

State of Florida
Department of Transportation
District 2 Procurement Office
1109 S. Marion Avenue
Lake City, FL 32025-5874

INVITATION TO BID REGISTRATION

**COMPLETE AND RETURN THIS FORM
TO THE ABOVE ADDRESS OR FAX TO (850) 412-8085**

Bid Number: ITB-DOT-09/10-2319

Title: District-Wide Environmental Site Restoration

Bid Due Date and Time: April 15, 2010 @ 2:00 P.M.

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (850) 412-8085, or mail to the address noted above.

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

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

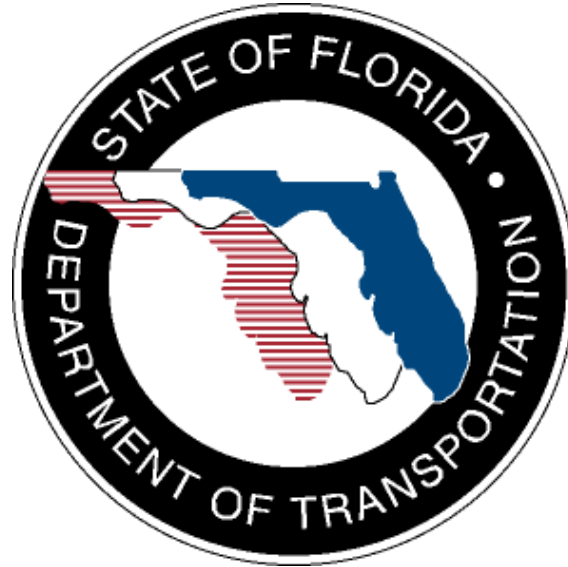
Telephone: () _____ Fax Number : () _____

Internet E-Mail Address: _____

Signed: _____ Date: _____

For further information on this process, you may contact Caryn Burt @ (386) 758-3768.

**State of Florida
Department of Transportation**



INVITATION TO BID

DISTRICT-WIDE ENVIRONMENTAL SITE RESTORATION

ITB-DOT-09/10-2319

DEADLINE FOR TECHNICAL QUESTIONS: March 29, 2010

BIDS ARE DUE BY: 2:00 PM, LOCAL TIME, ON APRIL 15, 2010

**POSTING BEGINS APRIL 27, 2010 @ 4:00 PM
AND ENDS APRIL 30, 2010 @ 5:00 PM LOCAL TIME**

MAIL OR DELIVER BIDS TO:

Florida Department of Transportation
District Two Procurement Office
1109 S. Marion Avenue – MS2015
Lake City, FL 32025-5874
Attn: Caryn Burt
Phone: (386) 758-3768

INTRODUCTION

1) INVITATION ITB-DOT-09/10-2319

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide: **District Wide Environmental Site Restoration**. It is anticipated that the term of the contract will begin on or about July 1, 2010 and be effective for 5 years thereafter.

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

2) CALENDAR OF EVENTS

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

03-11-2010	Advertisement on Vendor Bid System
03-29-2010	Deadline for Technical Questions - 5:00 p.m.
04-01-2010	Answers to Technical Questions
04-15-2010	Bids Due and Opened at a Public Meeting- 2:00 P.M FDOT District Two Office, 1109 S. Marion Avenue, Lake City, Florida 32025
04-27-2010	Public Meeting for Presentation to Executive Committee - 8:30 a.m. FDOT District Two Office, 1109 S. Marion Avenue, Lake City, Florida 32025
04-27-2010	4:00 P.M. - Posting of Bid - 72 hours - begins
04-30-2010	5:00 P.M. - Posting of Bid - 72 hours - ends
07-01-2010	Anticipated Start Date of Contract

3) PUBLIC MEETING AGENDA

Agenda – Opening of Sealed Bids: see Timeline in ITN solicitation

- Open sealed bids received timely
- Read the name of each bidder and their bid prices; record on tabulation sheet(s)
- Adjourn

Agenda – Presentation to Executive Committee: see Timeline in ITN solicitation

- Discussion among Executive Committee members to determine "best value".
- Approve Award.
- Adjourn.

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

Since July 1, 2003, the Department has been using the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY WILL BE CONSIDERED NON-RESPONSIVE (see Special Condition 9.2). All prospective bidders that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

2) QUESTIONS & ANSWERS

In accordance with section 287.057(24), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Caryn Burt, Procurement Agent, caryn.burt@dot.state.fl.us, 1109 S. Marion Ave., MS 2015, Lake City, FL 32025-5874, FAX 850-412-8085.

Only written inquiries from bidders, which are signed by persons authorized to contractually bind the bidders, will be recognized by the Department as duly authorized expressions on behalf of the bidders.

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

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

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

4) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

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

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

5) SCOPE OF SERVICES

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

6) INTENDED AWARD

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

7) PRE-BID CONFERENCE: A PRE-BID CONFERENCE WILL NOT BE HELD.

8) QUALIFICATIONS

Bidders must meet the following minimum qualifications:

8.1 GENERAL

The Vendor shall have been actively engaged in the type of business being requested for a minimum of two years.

8.2 BIDDER'S QUALIFICATIONS

When submitting the bid, each bidder must submit a written statement ("Minimum Qualifications Statement" form) detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition 8.1 above. **Failure by the bidder to provide the above item(s) will constitute a non-responsive determination. Bids found to be non-responsive will not be considered.**

8.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

8.4 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

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

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

8.5 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 perform 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.

9) WARRANTY/SUBSTITUTIONS

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

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

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

10) DEPARTMENT RESERVATIONS AND RESPONSIVENESS OF BIDS

10.1 GENERAL

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

10.2 RESPONSIVENESS OF BIDS

Bids will not be considered if not received by the Department on or before the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to perform the scope of services called for in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid requirements, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures.

10.3 OTHER CONDITIONS

Other conditions which may cause rejection of bids include, 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 United States Comptroller General's List of Ineligible Vendors for Federally Financed or Assisted Projects.

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance has been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Caryn Burt – MS2015, 1109 S. Marion Avenue, Lake City, FL 32025-5874** with their signed contract documents.

- (X) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$100,000.00 each occurrence, for the services to be rendered in accordance with this contract.
- (X) The Vendor must have and maintain during the period of this contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this contract in the amount of at least \$1,000,000.00. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under this contract.
- (X) The Vendor must demonstrate insurability for Contactor's Pollution Liability Insurance, which included coverage for third party claims, with limits of at least \$1,000,000.00. This coverage must not be encumbered with any exclusionary language. This must be submitted with the bid.

All insurance policies shall be with insurers qualified and licensed to do business in the state of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional certificate holder. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Department.

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

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

See Attached Exhibit C, Method of Compensation.

14) CONTRACT DOCUMENT: STANDARD WRITTEN AGREEMENT

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

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

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

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

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

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

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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

17) UNAUTHORIZED ALIENS

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

18) RESERVATIONS

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

19) ADDITIONAL TERMS & CONDITIONS

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

20) RESPONSIVENESS OF BIDS

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

21) BID SHEET

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

22) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response for this preference.

23) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

24) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number ITB-DOT-09/10-2319 - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

25) MAIL OR DELIVER BIDS TO: (DO NOT FAX)

Florida Department of Transportation
District Two Procurement Office
Caryn Burt – MS 2015
1109 S. Marion Avenue
Lake City, FL 32025
Phone # 386-758-3768

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

26) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

27) BID OPENING

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

28) POSTING OF INTENDED DECISION/AWARD

28.1 - General:

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

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to

the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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

28.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida Vendor Bid System (see special condition 27.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

28.3 - Request to Withdraw Bid:

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

29) AWARD OF THE CONTRACT

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

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

30) ATTACHMENTS

- 1) Exhibit "A", Scope of Services
- 2) Exhibit "B", Vendor Price Sheet
- 3) Exhibit "C", Method of Compensation
- 4) Statement of Minimum Qualifications
- 5) MBE Planned Utilization (Form 375-040-24)
- 6) Drug Free Workplace Certificate
- 7) PUR 1000 and 1001
- 8) Standard Written Agreement (Sample)

31) FORMS

The Bidder must complete all required items below and submit them as part of the Bid package. Any Bid in which these forms are not used or in which these forms are improperly executed may be considered non-responsive and the bid may be subject to rejection.

Exhibit B, Vendor Price Sheet
Statement of Minimum Qualifications, and additional attachments as defined in section 8.2 of this ITB
"Drug-Free Work Place Program Certification"
MBE Planned Utilization (Form 375-040-24)

32) TERMS AND CONDITIONS

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

Special Conditions
Scope of Services
Bid Sheet
Standard Written Agreement
Instructions to Respondents (PUR 1001)
General Conditions (PUR 1000)
Introduction Section

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

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

Paragraph 3, Electronic Submission – PUR 1001
Paragraph 4, Terms and Conditions – PUR1001
Paragraph 5, Questions – PUR 1001

EXHIBIT "A"

SCOPE OF SERVICES

ENVIRONMENTAL SITE RESTORATION

A. OBJECTIVE

The Florida Department of Transportation, District Two, (District) desires Vendor services on an as-needed basis involving hazardous materials/substances or other contaminants determined by the District to represent an immediate threat to the environment or the citizens of or persons residing in or visiting the State of Florida or for other situations deemed necessary by the District on state owned properties. Also anticipated are those situations associated with normal operations of the District that must be addressed in order for the District to come into full compliance with federal, state, regional, and/or local laws, rules, or regulations. Counties that are included in District Two are Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor and Union.

B. SERVICES REQUIRED OF THE VENDOR:

The Vendor will provide any of the following elements contained herein, if and when required by the District:

1. Prepare Site Assessment Reports; prepare Contamination Assessment Plans (CAP); conduct Contamination Assessments and prepare the associated report (CAR), prepare and implement Remedial Action Plans (RAP); and upon completion of site rehabilitation, prepare the Site Rehabilitation Completion Report or any other documentation necessary to support the opinion that the site cleanup activities have been achieved. Be prepared to discuss and defend each element with the District and any other interested party at the direction of the District. This will include serving as an "expert witness" at any associated legal proceedings.
2. Perform investigations and prepare reports and other documentation in accordance with the District's Project Development and Environmental Guidelines, Part II, Chapter 22 and as directed by the District.
3. Monitor, sample, analyze, neutralize, decontaminate, assess and document, or cleanup any spill, leak, release, or condition caused by any hazardous waste, material, regulated substance, or unknown substance, including petroleum products, as such need arises upon request by the District. Provide for all appropriate health and safety requirements within the assigned work task areas.
4. Excavate, transport, and dispose of any material (solid or liquid) in accordance with all local, state, and federal laws, rules and regulations, and codes whenever District work is being performed. Vendor shall perform all analytical testing required to dispose of the materials as well as facilitate the consequent disposal of the material. In the event a temporary storage area is required to "store" the material, the Vendor shall comply with any and all applicable local, state, and federal laws, rules, regulations, and codes and supply the temporary storage area until final disposition of the material is completed.
5. Prepare and process permit application packages for permitting agency approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a permit and/or authorization to perform work. Acquire and maintain any and all applicable permits. Comply with local, state, and federal laws, rules, regulations, and codes whenever District work is being performed. Obtain all necessary local, state, and federal permits and licenses to perform the

services listed in this contract, including permits for collection, storage, transportation and disposal of hazardous materials and/or wastes. All permits and licenses as required for this contract will be obtained by the Vendor and maintained for the duration of the contract. Prepare all documentation, where required, to comply with Chapter 62-770, F.A.C., "Petroleum Contamination Site Cleanup Criteria". Prepare all documentation, where required, to comply with Chapter 62-773, F.A.C., "Reimbursement For Petroleum Contamination Site Cleanup". Copies of all permits and licenses are to be posted at the site for public viewing.

6. Be available on a twenty-four (24) hour, seven (7) days a week, fifty-two (52) weeks a year basis, and provide response to any given situation with adequate equipment, personnel, and materials within a period of time commensurate with the gravity of the situation. Emergency response times will be established by the District Two Project Manager in each instance.
7. Have immediate access, either by ownership or subcontract, to the following equipment:
 - a. Mobile laboratory, transfer trailers, drum grapplers, generators, precision test equipment as described in NFPA 329 Chapter 403.10, skid units, underground recovery systems, air strippers, bio towers and multimedia filters, compatibility chamber, decontamination and galley trailers, compressors, steamers, high pressure washers and non-sparking tool kit.
 - b. Heavy equipment to include, but not limited to: dump trucks, well-drilling trucks, backhoe, dozer, vacuum trucks, tractors, loaders, negative pressure can shredders.
 - c. Laboratory equipment to include, but not limited to: gas chromatograph, mass spectrometer, atomic adsorption and emission instrument, standard and high pressure liquid chromatograph, total organic carbon analytical and extraction procedures spectrophotometers and bio-analytical equipment.
 - d. Oil Spill equipment to include, but not limited to: booms, sorbents, oil skimmers and work boats.
 - e. Protective clothing and equipment, tank patching kits, mobile treatment equipment, portable analytical equipment.
8. Use personnel trained and experienced in the following fields and sciences: chemistry, biology, toxicology, microbiology, geology, hydrology, drafting, heavy equipment operation, hazardous materials safety and environmental, civil, electrical, and mechanical engineering. Experience in the field of hazardous waste sampling, analysis, collection, storage, transportation and disposal, hazardous waste and oil spill remediation, site restoration, environmental audits, contamination assessments, soil and groundwater remediation, and underground and aboveground storage tank services is required.
9. Provide the District with records and reports, covering each assignment, which conform to the Department's and the Florida Department of Environmental Protection (FDEP) or the appropriate regulatory agency or authority needs. Provide a monthly status report. Monthly status reports must include cost-to-date breakdown and be tied to billings. Such records and reports, other than the monthly status reports, shall be furnished at a frequency and be of the type and form as approved by the District.
10. Conduct all sampling and analytical laboratory services in accordance with the FDEP Standard Operating Procedures and Protocols. The District shall be provided with a copy of the approved National Environmental Laboratory Accreditation Conference (NELAC) certification for any laboratory used to conduct analyses.
11. Shall provide the standard turn-around time for analytical results of ten (10) working days (maximum). Rush turn-around time for analytical results shall be 48 hours (maximum) or the

minimum time for analysis as specified the most current regulation, guidance document or approved method for such tests.

12. Perform, as required, those activities associated with the removal and/or installation of underground and/or aboveground storage tanks. All work performed shall be done in accordance with all applicable local, state, and federal laws, rules and regulations concerning UST/AGT removal and installation. Conduct tank removals and storage tank closure assessments for both aboveground and underground tank systems. Characterize, containerize, and dispose of associated tank waste. Prepare documents and reports in accordance with local, state, and/or federal requirements.
13. Preserve from damage all property associated with, or in the vicinity of or in any way affected by his performance under this contract. Any damage occurring to such properties as the result of the Vendor's performance shall be immediately repaired at the Vendor's expense. The cost of any repairs performed by the District shall be deducted from the payment of the assignment to which the problem occurred.
14. Have the capability to submit reports, site drawings, maps and other information electronically in a form compatible with the District's computer capabilities.
15. Vendor shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the Vendor and the District, until the Vendor has completed the work required under this Agreement. Comply at all times with applicable federal, state, and local laws, provision, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.
16. Conduct Asbestos Containing Materials (ACM) surveys for facilities as directed throughout the District for the purpose of identifying any ACM at facilities. Prepare all documents including, but not limited to, certifications, chain of custody, special provisions or abatement plans as needed identifying the certification of compliance with all applicable local, state, and federal laws, rules and regulations and codes, removal, collection, storage, transportation, and disposal of the ACM. Conduct air monitoring, reporting or other oversight of projects that are identified as containing ACM.
17. Vendor shall indemnify and hold the District harmless for any violations of any and all applicable local, state, and federal laws, rules and regulations and codes. Vendor has reviewed all pertinent regulatory provisions and determined and shall certify to the District that all work and services under this contract comply with any and all applicable local, state, and federal laws, rules and regulations and codes. Upon request by the District, the Vendor shall certify in writing to the District that it has complied with all applicable local, state, and federal laws, rules and regulations and codes.

EXHIBIT C
METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A "Letter of Authorization" will be issued for each project scheduled.

3.0 COMPENSATION:

The total of all authorizations shall not exceed a Budgetary Ceiling of \$_____.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by Amendment. Execution of this Agreement does not guarantee that the work will be authorized.

The contract Budgetary Ceiling shall be made up of:

\$_____ from Fiscal Year _____
\$_____ from Fiscal Year _____
\$_____ from Fiscal Year _____
\$_____ from Fiscal Year _____
\$_____ from Fiscal Year _____

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each "Letter of Authorization" (LOA), the Vendor, following the Scope of Services as set forth in Exhibit A, shall prepare a maximum estimate of work and price based on the rates established in Exhibit B, and allowable expenses. Once an acceptable Maximum amount has been agreed upon by the Vendor and the Department's Project Manager, "Letter of Authorization" shall be issued by the Project Manager. All work authorizations shall be completed within the term of this Agreement.

5.0 PROGRESS PAYMENTS:

The Contractor shall submit monthly invoices in a format acceptable to the Department. . Payment shall be made to the Vendor, in arrears, at the unit rates shown in Exhibit "B", for services provided, as approved by the Department.

Invoices shall be submitted to: Florida Department of Transportation
Attn: John McCarthy MS2010
710 NW Lake Jeffery Road
Lake City, Florida 32055

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are contained in Exhibit "B", attached hereto and made a part hereof.

7.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

MINIMUM QUALIFICATIONS STATEMENT

ITB DOT- 09/10-2319
Class & Group 991-320, 991-390

DISTRICT WIDE ENVIRONMENTAL SITE RESTORATION

Please provide the following information in a summary format not to exceed three (3) pages.

1. How many years has your business performed the type of services being requested?
2. Describe any former work experience with the Florida Department of Transportation.
3. Describe your experience with the regulatory agencies in Florida.
4. Provide any experience you have with new or emerging technologies.
5. Describe how your firm would respond to an emergency response situation, of a critical nature (i.e., threat to waters of the State), in a maximum of three (3) hours.
6. Why do you feel your firm would be a good fit for this contract?
7. Describe your experience in permitting with regulatory agencies.
8. List any and all applicable certifications and training.

WORK REFERENCES

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

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NO.</u>
1.			
2.			
3.			

EXHIBIT B - BID BLANK

**Pages 2 – 15 of Exhibit B,
Bid Blank, is also available
in an Excel format.**

Please contact Caryn Burt, at

caryn.burt@dot.state.fl.us,

for the form.

EXHIBIT B - BID BLANK

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The Department does not guarantee any specific quantity of services to be performed by the Vendor.

This is a 5-year contract with renewal options. This contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Renewal of the contract shall be in writing and shall be subject to the same pricing, terms and conditions set forth in the initial contract.

SECTION 1 TOTAL (Shaded Columns only)	+	SECTION 2 TOTAL (Shaded Columns only)	=	TOTAL BID AMOUNT (Shaded Sections 1+2)
	+		=	

PRICES SHALL BE FOR THE ORIGINAL 5-YEAR TERM OF THE CONTRACT AND FOR ANY RENEWAL PERIODS.

CONTRACT AWARD DETERMINED BY TOTAL BID AMOUNT OF SHADED COLUMNS ONLY. THE TOTAL BID AMOUNT (SHADED AND NON-SHADED COLUMNS) IS FOR EVALUATION PURPOSES ONLY.

BIDDER MUST BID ALL ITEMS (SHADED AND NON-SHADED COLUMNS) FOR BID TO BE CONSIDERED RESPONSIVE.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

FEID NUMBER: _____

SIGNATURE: _____

TITLE: _____

THE DEPARTMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

[illegible]

SECTION I - CONTRACT RATES

PART A	PRIMARY EQUIPMENT RATES			
ITEM NO.	DESCRIPTION	Daily Rate	Weekly Rate	Monthly Rate
100	AIR COMPRESSOR, 185 CFM			
101	AIR STRIPPING UNIT, 100 GPM			
102	AIR STRIPPING UNIT, 300 GPM			
103	ARROW BOARD			
104	AUTOMOBILE, SEDAN			
105	PICK-UP TRUCK/VAN			
106	BACKHOE, CASE 580 OR EQUAL.			
107	BACKHOE, CASE 590 TURBO OR EQUAL.			
108	BAG FILTER HOUSING			
109	BARRICADES, TYPE I, II, VP including lights			
110	BARRICADES, TYPE III, including lights			
111	BULLDOZER, CAT D4 OR EQUAL.			
112	BULLDOZER, CAT D6 OR EQUAL.			
113	CARBON CELL (VAPOR PHASE, 2000 LB CAP.)			
114	CARBON CELL (LIQUID PHASE, DRUM)			
115	CARBON CELL, LIQUID PHASE (4K CAP.)			
116	CARBON CELL, LIQUID PHASE (8K CAP.)			
117	CELLULAR PHONE FOR EMERGENCY RESPONSE			
118	CHAIN SAW			
119	COMPUTER (PORTABLE PC)			
120	CONCRETE CUT SAW			
121	CONCRETE CORING MACHINE			
122	CONSTRUCTION SIGNS			
123	DRUM DOLLY			
124	DRUM PUMP			
125	EMERGENCY LIGHTING, TRAILER MOUNTED LIGHT TOWER			
126	EXCAVATOR, JD 120 OR EQUAL.			
127	EXCAVATOR, JD 200 OR EQUAL.			
128	EXCAVATOR, JD 240 OR EQUAL.			
129	EXCAVATOR, JD 350 OR EQUAL.			
130	FORKLIFT, 2-TON ALL TERRAIN			
131	GENERATOR, 7.5 KW			
132	GENERATOR, 50 KW			
133	GENERATOR, 75 KW			
134	GENERATOR, 110KW			
135	HYDRAULIC SHEARS, attachment only			
136	JACK HAMMER, including hose and chisel			
137	LOADER, JD 444 OR EQUAL.			
138	LOADER, JD 544 OR EQUAL.			
139	LOADER, JD 624 OR EQUAL.			
140	LOADER, JD 644 OR EQUAL.			
141	LOWBOY TRAILER			
142	OVER THE ROAD TRACTOR			
143	PRESSURE WASHER, 3 GPM, 2000 PSI (COLD WATER)			
144	PRESSURE WASHER, 3 GPM, 2000 PSI (HOT WATER)			
145	ROLL-OFF CONTAINERS, 20 CU. YDS			
146	SOIL VAPOR EXTRACTION (SVE) UNIT			
147	SPARGE COMPRESSOR WITH FILTERS			
148	TANKER, WATER, 2,000 - 3,000 GALLONS			

SECTION I - CONTRACT RATES

PART B WATER EQUIPMENT RATES				
ITEM NO.	DESCRIPTION	Daily Rate	Weekly Rate	Monthly Rate
200	BOAT, 14 FT TO 16 FT WITH MOTOR			
201	PUMP, CENTRIFUGAL, 2"*(ELECTRIC)			
202	CONTAINMENT BOOM, 4-IN			
203	CONTAINMENT BOOM, 6-IN			
204	DEWATERING PUMP*			
205	DIAPHRAGM PUMP2**			
206	FLOW METER			
207	HOLDING POOL, (10,000 TO 12,000 GALLON)			
208	HOLDING POOL, (12,001 TO 50,000 GALLON)			
209	PERISTALTIC SAMPLING PUMP (1 LITER/MIN)*			
210	SUBMERSIBLE WELL PUMP, ELECTRIC, 1"*			
211	TRASH PUMP, 2"*(GAS POWERED)			
212	TRASH PUMP, 4"*(GAS POWERED)			
213	CHEMICAL FEED PUMP			
	* INCLUDES ALL HOSES AND TUBING			
PART C SAMPLING & TESTING EQUIPMENT				
ITEM NO.	DESCRIPTION	Daily Rate	Weekly Rate	Monthly Rate
300	AEROSOL DUST MONITOR WITH DATA LOGGER			
301	AIR SAMPLING PUMP			
302	AIR SAMPLING PUMP, CALIBRATOR			
303	AUTO LEVEL			
304	CONDUCTIVITY METER			
305	DATA LOGGER			
306	EXPLOSIMETER			
307	FLAME IONIZATION DETECTOR (OVA)			
308	GPS UNIT, HANDHELD			
309	GROUND PENETRATING RADAR (GPR)			
310	HAND AUGER			
311	METAL DETECTOR			
312	OIL-WATER INTERFACE PROBE			
313	pH METER			
314	PHOTOIONIZATION DETECTOR			
315	RADIATION DETECTOR			
316	SURVEYING INSTRUMENT SET			
317	THERMOMETER			
318	TURBIDITY METER			
319	WATER LEVEL METER			
PART D MISCELLANEOUS EQUIPMENT, SUPPLIES AND SERVICES				
ITEM NO.	DESCRIPTION	UNIT	RATE	
400	ACTIVATED GRANULAR CARBON, VAPOR PHASE	LB		
401	ACTIVATED GRANULAR CARBON, LIQUID PHASE	LB		
402	ALUMINUM FOIL	EA		
403	BAILER, TEFLON disposable	EA		
404	BARRIER FENCE, ORANGE, FLEXIBLE PLASTIC	FT		
405	BARRIER TAPE/HAZARD TAPE	RL		
406	CLOTH GLOVES	EA		
407	DIGITAL CAMERA	DAILY		
408	DRAEGER TUBES	EA		
409	DRUM, CLOSED TOP OR OPEN TOP W/COVER, 17H	EA		
410	DUCT TAPE	RL		
411	EMERGENCY ESCAPE AIR PACK	EA		
412	FACE SHIELDS	EA		
413	FILTER SAND	CU YD		
414	FULL FACE RESPIRATOR (including cartridges)	DAY		
415	GARBAGE CANS	EA		

SECTION I - CONTRACT RATES

ITEM NO.	DESCRIPTION	UNIT	RATE	
416	GLASS SAMPLING TUBES (3')	EA		
417	HALF FACE RESPIRATORS (including cartridges)	DAY		
418	LABELS (HAZ WASTE OR NON-HAZ)	EA		
419	LATEX GLOVES	EA		
420	LINERS FOR ROLL-OFF CONTAINERS	EA		
421	OVERPACK DRUMS	EA		
422	POLY-COATED TYVEK SUITS	EA		
423	POOL LINERS, (10,000 GALLONS)	EA		
424	POOL LINERS (50,000 GALLONS)	EA		
425	PORTABLE RADIO	DAY		
426	PORTABLE DECONTAMINATION STATION	DAY		
427	RUBBER BOOTS	EA		
428	RUBBER GLOVES	EA		
429	SAFETY GOGGLES	EA		
430	SAMPLE JARS, (16 OZ)	EA		
431	SAMPLE JARS, (8 OZ)	EA		
432	SAMPLE GLOVES, (NITRILE)	EA		
433	SAMPLE SHIPMENT	EA		
434	SARANEX SUIT	EA		
435	SCRUB BRUSHES	EA		
436	SELF CONTAINED BREATHING APPARATUS	DAY		
437	SILT FENCE	FT		
438	SORBENT BOOM	BUNDLE		
439	SORBENT PADS	BALE		
440	SORBENT ROLL	RL		
441	SORBENT SWEEP	BALE		
442	STAKES, SILT FENCE OR SURVEY	EA		
443	TRASH BAGS	BOX		
444	TYVEK HOOD	EA		
445	TYVEK SUIT	EA		
446	VINYL SHOE COVERS	EA		
447	VISQUEEN	SQ FT		
448	WASH TUB	EA		
449	SYNTHETIC HAY BALES, STAKED	LINEAL FT		
450	CLEAN FILL MATERIAL (CONTRACTOR/FDOT APPROVED)	TN		
PART E STORAGE TANK REMOVAL				
ITEM NO.	DESCRIPTION	UNIT	RATE	
500	TANK MOBILIZATION	LUMP SUM		
501	TANK REMOVAL < 1000 GALLON	EA		
502	TANK REMOVAL 1000 -5000 GALLON	EA		
503	TANK REMOVAL 5001-10000 GALLONS	EA		
504	TANK REMOVAL >10000 GALLONS	EA		
PRICES INCLUDE ALL COSTS ASSOCIATED WITH THE TANK REMOVAL FROM LABOR TO COMPLETING				
THE CLOSURE REPORT EXCEPT FOR THE ANALYSIS, TREATMENT OR DISPOSAL OF CONTAMINATED				
SOIL, WATER OR TANK SLUDGE.				
PART F DISPOSAL ITEMS				
ITEM NO.	DESCRIPTION	UNIT	RATE	
700	SLUDGE, HAZARDOUS (EXCESSIVE HALIDES)	PER 55 GAL DRUM		
701	SLUDGE, HAZARDOUS (CHLORINATED SOLVENTS OR METALS)	PER DRUM		
702	PETROLEUM CONTACT WATER	PER 55 GAL DRUM		
703	PETROLEUM FREE-PRODUCT DISPOSAL	PER 55 GAL DRUM		
704	PETROLEUM FREE-PRODUCT DISPOSAL	GALLON		
705	PETROLEUM TANK SLUDGE, NON-HAZARDOUS	PER 55 GAL DRUM		
706	SOIL (NON-HAZARDOUS) 0-50	TON		
707	SOIL (NON-HAZARDOUS) 51-250	TON		
708	SOIL (NON-HAZARDOUS) 251-500	TON		
709	SOIL (NON-HAZARDOUS) >500	TON		

SECTION I - CONTRACT RATES

710	SURCHARGE FOR ROCK, DEBRIS, OR CLAY,	TON		
711	MINIMUM RATE CHARGE	LOAD		
712	WATER, 0-1000 GALLONS, NON-HAZARDOUS	GALLON		
713	WATER, 1001-5000 GALLONS, NON-HAZARDOUS	GALLON		
714	WATER, >5000 GALLONS, NON-HAZARDOUS	GALLON		
PART G	DRILLING SERVICES¹			
ITEM NO.	DESCRIPTION	UNIT	RATE	
800	DRILLER MOBILIZATION	INCIDENT		
801	DIRECT PUSH/PROBE DRILLING	PER DAY		
802	FLUSH MOUNTED MANHOLE COVER W/ LOCK, INST	EA		
803	GROUT	PER 50 LB BAG		
804	PVC MONITOR WELL, 2" DIAMETER PIPE	PER FT		
805	PVC MONITOR WELL, 2" TEMPORARY WELL	PER FT		
806	SOIL BORINGS	PER FT		
807	SPLIT SPOON SAMPLES, BOREHOLE	PER FT		
808	SPLIT SPOON SAMPLES, SPOON	PER FT		
809	WELL ABANDONMENT, 2"	PER FT		
810	WELL ABANDONMENT, 4"	PER FT		
811	WELL ABANDONMENT, 6"	PER FT		
812	WELL ABANDONMENT, 8"	PER FT		
¹	RATES INCLUDE DECONTAMINATION AND STEAM CLEANING, WHERE APPLICABLE			
PART H	ASBESTOS SURVEYS			
ITEM NO.	DESCRIPTION	UNIT	RATE	
900	ASBESTOS SURVEY	EVENT		
Total Amount for Section I			\$	-
(Shaded Column only)				

<u>**MISCELLANEOUS ITEMS - COST PLUS 15 PERCENT</u>				
**MOST STANDARD METHOD NON RATE ITEMS SUCH AS:				
SERVICES, DISPOSAL SERVICES, AND FIELD				
PURCHASES WILL BE BILLED ON A COST-PLUS-15% BASIS.				
EQUIPMENT ORDERED AND NOT USED WILL BE SUBJECT TO A STAND-BY				
CHARGE OF ONE-HALF THE DAILY (8 HOUR) RATE.				

SECTION 2
Environmental Services Rates

CONTRACT AWARD DETERMINED BY TOTAL BID AMOUNT OF SHADED COLUMNS ONLY. THE TOTAL BID AMOUNT IS FOR EVALUATION PURPOSES ONLY.

BIDDER MUST BID ALL ITEMS (SHADED AND NON-SHADED COLUMNS) FOR BID TO BE CONSIDERED RESPONSIVE.

Item	Parameter Group	Standard Turnaround Time 10-15 Working Days			Fast Turnaround Time 6-9 Working Days			Expedited Turnaround Time 3-5 Working Days			Emergency Turnaround Time 48 Hours		
		*Multi plier	Rate		*Multi plier	Rate		*Multi plier	Rate		*Multi plier	Rate	
		No. of Samples			No. of Samples			No. of Samples			No. of Samples		
		1-2	3-9	>9	1-2	3-9	>9	1-2	3-9	>9	1-2	3-9	>9
	ORGANIC												
900	GC/MS Extractable Semi-Quantitative Screen												
901	Purgeables (TableA) GC/MS EPA 8260 - Water												
902	Purgeables (TableA) GC/MS EPA 8260 - LL, Soil												
903	Acid Extractable (Table B) GC/MS												
904	Herbicides (Table C) GC/EC												
905	Base Neutral Extractable (Table D) GC/MS												
906	Pesticide Extractable (Table E)												
907	Organochlorine Pesticides GC/EC												
908	PCBs GC/EC												
909	Organophosphorus Pesticides GC/NP												
	OTHER COMPOUNDS AND CHEMICALS												
910	Phenols, total Colorimetric												
911	Cyanide												
912	EP Toxicity Extractions, Solids												
913	Flammability												

SECTION 2
Environmental Services Rates

		Standard Turnaround Time				Fast Turnaround Time				Expedited Turnaround Time				Emergency Turnaround Time			
		10-15 Working Days				6-9 Working Days				3-5 Working Days				48 Hours			
		*Mult iplier		Rate		*Mult iplier		Rate		*Mult iplier		Rate		*Mult iplier		Rate	
			No. of Samples				No. of Samples				No. of Samples				No. of Samples		
Item	Parameter Group		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9
914	EP Toxicity Extractions, Oils/Mixed Phase																
915	Solids, Total																
916	Chloride																
917	Ignitability																
918	Toxicity Characteristic Leaching Procedure																
919	Corrosivity																
920	Reactivity																
921	GC/MS Library Search (up to 20 unknown), additional cost per sample.																
922	Chlorinated Purgeables GC EPA Method 8010																
923	Aromatics - EPA Method 8021(VOA) - Water																
924	Aromatics - EPA Method 8021-LL (VOA) - Soil																
925	Volatile Halocarbons - EPA Method 8021(VOH)-Water																
926	Volatile Halocarbons - EPA Method 8021-LL (VOH)- Soil																
927	2,3,7,8 - TCDD (Dioxin) EPA Method 513/613																
928	1,4-Dioxane used EPA Method 8260 SIM																

SECTION 2
Environmental Services Rates

		Standard Turnaround Time 10-15 Working Days				Fast Turnaround Time 6-9 Working Days				Expedited Turnaround Time 3-5 Working Days				Emergency Turnaround Time 48 Hours			
		*Mult iplier		Rate		*Mult iplier		Rate		*Mult iplier		Rate		*Mult iplier		Rate	
			No. of Samples				No. of Samples				No. of Samples				No. of Samples		
Item	Parameter Group		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9
	PETROLEUM PRODUCTS																
928	Gasoline Analytical Group Ch. 17-770.600 (8) (a)																
929	Kerosene Analytical Group Ch. 17-770.600 (8) (b)																
930	Preburn: 8010/8020, TRPH, RCRA Metals																
931	TOX																
932	Na, Cl, K																
933	Other Petroleum Ch. 17-770.600 (8) (c)																
	METALS																
934	Aluminum																
935	Antimony																
936	Arsenic																
937	Barium																
938	Beryllium																
939	Boron																
940	Cadmium																
941	Calcium																

SECTION 2
Environmental Services Rates

		Standard Turnaround Time 10-15 Working Days				Fast Turnaround Time 6-9 Working Days				Expedited Turnaround Time 3-5 Working Days				Emergency Turnaround Time 48 Hours			
		*Mult iplier		Rate		*Mult iplier		Rate		*Mult iplier		Rate		*Mult iplier		Rate	
			No. of Samples				No. of Samples				No. of Samples				No. of Samples		
Item	Parameter Group		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9
942	Chromium																
943	Cobalt																
944	Copper																
945	Iron																
946	Lead																
947	Magnesium																
948	Manganese																
949	Mercury																
950	Nickel																
951	Potassium																
952	Selenium																
953	Silver																
954	Sodium																
955	Thallium																
956	Tin																
957	Vanadium																

SECTION 2
Environmental Services Rates

		Standard Turnaround Time				Fast Turnaround Time				Expedited Turnaround Time				Emergency Turnaround Time			
		10-15 Working Days				6-9 Working Days				3-5 Working Days				48 Hours			
		*Multi plier		Rate		*Multi plier		Rate		*Multi plier		Rate		*Multi plier		Rate	
			No. of Samples				No. of Samples				No. of Samples				No. of Samples		
Item	Parameter Group		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9
958	Zinc																
959	Flash Point																
960	Waste Screening, to include Oxidizer																
961	Peroxide Containing																
962	Cyanide Containing																
963	Sulfide Containing																
964	Chlorinated Solvent Containing																
965	Total Recoverable Petroleum Hydrocarbon (TRPH)- Water																
966	Total Recoverable Petroleum Hydrocarbon (TRPH)- Soil																
967	Oil and Grease (O&G)																
968	Total Halogens																
969	BTU Content																
970	Ash Content																
971	Total Organic Carbon																
972	Hardness																

SECTION 2
Environmental Services Rates

		Standard Turnaround Time 10-15 Working Days				Fast Turnaround Time 6-9 Working Days				Expedited Turnaround Time 3-5 Working Days				Emergency Turnaround Time 48 Hours			
		*Multi plier		Rate		*Multi plier		Rate		*Multi plier		Rate		*Multi plier		Rate	
			No. of Samples				No. of Samples				No. of Samples				No. of Samples		
Item	Parameter Group		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9
973	TSS																
974	TDS																
975	Total Fe Filter/Unfilter																
976	Total Mn Filter/Unfilter																
977	EDB																
978	EPA TO-18																
979	EPA 8021																
980	pH																
981	Encore Sample																
982	Sulfate																
983	Turbidity																
984	Total Nitrogen																
985	Orthophosphate																
986	BOD																
987	Color																
988	RCRA 8 Metals																
989	EPA TO-14 (mod)																

SECTION 2
Environmental Services Rates

		Standard Turnaround Time 10-15 Working Days				Fast Turnaround Time 6-9 Working Days				Expedited Turnaround Time 3-5 Working Days				Emergency Turnaround Time 48 Hours			
		*Multi plier		Rate		*Multi plier		Rate		*Multi plier		Rate		*Multi plier		Rate	
			No. of Samples				No. of Samples				No. of Samples				No. of Samples		
Item	Parameter Group		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9		1-2	3-9	>9
	GEOTECHNICAL																
990	Sieve Analysis Full Scan																
991	Sieve Analysis Single Size																
	METALS																
992	TCLP Single Metals																
993	EPA 8310-8100																
994	Nitrate																
995	Alkalinity																
996	RSK-175 (Gases) - Water																
TOTAL SECTION 2		\$	-														
*Multiplier will not used in the calculation for bidding puposes.																	

MBE PLANNED UTILIZATIONPROCUREMENT NO. ITB DOT 09/10-2319FINANCIAL PROJECT NO. 213694-3-C2-01

(DEPARTMENT USE ONLY)

DESCRIPTION: District Wide Environmental Site Restoration

I, _____ , _____
(name) (title)
of _____

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

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

MBE SUBCONSULTANTS/CONTRACTORSTYPES OF

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

Signed: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
09/03

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ YES

☐ NO

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

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

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

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

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

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

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

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

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

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

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

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

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

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

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

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to

accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

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

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

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

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

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

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by

Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may

require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

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

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

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

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

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the

greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

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

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

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

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for

failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

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

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

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

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

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

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

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

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

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

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

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon

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

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also

disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

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

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

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential

respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

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

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

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

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

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

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

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

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

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

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

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

21. Limitation on Vendor Contact with Agency During Solicitation Period.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT - 02/07
Page 1 of 7

Agreement No.: _____
Financial Project I.D.: 213694-3-C2-01
F.E.I.D. No: _____
Procurement No.: ITB DOT 09/10-2319
D.M.S. Catalog Class No.: 991-320, 991-390

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

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the
District Secretary _____

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 June 30, 2015, 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 July 1, 2010 and shall be completed by June 30, 2015 or date of termination, whichever occurs first.
- ☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.
- ☐ Other: See Exhibit "A"
- B. RENEWALS (Select appropriate box):
- ☐ This Agreement may not be renewed.
- ☒ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.
- It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3 - Travel, Department's Disbursement Operations Manual, 350-030-400.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Consumer Hotline, 877-693-5236.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

☐ No general liability insurance is required.

☒ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 100,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 100,000.00 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 \$ 1,000,000.00.

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

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

☐ No Bond is required.

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

E. CERTIFICATION. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional certificate holder. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Department.

5. COMPLIANCE WITH LAWS

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

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
 - F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
 - G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
 - H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
 - I. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those 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 the proposal, bid, and/or Agreement without the written consent of the Department.

- B. Select the appropriate box:

☒ The following provision is not applicable to this Agreement:

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

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned.

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

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

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

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

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

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, 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 action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Time is of the essence as to each and every obligation under this Agreement.
- J. The following attachments are incorporated and made a part of this agreement:
Exhibit A, Scope of Services
Exhibit B, Vendor Price Pages
Exhibit C, Method of Compensation
- K. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

Nick J. Tsengas

(Print/Type)

Title: _____

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Contractual Services Administrator
