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ATTACHMENT "G"
GENERAL REQUIREMENTS FOR
OPTIONAL SCOPE OF SERVICES
FOR
FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
DISTRICTWIDE SEVERE INCIDENT RESPONSE VEHICLE (SIRV) SERVICES

1. GENERAL REQUIREMENTS

The January 2022 Edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction is revised as follows:

DEFINITIONS AND TERMS.

ARTICLE 1-3. The definition of 'Contract Documents' is deleted and replaced by the following:

Contract Documents.

The term "Contract Documents" includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Vendors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, letters of authorization and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

ARTICLE 1-3. The definition of 'Engineer' is deleted and replaced by the following:

Engineer.

The Director, Office of Traffic Operations, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

ARTICLE 1-3. The definition of "Plans" is deleted and replaced by the following

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Plans.

The approved Plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

In this contract, references to "the Plans" mean the Department's Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents. When Plans are included as part of this contract, references in this contract to "the Plans" mean such Plans and the Department's Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents.

PROPOSAL REQUIREMENTS AND CONDITIONS - PREQUALIFICATION OF BIDDERS.

ARTICLE 2-1 is deleted and the following substituted:

2-1 Vendor Experience.

The Department does not require a Vendor to have a certificate of qualification if bidding Severe Incident Response Vehicle Service contracts. Severe Incident Response Vehicle Service contracts may require potential bidders to have and document certain experience in the type of work required for the contract. If this requirement is applicable to a contract, detailed experience requirements will be listed in the advertisement and a form will be included with the bid package to document such experience. The form must be fully and accurately completed by the potential bidder and received by the Department before or at the opening of the bids.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a vendor, supplier, subvendor, 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 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

ARTICLE 2-4 is deleted and the following substituted:

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2-4 Examination of Plans, Specifications, Special Provisions, and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department's website at the following URL address: <https://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal> Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact t Margaret Simpkins at 954-777-4612.

When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

AWARD AND EXECUTION OF CONTRACT - AWARD OF CONTRACT. SUBARTICLE

3-2.2 is deleted.

ARTICLE 3-9 is deleted and the following substituted:

3-9 Public Records.

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

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a

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reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by rule or law.

3. Ensure that records exempt or confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Vendor does not transfer the records to the Department.

4. Upon completion of the Contract, transfer at no cost to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure to comply with Chapter 119, Florida Statutes and the Article 3-9 shall be grounds for immediate unilateral termination of this Contract by the Department pursuant to 8-9.1.

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

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 1 - Office of General Counsel
801 N. Broadway
Bartow, FL 33830**

District 2

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386-758-3727

D2prcustodian@dot.state.fl.us

Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 209
Lake City, FL 32025

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

District 4

954-777-4529

D4prcustodian@dot.state.fl.us

Florida Department of Transportation
District 4 - Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

District 5 386-943-5000

D5prcustodian@dot.state.fl.us

Florida Department of Transportation District 5 – Office of General Counsel 719
South Woodland Boulevard
Deland, FL 32720

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District 6

305-470-5453

D6prcustodian@dot.state.fl.us

**Florida Department of Transportation District 6 – Office of General Counsel 1000
NW 111 Avenue
Miami, FL 33172-5800**

District 7

813-975-6491

D7prcustodian@dot.state.fl.us

**Florida Department of Transportation District 7 - Office of General Counsel 11201
N. McKinley Drive, MS 7-120 Tampa, FL 33612**

Florida's Turnpike Enterprise

407-264-3170

TPprcustodian@dot.state.fl.us

Turnpike Enterprise Chief Counsel

Florida Turnpike – Office of General Counsel

Turnpike Mile Post 263, Bldg. 5315

Ocoee, FL 34761

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

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Tallahassee, Florida 32399-0458

CONTROL OF THE WORK – COORDINATION OF CONTRACT DOCUMENTS. ARTICLE 5-2.

The second paragraph is deleted and the following substituted:

Each of the Contract Documents is an essential part of the Contract. The Contract Documents are intended to be complementary and to be read together as a complete agreement.

In the event of any conflict, ambiguity or inconsistency among the Contract Documents, the order of precedence shall be as follows:

1. Request for Proposal (RFP).
2. Scope of Services excluding attachments and referenced Contract Documents.
3. Other Attachments in the Scope of Services.
4. Standard Maintenance Specifications General Requirements and Covenants (Attachment I).
5. Standard Plans.
6. All other Contract Documents that are incorporated by reference into the Scope of Services. ARTICLE 5-7 is deleted

SUBARTICLE 5-12.2.2 is deleted.

SECTION 6, CONTROL OF MATERIALS is deleted in its entirety.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC. SUBARTICLE

7-1.1 is expanded by the following:

The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>. Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

ARTICLE 7-11.5.4 is deleted.

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ARTICLE 7-14 is deleted and the following substituted:

7-14 Vendor’s Responsibility for Work.

Until the Department’s acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Vendor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Vendor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

ARTICLE 7-16 is expanded by the following:

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
---------------------------	-----------------

Obtain the applicable General Decision(s) (Wage Tables) through the Department’s Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer’s office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department’s Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

Contact the Department’s Prevailing Wage Rate Coordinator at (850) 414-4688 if the Department’s website cannot be accessed or there are questions.

ARTICLE 7-18 is deleted.

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SECTION 7 is expanded by the following new Articles:

7-29 E-Verify.

The Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of the Contract and shall expressly require any subvendors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subvendor during the Contract term.

7-30 Title VI Assurance - DOT 1050.2A, Appendix A and Appendix E.

7-30.1 Appendix A: During the performance of this Contract, the Vendor, for itself, its assignees and successors in interest (hereinafter referred to as the "Vendor") agrees as follows:

1. Compliance with Regulations: The Vendor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Vendor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-vendors, including procurements of materials and leases of equipment. The Vendor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subvendors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Vendor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subvendor or supplier shall be notified by the Vendor of the Vendor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Vendor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information the Vendor shall so certify to the Florida Department of Transportation, or the Federal Highway

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Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Vendor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Vendor under the Contract until the Vendor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Vendor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Vendor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Vendor becomes involved in, or is threatened with, litigation with a subvendor or supplier as a result of such direction, the Vendor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

7-30.2 Appendix E: During the performance of this Contract, the Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Vendor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

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5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and vendors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

1. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

2. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

PROSECUTION AND PROGRESS.

SUBARTICLE 8-3.2 is deleted.

SUBARTICLE 8-5 is expanded by the following:

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All persons employed by the Vendor or Subcontractors working within the Department's right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page:

<https://www.fdot.gov/maintenance/npdes-stormwater.shtm>

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Vendor/Subcontractor employees annually thereafter.

SUBARTICLE 8-6.4 is deleted.

ARTICLE 8-7 is deleted.

SUBARTICLE 8-7.3.2 is deleted.

ARTICLE 8-8 is deleted.

SUBARTICLE 8-9.1 is deleted and the following substituted:

8-9.1 Determination of Default: The following acts or omissions constitute acts of default and, except as to subparagraphs 9 and 11, the Department will give notice, in writing, to the Vendor and his surety for any delay, neglect or default, if the Vendor:

1. Fails to begin the work under the Contract within the time specified in the Notice to Proceed or any Letter of Authorization;
2. Fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
3. Performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;
4. Discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Vendor to do so;
5. Becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

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6. Allows any final judgment to stand against him unsatisfied for a period of ten calendar days;

7. Makes an assignment for the benefit of creditors;

8. Fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;

9. Fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or

3. For any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.

4. Fails to comply with 3-9.

5. Fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

For a notice based upon reasons stated in subparagraphs (1) through (8) and (10): if the Vendor, within a period of time specified by the Department after receiving the notice described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Vendor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Vendor and to declare the Vendor in default.

If the Vendor, after having received a prior notice described above for any reason stated in subparagraph (2), (3), (4), (5), (6) or (8), commits a second or subsequent act of default for any reason covered by the same subparagraph (2), (3), (4), (5), (6) or (8) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Vendor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect or default and the Vendor's failure to correct such conditions, have full power and authority, without any prior written notice to the Vendor and without violating the Contract, to take the prosecution of the work out of the hands of the Vendor and to declare the Vendor in default.

Regarding subparagraph (9), if the Vendor fails to comply with the Engineer's written suspension of letter of authorization within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from the Engineer of the fact of such delay and the Vendor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Vendor and to declare the Vendor in default.

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Regarding subparagraph (11), if the Vendor fails to comply with 3-9, the Department will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Vendor and to declare the Vendor in default.

The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

Notwithstanding the above, the Department shall have the right to declare the Vendor (or its "affiliate") in default and immediately terminate this Contract, without any prior notice to the Vendor, in the event the Vendor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. The Department's right to default the Vendor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all Department Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Vendor (or its "affiliate") that resulted in the "conviction." In the event the Department terminates this Contract for this reason, the Vendor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Vendor shall only be paid for any completed work up to the date of termination. Further, the Vendor shall be liable for any and all additional costs and expenses the Department incurs in completing the Contract work after such termination.

SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Vendor's default, including the costs of completing the work under the Contract, against the Vendor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Vendor and the surety shall be liable and shall pay the State the amount of the excess.

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Vendor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow the Vendor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

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MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.

ARTICLE 9-1 is deleted.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

ARTICLE 9-3 is deleted.

SUBARTICLE 9-5.1 is deleted.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-9 is expanded by the following:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Vendor) rights. Vendors are hereby advised of the following:

Vendors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable in addition to the invoice amount, to the Vendor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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 by calling the Bureau of Accounting at (850) 413-5516.

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ATTACHMENT "G"
GENERAL REQUIREMENTS FOR
OPTIONAL SCOPE OF SERVICES
FOR
FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
DISTRICTWIDE SEVERE INCIDENT RESPONSE VEHICLE (SIRV) SERVICES