurement of payment will be based on the actual amount of work completed and approved by the Contract Manager in accordance with the specifications. Work completed under this Contract shall be measured according to the methods outlined in the basis of payment and shall be paid at the Contract unit price for such activity.

**3.1 Compensation**

The Vendor shall be paid, per the compensation details in this Exhibit and price schedule in the Exhibit "C", Bid Blank, for the work accomplished and accepted by the Contract Manager. The total payment made to the Vendor shall not exceed the maximum amount of the face value of the Contract, without a 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", Bid Blank.

### 3.2 Method of Payment

Partial payments shall be allowed for this project. The Department reserves the right to withhold full payment or partial payment of the 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  
P. O. Box 613069  
Ocoee, FL 34761  
Attention: Bernie Rodriguez

- B. The itemized monthly invoices shall be a legible summary on the Vendor's letterhead that includes the following:
- a. Remittance Address
  - b. State Contract Number
  - c. State Financial Project Identification Number
  - d. Service Dates
  - e. List of Contract Maintenance Work Document Number(s)
  - f. Total cost per work document
  - g. Total amount of invoice
  - h. Current Contract Balance
  - i. Total Labor Hours

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.

- 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 (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 receipts for parts purchased must be attached

- 3.4 The Vendor shall provide a statement, with all but the first and last pay request, to the Department which certifies that the Vendor has disbursed to all sub-vendors, laborers, and materials suppliers, having an interest in the Contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed and materials furnished in the previous period. This certification shall be in the form designated by the Department (see Attachment "C"). 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 the Department and the affected sub-Vendors, laborers, and material suppliers.
- 3.5 Any work performed by unlicensed or unapproved personnel shall result in non-payment.
- 3.6 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. The Vendor and any sub-vendor shall pay toll charges for all vehicles and equipment at the standard rate applicable to the general public.
- 3.7 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 (see Attachment "D") with the final invoice.
- 3.8 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.
- 3.9 No retainage shall be withheld from the payments to the Vendor for this Contract.

**FLORIDA DEPARTMENT  
OF TRANSPORTATION**



**EXHIBIT C**

**BID BLANK**

**ITB-DOT-14/15-8006-RM**

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**

**FOR**

**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 25.0  
ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MP 100.0**

**ESTIMATED QUANTITIES CONTRACT**

**FPI No. 432283-3-52-01 & 432283-4-52-01**

**EXHIBIT "C"**  
**BID BLANK**

ITB-DOT-14/15-8006-RM  
FPI NO. 432283-3-52-01  
432283-34-52-01

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**  
**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MILEPOST 25.0**  
**ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MILEPOST 100.0**

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

<b>PAY ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY. OF ITEM*</b>	<b>UNIT RATE</b>	<b>PAY ITEM TOTAL</b>
1.	Toll Booth Ventilation Unit Replacement – Alligator Alley East Toll Plaza, MP 25.0	LS	1	\$ _____.	\$ _____.
2.	Toll Booth Ventilation Unit Replacement – Alligator Alley West Toll Plaza, MP 100.0	LS	1	\$ _____.	\$ _____.

**EXHIBIT "C"**  
**BID BLANK**

ITB-DOT-14/15-8006-RM  
FPI NO. 432283-3-52-01  
432283-4-52-01

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**  
**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MILEPOST 25.0**  
**ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MILEPOST 100.0**

SUBTOTAL AMOUNT FOR PAY ITEMS 1 TO 2 \$\_\_\_\_\_.

TOTAL AMOUNT OF BID FOR THIS CONTRACT \$\_\_\_\_\_.  
(ADD TOGETHER ALL ABOVE SUBTOTALS)

\*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.

All payments to the Vendor from this competitive solicitation WILL be subject to the one percent (1%) MFMP Transaction Fee in accordance with the attached Form PUR1000 General Contract Condition #14.

Name of Business \_\_\_\_\_



**EXHIBIT "C"**  
**BID BLANK**

ITB-DOT-14/15-8006-RM  
FPI NO. 432283-3-52-01  
432283-4-52-01

**TOLL BOOTH VENTILATION UNITS (HVAC) REPLACEMENT**  
**ALLIGATOR ALLEY EAST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MILEPOST 25.0**  
**ALLIGATOR ALLEY WEST TOLL PLAZA, EVERGLADES PARKWAY (I-75), MILEPOST 100.0**

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

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

- Bid Blank: Exhibit "C", Page C-1 thru C-3.
- A copy of the Vendor'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 registration or certification as an Air Conditioning Contractor (Class "A" and/or Class "B") or Mechanical Contractor, authorized to perform the work specified in this bid package in the State of Florida in accordance with the laws of the State of Florida. (Refer to Exhibit "A", Vendor's Qualifications)
- A performance and/or bid bond provided by a surety authorized to do business in the State of Florida. (Refer to Exhibit "A", Vendor's Qualifications)
- All forms supplied with the bid package (Forms 1 thru 6) return 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.

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

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

Mail Address: \_\_\_\_\_ M.B.E.:  Yes \_\_\_\_\_  No \_\_\_\_\_

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

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Emergency Contact Information (After Hours): \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_ - \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

Print/Type Name:  Mr.  Ms.  Mrs. \_\_\_\_\_ Date: \_\_\_\_\_

\*\*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.