

**State of Florida  
Department of Transportation**



INVITATION TO BID

**Safety Educational Outreach and Target Zero Items**

**DOT-ITB-23-9080-SD**

**EFFECTIVE DATES**

**June 19, 2023 - June 19, 2026**

**VENDORS**

**BrandMetrix, LLC – CR707  
Digital Graphics Plus, LLC – CR709  
Lawton Connect, Inc. – CR711**

# BID SHEET A

BID #: DOT-ITB-23-9080-SD

FOB: STATEWIDE

BID TITLE: Safety Educational Outreach and Target Zero Items

### BID AS SPECIFIED

**Note: The Average Cost Per Unit will be used for award purposes ONLY. Items will be awarded by the lowest average bid per item. The Average Cost Per Unit will be obtained by adding the columns bid straight across. Then the sum is divided by the number of items bid for an Average Cost Per Unit. Prices Bid shall be all inclusive.**

**Example:   .70 + .60 + .50 + .40 + .30 + .20 + .10 = \$2.80   \$2.80 ÷ 7 = .40**

**The prices bid should be rounded to two decimal points.**

#	ITEM/QUANTITY	1-100	101-500	501-1,000	1,001-2,500	2,501-5,000	5,001-10,000	10,001 +	VENDOR
1	CUSTOM PRINT ACCORDIAN SUNSHADE	<b>No Award</b>							
2	CUSTOM BUMPER STICKER MAGNET	<b>No Award</b>							
3	DIE CUT GLOSSY MAGNET - CHILL GUY			\$1.15	\$1.14	\$1.10	\$1.03	\$1.01	<b>Brand Metrix</b>
4	DIE CUT MAGNET FOR VEHICLES – WIPE AWAY YOUR WORRIES			\$1.26	\$1.26	\$1.23	\$1.17	\$1.13	<b>Brand Metrix</b>
5	DIE CUT DECAL FOR VEHICLES – WIPE AWAY YOUR WORRIES			\$.65	\$.40	\$.30	\$.27	\$.27	<b>Brand Metrix</b>
6	DIE CUT GLOSSY STICKER – CHILL GUY			\$.80	\$.61	\$.48	\$.40	\$.35	<b>Brand Metrix</b>
7	BUMPER STICKERS	<b>No Award</b>							
8	ROUND DECAL FOR VEHICLE	<b>No Award</b>							
9	IMPRINTED ROUND STRESS BALL			\$1.25	\$1.25	\$1.23	\$1.21	\$.99	<b>Brand Metrix</b>
10	CUSTOMIZED CAR STRESS RELIEVER			\$2.88	\$2.88	\$2.64	\$2.48	\$2.37	<b>Brand Metrix</b>
11	CUSTOMIZED SHAPED STRESS RELIEVER	<b>No Award</b>							

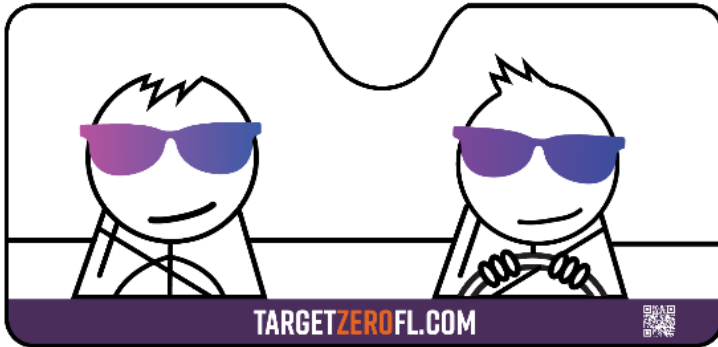
12	CUSTOM SEAT BELT COVERS	<b>No Award</b>
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**STATE FUNDED**

# SPECIFICATIONS A (PAGE 1 of 3)

## MISC. CUSTOMIZED ITEMS

Pictures shown here are examples. There may be different artwork.



### CUSTOM PRINT ACCORDION SUNSHADE

White background

Full color

Size: 56" w x 25" h

Accordion fold with built in elastic straps

Graphics will be furnished.



### CUSTOM BUMPER STICKER MAGNETS

Full color

Size: 10" x 3"

UV Coated

Graphics will be furnished.



### DIE CUT GLOSSY MAGNET

Chill Guy with full color and different messages

Size: 3.5" x 2"

UV Coated

Graphics will be furnished.



### DIE CUT MAGNET FOR VEHICLES

White with artwork

UV Coated

APPRX: 6" x 3"

Graphics will be furnished.

# SPECIFICATIONS A (PAGE 2 of 3)

## CUSTOMIZED DECALS, STICKERS & MAGNETS

Pictures shown here are examples. There may be different artwork.



### RECTANGLE DECAL FOR VEHICLES

White with artwork  
White Opaque Vinyl  
250 Microns  
APPRX: 6"x3"

Graphics will be furnished.



### DIE CUT GLOSSY STICKER

Chill Guy with full color and different messages

Size: 3.5" x 2"

70 lb Label Gloss

Graphics will be furnished.



### BUMPER STICKER

Size: 10" x 3"

Vinyl Sticker

Full color

High Gloss UV

Graphics will be furnished.



### ROUND DECAL FOR VEHICLE

Purple with orange and white logo

White Opaque Vinyl

250 Microns

APPRX: 6" diameter

Graphics will be furnished.

# SPECIFICATIONS A (PAGE 3 of 3)

## CUSTOMIZED STRESS BALLS

Pictures shown here are examples. There may be different artwork.



### IMPRINTED STRESS BALL

Purple with white logo

Polyurethane

APPRX: 2.75" diameter

Graphics will be furnished.



### CUSTOMIZED CAR STRESS RELIEVER

White with full color logo

Polyurethane

1.88"x4.63"x2.38"

Graphics will be furnished.



### CUSTOMIZED SHAPED STRESS RELIEVER

Purple with white logo

Polyurethane

APPRX: 2.6" height

Graphics will be furnished.



### Custom Seat Belt Covers

Velour or cotton material.

3-layered construction for durability

Foam padding for comfort and protection

SIZE: Universal

Graphics will be furnished.

## BID SHEET B

BID #: DOT-ITB-23-9080-SD

FOB: STATEWIDE

BID TITLE: Safety Educational Outreach and Target Zero Items

### BID AS SPECIFIED

**Note: The Average Cost Per Unit will be used for award purposes ONLY. Items will be awarded by the lowest average bid per item. The Average Cost Per Unit will be obtained by adding the columns bid straight across. Then the sum is divided by the number of items bid for an Average Cost Per Unit. Prices Bid shall be all inclusive.**

**Example:    .50 + .40 + .30 + .20 + .10 = \$2.80    \$2.80 ÷ 5 = .40**

#	ITEM/QUANTITY	1	2 - 5	6 - 10	11 - 20	21 - 30	Vendor
1	STEP AND REPEAT BANNER – BANNER AND FRAME	\$315.00	\$315.00	\$311.00	\$307.00	\$305.00	Digital Graphics
2	STEP AND REPEAT BANNER – BANNER ONLY	\$182.50	\$182.50	\$173.75	\$164.25	\$162.42	Digital Graphics
3	9 PANEL POP-UP DISPLAY	\$1,474.49	\$1,449.19	\$1,358.48	\$1,328.48	\$1,277.60	Brand Metrix

**FEDERAL FUNDED**

# SPECIFICATIONS B

## CUSTOMIZED DISPLAYS

Pictures shown here are examples. There may be different artwork.



### STEP AND REPEAT BANNER

Banner and Frame

Size: 5' x 8'

Full Color

Standard 13 oz vinyl

Printed front and back

Graphics will be furnished.



### STEP AND REPEAT BANNER

Banner Only

Size: 5' x 8'

Full Color

Standard 13 oz vinyl

Printed front and back

Graphics will be furnished.



### 9 PANEL POP-UP DISPLAY

Full Color with carrying bag.

Graphics will be furnished.

# BID SHEET C

BID #: DOT-ITB-23-9080-SD

FOB: STATEWIDE

BID TITLE: Safety Educational Outreach and Target Zero Items

## BID AS SPECIFIED

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**Example:   .70 .60 .50 + .40 + .30 + .20 + .10 = \$2.80   \$2.80 ÷ 7 = .40**

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#	ITEM/QUANTITY	1-100	101-500	501-1,000	1,001-2,500	2,501-5,000	5,001-10,000	10,001 +	Vendor
1	CREDIT CARD SHAPED USB		\$5.45	\$5.22	\$5.22	\$4.43	\$4.22	\$4.08	Brand Metrix
2	CUSTOM SHAPED 3D PVC USB – CHILL GUY	<b>No Award</b>							
3	CUSTOM SHAPED 3D PVC USB – LOGO SHAPED	<b>No Award</b>							
4	CUSTOM SHAPED 3D PVC USB – SEAT BELT	<b>No Award</b>							

**FEDERAL FUNDED**

# SPECIFICATIONS C

## CUSTOMIZED USBs

Pictures shown here are examples. There may be different artwork.



### CREDIT CARD SHAPED USB FLASH DRIVE

Full color front and back

Plastic

16 GB with up to 15 GB preloaded on each one.

Graphics will be furnished.



### CUSTOM SHAPED 3D PVC USB FLASH DRIVE

Plastic

16 GB with up to 15 GB preloaded on each one.

Graphics will be furnished.



### CUSTOM SHAPED 3D PVC USB FLASH DRIVE

Plastic

16 GB with up to 15 GB preloaded on each one.

Graphics will be furnished.



### CUSTOM SHAPED 3D PVC USB FLASH DRIVE SEAT BELT SHAPED

Plastic

16 GB with up to 15 GB preloaded on each one.

Graphics will be furnished.

# BID SHEET D

BID #: DOT-ITB-23-9080-SD

FOB: STATEWIDE

BID TITLE: Safety Educational Outreach and Target Zero Items

## BID AS SPECIFIED

**Note: The Average Cost Per Unit will be used for award purposes ONLY. Items will be awarded by the lowest average bid per item. The Average Cost Per Unit will be obtained by adding the columns bid straight across. Then the sum is divided by the number of items bid for an Average Cost Per Unit. Prices Bid shall be all inclusive.**

**Example:     .50 + .40 + .30 + .20 + .10 = \$2.80   \$2.80 ÷ 5 = .40**

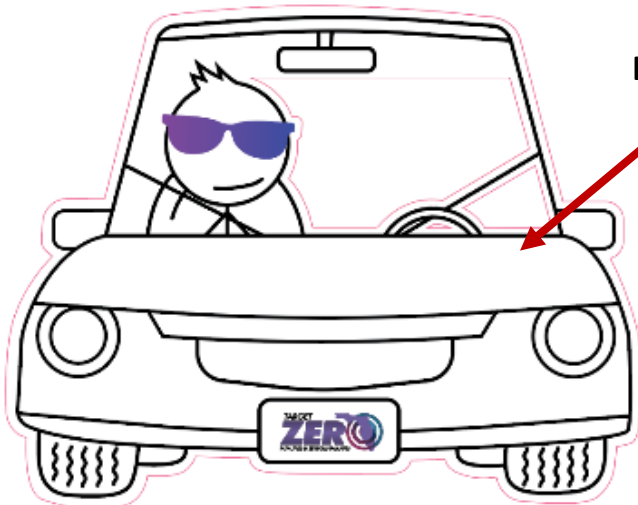
#	ITEM/QUANTITY	1	2 - 5	6 - 10	11 - 20	21 - 30	Vendor
1	CHILL GUY SELFIE FRAME IN CAR	<b>\$59.50</b>	<b>\$59.50</b>	<b>\$54.00</b>	<b>\$53.00</b>	<b>\$52.00</b>	<b>Digital Graphics</b>
2	28"X36" DRY ERASE PLEDGE BOARD	<b>\$59.50</b>	<b>\$59.50</b>	<b>\$54.00</b>	<b>\$53.00</b>	<b>\$52.00</b>	<b>Digital Graphics</b>
3	36" X 28" DRY ERASE PLEDGE BOARD	<b>\$59.50</b>	<b>\$59.50</b>	<b>\$54.00</b>	<b>\$53.00</b>	<b>\$52.00</b>	<b>Digital Graphics</b>
4	28"X36" SELFIE FRAME W DRY ERASE AND CUTOUTS	<b>\$59.50</b>	<b>\$59.50</b>	<b>\$54.00</b>	<b>\$53.00</b>	<b>\$52.00</b>	<b>Digital Graphics</b>
5	36" X 28" SELFIE FRAME W DRY ERASE AND CUTOUTS	<b>\$59.50</b>	<b>\$59.50</b>	<b>\$54.00</b>	<b>\$53.00</b>	<b>\$52.00</b>	<b>Digital Graphics</b>
6	44"X47" DRY ERASE PLEDGE BOARD	<b>\$69.50</b>	<b>\$69.50</b>	<b>\$64.00</b>	<b>\$63.00</b>	<b>\$62.00</b>	<b>Digital Graphics</b>

**FEDERAL FUNDED**

# SPECIFICATIONS D (PAGE 1 of 2)

## CUSTOMIZED SELFIE & PLEDGE BOARDS

Pictures shown here are examples. There may be different artwork.



DRY ERASE BOARD FOR  
HOOD OF CAR

### CHILL GUY SELFIE FRAME

Size: 36" x 28"

6mm corrugated plastic  
Opening on driver's side.  
See pink cut lines.

Dry Erase Board for the hood  
of the car.

*Driver will need to hold on  
to the steering wheel to  
hold it up.*

Bottom pic is an example of  
how the selfie would look  
with someone in it.

Graphics will be furnished.



EXAMPLE



### PLEDGE BOARDS

2 Sizes: 28" X 36" AND 36" x 28"

6mm corrugated plastic

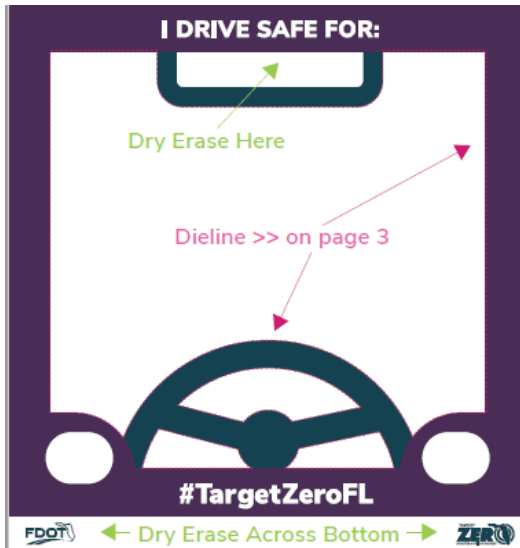
Dry Erase Board

Graphics will be furnished.

# SPECIFICATIONS D (PAGE 2 of 2)

## CUSTOMIZED SELFIE & PLEDGE BOARDS

Pictures shown here are examples. There may be different artwork.



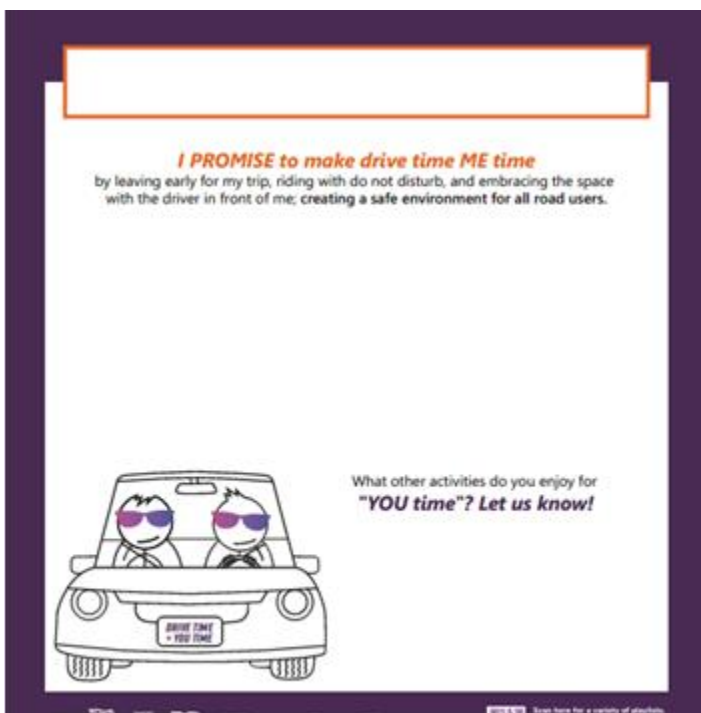
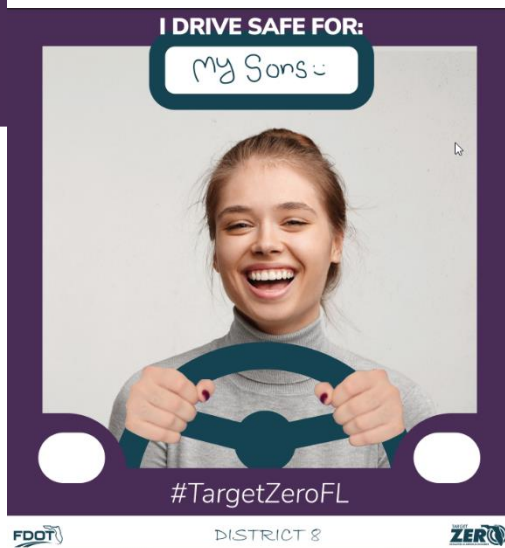
### SELFIE FRAME

2 Sizes: 28" X 36" AND 36" x 28"

6mm corrugated plastic

Dry Erase Board

Graphics will be furnished.



### DRY ERASE BOARD

Sizes: 44"x47"

6mm corrugated plastic

Dry Erase Board

All white areas to be dry erase.

Graphics will be furnished.

# BID SHEET E

BID #: DOT-ITB-23-9080-SD

FOB: STATEWIDE

BID TITLE: Safety Educational Outreach and Target Zero Items

## BID AS SPECIFIED

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#	ITEM/QUANTITY	1-100	101-500	501-1,000	1,001-2,500	2,501-5,000	5,001-10,000	10,001 +	Vendor
1	BOOKMARKS	\$ .65	\$ .65	\$ .34	\$ .19	\$ .10	\$ .066	\$ .05	Lawton Connect
2	TIP CARD TEAR SHEET PADS	\$5.33	\$5.33	\$3.72	\$2.81	\$2.36	\$2.16	\$2.07	Lawton Connect
3	TIP CARDS	\$ .81	\$ .81	\$ .44	\$ .26	\$ .16	\$ .12	\$ .09	Brand Metrix
4	TRI FOLD BROCHURES	\$1.08	\$1.08	\$ .63	\$ .41	\$ .26	\$ .18	\$ .15	Lawton Connect
5	TWO-POCKET PRESENTATION FOLDERS	\$2.54	\$2.54	\$1.59	\$1.02	\$ .72	\$ .65	\$ .49	Lawton Connect
6	4"X 6" NOTE PADS	\$2.30	\$2.30	\$1.58	\$1.32	\$1.27	\$1.14	\$1.06	Lawton Connect
7	5.5"X8.5" NOTE PADS	\$3.24	\$3.24	\$2.58	\$2.35	\$2.19	\$2.09	\$1.99	Lawton Connect

**FEDERAL FUNDED**

# SPECIFICATIONS E (PAGE 1 of 2)

## CUSTOMIZED PRINTED PAPER GOODS

Pictures shown here are examples. There will be different artwork.



### BOOKMARKS

SIZE: 2" x 6"  
Coated Cardstock  
Printed both sides

Graphics will be furnished.

### TIP CARD TEAR SHEET PADS

Paper size: 3.625" X 8.5"  
Full color  
100# Gloss  
Printed both sides  
100 Sheets per pad  
Chipboard backing

Graphics will be furnished.



### TIP CARDS

Size: 3.5" x 8.5"  
Coated Cardstock  
Printed both sides

Graphics will be furnished.



### TRI FOLD BROCHURE

Paper size: 8.5" x 11"  
Folded size: 3.625" X 8.5"  
Various folds – mostly Tri Fold and Z fold  
Full color  
100# Gloss  
Printed both sides

Graphics will be furnished.

# SPECIFICATIONS E (PAGE 2 of 2)

## CUSTOMIZED PRINTED PAPER GOODS



### TWO-POCKET PRESENTATION FOLDER

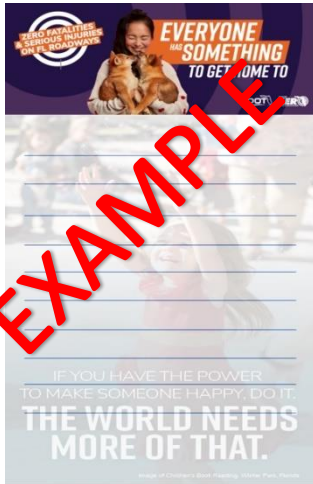
12 pt medium gloss stock – Color varies

Full color printed logo

2 glued pockets

1 business card slot on the right pocket.

Graphics will be furnished.



### NOTE PADS

2 sizes – 4" x 6" and 5.5" x 8.5"

60 lb paper – uncoated

Printed on one side only

50 sheets

5 different graphics per pad

Chipboard backing

Graphics will be furnished.

**BID SHEET**BID #: DOT-ITB-23-9080-SDFOB: STATEWIDEBID TITLE: Safety Educational Outreach and Target Zero Items**BID AS SPECIFIED****DELIVERY:** Delivery will be made within \_\_\_\_\_ days after receipt of Purchase Order.

What percentage of recycled content material will be provided? \_\_\_\_\_% (see Special Condition 29)

**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**

Contract Number: CR707

Title: Safety Educational Outreach and Target Zero Items

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): 83-1298521

VENDOR: BrandMetrix, LLC

ADDRESS: 4567 Winners Circle 1815

CITY, STATE, ZIP: Sarasota, FL 34238

TELEPHONE: (217) 553-5454

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

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

**PRODUCT INFORMATION: DIRECT QUESTIONS TO:**

NAME & TITLE: Thomas Kelly Manager

ADDRESS: 4567 Winners Circle 1815

CITY, STATE, ZIP: Sarasota, FL 34238

TELEPHONE: (217) 553-5454

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

E-MAIL ADDRESS: info@brandmetrix.net

WEB ADDRESS: www.brandmetrix.net

## ORDERING INSTRUCTIONS

Contract Number: CR709

Title: Safety Educational Outreach and Target Zero Items

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): 26-0213292

VENDOR: Digital Graphics Plus LLC

ADDRESS: 205 National PL Unit 123

CITY, STATE, ZIP: Longwood, FL 32750

TELEPHONE: 407-869-0077

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

DELIVERY: DELIVERY WILL BE MADE WITHIN 5-10 DAYS AFTER RECEIPT OF PURCHASE ORDER.

**PRODUCT INFORMATION: DIRECT QUESTIONS TO:**

NAME & TITLE: Nicholas Loring

ADDRESS: 205 National PL Unit 123

CITY, STATE, ZIP: Longwood, FL 32750

TELEPHONE: 407-869-0077

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

E-MAIL ADDRESS: sales@digitalgraphicsplus.com

WEB ADDRESS: DGPbrands.com

**ORDERING INSTRUCTIONS**

Contract Number: CR711

Title: Safety Educational Outreach and Target Zero Items

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): 59-0897527

VENDOR: Lantier Connect, Inc.

ADDRESS: 649 Triumph Court

CITY, STATE, ZIP: Orlando Florida 32805

TELEPHONE: 407-260-0400

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

DELIVERY: DELIVERY WILL BE MADE WITHIN 15 DAYS AFTER RECEIPT OF PURCHASE ORDER.

**PRODUCT INFORMATION: DIRECT QUESTIONS TO:**

NAME & TITLE: Trisha Fallon CSR

ADDRESS: 649 Triumph Court

CITY, STATE, ZIP: Orlando FL 32805

TELEPHONE: 407-260-0400

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

E-MAIL ADDRESS: Trisha@lantierconnect.com

WEB ADDRESS: lantierconnect.com

**ORDERING INSTRUCTIONS**

Bid Number: DOT-ITB-23-9080-SD

Title: Safety Educational Outreach and Target Zero Items

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): \_\_\_\_\_

VENDOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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

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

**PRODUCT INFORMATION: DIRECT QUESTIONS TO:**

NAME & TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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

E-MAIL ADDRESS: \_\_\_\_\_

WEB ADDRESS: \_\_\_\_\_

# INTRODUCTION SECTION

## 1) INVITATION

The purpose of this Invitation to Bid is to obtain competitive bids to establish a three (3) year contract for the purchase of Safety Educational Outreach and Target Zero Items by the Department of Transportation, hereafter referred to as the "Department". The contract will become effective on the date the successful bidder(s) receives an acceptance letter and will expire three (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 [MyFloridaMarket Place Vendor Information Portal](#) (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>05-16-2023</b>	<b>05:00 PM</b>
<b>BIDS DUE (ON OR BEFORE) -</b> Florida Department of Transportation Central Procurement Office Sally Dobson, Procurement Agent Phone: (850) 414.4477 <a href="mailto:CO.Purch@dot.state.fl.us">CO.Purch@dot.state.fl.us</a>	<b>05-25-2023</b>	<b>12:00 PM</b>
<b>PUBLIC OPENING -</b> Florida Department of Transportation Sally Dobson, Procurement Agent 605 Suwannee Street Tallahassee, FL 32399-0450	<b>05-25-2023</b>	<b>01:00 PM</b>
<b>ANTICIPATED POSTING OF INTENDED DECISION/AWARD</b>	<b>05-30-2023</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, 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**

The Department anticipates purchasing the estimated quantities shown on the bid sheets for a three (3) year period of any contract resulting from this bid. The estimated quantities are 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**

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 21). All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

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

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

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

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

In accordance with section 287.057(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 Vendor Information Portal at [MyFloridaMarket Place Vendor Information Portal](#) (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:

**Sally Dobson, Procurement Agent**                      [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 or by phone: (850) 414-4477.

### 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 Vendor Information Portal at [MyFloridaMarket Place Vendor Information Portal](#) (click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

### 5) **DIVERSITY ACHIEVEMENT**

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

The Department encourages the recruitment and utilization of small, minority, women, and service-disabled veteran businesses. 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.

6) **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 vendor at their designated ordering location. If more time is needed, the bidder should state the extra time required and the reasons why, in their bid response. Acceptance will be subject to the Department's approval.

7) **IN-STATE PREFERENCE FOR COMMODITY BIDS**

Not applicable because federal funds will be used for this bid.

8) **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. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise
2. Section 287.087, Florida Statute; Drug Free Work Place
3. Section 287.057(11); Minority Business Enterprise

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

9) **PRE-BID CONFERENCE**

A PRE-BID CONFERENCE WILL NOT BE HELD.

10) **ALTERNATES**

Alternate brands will be considered for this bid. The "Department" reserves the right to require each bidder to demonstrate to the satisfaction of the "Department" that the items/materials will perform in a completely acceptable manner. In the event the "Department" judges that the demonstrated performance is unsatisfactory, the "Department" may reject the bid. The bidder must be prepared to demonstrate the materials within fourteen (14) days after the bid opening date. Demonstration time and place is subject to agreement of the "Department" and the bidder.

Bidders submitting a bid that is based on an alternate brand of equipment must submit, with their bid, complete specifications and descriptive technical literature for the equipment proposed.

11) **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 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.

**12) 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.

**13) 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).

**14) 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.

**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 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.

**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, (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.

**17) UNAUTHORIZED ALIENS**

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

**18) SCRUTINIZED COMPANIES 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.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the 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 of the Florida Statutes or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

**19) RESERVATIONS**

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

**20) ADDITIONAL TERMS & CONDITIONS**

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

**21) RESPONSIVENESS OF BIDS**

Bids will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to provide the 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 the responsibility of the FDOT Procurement Office.

**22) 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 as outlined within Special Condition 26.

**23) "DRUG-FREE WORK PLACE" PREFERENCE**

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with section 295.187(4), Florida Statutes, giving preference to "Veteran Business Enterprise" then to bid responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

**24) COPYRIGHTED MATERIAL**

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

**25) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL**

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate document labeled "Attachment to Invitation to Bid, Number DOT-ITB-23-9080-SD - Vendor's 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.

**26) 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-23-9080-SD – **Vendor's Name**
- b) Email shall contain one file attachment marked as the following:  
**Vendor's Name - Bid Submittal**
- c) Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- d) Documents shall not be submitted in a ZIP (.zip) file.

e) The body of the email shall not contain any information.

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.

## **27) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL**

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire bid will be voided and not 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.

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

### **28.1 - General:**

The Department's decision will be posted on the Vendor Information Portal at [MyFloridaMarket Place Vendor Information Portal](#), 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.

### **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 Vendor Information Portal (see special condition 28.1, above) 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) 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.

**30) 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.

**31) DELIVERY LOCATION(S)**

The point of delivery for this contract will be at various locations within the state; bid prices shall include delivery to these locations.

**32) 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) in accordance with Rule 60A-1.006(3), F.A.C.

**33) 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.

**34) 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.

**35) 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.

**36) INVOICING**

Invoices must match units specified on the Purchase Order.

**37) 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

Drug-Free Workplace Program Certification (if applicable)

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

Certification of Recycled Content (if applicable)

Ordering Instructions

**38) TERMS AND CONDITIONS**

**38.1 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.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

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

Paragraph 31, Dispute Resolution - PUR 1000

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

**38.2 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

**38.3 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:

[http://www.dms.myflorida.com/content/download/117735/646919/Purchase\\_Order\\_Terms\\_Sept\\_1,\\_2015\\_.pdf](http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf)  
Section 8(B), PRIDE, is not applicable when using federal funds.

**39) 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

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

**40) SAMPLES & TESTING**

A Sample of each line item identified on the Bid Sheet must be sent in by the bid due date and time as outlined on the Timeline (Introduction Section 2). Samples shall be sent to the address listed below for compliance with the bid specifications. Failure to provide these samples or the submission of samples not meeting the exact specifications shall be cause for rejection of bid and bid being found non-responsive and/or the next lowest bidder contacted after award. Samples must be submitted at no additional cost to the Department and will be retained for use as quality assurance standards and as models for acceptance inspection.

Samples must be submitted to:

**Florida Department of Transportation  
Central Procurement Office  
Attn: Sally Dobson, Procurement Office  
605 Suwannee Street, Mail Station 20  
Tallahassee, Florida 32399-0450  
Phone: (850) 414.4381**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**MFMP CONTRACT TERMS AND CONDITIONS**

375-040-44  
PROCUREMENT  
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Contract (“CR”) No.: CR

Appropriation Bill Number(s) / Line Item Number(s) for 1<sup>st</sup> year of  
contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_

(required for contracts in excess of \$5 million)

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Vendor to furnish, within the manner and at the location specified, certain services, information, and items as described in Exhibit “A”, attached hereto and made a part hereof.
- B. Before any additions or deletions to the work and/or items described in this Contract, the Department shall issue a revised version of the Contract covering such modifications and the compensation to be paid therefor. Reference herein to this Contract shall be considered to include any revised versions.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Contract, 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 Contract. 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 or products or patent any invention developed under this Contract. The Department shall have the right to visit the site for inspection of the work and the products of the Contract 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 Statute and administrative rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department. In the event that changes in the statutes or rules create a conflict with the requirements of the published guidelines, requirements of the statutes and/or 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 Contract may request and be granted a conference.
- F. All services and/or items shall be provided 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 Contract. The Director’s decision upon all claims, questions, and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work and/or items described that may become necessary or desirable shall be left to the absolute discretion of the Director.

Reference herein to the Director shall mean the Department’s  
Assitant Secretary, Engineering and Operations.

2. TERM

- A. Initial Term. Unless otherwise specified, this Contract begins on the date of issuance and shall remain in full force and effect through the date specified on the Contract.
- B. RENEWALS (Select appropriate box):
  - This Contract may not be renewed.
  - This Contract may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory

performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Contract and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Contract. Extension of this Contract must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Contract and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Contract unless the failure to meet the criteria set forth in this Contract for completion of this Contract 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 will review the request and make a determination as to granting all, part of, or none of the requested extension.

### 3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.
- B. If this Contract 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 on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers..
- E. Vendors providing goods and services to the Department are reminded of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of this Contract. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprourement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516
- I. Records of costs incurred under terms of this Contract shall be maintained and made available upon request to the Department at all times during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred 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 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 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 State of Florida's performance and obligation to pay under this Contract 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 the negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Contract.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a

third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

**PAYMENT FOR CLAIMS:** The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Contract. 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 required.
- The Vendor shall carry and keep in force during the period of this Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$ \_\_\_\_\_ per person and \$ \_\_\_\_\_ each occurrence, and property damage insurance of at least \$ \_\_\_\_\_ each occurrence, for the services to be rendered in accordance with this Contract.
- The Vendor shall 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 and Section 337.106, Florida Statutes, with a company or companies 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 \$ \_\_\_\_\_.

**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 required.
- Prior to commencement of any services pursuant to this Contract 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 Contract according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

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

**5. COMPLIANCE WITH LAWS**

**A.** The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Contract. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

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

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

- B. The Vendor agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of this Contract, 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 Contract, it being understood that such data or information is 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 shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Contract.
- 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 or reason 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 Contract. 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 Contract 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 Contract.

- 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 any 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 Contract.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the Vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

## 6. TERMINATION AND DEFAULT

- A. This Contract may be cancelled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Contract 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 Contract, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of this Contract 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 Contract is to be terminated.
- D. If this Contract 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 Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this

Contract. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

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

## 7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable Vendor to timely perform under this Contract 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 Contract. 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 Contract to any person or entity other than subcontractors specified in the proposal, bid, and/or Contract without the prior written consent of the Department.

- B. Check the appropriate box:

- The following provisions are not applicable to this Contract:
- The following provisions are hereby incorporated in and made a part of this Contract:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order 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 Purchase Order shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

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

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

PRIDE Enterprises  
12425 – 28<sup>th</sup> Street, North  
St. Petersburg, Florida 33716-1826  
Telephone: (800) 643-8459

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

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 Contract.
- 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 Contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract 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 Contract 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 Contract did not contain the particular part, term, or provision held to be invalid.
- E. This Contract shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Contract, 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 any county chosen by the Department and in the event that any such legal action is filed by the Vendor, 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 Contract 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 part of this Contract.
- H. If this Contract is the result of a competitive 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. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later

- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and
  3. shall adhere to requirements in section 448.095, Florida Statutes.
- K. Time is of the essence as to each and every obligation under this Contract.
- L. The following attachments are incorporated and made a part of this Contract:

The provisions in the MFMP CONTRACT TERMS AND CONDITIONS constitute an integral part of the Contract. The Vendor acknowledges acceptance of the terms and conditions of this Contract by providing the services and/or items described in the Contract.

## TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

CONTRACT (Purchase Order) # \_\_\_\_\_

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S. Department of Transportation (hereinafter "USDOT"), not withstanding anything to the contrary in this Agreement.
- C. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the 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 Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor 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, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor 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 Contractor may request the United States to enter into such litigation to

## TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

protect the interests of the United States.

- I. Compliance with Nondiscrimination Statutes and Authorities: 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; 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 because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); 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; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); 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 contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit 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 USDOT regulations at 49 C.F.R. parts 37 and 38; 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); 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; 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 you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises (“DBE”): The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Contractor and any sub-contractor or contractor:

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

Pursuant to 49 CFR 26.11(c) , the Contractor shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation’s Equal Opportunity Compliance (EOC) system. The Contractor shall request access to the EOC system using Form No. 275-021-30.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

## TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

O. The Florida Department of Transportation hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Florida Department of Transportation further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Contractor hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract (except a bona fide employee or Agency); or
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract (except a bona fide employee or Agency).

The Contractor further acknowledges that this Agreement will be furnished to the Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended (where applicable).

R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (where applicable).