

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION



INVITATION TO BID

DOT-ITB-24-8013R-MM

**ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION,
AND CERTIFICATION**

**FLORIDA'S TURNPIKE (SR 91), MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417), MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417), MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429), MILEPOST 0.0 TO MILEPOST 11.0
WEKIVA PARKWAY (SR 429), MILEPOST 43.0 TO MILEPOST 53.0
BEACHLINE EXPRESSWAY (SR 528), MILEPOST 0.0 TO MILEPOST 32.0
SUNTRAX TEST FACILITY, POLK PARKWAY (SR 570), MILEPOST 21.0**

FPID Nos. 192569-1-7B-01, 439168-1-7B-03, 437300-8-7B-01

ESTIMATED QUANTITIES CONTRACT

State of Florida
Department of Transportation
Florida's Turnpike Enterprise Contractual Services Office
Mile Post 263, Building 5315,
Ocoee, FL 34761

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
VIA E-MAIL TO TP.Purch@dot.state.fl.us

Bid Number: DOT-JTB-24-8013R-MM

Title: ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION, AND CERTIFICATION

Bids Due: Tuesday, April 9, 2024, at 2:30 pm ET

Potential Bidders should complete and return this Registration Form as soon as possible after downloading. Complete the information below and e-mail to Marsha Marcella at TP.Purch@dot.state.fl.us.

THE INVITATION TO BID IS SUBJECT TO CHANGE. Notice of changes ("Addenda"), will be posted on the Florida Vendor Information Portal at: <https://vendor.myfloridamarketplace.com> under the above-referenced ITB number.

It is the responsibility of all prospective Bidders to monitor the Vendor Information Portal for any changing information prior to submitting a Bid and throughout the procurement process.

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Contact Person: _____

E-Mail Address: _____

For further information on this process, please e-mail: TP.Purch@dot.state.fl.us

**State of Florida
Department of Transportation**



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ESTIMATED QUANTITIES CONTRACT

Contact for Questions:
Marsha Marcella, Procurement Officer
TP.Purch@dot.state.fl.us

INTRODUCTION SECTION

1) INVITATION

Pursuant to this Invitation to Bid (“Invitation to Bid” or “ITB”), the State of Florida Department of Transportation, Florida’s Turnpike Enterprise (Department), is soliciting written Bids from qualified Bidders to establish a Contract for the provision of all labor, materials, equipment, and incidentals necessary to perform maintenance, repair, inspection, installation, testing, certification, verification, and replacement of electrical, life safety, and lightning protection systems at various locations along Florida’s Turnpike System. The Department intends to contract with the responsive and responsible Bidder who submits the lowest responsive Bid.

It is anticipated that the Department will issue the Notice to Proceed (NTP) within sixty (60) calendar days after the Department’s execution of the Contract. Services shall commence upon the start date identified in the NTP letter and shall continue for a period of one (1) year, or the date of termination, whichever occurs first.

For purposes of this document, the term “Bidder” means a business entity that submits a Bid to this ITB. The term “Bid” means the total response submitted by a Bidder to this ITB, including all required forms and supporting documentation. The term “Vendor” means the Bidder that is awarded the Contract pursuant to this ITB. The term “Contract” means the agreement that results from this ITB, if any, between the Department and the Vendor.

2) TIMELINE

The anticipated timeline of events (“Timeline”) for this ITB is provided below. The dates and times within the Timeline are subject to change. Notices of changes (“Addenda”) will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> (click on “Search Advertisements”) under this ITB number. It is the Bidder’s responsibility to monitor this site for any changing information prior to submitting a Bid and throughout the procurement process.

ACTION / LOCATION	DATE	TIME (ET)
DEADLINE FOR SUBMISSION OF QUESTIONS	04-03-2024	5:00 PM
BIDS DUE Via email to TP.Purch@dot.state.fl.us Reference “DOT-ITB-24-8013R-MM” in the subject line	04-9-2024	2:30 PM
PUBLIC OPENING (Bids) Florida’s Turnpike Headquarters, M.P. 263 Turkey Lake Service Plaza, Bldg. 5315 Room 2131 Ocoee, Florida 34761	04-9-2024	3:00 PM
POSTING OF INTENDED DECISION Via the Florida Vendor Information Portal (VIP)	04-15-2024	

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Mandatory Pre-Bid Conference

Starting time: see “Timeline” above.

- Opening remarks of Approximately two (2) minutes by Department Procurement Office personnel.
- Public input period to allow a maximum of fifteen (15) minutes total for public input related to the ITB.
- At the conclusion of public input or fifteen (15) minutes, whichever occurs first, the Department will conduct a review of the project requirements.
- Adjourn meeting.

Agenda – Public Opening (Bids)

Starting time: see “Timeline” above.

- Opening remarks of approximately two (2) minutes by Department Procurement Office personnel.
- Public input period to allow a maximum of fifteen (15) minutes total for public input related to the ITB.
- At the conclusion of public input or fifteen (15) minutes, whichever occurs first, the Bids received timely will be opened, with Bidder’s name and prices read aloud.
- Adjourn meeting.

4) SPECIAL ACCOMMODATIONS

Any person with a disability requiring a special accommodation at a public meeting shall contact the Procurement Officer at least five (5) business days prior to the event. A person who is hearing or speech impaired may contact the Procurement Officer by using the Florida Relay Services at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM ("MFMP") BY THE TIME AND DATE OF THE PUBLIC OPENING SPECIFIED IN THE TIMELINE OR THEY MAY BE CONSIDERED NON-RESPONSIVE. All prospective Bidders that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete online registration or call 1-866-352-3776 for assisted registration.

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

2) FLORIDA DEPARTMENT OF FINANCIAL SERVICES ("DFS") W-9 REQUIREMENT

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

3) QUESTIONS AND ANSWERS

In accordance with Section 287.057(25), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Bid.

Any questions arising from this ITB must be forwarded, in writing, to the Procurement Officer identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> (click on "Search Advertisements") under this ITB number. It is the Bidder's responsibility to monitor this site for any changing information prior to submitting a Bid and throughout the procurement process.

WRITTEN QUESTIONS should be submitted to: **Marsha Marcella, Email: TP.Purch@dot.state.fl.us**

ALL EMAILS TO THE PROCUREMENT OFFICER MUST CONTAIN THE ITB NUMBER (DOT-ITB-24-8013R-MM) IN THE SUBJECT LINE.

4) ADDENDA TO THE ITB

The Department reserves the right to make changes to this ITB by issuing Addenda. Any Addenda issued will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/>, (click on "Search Advertisements"), under this ITB number. It is the Bidder's responsibility to monitor this site for any changing information prior to submitting a Bid and throughout the procurement process. The only recognized changes to the ITB are those changes made through written Addenda issued by the Department.

5) MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

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

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as a “Bidder” and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Bidder is requested to indicate its intention regarding MBE participation on Form 6 and to submit the completed form with its Bid. The Vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

6) CONVICTED VENDOR LIST

Pursuant to Section 287.133(2)(a), Florida Statutes, 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 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 (currently \$35,000), for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

7) DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134(2)(a), Florida Statutes, 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 any public entity; and may not transact business with any public entity.

8) ANTITRUST VIOLATOR VENDOR LIST

Pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Pursuant to Section 287.05701, Florida Statutes, an awarding body may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor, and an awarding body may not give preference to a vendor based on the vendor’s social, political, or ideological interest.

10) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

The Bidder must submit, with its Bid, a completed Foreign Country of Concern Attestation (PUR 1355) (Form 5). Form 5 must be completed by an officer or representative of the Bidder on behalf of the Bidder.

11) SCOPE OF SERVICES

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

12) NO MANDATORY PRE-BID CONFERENCE OR OPTIONAL SITE VISIT WILL BE HELD

13) QUALIFICATIONS

13.1 General

Refer to Form 1 – Certification of Qualifications, attached hereto and made a part hereof.

13.2 Authorized to Transact Business in the State of Florida

The Bidder must be authorized by the Florida Department of State to transact business in the State of Florida. Such authorization should be obtained by the Bid due date and time.

For authorization, contact:

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

13.3 Licensed to Conduct Services in the State of Florida

If a Bid includes services that require individuals to be licensed by the Florida Department of Business and Professional Regulation, such licenses should be obtained by the Bid due date and time.

For licensing, contact:

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

14) 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) calendar days from the date of acceptance by the Department. 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 Department, 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 Department facility to inspect all items upon arrival, a reasonable opportunity must be given to the Department for inspection of the items, and returning those that are defective.

15) LIABILITY INSURANCE

The Vendor must carry and keep in force throughout the duration of the Contract all insurance policies and coverages described in the Standard Written Agreement, (Attachment "A"). Prior to execution of the Contract, the Vendor must submit to the Procurement Officer certificates evidencing, to the Department's satisfaction, the required coverages to be in effect. The certificates described in this paragraph must be submitted by the Vendor to the Procurement Officer within ten (10) calendar days of written request by the Procurement Officer.

16) PERFORMANCE BOND

A Performance Bond is not required for this project.

17) METHOD OF COMPENSATION

Refer to Exhibit "B," Method of Compensation attached hereto and made a part hereof.

18) CONTRACT DOCUMENT

The Department's "Standard Written Agreement", attached hereto as Attachment "A," (the "Standard Written Agreement") contains terms and conditions that will become an integral part of the Contract. In submitting a Bid, the Bidder agrees to be legally bound by the terms and conditions in the Standard Written Agreement and all exhibits and attachments thereto. Exhibit "A," Exhibit "B," and the Bidder's completed Bid Blank (if the Bidder is selected for award of this Contract), will become Exhibits "A," "B," and "C," respectively, to the Standard Written Agreement after Contract award.

19) PROTEST OF ITB SPECIFICATIONS

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

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be faxed to 850-414-5264 or hand-delivered to the address above), and
2. A formal written protest and 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 to the address above.

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.

20) UNAUTHORIZED ALIENS

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

21) SCRUTINIZED COMPANIES LISTS

The Bidder must submit with its Bid a completed Bidder Certification Regarding Scrutinized Companies Form (Form 2).

The Department may terminate the Contract if the Vendor is found to have submitted a false certification under Section 287.135(5), Florida Statutes; been placed on the Scrutinized Companies with Activities in Sudan List; been engaged in business operations in Cuba or Syria; been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran; or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22) RESERVATIONS

In addition to any other rights reserved or afforded to the Department under this ITB and under applicable law, the Department reserves the right to:

- a. Cancel this ITB at any time prior to the Department's execution of the Contract, without incurring any cost obligations or liabilities.
- b. Accept or reject any Bid at any time.
- c. Terminate evaluation of any Bid at any time.
- d. Modify any dates set or projected in this ITB.
- e. Waive minor informalities or irregularities in Bids.

The Bidder must complete and submit Exhibit "C," Bid Blank ("Bid Blank"), in accordance with the instructions contained therein and in this ITB. Failure by a Bidder to complete and submit its Bid Blank as required herein will result in the Bidder being deemed non-responsive. The Bidder's completed Bid Blank will become part of the Contract if the Bidder is selected for award of the Contract.

23) RESPONSIVENESS OF BIDS

23.1 Responsiveness of Bids

Bids will not be considered if received by the Department after the Bid due date and time specified in the Timeline (as may be modified by subsequent Addenda). Only Bids received by the Department on or before the Bid due date and time will be considered. All Bids must be typed or printed in ink. A responsive Bid is defined in Section 287.012(26), Florida Statutes, as a Bid submitted by a responsive and responsible Bidder which conforms in all material respects to the solicitation. Bids found to be non-responsive shall 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 and non-responsive for reasons that include, but are not limited to, a Bidder's failure to utilize or fully complete required forms as part of the Bid, the Bid contains required forms that are altered by a Bidder, the Bid submitted is a conditional Bid, the Bid is incomplete, indefinite, or ambiguous, or the Bid lacks proper and/or dated signatures. The Department reserves the right to make a responsiveness determination at any time.

23.2 Multiple Bids

Bids may be rejected if more than one (1) Bid is received from a Bidder. Subcontractors may appear in more than one (1) Bid.

23.3 Other Conditions

Other conditions which may cause rejection of a Bid include, but are not limited to, evidence of collusion among Bidders, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. A Bidder whose Bid, past performance, or experience do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be deemed non-responsible. The Department reserves the right to determine which Bids meet the requirements of this ITB, and which Bids are responsive and responsible.

24) BID BLANK

The Bidder must complete and submit Exhibit "C," Bid Blank ("Bid Blank"), in accordance with the instructions contained therein and in this ITB. Failure by a Bidder to complete and submit its Bid Blank as required herein will result in the Bidder being deemed non-responsive. The Bidder's completed Bid Blank will become part of the Contract if the Bidder is selected for award of the Contract.

25) COPYRIGHTED MATERIAL

All materials provided as part of the Bid shall be a matter of public record regardless of copyright status. By submitting a Bid in response to this ITB, the Bidder authorizes the Department to publish, copy, and reproduce, for the Department's internal use and for purposes of fulfilling its obligations under Chapter 119, Florida Statutes, any and all materials provided as part of the Bid for which the Bidder holds or purports to hold a copyright.

26) CONFIDENTIAL INFORMATION

In addition to the public records requirements of Section 19 of PUR 1001, if the Bidder considers any portion of its Bid to contain confidential material exempt from public inspection or disclosure under Chapter 119, Florida Statutes, or other applicable state or federal law (collectively, the "Public Records Law"), then the Bidder must, simultaneously with the un-redacted Bid, provide the Department with a separate redacted Bid ("Redacted Copy").

If submitting a Redacted Copy, the Bidder must include the ITB number and the name of the Bidder on the cover of the Redacted Copy, and clearly title it "Redacted Copy." In addition, the Bidder must submit an index (the "Redacted Copy Index") listing the confidential portions of its Bid, along with a description identifying the basis under which the Bidder claims such exemption(s) from the Public Records Law (including the specific statutory citation(s) for each exemption claimed). Any claim of confidentiality on materials the Bidder asserts to be exempt from public inspection or disclosure placed elsewhere in the Bid and not redacted or included in the Redacted Copy Index will be considered waived by the Bidder upon submission of its Bid.

Only those portions of the Bid that the Bidder claims are confidential or exempt from Public Records Law should be redacted in the Redacted Copy. A Bid should not be redacted in its entirety. A page or paragraph should not be redacted in its entirety unless the entire page or paragraph consists wholly of information that is confidential or exempt from

public inspection or disclosure under the Public Records Law. The Redacted Copy will be used to fulfill public records and other disclosure requests or requirements.

If the Department receives a public records request for materials the Bidder has identified as confidential, the Department will provide the Bidder's Redacted Copy to the requestor. If a requestor asserts a right to the portions of material identified by the Bidder as confidential, the Department will notify the Bidder that such an assertion has been made. It is the Bidder's responsibility to take appropriate legal action to protect the records in question from disclosure under the Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of materials the Bidder claims are confidential in a legal proceeding, the Department will notify the Bidder of the demand, and it will be the Bidder's responsibility to take appropriate legal action to defend its claims of confidentiality. If the Bidder fails to take appropriate and timely action to defend its claims of confidentiality, the Department may release the materials that are responsive to the demand, without redaction, to the requestor.

The Department is not obligated to agree with the Bidder's claim(s) of confidentiality, and by submitting a Bid, the Bidder agrees to indemnify, protect, defend, and hold harmless the Department from any and all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, arising from or relating to the Bidder's determination that the redacted portions of its Bid are confidential or otherwise protected from public inspection or disclosure. If the Bidder fails to submit a Redacted Copy of its Bid and the Redacted Copy Index as required herein, then the Department is authorized to release the entire unredacted Bid submitted to the Department in response to a public records request or other demand for disclosure without further inquiry of the Bidder.

27) COSTS INCURRED IN RESPONDING

This ITB does not commit the Department to award the Contract or to proceed with the procurement described herein. The Department and the State assume no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse any costs incurred or alleged to have been incurred by a Bidder responding to this ITB or by any other party considering the submission of a Bid to this ITB.

28) SUBMISSION OF BIDS

The Bidder must submit its Bid electronically by e-mail to TP.Purch@dot.state.fl.us and shall adhere to the requirements listed below. A confirmation notice will be sent to each Bidder when their Bid is received.

1. The subject line of the e-mail must show: *The ITB number - Bidder's name*
2. Bids shall be submitted in portable document format (PDF) and have a size limit of 20MB. E-mail shall contain one file attachment (The Bid Package) marked as the following: *The ITB number - Bidder's name - Bid Package*. If the Bid Package exceeds 20MB, the Bidder shall split their Bid Package into separate PDF files. Bid Package files shall be marked as *The ITB Number - Bidder's name - Bid package - file 1 of..., 2 of... etc.*

29) MODIFICATIONS AND WITHDRAWAL OF BID

The Bidder may modify or withdraw its Bid at any time prior to the Bid due date specified in the Timeline by submitting a written request to the Procurement Officer.

30) BID OPENING

Bids will be opened by the Department at the date, time, and location in the Timeline, with Bidder's name and price read aloud.

31) AWARD

The Department intends to award the Contract to the responsive and responsible Bidder whose Bid is the lowest, as described in the ITB. The Department's intended decision will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> on the date specified in the Timeline (as may be modified by any subsequent addenda).

If two (2) or more Bidders submit the lowest Bid, as described in this ITB ("Equal Bidders"), then the Department will, using the information submitted by the Equal Bidders in Form 3 (Award Preferences Form), award the Contract to one (1) of the Equal Bidders in accordance with the applicable statutory award preference criteria described in Chapters 287 and 295, Florida Statutes. A Bidder who fails to submit a completed Form 3 with its Bid will be considered to have no award preference.

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

32) POSTING OF INTENDED DECISION

The Department's intended decision will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> on the date 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 for intended decision/award must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the intended decision, (the notice of protest may be faxed to 850-414-5264 or hand delivered to the address above), 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 to the address above. 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.

33) ATTACHED EXHIBITS FORMS AND ATTACHMENTS

33.1 Exhibits

Exhibit "A" – Scope of Services

Exhibit "B" – Method of Compensation

Exhibit "C" – Bid Blank

33.2 Forms

Form 1 – Certification of Qualifications*

Form 2 – Bidder Certification Regarding Scrutinized Companies*

Form 3 – Award Preferences Form*

Form 4 – E-Verify*

Form 5 – Foreign Country of Concern Attestation*

Form 6 – Notice of Intent to Sublet and MBE Planned Utilization*

Form 7 – Certification of Disbursements of Previous Payments

Form 8 – Certificate of Contract Completion

*Indicates a Form that must be completed and submitted by the Bidder with its Bid.

33.3 Attachments

Attachment "A" – Standard Written Agreement

Attachment "B" – General Contract Conditions (PUR 1000)

Attachment "C" – General Instructions to Respondents (PUR 1001)

Attachment "D," Lane Closure Procedure

Attachment "E," Facility Locations

Attachment "F," Lighting Protection System (LPS) Inspection Checklist

34) GENERAL CONTRACT CONDITIONS (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a document included in Attachment "B" and incorporated by reference into this ITB.

The following paragraphs within PUR 1000 do not apply to this ITB:

Paragraph 31, Dispute Resolution - PUR 1000

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

35) GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a document included in Attachment "C" and incorporated by reference into this ITB.

The following paragraphs within the PUR 1001 do not apply to this ITB:

Paragraph 3, Electronic Submission – PUR 1001
Paragraph 4, Terms and Conditions – PUR 1001
Paragraph 5, Questions – PUR 1001

36) ORDER OF PRECEDENCE OF THIS ITB

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

Addenda to ITB, in reverse order of issuance
Exhibit "A," Scope of Services
Exhibit "B," Method of Compensation
Exhibit "C," Bid Blank
Attachment "A," Standard Written Agreement
Attachment "B," General Contract Conditions (PUR 1000)
Attachment "C," General Instructions to Respondents (PUR 1001)
Attachment "D," Lane Closure Procedure
Attachment "E," Facility Locations
Attachment "F," Lighting Protection System (LPS) Inspection Checklist

37) LIQUIDATED DAMAGES

Refer to Exhibit "A," Scope of Services, Section 4.16, Performance Measures.

38) ESTIMATED QUANTITIES

The Department anticipates purchasing the estimated quantities shown on Exhibit "C," Bid Blank. The estimated quantities are given only as a guideline for preparing a Bid and should not be construed as representing the actual quantities to be authorized under this Contract. The Vendor(s) shall supply the actual quantities authorized regardless of whether the total of such quantities is more or less than anticipated, and the unit rate shall remain unchanged. The Bid and the resulting Contract will be subject to annual appropriated funding.

39) 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.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



FORMS

DOT-ITB-24-8013R-MM

**ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION,
AND CERTIFICATION**

**FLORIDA'S TURNPIKE (SR 91), MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417), MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417), MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429), MILEPOST 0.0 TO MILEPOST 11.0
WEKIVA PARKWAY (SR 429), MILEPOST 43.0 TO MILEPOST 53.0
BEACHLINE EXPRESSWAY (SR 528), MILEPOST 0.0 TO MILEPOST 32.0
SUNTRAX TEST FACILITY, POLK PARKWAY (SR 570), MILEPOST 21.0**

FPID Nos. 192569-1-7B-01, 439168-1-7B-03, 437300-8-7B-01

ESTIMATED QUANTITIES CONTRACT

CERTIFICATION OF QUALIFICATIONS

I, _____, as _____, of
(Name) (Title)

(Name of Bidder) ("Bidder"), hereby certify

on behalf of the Bidder, that:

1. The Bidder is currently authorized by the Florida Department of State to transact business in the State of Florida.
2. The Bidder shall have performed similar types of services for a minimum of two (2) consecutive years within the past five (5) years from the date of the public bid opening.
3. The Bidder:
 - A. The Bidder shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as an Electrical Contractor in accordance with Chapter 489, Florida Statutes.
 - B. All Journeymen Electricians shall be licensed in accordance with Chapter 489, Part II, Florida Statutes.
 - C. The Bidder or sub-vendor shall be certified in accordance with the NFPA 72 for Fire Alarm Systems.
 - D. The Bidder or sub-vendor shall be certified by the Lightning Protection Institute for lightning protection systems.

All required licenses, certifications, and/or registrations must be submitted with the Bid Package.

By signing below, the undersigned certifies the following: (1) that the responses provided above are true, accurate, and complete, and (2) that the undersigned is authorized to execute this form on behalf of, and to bind, the Bidder on whose behalf the undersigned executes this form.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Date: _____

Form 2
BIDDER CERTIFICATION
REGARDING SCRUTINIZED COMPANIES

Bidder Name: _____

Bidder FEIN: _____

Bidder Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Cuba or Syria.

By signing below, the undersigned certifies the following: (1) that the Bidder is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and that the Bidder is not engaged in business operations in Cuba or Syria; (2) that the Bidder is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (3) that the undersigned is authorized to execute this certification on behalf of, and to bind, the Bidder on whose behalf the undersigned executes this certification; and (4) that the undersigned understands that, pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Bidder to civil penalties, attorney's fees, and/or costs.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Date: _____

Form 3 – AWARD PREFERENCES FORM

The Bidder's responses on this form will only be used in the event multiple Bidders submit the lowest Bid. If the Department discovers that any information on this form is false after the award to the Bid is made, the Department reserves the right to terminate the Contract and hold the Bidder liable for costs associated with re-procurement.

I, _____, as _____, of _____
(Name) (Title)

_____, ("Bidder"), hereby certify that the Bidder:
(Bidder's Name)

(Select all that apply by checking the applicable boxes below)

- Is a certified veteran business enterprise as provided in Section 295.187(4), Florida Statutes.
- Has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes.
- Is a certified minority business enterprise as defined in Section 288.703, Florida Statutes.

By signing below, the undersigned certifies the following: (1) that the responses provided above are true, accurate, and complete, and (2) that the undersigned is authorized to execute this form on behalf of, and to bind, the Bidder on whose behalf the undersigned executes this form.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

Form 4

DOT-ITB-24-8013R-MM
FPID: 192569-1-7B-01
439168-1-7B-03
437300-8-7B-01

I, _____, as _____, of
(Name) (Title)

(Bidder's Name) ("Bidder"), hereby certify that

the Bidder is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, and that the Bidder is in compliance with Section 448.095, Florida Statutes. The Bidder further certifies that, if awarded the Contract, it shall comply with Section 448.095, Florida Statutes, throughout the duration of the Contract.

By signing below, the undersigned certifies the following: (1) that the responses provided above are true, accurate, and complete, and (2) that the undersigned is authorized to execute this form on behalf of, and to bind, the Bidder on whose behalf the undersigned executes this form.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Date: _____

FORM 5

**FOREIGN COUNTRY OF CONCERN
ATTESTATION (PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#).

<p>_____ is not owned by the government of a Foreign Country of Concern, (Entity Name)</p> <p>is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.</p> <p>Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Signature: _____ Date: _____</p>

FORM 5
Foreign Country of Concern Attestation

Notice of Intent to Sublet and MBE Planned Utilization

I, _____, as _____, of _____,
(Name) (Title)

_____, hereby certify that the Bidder:
(Bidders's Name)

(select all that apply)

does not intend to sublet a portion of the work requested under the ITB to subcontractors.

does intend and commits to sublet a portion of the work requested under the ITB to subcontractors. Bidders shall list all anticipated subcontractors, regardless of MBE status, and include the description of services, name of each subcontractor, percent of work performed by each subcontractor, and certified MBE designation (if any) of each subcontractor, in the table below.

<u>Description of Services</u>	<u>Subcontractor</u>	<u>Percent*</u>	<u>MBE (Y) or (N)</u>
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

*Sublet work cannot account for more than 60%.

has taken affirmative action to seek out and consider Minority Business Enterprises (MBEs) as defined by the Department of Management Services, Office of Supplier Diversity, as potential subcontractors and/or suppliers.

All changes to subcontractors are subject to the Department's review and approval. Bidder understands that it will need to submit MBE payment certification forms to the Department for reporting purposes only.

By signing below, the undersigned certifies the following: (1) that the responses provided above are true, accurate, and complete, and (2) that the undersigned is authorized to execute this form on behalf of, and to bind, the Bidder on whose behalf the undersigned executes this form.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Date: _____

Form 7
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20____

Contract No.: _____

Financial Project No(s): _____

Contract For:

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

_____ (State)

_____ (Zip)

As an authorized representative of the Vendor for the above referenced Contract, I hereby certify that all sub-vendors, 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 Vendor)

_____ (Signature)

_____ (Address)

_____ (Print/Type Name)

_____ (City)

_____ (Title)

CERTIFICATION MUST BE ATTACHED TO INVOICE

Form 8

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF COMPLETION

Contract Number _____

FPI No.: _____

Project Description _____

Vendor _____

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

VENDOR'S AFFIDAVIT

I swear and affirm: that the work under the above-named Contract has 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 Vendor 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 the performance of the work contemplated under said Contract.

By signing below, I certify that I am authorized to execute this form on behalf of the Vendor.

(Signature) _____ (Title) _____

(Corporate Seal)

STATE OF _____

COUNTY OF _____

Sworn to (or afformed) and subscribed 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: _____

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT “A”
SCOPE OF SERVICES**

DOT-ITB-24-8013R-MM

**ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION,
AND CERTIFICATION**

**FLORIDA’S TURNPIKE (SR 91), MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417), MILEPOST 0.0 TO MILEPOST 6.5
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DANIEL WEBSTER WESTERN BELTWAY (SR 429), MILEPOST 0.0 TO MILEPOST 11.0
WEKIVA PARKWAY (SR 429), MILEPOST 43.0 TO MILEPOST 53.0
BEACHLINE EXPRESSWAY (SR 528), MILEPOST 0.0 TO MILEPOST 32.0
SUNTRAX TEST FACILITY, POLK PARKWAY (SR 570), MILEPOST 21.0**

FPID Nos. 192569-1-7B-01, 439168-1-7B-03, 437300-8-7B-01

ESTIMATED QUANTITIES CONTRACT

EXHIBIT "A" **SCOPE OF SERVICES**

ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION, AND CERTIFICATION

ESTIMATED QUANTITIES CONTRACT

1) INTRODUCTION

The work specified under this Contract shall consist of providing all labor, materials, equipment, and incidentals necessary to perform maintenance, repair, inspection, installation, testing, certification, verification, and replacement of electrical, life safety, and lightning protection systems at various locations along Florida's Turnpike System.

All existing locations are listed in Attachment "E," Facility Locations, attached hereto and hereby made a part of this Contract.

2) DEFINITIONS AND ACRONYMS

2.1 Definitions

When used in this Contract, the following terms shall have the meanings ascribed below:

Contract	Refers to the agreement entered into between the Department and the Vendor (collectively, the "Parties") as a result of Department's Invitation to Bid herein. The Standard Written Agreement, and any attachments, exhibits, and amendments thereto, together form the Contract between the Parties, which constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. "Contract" may also be referred to as "Agreement."
Department	The State of Florida Department of Transportation, Florida's Turnpike Enterprise.
Department's [Project/Contract Manager]	The individual employee of the Department responsible for the management of the Contract, scheduling and monitoring of the Contract progress and performance, inspection and acceptance of services provided, and approval for payment of services provided.
Supplemental Agreement	A written agreement between the Vendor and the Department modifying the Contract within the limitations set forth in the Contract, and as provided by law.
Site	A Department facility or asset such as administrative office, communications buildings, law enforcement offices, maintenance facilities, storage buildings, pump houses, services plazas, office buildings, hub buildings, and toll plazas which include toll buildings, tollbooths, canopies, tech shop buildings, generator buildings, concrete walls, barriers, curbs, walkways and other related buildings and structures within the Department's right of way.

Vendor	The entity awarded the Contract through this solicitation to provide the services described herein.
Vendor's Project Manager	The individual employee of the Vendor responsible for managing all services performed by the Vendor under this Contract.
Work Document/Authorization	A work request issued periodically to the Vendor for work required at the Contract locations, describing work and specifying pay item quantities authorized to the Vendor to proceed with the work.

2.1 Acronyms

CFR	Code of Federal Regulations
EOR	Engineer of Record
FDOT	Florida Department of Transportation
HVAC	Heating, Ventilation, and Air Conditioning
LPS	Lightning Protection System
MUCTD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NFPA	National Fire Protection Association
NTP	Notice to Proceed
OSHA	Occupational Safety and Health Administration
PCMS	Portable Changeable Message Sign
PVC	Polyvinyl Chloride
TBD	To be Determined
TVSS	Transient Voltage Surge Suppressor
UL	Underwriters Laboratories
VMS	Variable Message Sign

3) VENDOR'S REQUIREMENTS

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

3.1 Licensure, Certification, and Registration

- A. The Vendor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as an Electrical Contractor in accordance with Chapter 489, Florida Statutes.
- B. All Journeymen Electricians shall be licensed in accordance with Chapter 489, Part II, Florida Statutes.
- C. The Vendor or sub-vendor shall be certified in accordance with the NFPA 72 for Fire Alarm Systems.
- D. The Vendor or sub-vendor shall be certified by the Lightning Protection Institute for lightning protection systems.

3.2 Business Location

The Vendor shall hold and maintain a current and valid Business Tax Receipt which states the name of the Vendor, and the street address of the business location for the duration of the contract.

4) VENDOR'S RESPONSIBILITIES

During the performance of the preventive maintenance services, the Vendor may observe the need to repair or replace parts/materials. If the cost of such service or parts/materials is not covered under the preventive maintenance services, the Vendor shall immediately notify the Department's Project/Contract Manager before carrying out any corrective action.

All services shall be provided in accordance with all applicable local, state, and federal requirements, laws, and regulations and with all equipment manufacturer specifications.

4.1 Preventive Maintenance, Repair, Installation, Testing, and Verification Services

A. Electrical, Life Safety, and Lightning Protection Systems

The Vendor shall perform maintenance, repairs, inspection, installation, testing, certification, verification, and replacement of electrical items, above or below ground level including, but not limited to, panel boxes, grounding, panels, breakers, fuses, contactors, disconnects, indoor and outdoor fixtures, light poles, switches, outlets, ballasts, lamps, fittings, controls wiring, light bulbs, traffic signals, traffic and gator lights, canopy lights, parking lot lighting, conduits and cables; fire alarm system, smoke detection systems, lightning protection systems, TVSS systems, grounding systems and all appurtenances, apparatus, or equipment used in connection therewith.

B. Annual Fire Alarm and Smoke Detection Systems Testing and Verification

1. During the first month of the Contract and the first month of any subsequent Contract renewal periods, the Vendor shall inspect, test, and verify each fire alarm and smoke detection system annually.
2. Some Sites contain isolated HVAC duct/smoke detection systems and/or elevator recall systems with accompanying panels and smoke detectors. The Vendor shall inspect, test, and verify that these systems operate as designed and submit a detailed report (on the Vendor's letterhead) to the Department's Project/Contract Manager. The report shall detail, at a minimum, all deficiencies, the date, and the times of each completed inspection.
3. Any required repairs will be paid on a time and material basis, under a separate Work Document, using the applicable fire alarm and smoke detection system technician and parts/materials allowance pay items as approved by the Department's Project/Contract Manager. After the repairs are complete, the Vendor shall update the report and re-submit, along with an affidavit (on the Vendor's letterhead) attesting that each fire alarm and smoke detection system is fully operational and functional in accordance with all applicable local, and state and federal codes, statutes, laws, rules and regulations within thirty (30) calendar days of conducting the inspection and testing.
4. The Vendor shall furnish and maintain a log for each Site indicating all work, inspections, tests, and certifications performed on each fire alarm and smoke detection system as part of the annual verification service.

C. Lightning Protection Systems Testing and Verification

1. The Vendor shall inspect, test, and verify each lightning protection system as requested by the Department's Project/Contract Manager. The Vendor shall visibly inspect the condition and integrity of all parts/materials, including but not limited to, air terminals, air terminal bases, roof conductors, cross-run conductors, down conductors, secondary conductors, conduits, bonding devices, cable splicers, connectors, ground rods, cadweld connections, exothermic weld connections, and miscellaneous materials and submit a detailed report (on the Vendor's letterhead) to the Department's Project/Contract Manager. The report shall detail, at a minimum, all deficiencies, the date, and the times of each completed inspection. Any required repairs will be paid on a time and material basis, under a separate Work Document, using the applicable Lightning Protection System Technician and parts allowance pay items as approved

by the Department's Project/Contract Manager. After the repairs are complete, the Vendor shall update the report and re-submit, along with an affidavit (on the Vendor's letterhead) attesting that each lightning protection system is fully operational and functional in accordance with all applicable local, state and federal codes, laws, rules, and regulations within thirty (30) calendar days of conducting the inspection and testing.

2. The Vendor shall furnish and maintain a log on-site for each system indicating all work, inspections, tests, and repairs performed on the system. A LPS Inspection Checklist is provided as Attachment "F."
3. Air terminals shall project a minimum of twelve inches (12") above the highest point of the roof (including roof parapet). Air terminals shall be supported and secured against overturning by permanent or rigid attachments to the building or tower. Roof main and cross-run conductors shall be compatible with roof material and shall meet the minimum size and material requirements for Class I or Class II structures as specified in NFPA 780. Down conductors shall meet the minimum size and material requirements for Class I or Class II structures as specified in NFPA 780. Conduits encasing down conductors shall be PVC and in good working condition. Cable splicers and connectors shall be in good working condition and UL certified for the intended use.
4. Ground rods shall be copper clad steel or stainless steel and nominally twenty feet (20') long and 5/8" diameter or larger. Each new grounding electrode shall be tested individually to ensure the maximum resistance-to-ground shall not exceed ten (10) ohms, and every rod that fails the test shall be driven deeper, using additional lengths of ground rod if necessary, until the required resistance is achieved. Complete building grounding system resistance-to-ground shall not exceed five (5) ohms. Where tests show resistance-to-ground exceeds five (5) ohms, take appropriate action to reduce resistance to five (5) ohms or less, by installation of additional ground rods. Where multiple ground rods are used, the separation between any two (2) ground rods shall be at least the sum of their driven depths where practicable as per NFPA 780. Install rods at least ten feet (10') apart. A two (2) ohm or less grounding system may be required in high lightning areas to ensure adequate protection of equipment. The lightning protection system ground terminals shall be bonded to the building or structure grounding electrode system as per NEC 250.106. The resistance-to-ground for the grounding electrode systems shall be measured using ground resistance testers. Grounding loop conductors shall be bare stranded copper and buried not less than twenty-four inches (24") in depth.
5. Items deemed beyond repair and needing replacement shall be replaced with UL certified items. Repairs or replacements of lightning protection items such as air terminals, air terminal bases, roof conductors, cross-run conductors, down conductors, secondary conductors, conduits, bonding devices, cable splicers, connectors, ground rods, miscellaneous materials, and any other associated items shall be repaired or replaced by accredited lightning protection institute.

4.2 Other General Requirements (Personnel Lift or Bucket Truck)

Upon the Department's request, the Vendor shall furnish a personnel lift or bucket truck with an operator, outfitted with amber strobes and Department approved cones. The personnel lift or bucket truck may be used to perform work other than electrical service work (e.g., removal of bird's nest or fixing canopy signs). The lift shall be capable of holding two (2) persons and reaching up to thirty feet (30') high. The work shall be authorized at the discretion of the Department's Project/Contract Manager.

4.3 Repairs, Installation, Replacement, and Other Maintenance Work (Emergency and Non-Emergency Services)

The Vendor shall provide unscheduled services, to diagnose problems, including but not limited to emergency and minor repairs, to keep the Site in good/safe operating condition.

- A. Under this Contract, the Vendor shall be available on a twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year basis.
- B. The Department's Project/Contract Manager will notify the Vendor when to proceed with work by issuance of a Work Document. The Work Document will identify the location and describe the anticipated work. Work requests can either be written or verbal.
- C. In the event of any emergencies, the Vendor shall respond within three (3) hours after notification from the Department's Project/Contract Manager.
- D. The Vendor shall have a work vehicle available at the Site within the response time specified herein. The Vendor's work vehicles shall be equipped with the materials required to complete the work.
- E. Any required repairs will be paid on a time and material basis, under a separate Work Document, using the applicable pay items as approved by the Department's Project/Contract Manager.
- F. The Vendor shall notify the Department's Project/Contract Manager for approval prior to conducting any work if the work will exceed five percent (5%) of the original Work Document estimate.
- G. The Vendor shall provide a written estimate of time and materials necessary to complete assigned work in excess of two thousand five hundred dollars (\$2,500.00) to the Department's Project/Contract Manager for approval prior to conducting the work. Written estimates shall be submitted to the Department's Project/Contract Manager within ten (10) business days of the date of receipt of the request.
- H. The Vendor shall warrant all repairs and/or workmanship for ninety (90) calendar days from the date of Department acceptance of repair or service. In the event, a repair fails within the warranty period and such failure is the result of the parts/materials provided or the work performed by the Vendor, the Vendor shall correct the problem at no additional cost to the Department.
- I. The Vendor shall communicate with the Department's Project/Contract Manager the start date prior to the start of any work. The Department's Project/Contract Manager reserves the right to approve or deny any scheduled date(s) suggested by the Vendor.
- J. The Vendor shall maintain adequate and competent personnel so as to enable the Vendor to perform the assigned work as well as respond to and perform all emergency and non-emergency services as requested by the Department.
- K. The Vendor shall proceed with the work with due diligence and use all reasonable efforts to complete the same without delay. Failure to do so may constitute unsatisfactory performance, and after a written warning from the Department, the Vendor may be declared in default.

4.4 Parts/Materials for Repair, Installation, and Replacement Work

- A. Parts/materials provided by the Vendor for repair, installation, and replacement shall be new (original equipment) from the manufacturer of the equipment. Rebuilt, refurbished, and/or repaired parts/materials will not be acceptable unless otherwise approved in writing by the Department in advance of repair or installation.
- B. All parts/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. Upon request, by the Department's Project/Contract Manager, the Vendor shall leave any replaced parts/materials at the Site for inspection.
- 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 incorporated into the work are completely free of any type of asbestos materials.

4.5 Tools and/or Equipment

The Vendor shall be responsible for providing all tools and/or equipment (owned, leased, or rented) that may be needed for repairs, replacements, installations, emergency restoration services, and non-emergency services throughout the duration of this Contract.

4.6 Reports and Documentation

The Vendor shall maintain complete records of the work performed by the Vendor's employee(s) at any of the sites covered under this Contract and provide such records to the Department at the Department's request.

4.7 Submittals

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

- A. A list of all personnel anticipated for employment under this Contract.
- B. All other documents provided by the Department to the Vendor are to be completed and submitted prior to the issuance of the Notice to Proceed (NTP).

4.8 Work Schedule

All Sites operate twenty-four (24) hours a day, seven (7) days a week, and on some holidays. The Vendor shall anticipate performing work before, during, and after regular office hours. Regular office hours are between 8:00 AM and 5:00 PM ET. The Vendor is not entitled to any additional compensation for work performed outside regular office hours.

4.9 Sign-in and Sign-out

Upon arrival at a Site, the Vendor, sub-vendors, and their employees shall sign-in, completing all information in the visitor's log, where applicable. The Vendor, sub-vendors and their employees shall sign-out after completion of the daily work activities. The Vendor, sub-vendors and their employees shall sign-in and sign-out when leaving and returning to the Site (including when leaving/returning for breaks).

4.10 Work Status

- A. The Vendor shall keep the Department's Project/Contract Manager informed of the status of all work being performed throughout the duration of the Contract.
- B. Any work or maintenance issues that are identified by the Vendor during the Vendor's operations shall be discussed and addressed only with the Department's Project/Contract Manager or his/her designee.
- C. The Vendor shall notify either verbally or in writing the Department's Project/Contract Manager upon completion of any work performed under this Contract.

4.11 Lighting, Water, and Power Source at the Site

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

amperage in the area work is being performed. The Vendor and sub-vendor(s) shall verify the amperage at the time work is to begin and shall ensure the electrical demand for tool power supply will not overload the circuits.

4.12 Notification of Damages and Damage Repair

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

4.13 Clean-up and Disposal

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

4.14 Delay of Work Due to Weather or Other Causes

- A. If the completion of work is delayed due to inclement weather, natural disaster, emergency conditions, or other work performed by Department personnel, or another FDOT vendor, the Vendor shall reschedule the work and advise the Department's Project/Contract Manager of the change in schedule caused by the weather or any other cause for the delay, such as the examples contained herein.
- B. In cases of extreme traffic or weather conditions, the Vendor shall be required to remove their operation from the roadway and/or right-of-way at the discretion of the Department.

4.15 Uniforms

The Vendor, sub-vendor(s), and their employees, at all times, while at a Site, shall wear uniforms clearly identifying the company logo and employee's name.

4.16 Performance Measures

A. Emergency Work

The Vendor shall be expected to respond within **three (3)** hours from the time of notification given by the Department's Project/Contract Manager. Failure by the Vendor to arrive at the Site within three (3) hours will result in a deduction based on the following criteria:

EMERGENCY PERFORMANCE CRITERIA		
<i>Deficiency Identification</i>	<i>Time Allowed/Criteria</i>	<i>Deduction</i>
a. Failure to respond in an emergency.	Within three (3) hours from the time of notification.	\$100 per hour per occurrence.

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

B. Non-Emergency Maintenance Services

The Vendor shall be expected to complete non-emergency maintenance services within the timeframe established in the Work Document. Failure to complete the work within the allowed timeframe will result in a deduction based on the following performance criteria;

WORK DOCUMENTS PERFORMANCE CRITERIA		
Deficiency Identification	Time Allowed/Criteria	Deduction
a. All work specified in a Work Document is not completed within the allowed timeframe.	Work must be completed within the timeframe established in Work Document.	Five percent (5%) of the Work Document amount, per day late.
b. Work Document not completed correctly or according to requirements.	Re-perform the work until correct. Work must be completed according to requirements established in the Work Document, procedures, specifications, and other Contract documents.	Five percent (5%) of the Work Document amount per day late, due to exceeding the allowed timeframe in re-performing the work.

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

4.17 Subletting or Assigning of Work

The Vendor shall not sublet, assign or transfer any work under this Contract without written consent by the Department. After written consent by the Department, the Vendor will be permitted to sublet a portion of the work but shall perform with its own organization, work amounting to not less than forty percent (40%) of the total contract amount. All sub-vendors are required to be 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.

5) Safety and Worker Protection

5.1 Safety and Worker Protection Requirements

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

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

5.2 Lock-Out/Tag-Out

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

5.3 Maintenance of Traffic (MOT)

- A. The Vendor shall comply with the requirements of the latest editions of FDOT Standard Specifications for Road and Bridge Construction, Section 102, MUCTD, Part VI, FDOT Standard Plans for Road Construction, Index Series 102-600, and Turnpike's Portable Changeable Message Sign and Lane Closure Policies and Guidelines which are hereby incorporated by reference as if fully set forth herein.
- B. Department approval required before any lane closure activities.

5.4 Short Term Lane Closure at Toll Plazas

No work shall be conducted by the Vendor in any Site traffic lane until closure of the lane is completed by the Vendor and approved by the Department. The Vendor shall be responsible for the safety of its employees by ensuring that proper temporary lane closure is complete prior to the start of work within Site traffic lanes. A Lane Closure Procedure can be found in Attachment "D," Lane Closure Procedure and made a part of this Contract. It shall be the sole responsibility of the Vendor to furnish, set up, and remove upon completion of the work, the required traffic control devices. The Vendor shall notify the Department when the work is complete, and the traffic lane can be re-opened for use.

5.5 Certified Worksite Traffic Supervisor

The Vendor shall provide an on-site Worksite Traffic Supervisor responsible for initiating temporary lane closures and monitoring the installation, maintenance, relocation, and eventual removal of all traffic control devices deployed in accordance with the latest Maintenance of Traffic Indexes, of the FDOT Standard Plans for Road Construction. The Vendor shall ensure the Worksite Traffic Supervisor is certified in the advanced training category by a Department approved training provider.

5.6 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) The Department's Responsibilities

6.1 Administration of Contract

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

6.2 Pre-work Conference

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

6.3 Periodic Inspection

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

6.4 Performance Evaluation

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

7) Contract Term

The Department will issue the Notice to Proceed (NTP) within sixty (60) calendar days after the Department's execution of the Contract. Services shall commence upon the start date identified in the NTP letter and shall continue for a period of one (1) year, or the date of termination, whichever occurs first.

FLORIDA DEPARTMENT OF TRANSPORTATION



ATTACHMENTS

DOT-ITB-24-8013R-MM

ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION, AND CERTIFICATION

**FLORIDA'S TURNPIKE (SR 91), MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417), MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417), MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429), MILEPOST 0.0 TO MILEPOST 11.0
WEKIVA PARKWAY (SR 429), MILEPOST 43.0 TO MILEPOST 53.0
BEACHLINE EXPRESSWAY (SR 528), MILEPOST 0.0 TO MILEPOST 32.0
SUNTRAX TEST FACILITY, POLK PARKWAY (SR 570), MILEPOST 21.0**

FPID Nos. 192569-1-7B-01, 439168-1-7B-03, 437300-8-7B-01

ESTIMATED QUANTITIES CONTRACT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ATTACHMENT "A"
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 192569-1-7B-01, 439168-1-7B-03, 437300-8-7B-01

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

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

Procurement No.: DOT-ITB-24-8013R-MM

D.M.S. Catalog Class No.: 72151500, 72151501, 73152108

BY THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the:

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

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as selected below, whichever occurs first. Subsequent to the execution of this Agreement by both Parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- Services shall commence upon execution and shall be completed within years or date of termination, whichever occurs first.
- Services shall commence on NTP date and shall be completed within one (1) year, or date of termination, whichever occurs first.

B. RENEWALS (Select appropriate box):

- This Agreement may not be renewed.
- This Agreement may be renewed for up to three (3) additional years in such increments as determined by the Department. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. The 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 (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plans is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the ten current billing period. The retainage shall be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Department's 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 post audit thereof.

D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Contract Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar

shall not be paid 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(24), Florida Statutes (F.S.). All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Department will have grounds for declaring the Vendor in default if the Vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the Vendor to being suspended from business with the State of Florida. **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 the 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 five (5) 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, defend, 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 or any 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 provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guarantees 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.

5. INSURANCE AND BOND COVERAGE

A. **INSURANCE:** The Vendor shall not commence any work until it has obtained the following types of insurance, and certificates evidencing (to the Department's satisfaction) the required coverages to be in effect have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required certificates of insurance to the Department's Procurement Officer within ten (10) calendar days of written request by the Procurement Officer.

The Vendor shall carry and keep in force during the term of this Agreement, the following insurance policies with a company or companies authorized to do business in Florida:

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

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

With respect to any insurance policy required pursuant to this Agreement (with the exception of professional liability), 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 Agreement. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days' advance notice shall be given to the Department or as provided in accordance with Florida law. The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

B. 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.

C. PAYMENT AND PERFORMANCE BOND:

- No Bond is required.
- Vendor must supply to the Department a Payment and Performance Bond ("Performance Bond") covering the duration of the Contract in the amount of \$. In the event the Contract is renewed or extended, the Vendor must supply to the Department a Performance Bond in the amount described above to cover any such renewal or extension. The Performance Bond must be provided by a surety company authorized to do business in the State of Florida, payable to the Department and conditioned upon the Vendor's prompt, faithful, and efficient performance of this Agreement according to its terms and conditions, and for the Vendor's prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

6. COMPLIANCE WITH LAWS

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

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

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

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

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

TPprc_custodian@dot.state.fl.us

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the

Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
 - (1) If the Department has knowledge or reason to believe that any person has violated the provisions of the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes are by reference 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. Pursuant to section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions Appendices A and E, available at https://fdotwww.blob.core.windows.net/sitemfinity/docs/defaultsource/procurement/pdf/appendices-a-and-e_for-contracts-2015-04.pdf?sfvrsn=fd7881aa_2 incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

7. TERMINATION AND DEFAULT

- A. This Agreement may be terminated by the Department in whole or in part at any time if the interest of the Department requires such termination. The Department reserves the right to terminate this Agreement in the event an assignment is made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the 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. Section 287.135, Florida Statutes, prohibits a company from entering into a contract for goods or services of any amount if, at the time of entering into such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from entering into a contract for goods or services of \$1,000,000 or more if, at the time of entering into such contract, the company is on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Cuba or Syria. If the Department determines the Vendor submitted a false certification under Section 287.135, Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135, Florida Statutes, or maintain the Contract if the conditions of Section 287.135, Florida Statutes, are met. Additionally, the Department may terminate the Contract if the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List; been engaged in business operations in Cuba or Syria; been placed on a list created pursuant to Section 215.743, Florida Statutes, relating to scrutinized active business operations in Iran; or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- F. Pursuant to Section 908.111, Florida Statutes, the Department may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida, with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Pursuant to Section 908.111, Florida Statutes, the Vendor represents that the Vendor is a carrier with which the Department may enter this Agreement or is not a carrier defined in and subject to Section 908.111, Florida Statutes. The Department may terminate this Agreement upon receipt of knowledge or information that the Vendor is a carrier with which the Department is prohibited from contracting with under Section 908.111, Florida Statutes. Such termination shall be effective on the date of written notice to the Vendor.
- G. Early termination fees or early termination or cancellation fees are expressly prohibited under this Agreement and will not be paid by the Department to the Vendor or any of its subcontractors. The Department will not pay early termination or cancellation fees in the event of termination for cause or convenience.

8. ASSIGNMENT AND SUBCONTRACTS

- A. 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:

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

After Agreement execution and before the Vendor enters into any agreement with a subcontractor not already authorized to provide, or assist in the provision of, services under the Agreement, the Vendor shall give the Department at least twenty (20) business days'

written notice of its intent to subcontract services required under the Agreement, and include the basis for the need to subcontract and any other information the Department may reasonably require to evaluate the proposed subcontractor. Any objection or request for additional information by the Department Contract Manager will be in writing. The Parties agree that a subcontractor's change in control (including, without limitation, a change in control in connection with a transaction with a parent, subsidiary, affiliate, division, or entity controlling, controlled by, or under common control with the subcontractor, or in connection with a transaction with a successor entity as a result of a merger, consolidation, reorganization, or government action), shall require the subcontractor to undergo the approval process again as if it were a new subcontractor.

The Department reserves the right to require removal of subcontractors or subcontractor staff from this Agreement. If the Department exercises its right to require removal of a subcontractor staff member from this Agreement, such shall not be construed as a request by the Department to terminate the staff member from the subcontractor's employ. Under no circumstances shall the subcontractor inform the staff member that he or she is being terminated by the Department or any representative of the Department. The subcontractor shall take full responsibility for the termination of a subcontractor staff member. The Vendor agrees to incorporate this paragraph into all agreements between the Vendor and any subcontractor providing services under this Agreement.

Removal of a subcontractor shall require an amendment to this Agreement. The Vendor may remove any subcontractor at any time but shall obtain the Department's approval as outlined herein. The Vendor shall notify the Department Contract Manager in writing in the event it plans to remove a subcontractor or when it plans to terminate or materially change the terms of any subcontractor agreement at least forty (40) business days before such action is taken to ensure adequate time to effectively communicate changes and to provide knowledge transfer to the Vendor, or replacement staff as agreed to by the Department; unless good reason (impacts to public health, safety and welfare) exists for more immediate action by the Vendor against the subcontractor, in which event the Vendor shall notify the Department of such action no later than the day the action is taken. Such notice shall set forth the relevant details of the reasons for termination. If the Vendor seeks to replace any such removed subcontractor, such replacement subcontractor must be approved as provided herein by the Department and authorized through an amendment to this Agreement.

B. Select the Appropriate box:

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

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

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

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

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

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

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

9. MISCELLANEOUS

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

H. Pursuant to Rule 60A-1.002, F.A.C., Forms PUR 1000 and PUR 1001 are incorporated herein by reference and made a part of this Agreement except where superseded or specifically excluded, by this Agreement and any attachments, exhibits, or Amendments.

I. The Department may grant the Vendor's employees or subcontractors access to the Department's secure networks as part of the project. In the event such employees' or subcontractors' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's Contract Manager no later than the employees' or subcontractors' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subcontractors' participation in the project, whichever occurs later.

J. Vendors/Contractor:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
3. shall adhere to requirements in section 448.095, Florida Statutes.

K. CONTINUING OVERSIGHT TEAM

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:

In accordance with Section 287.057(26), Florida Statutes, the Department will establish a continuing oversight team that will meet during the term of this Agreement to discuss the status of the Agreement, the pace of deliverables, the quality of deliverables, Vendor responsiveness, and Vendor performance. The continuing oversight team shall have the right to submit written questions to the Vendor concerning any items discussed during a continuing oversight team meeting and the Vendor shall respond, in writing, to all questions within ten (10) business days of its receipt thereof. The continuing oversight team will convene an initial meeting with the Vendor (the Vendor must attend this meeting) to achieve a mutual understanding of the Agreement requirements, to provide the Vendor with an orientation to the Agreement management process, and to provide an explanation of the role of the continuing oversight team and Department Contract Manager. Following the initial meeting, the Vendor must meet with the continuing oversight team at least quarterly, and as may otherwise be requested by the Department, to respond to any questions or requests for information from the continuing oversight team concerning the Vendor's performance.

L. The Vendor shall not use Department information for any purpose other than to facilitate the transactions contemplated by this Agreement. The Vendor shall not disclose Department information to any Vendor employee or subcontractor unless such person needs access in order to perform the services required under this Agreement and executes a non-disclosure agreement with the Department; and shall not disclose Department information to any other third party without the Department's prior written consent. Without limiting the generality of the foregoing, the Vendor shall protect Department confidential information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Vendor shall promptly notify the Department of any misuse or misappropriation of Department information that comes to the Vendor's attention. Notwithstanding the foregoing, the Vendor may disclose Department information as required by applicable

law. The Vendor shall give the Department prompt notice of any such legal or governmental demand and reasonably cooperate with the Department in any effort to seek a protective order or otherwise to contest such required disclosure.

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

N. The following documents are incorporated and made a part of this Agreement: Exhibit "A," Scope of Services; Exhibit "B," Method of Compensation; Exhibit "C," Bid Blank ; Attachment "B" – PUR 1000, Attachment "C" – PUR 1001, and Attachments D - F. In the event of a conflict among the documents that make up this Agreement, the order of precedence is as follows (highest to lowest):

1. Exhibit "A," Scope of Services
2. Exhibit "B," Method of Compensation
3. Exhibit "C," Bid Blank
4. Standard Written Agreement
5. Attachment "B" - PUR 1000
6. Attachment "C" - PUR 1001
7. Attachments D - F

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

(Print/Type)

BY: _____
Authorized Signature

Nicola Liquori
(Print/Type)

Title: _____

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

Attachment "B"

DOT-ITB-24-8013R-MM
FPID Nos. 192569-1-7B-01
439168-1-7B-03
437300-8-7B-01

State of Florida PUR 1000 General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
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13. Risk of Loss.
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30. Antitrust Assignment
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32. Employees, Subcontractors, and Agents.
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35. Insurance Requirements.
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37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

Attachment “B”

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41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

- 1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
 - (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
 - (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
 - (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
 - (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
- 2. Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
- 3. Product Version.** Purchase orders shall be deemed to reference a manufacturer’s most recently released 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.

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- (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.

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- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
- 13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor;

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and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement 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

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(850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

- 16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.
- 17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
- 18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). 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

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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

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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

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remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

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

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

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

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the

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extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

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

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

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

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

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

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

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

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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

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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 <https://pride-enterprises.org/>.

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

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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.

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State of Florida PUR 1001 General Instructions to Respondents

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19. Public Records.
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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

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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 36 months from the date of being placed on the convicted vendor list:

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

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

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

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

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

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officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

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

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

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

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

12. Public Opening. Responses shall be opened on the date and at the location indicated on the 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 <https://vendor.myfloridamarketplace.com>. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

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

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

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- 16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
- 18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
- 19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
- 20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
- 21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in

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writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

ATTACHMENT “D” LANE CLOSURE PROCEDURE

Non-Open Road Tolling (ORT) Short Term Lane Closure Procedure

Effective immediately, this is the procedure for the implementation of a short term lane closures at Toll Plazas in non-ORT lanes. A short duration lane closure is defined as from zero (0) to three (3) hours in length. The lane closure shall be in accordance with the latest version of the FDOT Standard Specifications for Road and Bridge Construction, Section 102, and Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), Sheet 6 of 6. A lane closure that takes longer than the three (3) hours allowable maximum time limit shall have a separate lane closure Traffic Control Plan (TCP) written for it taking into account traffic patterns through the plaza.

Lane Closure Pre-implementation

1. Lane Closures for individual lanes shall not be conducted at a plaza during peak traffic hours. Peak Traffic hours by lane can be identified by using the *Enterprise One Financial Services Monthly Reports* on the Florida’s Turnpike Enterprise Intranet and querying the latest *“SunPass and Cash Traffic by Lane Number”* report. Use the latest monthly report and lane statistics to determine peak and off peak traffic.
2. The Plaza Manager, in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), Sheet 6 of 6, Note 5, shall be notified of the closure at least forty eight (48) hours in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with the Plaza Manager immediately upon the determination that a lane closure is required.
3. SunWatch shall be notified at the same time the Plaza Manager is notified.

Lane Closure Requirements

1. All Lane Closures shall be in accordance with all requirements of the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), Sheet 6 of 6.
2. The Plaza Staff will close the lane in accordance with Tolls Operations procedures prior to the implementation of the Lane Closure. This means that the red light over the canopy will be activated and three cones placed in front of the lane. SunWatch at 407-264-3375 will be notified when the lane is closed.
3. Upon closure of the lane by Plaza staff, the vehicle that will block the lane will be placed in the lane. The vehicle shall be parked at an angle with the amber lights and flashers activated. The vehicle shall be parked with the wheels turned toward a lane without a booth or an unoccupied booth. Use only vehicle meeting the requirements found in Section 102-5.9 of the latest edition of FDOT Standard Specifications for Road and Bridge Construction. Note that for all aerial work a Truck/Trailer mounted attenuator is required to be placed in front of the aerial lift. Additional cones shall be placed in front of the work zone as identified on Sheet 6 of 6.
4. Personnel working in the lane shall follow all FDOT safety procedures for working in a traffic lane as outlined in the FDOT Loss Prevention Manual 500-00-015 and other applicable Turnpike Enterprise or other agency procedures.
5. Upon completion of the work, the vehicles shall be removed from the lane. The additional cones will be removed, and the three (3) lane cones placed by the plaza personnel when the lane was closed will be in their original location across the lane. Notify the plaza staff when the lane is ready to be opened.

ATTACHMENT "D" LANE CLOSURE PROCEDURE

6. Approval must be obtained in advance from the appropriate Regional Toll Manager that requires the closure of a dedicated SunPass lane. This will be accomplished by contacting SunWatch at 407-264-3375 who will perform the coordination with the Regional Toll Manager.

Open Road Tolling (ORT) Lane Closure Procedure

Effective immediately, this is the procedure for the implementation of lane closures in ORT lanes.

Closing an open road tolling lane shall only be done at night between the hours of 9:00 PM and 6:00 AM. These closure times may vary to closing later in the evening and opening earlier in the morning depending on traffic patterns for that site. At no time will they close earlier than 9:00 PM or open later than 6:00 AM.

If the ORT lanes are at a barrier plaza that spans across the entire Turnpike there are two (2) options open for the closure:

1. If the plaza still has manual cash lanes adjacent to the ORT lanes that are open and operational at the plaza, traffic can be detoured through the plaza and the manual cash lanes in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards).
2. If the plaza does not have manual cash lanes adjacent to the ORT lanes to divert traffic through, the closure will only close those lanes required for the work. At no time will all lanes be closed at the same time. The lane closure shall be in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), or other indexes in the Design Standards, Series 600 for a single or multi-lane closure.
3. If the ORT lanes are at a ramp, the lanes shall not be totally closed. The ramp closure shall be only for the lanes being worked and at least one lane shall remain open for the duration of the closure. If a shoulder of the ramp is covered by tolling equipment, the shoulder can be used as the open lane upon approval from Tolls. Lane closure shall be in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), or other indexes in the Design Standards, Series 600 for a single or multi-lane closure.

Lane Closure Pre-implementation

1. Approval must be obtained in advance from the appropriate Regional Toll Manager that requires the closure of an ORT lane. This will be accomplished by contacting SunWatch at 407-264-3375 who will perform the coordination with the Regional Toll Manager (and the Plaza Manager if it is a manned plaza with ORT Lanes).
2. SunWatch shall be notified of the closure of an ORT lane closure seven (7) days in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with SunWatch immediately upon the determination that a lane closure is required.
3. An ORT Lane Closure Request shall be made through Project Solve seven (7) days in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with SunWatch, Traffic Operations, and the Plaza Manager (if applicable), immediately upon the determination that a lane closure is required.

ATTACHMENT “D” LANE CLOSURE PROCEDURE

Lane Closure Requirements

1. All Lane Closures shall be in accordance with all requirements of the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), or other indexes in the Design Standards, Series 600 that may apply for a single or multi-lane lane closure.
2. Personnel shall not enter the lanes until after the MOT has been fully placed.
3. Personnel working in the lane shall follow all FDOT safety procedures for working in a traffic lane as outlined in the FDOT Loss Prevention Manual 500-00-015 and other applicable Turnpike Enterprise or other agency procedures.
4. Prior to opening the lane to traffic, all equipment and personnel will be removed from the lane closure area. The area shall be inspected prior to opening the lanes to make sure all debris is removed. SunWatch will be notified at 407-264-3375 when the lane is opened to traffic.

FACILITY LOCATIONS

SR #	MP #	BLDG. #	LOCATION / SITE DESCRIPTION	FIRE ALARM / SMOKE DETECTION SYSTEMS	LIGHTNING PROTECTION SYSTEMS
FLORIDA'S TURNPIKE MAINLINE (SR 91)					
91	173.0		Site X Tower		
		4202	Communications Building & Tower		
91	184.0		Fort Drum Service Plaza		
		4462	Parking Lots		
		4702	Service Plaza Mega Generator		
		4705	Water Plant Mega Generator		
91	193.0		Yeehaw Junction Toll Plaza		
		5482	Water Treatment Shed		
91	193.0		Yeehaw Junction Maintenance Yard		
		5906	FHP Building/Storage		
		5252	Communications Building & Tower		
		4577	Storage Shed		
91	208.0		Kenansville Tower		
		5059	Communications Building & Tower		
91	229.0		Canoe Creek Service Plaza		
		5349	Parking Lots		
		5606	Service Plaza Mega Generator		
		5258	Communications Building & Tower		
91	236.0		Three Lakes Gantry Structure		X
91	240.0		Kissimmee Park Road N/B Ramp Toll Plaza		
		5620	Equipment Building		X
		5628	Gantry Structure		X
91	240.0		Kissimmee Park Road S/B Ramp Toll Plaza		
		5619	Equipment Building		X
		5621	Gantry Structure		X
91	244.0		Kissimmee/St. Cloud Toll Plaza		
		5451	Administration Building	X	X
			Canopy		X
91	249.0		Osceola Parkway N/B Ramp Toll Plaza		
		5461	Combo Building		
			Canopy		X
			Toll Booths		
91	249.0		Osceola Parkway S/B Ramp Toll Plaza		
		5460	Administration Building		X
			Canopy		X
91	251.0		SR 417 & Florida's Interchange		
		5739	NB Turnpike on Ramp Gantry Equipment Building		X
		8202	SB Turnpike off Ramp Gantry Equipment Building		X
91	254.0		Orlando South Toll Plaza		
		5455	Administration Building	X	X
			Canopy		X
			Tunnel		
91	254.0		Orlando South Maintenance Yard		
		5260	Storage/Communications Building & Tower		
		5907	FHP/Tolls Office/Maintenance Building		
91	255.0		Consulate Drive S/B Ramp Toll Plaza		
		8062	Gantry Equipment Building		X
			Gantry Structure		X
91	259.0	8167	I-4 NB Gantry Equipment Building		X
91	259.0	8170	I-4 SB Gantry Equipment Building		X

FACILITY LOCATIONS

SR #	MP #	BLDG. #	LOCATION / SITE DESCRIPTION	FIRE ALARM / SMOKE DETECTION SYSTEMS	LIGHTNING PROTECTION SYSTEMS
91	263.0		Turkey Lake Service Plaza		
		5348	Parking Lots		
		5610	Service Plaza Mega Generator		
		5264	Regional Tolls Office	X	X
91	263.0		Turkey Lake Headquarters		
		5315	Headquarters Building		X
		5317	Operations Building		X
		5318	FHP Building		X
		5319	Sun Watch Building		X
		5609	Headquarters Mega Generator		
		5608	SunWatch Mega Generator		
91	267.0		Orlando West/Ocoee Tower		
		5267	Communications Building & Tower		
91	272.0		S.R. 50/Winter Garden North		
		5634	Administration Building	X	X
		5636	Canopy		X
		5518	Storage Shed		
		5635	Generator Building		X
91	272.0		S.R. 50/Winter Garden South		
		5638	Combo Building		X
		5639	Canopy		X
91	279.0		Minneola/Hancock Road Interchange		
		5747	Gantry Equipment Building		X
		5743	Gantry Equipment Building		
91	285.0		Clermont/Leesburg Toll Plaza		
		5452	Administration Building	X	X
			Canopy		X
91	285.0		Clermont/Leesburg Maintenance Yard		
		5908	FHP Building/Storage		
		5269	Communications Building & Tower		
91	288.0		Leesburg Mainline Toll Plaza		
		5453	Administration Building		
			Tunnel		
		8200	Gantry Equipment Building		X
91	289.0		U.S. 27 S/B Ramp Toll Plaza		
		5456	Combo Building		
			Canopy		X
			Toll Booths		
91	289.0		U.S. 27 N/B Ramp Toll Plaza		
		5454	Combo Building		
			Canopy		X
			Toll Booths		
91	296.0		C.R. 470 N/B Ramp Toll Plaza		
		5959	Combo Building		X
			Gantry Structure		X
91	296.0		C.R. 470 S/B Ramp Toll Plaza		
		5961	Combo Building		X
			Gantry Structure		X
91	299.0		Okahumpka Service Plaza		
		5350	Parking Lots		
		5274	Water & Sewer Treatment Plant		
		5273	Storage Building (South end of Plaza)		

FACILITY LOCATIONS

SR #	MP #	BLDG. #	LOCATION / SITE DESCRIPTION	FIRE ALARM / SMOKE DETECTION SYSTEMS	LIGHTNING PROTECTION SYSTEMS
		5607	Mega Generator		
91	304.0		Wildwood Tower		
		5276	Communications Building & Tower		
SOUTHERN CONNECTOR EXTENSION (SR 417)					
417	1.0		Celebration Mainline Toll Plaza		
		5469	Administration Building	X	X
			Canopy		X
			Toll Booths		
			Tunnel		
		5520	Storage Shed		
		5707	HUB Building	X	
417	2.0		U.S. 192/Celebration N/B Ramp Toll Plaza (East)		
		5466	Combo Building		
			Canopy		X
			Toll Booths		
417	2.0		U.S. 192/Celebration S/B Ramp Toll Plaza (West)		
		5467	Combo Building		
			Canopy		X
			Toll Booths		
417	3.0		Osceola Parkway S/B Ramp Toll Plaza (West)		
		5471	Combo Building		
			Canopy		X
			Toll Booths		
417	3.0		Osceola Parkway N/B Ramp Toll Plaza (East)		
		5470	Combo Building		
			Canopy		X
			Toll Booths		
417	6.0	5706	HUB Building	X	
SEMINOLE EXPRESSWAY (SR 417)					
417	37.7	5708	HUB Building	X	
417	38.0		Aloma Avenue S/B Ramp Toll Plaza (West)		
		5464	Combo Building		
			Canopy		X
			Toll Booths		
417	38.0		Aloma Avenue N/B Ramp Toll Plaza (East)		
		5465	Combo Building		
			Canopy		X
			Toll Booths		
417	41.0		Red Bug Lake Road S/B Ramp Toll Plaza (Northwest)		
		5442	Combo Building		
			Canopy		X
			Toll Booths		
417	41.0		Red Bug Lake Road N/B Ramp Toll Plaza (East)		
		5441	Combo Building		
			Canopy		X
			Toll Booths		
417	41.0		Red Bug Lake Road S/B Ramp Toll Plaza (Southwest)		
		5440	Combo Building		
			Canopy		X
			Toll Booths		
417	44.0		S.R. 434 N/B Ramp Toll Plaza (East)		
		5438	Combo Building		
			Canopy		X
			Toll Booths		

FACILITY LOCATIONS

SR #	MP #	BLDG. #	LOCATION / SITE DESCRIPTION	FIRE ALARM / SMOKE DETECTION SYSTEMS	LIGHTNING PROTECTION SYSTEMS
417	44.0		S.R. 434 S/B Ramp Toll Plaza (West)		
		5439	Combo Building		
			Canopy		X
			Toll Booths		
417	48.0		Lake Jesup Mainline Toll Plaza		
		5443	Administration Building	X	X
			N/B Canopy		X
			S/B Canopy		X
		5646	N/B Gantry Equipment Building		X
		5645	S/B Gantry Equipment Building		X
		5702	N/B Signature Gantry Structure		X
		5700	S/B Signature Gantry Structure		X
			Toll Booths		
			Tunnel		
		5443	Storage Shed		
		5709	HUB Building	X	
417	49.0		Lake Mary Blvd. N/B Ramp Toll Plaza (East)		
		5516	Combo Building		
			Canopy		X
			Toll Booths		
417	49.0		Lake Mary Blvd. S/B Ramp Toll Plaza (West)		
		5512	Combo Building		
			Canopy		X
			Toll Booths		
417	50.0		U.S. 17/92 N/B Ramp Toll Plaza (East)		
		5513	Combo Building		
			Canopy		X
			Toll Booths		
417	50.0		U.S. 17/92 S/B Ramp Toll Plaza (West)		
		5515	Combo Building		
			Canopy		X
			Toll Booths		
417	52.0		C.R. 46A S/B Ramp Toll Plaza (East)		
		5517	Administration Building	X	X
		7041	Generator Storage Building		X
			Canopy		X
			Toll Booths		
417	52.0		C.R. 46A N/B Ramp Toll Plaza (West)		
		5514	Combo Building		
			Canopy		X
			Toll Booths		
417	55.0	5710	HUB Building	X	
WESTERN BELTWAY (SR 429)					
429	2.0		Sinclair Road S/B Ramp Toll Plaza		
		5617	Combo Building		
			Canopy		X
			Toll Booths		
429	2.0		Sinclair Road N/B Ramp Toll Plaza		
		5618	Combo Building		
			Canopy		X
			Toll Booths		
429	6.0		US 192 S/B Ramp Toll Plaza		
		5611	Combo Building		
			Canopy		X
			Toll Booths		
429	6.0		US 192 N/B Ramp Toll Plaza		

FACILITY LOCATIONS

SR #	MP #	BLDG. #	LOCATION / SITE DESCRIPTION	FIRE ALARM / SMOKE DETECTION SYSTEMS	LIGHTNING PROTECTION SYSTEMS
		5612	Combo Building		
			Canopy		X
			Toll Booths		
429	7.0		Western Beltway Mainline Toll Plaza		
		5602	Administration Building	X	X
			S/B Canopy		X
			N/B Canopy		X
			Toll Booths		
			Tunnel		
			Generator Building		X
		5613	N/B Gantry Equipment Building		X
		5614	S/B Gantry Equipment Building		X
		5616	S/B Signature Gantry		X
		5615	N/B Signature Gantry		X
		5711	HUB Building	X	
429	10.4	5712	HUB Building	X	
429	11.0		Seidel Road N/B Ramp Toll Plaza		
		5603	Combo Building		
			Canopy		X
			Toll Booths		
429	11.0		Seidel Road S/B Ramp Toll Plaza		
		5604	Combo Building		
			Canopy		X
			Toll Booths		

WEKIVA PARKWAY (SR 429)

429			Wekiva Parkway		
	43.0		Gantry Equipment building - Site 4		X
	46.0	5899	Gantry Equipment building - Site 6		X
	52.0	5896	Gantry Equipment building - Site 7 SB ON		X
	52.0	5897	Gantry Equipment building - Site 7 NB OFF		X
	53.0	5898	Gantry Equipment building - Site 8		X

BEACHLINE EXPRESSWAY

528	0.3	5704	HUB Building	X	
528	1.5	8039	Equipment Building		X
528	6.0		Beachline West Mainline Toll Plaza		
		5459	Administration Building	X	X
			E/B Canopy		X
			W/B Canopy		X
			Toll Booths		
			Tunnel		
		5486	Storage Shed		
		5630	E/B Gantry Equipment Building		X
		5633	Signature Gantry		X
528	8.3	5705	HUB Building	X	
528	32.0		Beachline East/SR 520 East On Ramp		
		5299	Equipment Building		X
528	32.0	5300	Beachline East/SR 520 West Off Ramp		
			Equipment Building		X

POLK PARKWAY (S.R. 570)

570	21.0		SunTrax Test Facility		
		8050	Operations Building		X
		8051	Storage Buildings		X
		8052	Gantry Equipment Building 1		X

FACILITY LOCATIONS

SR #	MP #	BLDG. #	LOCATION / SITE DESCRIPTION	FIRE ALARM / SMOKE DETECTION SYSTEMS	LIGHTNING PROTECTION SYSTEMS
		8053	Gantry Equipment Building 2		X
		8054	Gantry Equipment Building 3		X
		8055	Gantry Equipment Building 4		X
		7114	Test Trailer 1		X
		7115	Test Trailer 2		X
		8250	Adminstration Building		X
		8251	Arrival and Conference Center		X
		8252	Maintenance		X
		8253	Central Utility Plant		X
		8256	Work Shop A		X
		8257	Work Shop B		X
		8267	Observation Tower		X
		8264	Sector D		X
		8260	Sector E		X
		8266	Sector F		X
		8262	Sector H		X
		8261	Sector I		X
		8263	Sector J/K		X
		8265	Sector L/M		X
		8259	Sector N		X
		8255	Guard House		X

ATTACHMENT "F"

LIGHTNING PROTECTION SYSTEM (LPS) INSPECTION CHECKLIST

Date:

The following inspections, tests shall be performed in accordance with manufacturer's instruction and NFPA 780.

- Inspect the surge suppression device on power and communication entering the buildings.
- Inspect that the LPS is in good condition, no loose connection, no broken parts, ground conductors and ground terminals are intact, conductors and system components are securely fastened to their mounting surfaces and that no part of the LPS has been weakened by lightning discharge, corrosion, and vibration.
- Inspect that all air terminals and bonding connectors are installed on roof top, fans, ventilators, a/c/units etc.
- Inspect that all metallic bodies of inductance within 6'-0" of lightning conductor or another metal body shall be interconnected to the LPS.
- Inspect that any copper materials are not mounted or in contact with aluminum materials or vice-versa.
- Identify Class Type of LPS
- Provide ground resistance tests of the ground termination system and its individual ground electrodes. Electrical ground resistance to ground terminals (5 ohms or less).
- Provide continuity tests to determine if suitable equipotential bonding for any new construction affecting the LPS.
- Inspect that all air terminals size and quantiles are sufficient for the project.
- Inspect that the perimeter air terminals are with 2'-0" of the outside edge.

Remarks:

Inspected by: _____
Print Name

Signature

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT “B”
METHOD OF COMPENSATION**

DOT-ITB-24-8013R-MM

**ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION,
AND CERTIFICATION**

**FLORIDA’S TURNPIKE (SR 91), MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417), MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417), MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429), MILEPOST 0.0 TO MILEPOST 11.0
WEKIVA PARKWAY (SR 429), MILEPOST 43.0 TO MILEPOST 53.0
BEACHLINE EXPRESSWAY (SR 528), MILEPOST 0.0 TO MILEPOST 32.0
SUNTRAX TEST FACILITY, POLK PARKWAY (SR 570), MILEPOST 21.0**

FPID Nos. 192569-1-7B-01, 439168-1-7B-03, 437300-8-7B-01

ESTIMATED QUANTITIES CONTRACT

EXHIBIT "B" METHOD OF COMPENSATION

ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION, AND CERTIFICATION

1) General

The Vendor shall accept the compensation as full payment for furnishing all labor, materials, and equipment, for work under this Contract.

The Contract is governed by budgetary restrictions. The reimbursement to the Vendor will be based on the unit price of the actual amount of work completed, authorized and approved by the Department's Project/Contract Manager. The planned quantities can be increased or decreased depending on-site conditions. Final reimbursement shall not exceed the total amount set forth in Exhibit "C," Bid Blank, but may be less than the Contract amount since all quantities are estimated and no quantities are guaranteed.

The Vendor shall not perform services or incur costs that would result in exceeding the Contract amount, nor shall the Department be obligated to reimburse the Vendor for services which result in exceeding the Contract amount.

This is an estimated quantities Contract whereby the Vendor agrees to furnish the services specified herein during the term of the Contract and any renewals and extensions thereto. It is further agreed that the unit price bid by the Vendor shall remain unchanged if the actual quantities used are less or greater than what is specified in Exhibit "C," Bid Blank. The Department, based on need and availability of budget, may increase, or decrease the quantity of services required of the Vendor within the general description of the project.

Compensation for any after work hours (between 5:00 PM and 8:00 AM, ET) as required by the Department's Project/Contract Manager will be provided using the unit rates in Exhibit "C," Bid Blank. No additional compensation for after-hours work will be considered beyond those rates.

2) Pay Item Definition (Basis of Payment)

The Department agrees to pay the Vendor for the services performed, as described and detailed herein and in Exhibit "C," Bid Blank.

2.1 Electrical, Fire Alarm, Smoke Detection, Lightning Protection Maintenance Services

Payment shall constitute full compensation for furnishing all labor, materials, expendable supplies, tools, equipment, mobilization, transportation, tolls, permits, confined space entry, debris disposal, maintenance of traffic, lock-out/tag-out, instruments, special apparatus, clean-up, dump fees, and reports.

- A. The Department will pay the Vendor a one (1) hour minimum for approved service personnel rate and personnel lift/bucket truck hourly rate based on Exhibit "C," Bid Blank for each Work Document at the designated Site. In the case of multiple Work Documents being completed at the same time and as the same Site, the Vendor will be compensated a minimum of one (1) hour for all time at that Site regardless of the number of Work Documents completed. For work performed at the Site in excess of the one (1) hour minimum, the Vendor's time will be pro-rated and paid in quarter-hour (.25) increments.
- B. In cases of emergencies, where immediate action is required, as specified in Exhibit "A," Scope of Services, Section 4.3, Repairs, Installation, Replacement and Other Maintenance Work (Emergency and Non-Emergency Services) the Department will pay the Vendor two (2) hours minimum for the authorized service personnel rate for repair services at each Site. In the case of multiple Work Documents being completed at the same time and as the same Site, it will be considered as a single call

for the purpose of the two (2) hours minimum charge. For work performed at the Site in excess of the two (2) hours minimum, the Vendor's time will be pro-rated and paid in quarter-hour (0.25) increments.

C. One (1) Journeyman Electrician or certified technician is required for each Work Document unless otherwise approved by the Department's Project/Contract Manager. Additional service personnel shall be considered helpers/apprentices, regardless of qualifications.

Payment will be made on the basis of the Contract unit prices as shown in Exhibit "C," Bid Blank under the following item numbers:

- **Pay Item No. 1 - Journeyman Electrician, Per Hour (HR).**

The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of a Journeyman Electrician.

- **Pay Item No. 2 - Helper/Apprentice, Per Hour (HR).**

The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of a helper/apprentice, regardless of qualifications.

- **Pay Item No. 3 - Certified Fire Alarm/Smoke Detection System Technician, Per Hour (HR).**

The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of a Certified Fire Alarm/Smoke Detection System Technician.

- **Pay Item No. 4 - Certified Lightning Protection System Technician, Per Hour (HR).**

The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of a Certified Lightning Protection System Technician.

- **Pay Item No. 5 - Annual Fire Alarm and Smoke Detection System Verification, Each (EA):**

The Contract unit rate for this pay item shall cover the cost to inspect, test, and verify all fire alarm and smoke detection systems at each Site as described in Exhibit "A," Scope of Services, Section 4.1.B, Annual Fire Alarm and Smoke Detection Systems Testing and Verification.

Pay Item No. 6 - Annual Lightning Protection System Verification, Each (EA):

The Contract unit rate for this pay item shall cover the cost to inspect, test, and verify the lightning protection system(s) at each Site as described in Exhibit "A," Scope of Services, Section 4.1.C, Annual Lightning Protection Systems Testing, and Verification. The cost of any required equipment (personnel lifts, bucket trucks, or extension ladders) to obtain access to inspection, testing, and verification of the lightning protection systems shall be included in this pay item.

2.2 Other General Requirements (Personnel Lift or Bucket Truck)

- **Pay Item No. 7 - Personnel Lift or Bucket Truck, Including Technician, Per Hour (HR).**

The Contract unit rate for this pay item shall cover the cost of each hour the Vendor furnishes a personnel lift or bucket truck, including a technician as described in Exhibit "A," Scope of Services, Section 4.2, shall be used when directed by the Department's Project/Contract Manager.

2.3 Parts/Materials for Repair, Installation, and Replacement Work

Pay Items 8 and 9 are an allowance for purchase, handling, storage, and inventory of supplies and for overhead, profit, and sales tax associated with these parts/materials, and a percentage mark-up allowance.

- **Pay Item No. 8 - Parts/Materials Allowance, Dollars (\$).**

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

- **Pay Item No. 9 - Mark-Up Allowance for Parts/Materials, Percent (%):**

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

2.4 Maintenance of Traffic (MOT)

Payment for these activities shall constitute full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to perform maintenance of traffic. All activities under these pay items shall comply with the applicable requirements found in Exhibit "A," Scope of Services, Section 5.3, Maintenance of Traffic (MOT); Section 5.4, Short Term Lane Closure at Toll Plazas and Section 5.5, Certified Worksite Traffic Supervisor.

A. Payment will be made on the basis of the Contract unit prices as shown in Exhibit "C," Bid Blank, under the following item numbers.

- **Pay Item No. 10 - Portable Changeable Message Sign, Temporary, Variable Message Sign, Per Each Per Day:**

The Contract unit rate for this pay item shall cover the cost of each PCMS/VMS boards certified as installed/used on the Site per day (24-hour period). It shall include all incidentals and traffic control devices (cones, barricades, drums/barrels) placed around PCMS/VMS board. This pay item shall only be used when authorized by the Department's Project/Contract Manager.

- **Pay Item No. 11 - Maintenance of Traffic - Complete, Per Hour (HR):**

The Contract unit rate for this pay item shall cover the cost of each hour a complete lane closure set-up is activated in accordance with FDOT Standard Plans. Payment will be full compensation for providing a complete lane closure set-up, including miscellaneous costs such as providing a Worksite Traffic Control Supervisor, furnishing, installing, relocating, maintaining, and removing the various traffic control devices (cones, barricades, drums/barrels, advance warning arrow panel, warning, and regulatory signs, advance warning vehicles with arrow panel and truck mounted attenuator) including the costs associated with attached warning lights and flags.

A one (1) hour minimum will be paid to the Vendor. However, if this pay item is used for more than one (1) hour, then the payments will be pro-rated and paid in quarter-hour (0.25) increments.

3.0 Method of Measurement

Payment will be based on the actual amount of work completed and accepted by the Department's Project/Contract Manager. Work completed under this Contract shall be measured according to Section 2.0 above and shall be paid for at the Contract unit price for such activity.

3.1 Invoicing

Payment will be made following receipt and approval of a monthly invoice package by the Department's Project/Contract Manager.

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

Department of Transportation
P. O. Box 613069
Ocoee, Florida 34761
Attention: TBD

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

1. Company Name & Address
2. Financial Project Identification and Contract Number
3. Remittance address if different from mailing address
4. Service Period (First-day work began to the last day work was completed, e.g., Jan. 2, 20XX to Feb. 3, 20XX).
5. List of Contract Work Document Number(s)
6. Pay Item Number & Description
7. Total Cost Per Work Document
8. Total Amount of Invoice
9. Total Labor Hours

B. The “LABOR HOURS” are the total number of expended hours multiplied by 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 is not intended as a basis of payment.

- 3.2 The Vendor shall provide a statement (Form 7, Certification Disbursement of Previous Payments), with all but the first and last pay request to the Department which certifies that the Vendor has disbursed to all sub-vendors, laborers, and materials suppliers, having an interest in the Contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed and materials furnished in the previous period. This certification shall be in the form designated by the Department. The Department shall not make any payments after the initial payment until the Vendor furnishes said certification unless the Vendor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both, the Department and the affected sub-vendors, laborers, and material suppliers.
- 3.3 Payment for parts/materials will be made upon presentation of receipt from the parts/materials supplier to the Vendor. The receipt shall be attached to the Vendor’s invoice when billing the Department for parts/materials. This documentation of the supplier’s receipt is a requirement of the State Comptroller in order to receive reimbursement for parts/materials.
- 3.4 Any work performed by unlicensed or unapproved personnel shall result in non-payment.
- 3.5 In case there are discrepancies between the Department’s records and the unscheduled service hours stated in the Vendor’s invoice, the visitor log will be used to verify the Vendor’s hours. Should the Vendor fail during that assignment to comply with the sign-in/sign-out requirements, the Department reserves the right to pay the Vendor for a maximum of one (1) hour, regardless of the hours invoiced by the Vendor for that work order.
- 3.6 No compensation shall be paid separately for travel time, expenses, or tolls. Therefore, all 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 a Certificate of Contract Completion with the final invoice (see Form 8).
- 3.8 In the event that funds paid to the Vendor under this Contract are subsequently disallowed by the Department because of accounting errors or charges not in conformity with this Contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, Vendor agrees that the Department shall have the right to deduct from any payment due to the Vendor under any other Contract between the Vendor and the Department or under this Contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor.

4.0 Financial Consequences

See Exhibit “A,” Scope of Services, Section 4.16 Performance Measures.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT "C"
BID BLANK**

DOT-ITB-24-8013R-MM

**ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION,
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WEKIVA PARKWAY (SR 429), MILEPOST 43.0 TO MILEPOST 53.0
BEACHLINE EXPRESSWAY (SR 528), MILEPOST 0.0 TO MILEPOST 32.0
SUNTRAX TEST FACILITY, POLK PARKWAY (SR 570), MILEPOST 21.0**

FPID Nos. 192569-1-7B-01, 439168-1-7B-03, 437300-8-7B-01

ESTIMATED QUANTITIES CONTRACT

EXHIBIT "C" - BID BLANK

**ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION,
AND CERTIFICATION**

DOT-ITB-24-8013R-MM
FPID Nos. 192569-1-7B-01
439168-1-7B-03
437300-8-7B-01

ESTIMATED QUANTITIES CONTRACT

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

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY OF ITEM*	UNIT RATE	PAY ITEM TOTAL
1	J Journeyman Electrician	Per Hour	500	\$ _____ . _____	\$ _____ . _____
2	Helper/Apprentice	Per Hour	175	\$ _____ . _____	\$ _____ . _____
3	C Certified Fire Alarm/Smoke Detection System Technician	Per Hour	30	\$ _____ . _____	\$ _____ . _____
4	C Certified Lightning Protection System Technician	Per Hour	20	\$ _____ . _____	\$ _____ . _____
5	A Annual Fire Alarm/Smoke Detection System Verification	Each	19	\$ _____ . _____	\$ _____ . _____
6	A Annual Lightning Protection System Verification	Each	117	\$ _____ . _____	\$ _____ . _____

Name of Bidder: _____

Subtotal Amount of Pay Item Nos. 1 – 6: \$ _____ . _____

* 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.

EXHIBIT "C" - BID BLANK

ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION, AND CERTIFICATION

DOT-ITB-24-8013R-MM
FPID Nos. 192569-1-7B-01
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ESTIMATED QUANTITIES CONTRACT

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

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY OF ITEM*	UNIT RATE	PAY ITEM TOTAL
7	Personnel Lift or Bucket Truck, Including Technician	Per Hour	300	\$ _____ ._____	\$ _____ ._____
8	Parts/Materials Allowance	Dollars	1	DO NOT BID	\$30,000.00 (Include in Subtotal)
9	Mark-Up Allowance for Parts/Materials (Not to Exceed 20%)	Percent	\$30,000.00	_____ %	\$ _____ ._____
10	Portable Changeable Message Sign, Temporary, Variable Message Sign	Per Each Per Day	5	\$ _____ ._____	\$ _____ ._____
11	Maintenance of Traffic - Complete	Per Hour	250	\$ _____ ._____	\$ _____ ._____

Name of Bidder: _____

Subtotal Amount of Pay Item Nos. 7- 11: \$ _____ ._____

* 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.

EXHIBIT "C" - BID BLANK

ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION, AND CERTIFICATION

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ESTIMATED QUANTITIES CONTRACT

Subtotal Amount Pay Item Nos. 1 – 6: \$_____.

Subtotal Amount Pay Item Nos. 7 – 11: \$_____.

**Total Amount of Bid for this Contract
(Add together all the above Subtotals)** \$_____.

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

Name of Bidder: _____

EXHIBIT "C" - BID BLANK

ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION, AND CERTIFICATION

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ESTIMATED QUANTITIES CONTRACT

The Bidder has completed and is returning the following documents as part of its Bid.

- Bid Blank: Exhibit C, Page C-1 through C-5.
- A copy of the Business Tax Receipt stating the name of the Bidder's business and the street address of the business location.
- A copy of the Bidder's license as a certified or registered Electrical Contractor authorized to perform the work specified in the ITB in accordance with the laws of the State of Florida. (Refer to ITB-5, Section 13 Qualifications).
- A copy of the Bidder's current Journeyman Electrician's license as authorized to perform the work specified in the ITB in accordance with the laws of the State of Florida. (Refer to ITB-5, Section 13 Qualifications)
- A copy of the Bidder's or sub-vendor's current license/certification as a certified National Fire Protection Association for Fire Alarm System authorized to perform the work specified in the ITB in accordance with the laws of the State of Florida. (Refer to ITB-5, Section 13 Qualifications)
- A copy of the Bidder's or sub-vendor's current license/certification as a certified Lightning Protection Institute for Lightning Protection Systems authorized to perform the work specified in the ITB in accordance with the laws of the State of Florida. (Refer to ITB-5, Section 13 Qualifications)
- All forms supplied with the Bid (Forms 1 through 6) Do not leave any blank lines on the forms. Sign and return each form.

Name of Bidder: _____

EXHIBIT "C" - BID BLANK

ELECTRICAL, LIFE SAFETY, AND LIGHTNING PROTECTION SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, REPLACEMENT, TESTING, VERIFICATION, AND CERTIFICATION

DOT-ITB-24-8013R-MM
FPID Nos. 192569-1-7B-01
439168-1-7B-03
437300-8-7B-01

ESTIMATED QUANTITIES CONTRACT

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

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

Mail Address: _____ M.B.E.: Yes No

Street Address: _____

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

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

By signing below, the undersigned certifies that the undersigned is authorized to execute this document on behalf of, and to bind, the Bidder, on whose behalf the undersigned executes this document.

Authorized Signature: _____

Title: _____

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

Emergency Contact Information (After Hours):

Name: _____ Phone Number: () _____ - _____ Email Address: _____