

**State of Florida  
Department of Transportation**



INVITATION TO BID  
**Guardrails and Accessories**

**DOT-ITB-26-9016-JM**

**EFFECTIVE DATES:**

**February 4, 2026 – February 3, 2029**

**VENDORS:**

**Cloverleaf Corporation – CR1315**

# Bid Sheet

(Page 1 of 4)

BID #: DOT-ITB-26-9016-JM

FOB: STATEWIDE

BID TITLE: GUARDRAILS AND ACCESSORIES

## SPECIFICATIONS

All materials bid must be in accordance with the State of Florida Department of Transportation FY 2025 – 26 Standard Plans – Index 536 Series and be approved on the Department's Approved Products List (APL). All materials bid shall meet or exceed Florida Department of Transportation Specifications as outlined below. Any deviation from the specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible, therefore. Deviations must be explained in detail on separate attached sheets.

### Florida Department of Transportation Standard Specifications for Road and Bridge Construction Section 536 Guardrail

## BID SHEET

<b>BID AS SPECIFIED</b>				
<b>These items refer to the entire end anchorage assembly.</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>APL #</b>	<b>UNIT</b>	<b>PRICE</b>
1	FLEAT-SP-MGS TL-2	536-004-001	Each	\$2,060.00
2	SKT-SP-S-MGS TL-2	536-004-002	Each	\$2,900.00
3	MAX Tension Parallel TL-2	536-007-002	Each	\$4,500.00
4	Softstop MASH TL-2		Each	No Bid
5	FLEAT-MT-MGS		Each	No Bid
6	FLEAT-SP-MGS	536-003-002	Each	\$2,950.00
7	SKT-SP-S-MGS	536-003-003	Each	\$3,180.00
8	SRT-31 Flared End (Wood Posts)		Each	No Bid
9	SRT-31 Flared End (Steel Posts)		Each	No Bid
10	X-MAS (X-tension Median)		Each	No Bid
11	X-Tension Flared		Each	No Bid
12	X-Tension Parallel		Each	No Bid
13	Max-Tension Median TL-3	536-006-005	Each	\$10,000.00
14	Max-Tension Parallel TL-3	536-006-004	Each	\$7,000.00
15	MFLEAT TL-3	536-006-006	Each	\$3,000.00
16	MSKT MASH TL-3	536-006-003	Each	\$2,500.00
17	Softstop MASH TL-3		Each	No Bid
18	MATT (31") TL-3 MASH		Each	No Bid
19	MSKT (31") TL-2 MASH	536-007-005	Each	\$2,200.00

# Bid Sheet

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BID #: DOT-ITB-26-9016-JM

FOB: STATEWIDE

BID TITLE: GUARDRAILS AND ACCESSORIES

STANDARD PARTS				
NOTE: The unit rate(s) will apply to the term and any renewal periods				
ITEM #	DESCRIPTION	APL #	UNIT	PRICE
20	Special End Shoe		Each	\$40.00
21	Flared End Section		Each	\$58.00
22	Artuk FR-Flex Rail		Each	No Bid
23	Artuk FT-Flex Tab		Each	No Bid
24	EBMT		Each	No Bid
25	Flex-D	705-005-008	Each	\$8.00
26	Flex-DS	705-005-009	Each	\$8.90
27	Flex-O-Matic #300-1	705-005-006	Each	\$4.00
28	Flex-O-Matic #300-4	705-005-007	Each	\$4.00
29	GRD-C		Each	No Bid
30	I-Flex 12		Each	No Bid
31	PCBM T-12		Each	No Bid
32	W Beam Rail 12' 6"		Each	\$100.00
33	W Beam Rail 25'		Each	\$212.00
34	W Beam Rail Splice		Each	No Bid
35	Thrie Beam Rail 12' 6"		Each	\$225.00
36	Thrie Beam Rail 25'		Each	\$450.00
37	Thrie Beam Rail Splice		Each	No Bid
38	Thrie Bram Terminal		Each	\$125.00
39	Connector		Each	No Bid
40	Rub Rail 12' 6"		Each	\$130.00
41	Timber Break-Away Post (3' 6")		Each	\$30.00
42	Timber Break-Away Post (6')		Each	\$40.00
43	Timber Post (6' 6")		Each	\$60.00
44	Steel Post (6' 6")		Each	\$80.00
45	Timber Offset Block (1 hole)		Each	\$8.00
46	Timber Offset Block (2 holes)		Each	\$14.00
47	Recycled Plastic Block (1 hole)	536-000-004	Each	\$7.00
48	Recycled Plastic Block (2 holes)	536-000-008	Each	\$13.75

STANDARD PARTS				
Items 49 – 57 refer to the entire 27" end anchorage assembly				
ITEM #	DESCRIPTION	APL #	UNIT	PRICE
49	CAT 350		Each	No Bid
50	ET-PLUS		Each	No Bid
51	Fleat 350	536-002-006	Each	\$2,700.00
52	Fleat-MT		Each	No Bid
53	FLEAT-SP	536-002-015	Each	\$2,600.00
54	SKT-350	536-002-007	Each	\$2,900.00
55	SKT-SP	536-002-016	Each	\$2,800.00
56	SRT 350 (Eight Post)		Each	No Bid
57	X-TENSION		Each	No Bid

# Bid Sheet

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BID #: DOT-ITB-26-9016-JM

FOB: STATEWIDE

BID TITLE: GUARDRAILS AND ACCESSORIES

FASTENERS PRICE SHEET					
ITEM #	PART #	DESCRIPTION	QUANTITY PER BOX	MINIMUM ORDER QUANTITY	PRICE PER BOX
58		GUARDRAIL SPLICE BOLTS 5/8" X1-1/4" WITH NUT	1,000	1 Box	\$1,240.00
59		BOLTS, GUARDRAIL 5/8" X 12" WITH NUTS & WASHERS	150	1 Box	\$648.75
60		BOLTS, SPLICE 5/8" X 2" WITH NUTS	1,000	1 Box	\$1,506.00
61		BOLT WASHER/NUT ANCHOR 7/8" X 10"			No Bid
62		WASHER. 1 3/4" X 3" BEAM	200	1 Box	\$386.00
63		WASHERS, STEEL GALVANIZED 7/8"	100	1 Box	\$200.00
64		BOLT WASHER/NUT OFFSET POST 5/8" X 10"	225	1 Box	\$1,102.35
65		BOLT WASHER/NUT OFFSET POST 5/8" X 16"	150	1 Box	\$1,132.80
66		BOLT WASHER/NUT ANCHOR 5/8" X 18"	150	1 Box	\$1,085.70
67		NUT, HEX 1"	50	1 Box	\$194.80
68		NUT, HEX 1 1/4"			No Bid
69		5/8" X 7-1/2" HEX BOLT WITH NUT	25	1 Box	\$156.00
70		5/8" X 9 X 1/2" HEX BOLT WITH NUT	25	1 Box	\$162.00
71		3/8" X 4" LAG BOLT WITH WASHER			No Bid
72		5/8" BOLT WASHER/NUT ANCHOR 7/8" X 10"			No Bid
73		BOLT WASHER/NUT ANCHOR 7/8" X 10"			No Bid

# Bid Sheet

(Page 4 of 4)

BID #: DOT-ITB-26-9016-JM

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BID TITLE: GUARDRAILS AND ACCESSORIES

**DELIVERY:** Delivery will be made within \_\_\_\_\_ days after receipt of Purchase Order.

Is this product available with recycled content? \_\_Yes \_\_No

If yes, please send information separate from this Invitation to Bid (See Recycled Material Special Condition for more information).

**RENEWAL:** see Introduction Section #7.

THE UNIT PRICE(S) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

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

**NOTE:** In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions, and their submission is made in conformance with those terms and conditions.

**ACKNOWLEDGEMENT:** I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Bidder: \_\_\_\_\_ FEID# \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed/Typed: \_\_\_\_\_ Title: \_\_\_\_\_

**ORDERING INSTRUCTIONS**

Bid Number: DOT-ITB-26-9016-JM

Title: Guardrails and Accessories

**NOTE: ALL ORDERS SHOULD BE DIRECTED TO:**

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): F593133525003

VENDOR: Cloverleaf Corporation

ADDRESS: 1916 South Tamiami Trail

CITY, STATE, ZIP: Ruskin, FL 33570

TELEPHONE: 813-649-1336

TOLL FREE NO: \_\_\_\_\_

DELIVERY: DELIVERY WILL BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Matthew Schindler, CEO

ADDRESS: 1916 South Tamiami Trail

CITY, STATE, ZIP: Ruskin, FL 33570

TELEPHONE: 813-649-1336

TOLL FREE NO.: \_\_\_\_\_

E-MAIL ADDRESS: matthew@cloverleafcorp.com

WEB ADDRESS: www.cloverleafcorp.com

# INTRODUCTION SECTION

## 1) INVITATION

The purpose of this Invitation to Bid is to obtain competitive bids to establish a 3 year contract for the purchase of guardrails and accessories by the Department of Transportation, hereafter referred to as the "Department". The contract will become effective on the date the successful bidder(s) is approved for award and will expire 3 years from that date. After the award, said bidder(s) will be referred to as the "Vendor(s)".

All commodities identified in this Invitation to Bid will be subject to the availability of identical commodities as provided by mandatory Department of Management Services' State Contract(s) at such time these commodities become available. In the event of duplication(s) of commodities, the Department of Management Services' mandatory State Contract shall prevail.

## 2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> (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.

<b>ACTION / LOCATION</b>	<b>DATE</b>	<b>LOCAL TIME</b>
<b>DEADLINE FOR TECHNICAL QUESTIONS -</b> (There is no deadline for administrative questions)	<b>12-10-2025</b>	<b>5:00 PM EST</b>
<b>BIDS DUE (ON OR BEFORE) -</b> Florida Department of Transportation Central Procurement Office Jocelyn Moore, Purchasing Agent <a href="mailto:CO.Purch@dot.state.fl.us">CO.Purch@dot.state.fl.us</a>	<b>12-30-2025</b>	<b>9:00 AM EST</b>
<b>PUBLIC OPENING -</b> Florida Department of Transportation Central Procurement Office Jocelyn Moore, Purchasing Agent 605 Suwannee Street Tallahassee, FL 32399-0450	<b>12-30-2025</b>	<b>10:00 AM EST</b>
<b>POSTING OF INTENDED DECISION/AWARD</b>	<b>1-23-2026</b>	

## 3) BID OPENING AGENDA

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

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

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

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

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

#### **4) SPECIAL ACCOMMODATIONS**

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

#### **5) CONTRACT USE**

Use of the contract resulting from this bid will be optional for the Department. The Department reserves the right to solicit separate bids for any unusual or abnormal quantity requirements that may arise during the term of the contract.

#### **6) ESTIMATED PURCHASES**

It is anticipated that the Department will purchase approximately \$400,000.00 under any contract resulting from this bid. This estimated amount is given only as a guideline for preparing your bid and should not be construed as representing an actual amount to be purchased under this contract. The Vendor(s) shall supply, at bid prices, the actual amounts ordered regardless of whether the total of such amounts is more or less than anticipated. This bid and the resulting contract will be subject to annual appropriated funding.

#### **7) RENEWAL**

Upon mutual agreement, the Department and the Contract Vendor may renew the contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

## **SPECIAL CONDITIONS**

#### **1) MyFloridaMarketPlace (MFMP)**

BIDDERS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 20). All prospective bidders that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #7d. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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

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

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

In accordance with section 287.057(25), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 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 Information Portal at <https://vendor.myfloridamarketplace.com/> (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:  
**Jocelyn Moore** at [CO.Purch@dot.state.fl.us](mailto:CO.Purch@dot.state.fl.us)

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the email address above.

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

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

Notices of changes (Addenda) will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> (click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

### **5) PRICES/DELIVERY**

Prices shall be firm, net, delivered prices, F.O.B. destination.

Delivery must be made within thirty (30) calendar days or less upon receipt of a purchase order by the contract supplier at his designated ordering location. If more time is needed the bidder should state the extra time required and the reasons why in the bid. Acceptance will be subject to the Department's approval.

The Department reserves the right to order on an as-needed basis.

### **6) IN-STATE PREFERENCE FOR COMMODITY BIDS**

In accordance with Section 287.084, Florida Statutes, when the lowest responsible and responsive bid is submitted by a vendor whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida, as determined by the vendor's registration with the Florida Department of State (SunBiz) unless the state where the out-of-state vendor is located provides a price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida responding to this Invitation to Bid (ITB).

All bidders **MUST** complete the attached “In-State Preference Form” and submit with their bid response. All vendors whose principal place of business is outside of Florida, as determined by the vendor’s registration with the Florida Department of State (SunBiz), **must accompany any written bid, proposal, or reply documents** with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Failure to submit the “In-State Preference Form” AND written opinion will result in the vendor being found non-responsive. For the 5% preference, the Department will apply 5% to the bid price(s) of the lowest out of state vendor whose state does not grant a preference if that vendor has submitted the lowest responsible and responsive bid. The “In-State Preference” does not apply to transportation projects that use federal funds.

## **7) INTENDED AWARD**

As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof: on a geographical district basis and / or on a statewide basis with one or more suppliers, to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions, unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statute. In the event the Department receives identical pricing or scoring from multiple vendors that would tie the awarded vendor; the Department may, at its discretion, award to all responsive tied vendors or reject all.

**8) PRE-BID CONFERENCE** A PRE-BID CONFERENCE WILL NOT BE HELD.

## **9) ALTERNATES**

ALTERNATE BRANDS WILL NOT BE CONSIDERED FOR THIS BID. BID AS SPECIFIED.

## **10) WARRANTY/SUBSTITUTIONS**

A warranty is required on all items purchased 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 these 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.

## **11) REPLACEMENT/RESTOCKING**

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.

## **12) PRODUCT REQUIREMENTS/SPECIFICATIONS**

Items furnished shall be standard products of the manufacturer or their suppliers, shall be new, unused, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use.

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

## **13) ACCEPTANCE**

All items listed in the specifications, delivered to the Department not meeting specifications or 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.

#### **14) 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 items. 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.

#### **15) 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 (the notice of protest may be Faxed to 850-414-5264), 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.

#### **16) 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.

#### **17) SCRUTINIZED COMPANIES LISTS**

All responses, regardless of dollar value, must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the bid response.

Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of: i) \$100,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and, ii) \$1,000,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the Department determines the Vendor submitted a false certification under Section 287.135 , Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 , Florida Statutes, or maintain the Contract if the conditions of Section 287.135 ,Florida Statutes are met.

#### **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 items 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 specifications 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 specifications, 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 items, and failure to perform or meet financial obligations on previous contracts. ALL determinations of responsiveness will be made by the FDOT Procurement Office.

#### **21) REQUIRED DOCUMENTS**

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 accordance with Section 24.

#### **22) 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.

### **23) 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 document labeled "Vendor Name - 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.

### **24) ELECTRONIC SUBMISSION OF BIDS:**

Please follow the below instructions for the submittal of electronic bids, failure to do so, may result in your bid being found non-responsive. Non-responsive replies will not be evaluated.

- a) Subject line must show: DOT-ITB-26-9016-JM
- b) Email shall contain one file attachment marked as the following: DOT-ITB-26-9016-JM Bid Submittal
- c) Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- d) The body of the email shall not contain any information
- e) Documents shall not be submitted in a ZIP (.zip) file
- f) Bids shall be submitted to: [CO.Purch@dot.state.fl.us](mailto:CO.Purch@dot.state.fl.us)

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.

### **25) 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 not be considered unless resubmitted by the due date and time. Bidders may also send a change in a separate email to be opened at the same time as the bid.

### **26) POSTING OF INTENDED DECISION/AWARD**

#### **26.1 - General:**

The Department's decision will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> on the date in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any bidder who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award (the notice of protest may be Faxed to 850-414-5264), 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.

### **26.2 - 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 Information Portal (see special condition 26.1, above) and/or telephone. The Department will provide notification of any future posting in a timely manner.

### **26.3 - 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.

### **27) RECYCLED MATERIAL**

The Department encourages the use of products and materials with recycled content and post-consumer recovered materials. If the item(s) specified herein is available with recycled content, we request that you provide product information to help in our search for recycled products. However, this bid request is for the product as specified herein and does not require prices for recycled product unless specified. This information should be sent separately and not as a part of your bid response.

### **27) RECYCLED MATERIAL**

The Department encourages the use of products and materials with recycled content and post-consumer recovered materials. If the item(s) specified in the Technical Specification is available with recycled content, we request that you provide product information to help in our search for recycled products. However, this bid request is for the product as specified herein and does not require prices for recycled product. This information should be sent as part of your bid response or may be sent separately.

### **28) PRICE ADJUSTMENTS**

The Department may, in its sole discretion, make an equitable adjustment in the Contract terms and/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 Vendor'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 Vendor that continued performance of the Contract would result in a substantial loss. The Vendor shall provide thirty (30) days written notice to the Department and written approval from the Department is required. Documentation of cost adjustments shall be provided by the Vendor to the Department.

### **29) DELIVERY LOCATION(S)**

The primary point of delivery for this contract will be the 25 FDOT Warehouses statewide, but bid prices will include delivery to other locations, throughout the State of Florida.

**Items shipped shall have shipping paid by the vendor and actual charges added to the invoices as a separate item. The contract vendor shall use the most economical and efficient method of shipping based on order size, delivery location, and buyer's choice of carrier.**

**Note:** Fasteners shall be with delivery charge included on the separate price sheet included. Fasteners shall be bid for statewide delivery. Bidders must specify minimum order quantity.

### **30) CANCELLATION**

All contract obligations shall prevail for at least one hundred and eighty (180) days after the effective date of the contract. For the protection of both parties, this contract may be cancelled in whole or in part after one hundred and eighty (180) days by either party giving thirty (30) days prior written notice to the other contract party. The contract may, also, be cancelled by the Department for nonperformance (default).

### **31) ORDERING INSTRUCTIONS**

Manufacturers are encouraged to bid direct naming dealers who will accept orders and complete deliveries. Bidders must include complete ordering instructions, including FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID), for invoicing dealers, with the bid on a separate sheet.

### **32) ORDER QUANTITIES**

The Department will, at its discretion, place orders with the Vendor(s) for various quantities of the items, as needed, during the contract period. Bidders are encouraged to identify the standard packaging quantity and minimum order quantity acceptable for each item or group of items bid. Excessive minimum order quantities will not be accepted.

### **33) OPEN PURCHASE ORDERS**

The Department may, at its discretion, establish an open (estimated quantity) purchase order with the contract vendor(s) to facilitate the purchasing of materials. The purchase of materials may be placed by; (1) written purchase order, (2) telephone orders by authorized Department personnel, or (3) an itemized order in writing. The Department will supply the contract vendor(s) with a list of personnel authorized to order. Delivery of items on these open purchase orders shall not exceed the contract effective period.

### **34) INVOICING**

Invoices must match units specified on the Purchase Order.

### **35) 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.

Bid Sheet

In-State Preference

Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)

Ordering Instructions

E-Verify Form

### **36) TERMS AND CONDITIONS**

#### **36.1 General Contract Conditions (PUR 1000)**

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document will take precedence over the PUR 1000 form where applicable.

[PUR1000 General Contract Conditions](#)

The following paragraphs do not apply to this Invitation to Bid:  
Paragraph 8(a), Dispute Resolution - PUR 1000

Paragraph 5(l), PRIDE – PUR 1000, when federal funds are utilized.

### **36.2 General Instructions to Respondents (PUR 1001)**

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this Invitation to Bid:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

### **36.3 MFMP Purchase Order Terms and Conditions**

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_agency\\_customers/po\\_terms\\_conditions](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/po_terms_conditions)

Section 8(B), PRIDE, is not applicable when using federal funds.

### **37) ORDER OF PRECEDENCE**

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

Technical Specifications

Bid Sheet

FDOT Purchase Order Terms and Conditions

MFMP Purchase Order Terms and Conditions – Section 8(B), PRIDE, is not applicable when using federal funds.

General Instructions to Respondents (PUR 1001)

General Contract Conditions (PUR 1000)

Introduction Section

### **38) ANTITRUST VIOLATOR VENDOR LIST**

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

### **39) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Pursuant to Section 287.05701, Florida Statutes, an awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a

responsible vendor, and an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interest.

#### **40) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

The Proposer must submit, with its Proposal, a completed Foreign Country of Concern Attestation (PUR 1355) (Form 6). Form 6 must be completed by an officer or representative of the Bidder on behalf of the Bidder.

#### **41) AFFIDAVIT REGARDING LABOR AND SERVICES**

Prior to contract execution, extension or renewal, the Department shall notify the Contract awardee of the need to download, complete, and submit the FDOT form, Affidavit Regarding Labor and Services, No. 375-030-31. Please have the form signed and notarized and send a scanned copy to the Department. The nongovernmental entity (Contract awardee) must maintain the original copy in accordance with other provisions of this Agreement or Contract, and in accordance with Florida law.

#### **42) APPROVED PRODUCTS**

Approved Products List (APL) is published by the Department and maintained by the State Specifications Office as an assurance to contractors, consultants, designers and the department that certain products and materials have a basic approval generally subject to additional testing of individual lots, batches or shipments to construction projects or against maintenance purchases. The APL is available on the World Wide Web at <http://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

#### **43) QUALITY CONTROL PLAN**

All producers/fabricators of guardrail are required to have an approved quality control plan in accordance with the Department's specifications and be listed on the State Materials Office list of approved metal producers, which can be accessed on their website. Questions concerning the quality control plan should be directed to: Inspection Services Manager (Structural Steel, Coatings, and Timber), State Materials Office, 5007 NE 39th Ave., Gainesville, FL 32609, Office (352) 955-6681.