



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

MEMORANDUM NO. 1: DOT-ITB-25-9012-SD-1

TO: Vendor Address
Department Address

FROM: Destyne Grayson, Procurement Agent

SUBJECT: DOT Contract DOT-ITB-25-9012-SD: DOT-SS-25-9066-DG

Sheeting, Vinyl-Mesh Signs and Sign Stands

CR1098 – 3M Company
CR1099 – Safety Products, Inc.

The subject contract is being amended to add 3M Company as the awarded vendor for the following items as advertised.

ITEM #6. Sheeting, non-perforated, reflective, Type 1, for vehicle marking, in sizes 24", 30", 36" and 48" by 50 yards with pressure sensitive adhesive backing (Class 1), primer not required. Sheeting shall be available in the following colors: yellow and white. **DMS Commodity Number # 5521700 – Not an APL Item**

For Award Only

Sheeting Manufacturer: 3M Company
Product No./ Series: 7310 White, 7311 Yellow
Vendor: 3M Company \$ 0.90 per sq. ft.

For Ordering:

\$ 270.00 24" per roll_ \$ 405.00 36" per roll
\$ 337.50 30" per roll \$ 540.00 48" per roll

The contract document has been updated to reflect the necessary revisions. Any question on delivery or service that may arise regarding this contract should be directed to Renee Matthews at renee.matthews@dot.state.fl.us.

**State of Florida
Department of Transportation**



INVITATION TO BID

SHEETING, VINYL-MESH SIGNS AND SIGN STANDS

DOT-ITB-25-9012-SD

EFFECTIVE DATES

January 20, 2025 – January 19, 2030

VENDORS:

3M COMPANY

SAFETY PRODUCTS, INC.

MFMP CONTRACT NUMBER:

CR1098

CR1099

BID #: DOT-ITB-25-9012-SD BID SHEET

Note: Unless otherwise noted, all products must be listed on the Department's APL. Inks for use with this commodity are to be included in the per square foot price. *(Inks are an APL item)*

Items 1 – 11 will be awarded to one vendor. The awarded vendor will be responsible for the Digital Printer based on the specifications included in this bid.

Prices bid shall include delivery for orders totaling \$100.00 or more with FOB: Lake City, Florida.

Award will be made using the square foot price. Orders will be placed using the roll price. Roll price will be verified using the square foot price.

Make and model of the printer will be included as part of the bid award. Printer must meet or exceed specifications or vendor will be found non-responsive.

BID AS SPECIFIED

DESCRIPTION AND COMMODITY NUMBER (CN#)

NET DELIVERED PRICE

ITEM #1. Sheeting, non-perforated, reflective, Type IV in sizes 24", 30", 36" & 48" x 50 yards, with a pre-coated pressure sensitive adhesive backing (Class 1). Primer Not Required. Sheeting shall be available in the following color: white. **DMS Commodity Number # 55121700**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\Series: 3930 White
Vendor: 3M Company

\$ 0.98 per sq. ft.

For ordering:

\$ 294.00 24" per roll

\$ 441.00 36" per roll

\$ 367.50 30" per roll

\$ 588.00 48" per roll

ITEM #2. Sheeting, non-perforated, reflective, Type IV in sizes 24", 30", 36" & 48" x 50 yards, with a pre-coated pressure sensitive adhesive backing (Class 1). Primer Not Required. Sheeting shall be available in the following colors: blue, green, yellow, red, and brown. **DMS Commodity Number # 55121700**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\Series: 3930 Series
Vendor: 3M Company

\$ 0.98 per sq. ft.

For ordering:

\$ 294.00 24" per roll

\$ 441.00 36" per roll

\$ 367.50 24" per roll

\$ 588.00 36" per roll

ITEM #3. Sheeting non-perforated, non-reflective vinyl with paper backing, in sizes 24", 30", 36", & 48" x 50 yards, with a pre-coated pressure sensitive adhesive backing (Class 1). Primer Not Required. Sheeting shall be available in the following colors: red, yellow, white, black, orange, blue, brown and transparent. **(Not to be used for roadway signage) DMS Commodity Number # 55121700 – Not an APL item**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\ Series: 7125 Series
Vendor: 3M Company

\$ 1.06 per sq. ft.

For Ordering:

\$ No Bid 24" per roll

\$ No Bid 36" per roll

\$ No Bid 30" per roll

\$ No Bid 48" per roll

ITEM #4. Transparent (EC) Overlay Film non-perforated with electro-cut plastic backing, in sizes 24", 30", 36", & 48" x 50 yards, with a pre-coated pressure sensitive adhesive backing (Class 1). Primer Not Required. Transparent (EC) Overlay Film shall be available in the following colors: red, orange, yellow, green, black, blue, purple, brown and clear. **DMS Commodity Number # 55121700**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\ Series: 1170 Series
Vendor: 3M Company

\$ 0.72 per sq. ft. for 1170 clear

\$ 0.85 per sq. ft. for 1170 color

series

For ordering:

Color:

\$ 255.00 24" per roll

\$ 382.50 36" per roll

\$ 318.75 30" per roll

\$ 510.00 48" per roll

Clear:

\$ 216.00 24" per roll

\$ 324.00 36" per roll

\$ 270.00 30" per roll

\$ 432.00 48" per roll

ITEM #5. Anti-Graffiti Resistant Overlay Film: Transparent (EC Overlay Film) non-perforated with electro-cut plastic backing, in sizes 24", 30", 36" and 48" by 50 yards, with a pre-coated pressure sensitive adhesive backing (Class 1). Primer Not Required. Transparent (EC) Overlay Film shall be available in the following colors: clear. **DMS Commodity Number # 55121700**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\Series: 1160i Clear
Vendor: 3M Company

\$ 1.30 per sq. ft.

**For ordering:
Color:**

\$ No Bid 24" per roll

\$ No Bid 36" per roll

\$ No Bid 30" per roll

\$ No Bid 48" per roll

Clear:

\$ 390.00 24" per roll

\$ 585.00 36" per roll

\$ 487.50 30" per roll

\$ 780.00 48" per roll

ITEM #6. Sheeting, non-perforated, reflective, Type I, for vehicle marking, in sizes 24", 30", 36" and 48" by 50 yards with pressure sensitive adhesive backing (Class 1), primer not required. Sheeting shall be available in the following colors: yellow, white and red. **DMS Commodity Number # 55121700 – Not an APL item (Awarded via Memorandum No. 1)**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\Series: 7310 White, 7311 Yellow
Vendor: 3M Company

\$ 0.90 per sq. ft.

For ordering:

\$ 270.00 24" per roll

\$ 405.00 36" per roll

\$ 337.50 30" per roll

\$ 540.00 48" per roll

ITEM #7. Sheeting, non-perforated, reflective, Type XI in sizes 24", 30", 36", and 48" by 50 yards with pressure sensitive adhesive backing (Class 1). Sheeting shall be available in the following color: white. **DMS Commodity Number # 55121700**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\Series: 4090 White
Vendor: 3M Company

\$ 1.65 per sq. ft.

For ordering:

\$ 495.00 24" per roll

\$ 742.50 36" per roll

\$ 618.75 30" per roll

\$ 990.00 48" per roll

ITEM #8. Sheeting, non-perforated, reflective, spec 102 work zone sheeting with a pre-coated pressure sensitive adhesive backing (Class 1) in sizes 24", 30", 36", and 48" by 50 yards. Sheeting shall be available in the following color: fluorescent orange. **DMS Commodity Number # 55121700**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\Series: 3924s Fl-Orange
Vendor: 3M Company

\$ 1.50 per sq. ft.

For ordering:

\$ 450.00 24" per roll

\$ 675.00 36" per roll

\$ 562.50 30" per roll

\$ 900.00 48" per roll

ITEM #9. Sheeting, non-perforated, reflective, Type XI with a pre-coated pressure sensitive adhesive backing (Class 1) in sizes 24", 30", 36", & 48" by 50 yards. Sheeting shall be available in the following colors: brown, yellow, red, green, blue, and fluorescent yellow-green. **DMS Commodity Number # 55121700**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\Series: 4000 Series
Vendor: 3M Company

\$ 1.65 per sq. ft.

For ordering:

\$ 495.00 24" per roll

\$ 742.50 36" per roll

\$ 618.75 30" per roll

\$ 990.00 48" per roll

ITEM #10. Sheeting, non-perforated, reflective, Type XI with a pre-coated pressure sensitive adhesive backing (Class 1) in sizes 24", 30", 36", & 48" by 50 yards. Sheeting shall be available in the following colors: fluorescent yellow. **DMS Commodity Number # 55121700 Not an APL Item**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\Series: 4081 FI-Yellow
Vendor: 3M Company

\$ 1.65 per sq. ft.

For ordering:

\$ 495.00 24" per roll

\$ 742.50 36" per roll

\$ 618.75 30" per roll

\$ 990.00 48" per roll

ITEM #11. Sheeting: 40C matted low tack for Property Damage Decals, Shall be available in the following colors: white **Not an APL item, DMS Commodity #55121700**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\Series: 40C White
Vendor: 3M Company

\$ 0.68 per sq. ft.

For ordering:

\$ 255.00 , per roll; state width of sheeting 30" x 50yd

\$ 459.00 , per roll; state width of sheeting 54" x 50yd

\$ 510.00 , per roll; state width of sheeting 60" x 50yd

\$ 1,020.00 , per roll; state width of sheeting 60" x 100yd

Items 12 is a stand-alone item and is not part of the award for items 1 - 11.

ITEM #12. Sheeting, low tack, non-reflective in size 54" x 50 yards, primer not required. Sheeting shall be available in the following colors: 8518 – gloss & 8520 – matte **DMS Commodity Number # 55121700 Not an APL item**

For Award Only

Sheeting Manufacturer: 3M Company
Product No.\Series: 8518 Gloss, 8520 Matte
Vendor: 3M Company

\$ 0.87 per sq. ft.

\$ 587.25 54" per roll

Items 13 – 26 are stand-alone items and are not part of the award for items 1 - 11.

ITEMS #13 – 14 will be awarded to one vendor

ITEM #13. Flexible roll up sign Type VI vinyl reflective with message, size 48" X 48". Shall be available in the following colors: fluorescent orange (APL Item), fluorescent pink (APL item), fluorescent yellow. **DMS Commodity # 55121700**

Sheeting Manufacturer: Avery Dennison Corp.

Product No.\Series: WU-7000 / WU-7019

Vendor: Safety Products, Inc.

\$ 76.95 per each

APL #: 700-006-005 / 700-006-006

ITEM #14. Flexible roll up sign, mesh, non-reflective with message, size 48" X 48". Shall be available in the following color: fluorescent orange. **DMS Commodity # 55121700 - Not an APL item**

Sheeting Manufacturer: _____

Product No.\Series: T80AQS013

Vendor: Safety Products, Inc.

\$ 21.80 per each

ITEMS #15 – 17 will be awarded to one vendor

ITEM #15. Temporary sign stand, APL item. Heavy Duty Sign supports (cross braces) included. For flexible vinyl roll up signs, size 48" X 48". **DMS Commodity # 55121700**

Sheeting Manufacturer: Dicke Tool Co.

Product No.\Series: T155 & TCR48HD

Vendor: Safety Products, Inc.

\$ 70.65 per each

APL #: 102-070-014

ITEM #16. Temporary sign stand, APL item. **Sign supports (cross braces) included.** For flexible mesh roll up signs, size 48" X 48". **DMS Commodity #55121700**

Sheeting Manufacturer: Dicke Tool Co.

Product No. \ Series: T155 & TCR48

Vendor: Safety Products, Inc.

\$ 68.90 per each

APL #: 102-070-014

ITEM #17. Temporary sign stand, **without sign supports (cross braces).** For flexible vinyl and mesh roll up signs, size 48" X 48". **DMS Commodity #55121700**

Sheeting Manufacturer: Dicke Tool Co.

Product No. \ Series: T155

Vendor: Safety Products, Inc.

\$ 62.20 per each

APL #: 102-070-014

ITEMS #18 - 26 will be awarded to one vendor.

ITEM #18. Dickie - SUF2000W Uniflex steel stand, for roll-up signs, temporary sign stand, **without sign supports (cross braces). APL item.** For flexible vinyl and mesh roll up signs, size 48" X 48". **DMS Commodity # 55121700**

Sheeting Manufacturer: Dicke Tool Co.

Product No.\Series: SUF2000W

Vendor: Safety Products, Inc.

\$ 98.75 per each

APL #: 102-070-030

ITEM #19. Heavy Duty Sign supports (cross braces) only to be used with Temporary sign stand. APL items. For flexible vinyl roll up signs, size 48" X 48". **DMS Commodity # 55121700**

Sheeting Manufacturer: Safety Products, Inc.

Product No.\Series: TCR48HD

Vendor: Safety Products, Inc.

\$ 9.70 per each

APL #: _____

ITEM #20. Sign supports (cross braces) only to be used with Temporary sign stand. APL items. For flexible mesh roll up signs, size 48" X 48". **DMS Commodity # 55121700**

Sheeting Manufacturer: Safety Products, Inc.

Product No.\Series: TCR48

Vendor: Safety Products, Inc.

\$ 6.25 per each

APL #: _____

ITEM #21. Dickie-Dynalight (SDL1000W) sign stand for roll-up signs **with heavy duty sign supports (cross braces) included.** For flexible vinyl roll up signs, size 48" X 48". **DMS Commodity # 55121700**

Sheeting Manufacturer: Dicke Tool Co.

Product No.\Series: SDL1000W & TCR48HD

Vendor: Safety Products, Inc.

\$ 88.50 per each

APL #: 102-070-020

ITEM #22. Dickie-Dynalight (SDL1000W) sign stand for roll-up signs **with sign supports (cross braces) included.** For flexible mesh roll up signs, size 48" X 48". **DMS Commodity # 55121700**

Sheeting Manufacturer: Dicke Tool Co.

Product No.\Series: SDL1000W & TCR48

Vendor: Safety Products, Inc.

\$ 85.05 per each

APL #: 102-070-020

ITEM #23. Dickie-Dynalight (DSL 1000W) sign stand for roll-up signs **without sign supports (cross braces)**. APL items. For flexible vinyl and mesh roll up signs, sizes 48" X 48". **DMS Commodity # 55121700**

Sheeting Manufacturer: Dicke Tool Co.
Product No, \ Series: SDL 1000W \$ 78.80 per each
Vendor: Safety Products, Inc.
APL #: 102-070-020

These two are the exact same item

ITEM #24. Dickie-Dynalight (DSL 1000W) sign stand for roll-up **signs without sign supports (cross braces)**. APL items. For flexible vinyl and mesh roll up signs, sizes 48" X 48". **DMS Commodity # 55121700**

Sheeting Manufacturer: Dicke Tool Co.
Product No, \ Series: SDL 1000W \$ 78.80 per each
Vendor: Safety Products, Inc.
APL #: 102-070-020

ITEM #25. Heavy Duty Sign supports (cross braces) only for Dickie-Dynalight (SDL1000W) sign stand. APL item. For flexible vinyl roll up signs, size 48" X 48". **DMS Commodity # 55121700**

Sheeting Manufacturer: Safety Products, Inc
Product No.\Series: TCR48HD
Vendor: Safety Products, Inc. \$ 9.70 per each
APL #: _____

ITEM #26. Sign supports (cross braces) only for Dickie-Dynalight (SDL1000W) sign stand. APL item. For flexible mesh roll up signs, size 48" X 48". **DMS Commodity # 55121700**

Sheeting Manufacturer: Safety Products, Inc.
Product No.\Series: TCR48
Vendor: Safety Products, Inc. \$ 6.25 per each
APL #: _____

SPECIFICATIONS (REVISED)

Bid Number: DOT-ITB-25-9012-SD

1.0 SCOPE AND CLASSIFICATION

- 1.1 Scope: This specification covers retro-reflective sheeting, non-reflective vinyl films, transparent (EC) overlay film, accessories and other related materials used in traffic sign manufacturing. The edges shall be free of cracks and extraneous materials and shall be furnished in rolls.

2.0 APPLICABLE PUBLICATION (S)

- 2.1 The following publications (issue in effect on date of Invitation to Bid) shall form a part of this specification:

Florida Department of Transportation Standard Specifications for Road and Bridge Construction (or current revisions). (Copies may be acquired at the Department website, www.dot.state.fl.us/specificationsoffice).

Florida Department of Transportation Approved Products List (Latest Edition). (Copies may be acquired at the Department website, APL Link: <https://path.fdot.gov/Specifications>).

Federal Highway Administration Manual on Uniform Traffic Control Devices. (MUTCD). (Copies may be acquired at the FHWA website, www.mutcd.fhwa.dot.gov).

3.0 REQUIREMENTS

- 3.1 General: The Type IV & XI reflective sheeting, inks and transparent (EC) overlay film supplied in accordance with this specification, unless otherwise specified, shall conform to the requirements and tests called for in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition) Section 994.

3.1.1 Approved Products: An Approved Products list (APL) is published by the Florida Department of Transportation.

APL Link: <https://path.fdot.gov/Specifications>

To qualify as an acceptable product for this bid, the reflective sheeting, inks and transparent (EC) overlay film shall be either listed in the published Florida Department of Transportation Approved Products List (APL) or have been conditionally approved for addition to the list by the Florida Department of Transportation by the day before the opening of this bid.

- 3.2 Warranty: The reflective sheeting manufacturer warrants to the ordering agency that the reflective sheeting and any components applied to the reflective sheeting used

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to manufacture traffic control and guidance signs will meet the minimum in service requirements called for in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition) Section 994.

If the reflective sign sheeting and components are processed and applied to the sign blank materials in accordance with the manufacturer's recommendations and the sign has deteriorated due to natural causes during the warranty period stated above to the extent that: 1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by a driver with normal vision, or 2) the coefficient of retro-reflection is less than the minimum specified, the manufacturer shall provide all labor and materials to replace the sign. Such failure must be solely the result of defects in the reflective sheeting or components and not of outside causes such as improper fabrication, handling, maintenance or installation, failure of the sign substrate, vandalism or malicious mischief. The manufacturer reserves the right to determine the method of replacement. All failed signs shall be replaced within 60 days after written notice from the ordering agency.

The users of this contract agree to require all signs to be dated at the time of sheeting application, constituting the start of the warranty period. The users agree to notify the manufacturer whenever a "failure" occurs and permit the manufacturer to verify the cause of failure.

The manufacturer liability under this warranty is limited to sign replacement or allowance as stated herein, and the manufacturer will assume no liability for any indirect or consequential expenses or losses. No replacement or allowance will be made for any sign surface, which has been in use for longer than the warranty period or which has been chemically damaged or damaged by willful or negligent mishandling.

3.2.1 Compliance: Failure to comply with the requirements of 3.2, Warranty, shall be cause for cancellation of this contract.

3.3 Non-Reflective Vinyl Film and Type I Sheeting: These materials are not required to be on the Department's APL.

3.4 Material Backing: All material used for cut-out letters shall have a backing compatible for use with a Zund M1600 vacuum hold-down cutting plotter.

3.5 Technical Assistance: The sheeting manufacturer supplying the retro-reflective sheeting shall provide the services of a qualified technician for instruction and training at the primary sign manufacturing facility designated by the ordering agency. This onsite instruction shall be available 2 consecutive days per year on an annual basis at no additional cost to the ordering agency and shall include, but not be limited to, training films, material application, equipment operation, silk screening techniques, packaging, storage and other proven sign shop practices as they apply to the retro-reflective sheeting supplied by the manufacturer, and to ensure that the resulting signs can comply with the applicable specifications.

3.5.1 Compliance: Failure to comply with the requirements and schedules of 3.5, Technical Assistance, shall be cause for cancellation of this contract.

4.0 ITEMS TO BE INCLUDED IN THE BID:

- 4.1 Process Inks: The manufacturer of the sheeting shall furnish at no additional cost to the ordering agency the process inks in standard traffic colors recommended for the sheeting to meet the performance requirements of this specification and shall be further responsible for technical assistance in the use of these inks in accordance with Section 3.5 above.

The Process Inks shall be a single line of traffic colors which: may be applied before or after the sheeting is applied to the substrate; require no component premixing, or separate clearcoat application, and will air dry in 4 hours or less.

The sheeting manufacturer shall, upon request of the ordering agency, provide custom color match formulas from the ink series within 7 days at no additional cost to the ordering agency.

- 4.2 Slipsheeting: Slipsheet paper recommended by the sheeting manufacturer for sheeting surface protection for use in packing, storing or shipping finished signs shall be furnished in rolls by the manufacturer at no additional charge to the ordering agency. Slipsheeting shall be provided in at least equal square footage and in the same widths as the sheeting supplied.

Available sizes: Slipsheeting 12 IN x 150 YDS
 Slipsheeting 24 IN x 150 YDS
 Slipsheeting 30 IN x 150 YDS
 Slipsheeting 36 IN x 150 YDS
 Slipsheeting 48 IN x 150 YDS

- 4.3 Washers: Washers recommended by the sheeting manufacturer to protect the sign surface from damage by bolts or other fasteners shall be furnished by the manufacturer at no additional cost to the ordering agency.

- 4.4 Digital Printers: Printers must meet the requirements in Standard Specification 994-3.5.4 Digital Printing Processing. Digital print systems shall include two (2) independent digital printers, with appropriate software and drivers, flexible white or colored prismatic retroreflective sheeting with colorless overlay in accordance with the recommendation of the sheeting manufacturer. The use of a certified digital sign fabricator will be required. Digital sign fabricators shall be certified by the reflective sheeting manufacturer, or a third-party certifier approved by the reflective sheeting manufacturer. Inks or ribbons shall be of a type and quality formulated to produce colors that meet the chromaticity requirements given in ASTM D4956 for retroreflective sheeting material when printed and finished as recommended by the sheeting manufacturer.

Ink – SPOT COLORS + CYAN AND MAGENTA (All colors must meet APL requirement or have at least conditional approval.)

Print Modes - 10 + modes

Color Configuration – CMS SPOT 6

Print Heads – Minimum of 6

Max Print Speed – 200 square feet per hour **(Revised)**

Max Resolution – 1440

Traffic Sign Print Speed – Up to 980 square feet per hour **(Revised)**

Max Width 64”

Max Print Width 63.6”

Max Roll Weight 66 lbs.

Media Roll Diameter / core to meet sheeting specification.

Design program for digital Printers - 3 copies

Vendor shall provide 2 printers that meet or exceed the specifications.

Power requirements 100-120v / 20A If any other electrical is needed – Vendor shall be responsible for supplying the needed electrical to operate the machine. The Vendor is responsible for any damage to electrical or building due to the fault of the vendor electrician.

The vendor shall set up, train and demonstrate the operation of the Digital Printers. Vendor shall provide adequate training on the design software if other than SignCad and shall provide technical support throughout the contracts.

Vendor shall set up a maintenance agreement on the printers and cover all maintenance costs throughout the length of the contract including all renewals.

Vendor shall respond to any printer issues within 24 hours of notice from the Sign Shop via either a site visit or a telephone call with direct communication with sign shop personnel. Maintenance Agreement personnel will maintain or repair equipment within 48 hours of sign shop’s initial notification. Vendor will replace printer(s) with a printer or printers that meet or exceed all printer requirements if the printer(s) is/are unfixable and/or cannot be fixed within the time frame(s) specified above.

Vendor shall coordinate all training and maintenance through the maintenance provider.

- 4.5 Software: No less than four (4) licenses for the software (as well as any/all software update(s)) for the operation of the digital printing devices shall be provided at no additional charge to the ordering agency.

Vendor must provide a Manufacturer’s Specification Sheet on software with bid.

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5.0 DELIVERY

- 5.1 Packing: The sheeting shall be packaged in accordance with commercially accepted standards to ensure safe delivery to destination. All roll sheeting shall be individually wrapped and marked to include the brand, quantity, size, lot or run number, color, type of adhesive, description of the item, name of the vendor, contract number and the Purchase Order number.
- 5.2 Toxics in Packaging: Packaging shall comply with the requirements of Section 403.7191, Florida Statutes.

6.0 GENERAL NOTES

- 6.1 All the commodities received under this specification shall not deviate from those originally contracted for, without written approval from the ordering agency.
- 6.2 This specification shall, until revised or rescinded by the ordering Agency, apply to each future purchase and contract for the commodities described herein.
- 6.3 Invoices must match unit(s) specified. For example, if 20,000 sq. ft. of sheeting is ordered, then the invoice must show 20,000 in units of sq. ft. to be consistent with the contract and purchase order.

Vendor must provide a Manufacturer's Specification Sheet with bid.

Vendor will supply printer and materials, install, train users (Sign Shop employees), support, and maintain the printer for the term of the contract.

DIGITAL PRINTER (printer must meet or exceed specifications): Digital Printers will be on loan to the Department throughout the life of any contract created from this bid. Include information on the printer to be provided per the terms of the contract.

Make: _____

Model: _____

Year: _____

Contact Information for individual responsible for the printer & maintenance agreement (individual can be different from person signing the bid):

Name & Title: _____

Phone # & Toll-Free number: _____

Maintenance Agreement Contact Information:

Company Maintenance Agreement is with: _____

Name & Title of contact person: _____

Phone # & Toll-Free number: _____

3M Digital Printer and Maintenance Information

Vendor will supply printer and materials, install, train users (Sign Shop employees), support, and maintain the printer for the term of the contract.

DIGITAL PRINTER (printer must meet or exceed specifications): Digital Printers will be on loan to the Department throughout the life of any contract created from this bid. Include information on the printer to be provided per the terms of the contract.

Make: Hewlett Packard

Model: HP Latex 700

Year: 2024

Contact Information for individual responsible for the printer & maintenance agreement (individual can be different from person signing the bid):

Name & Title: HP AE Support Email - hpservicessupport@hp.com

Phone # & Toll-Free number: (800) 553-1380 and/or (800) 229-9066

Maintenance Agreement Contact Information:

Company Maintenance Agreement is with: _____

Name & Title of contact person: SAi North America Support Team

Phone # & Toll-Free number: (850) 321-9925

ORDERING INSTRUCTIONS

MFMP Contract Number: CR1098

Bid Number: DOT-ITB-25-9012-SD

Title: Sheeting, Vinyl-Mesh Signs and Sign Stands

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): 41-0417775124

VENDOR: 3M Company

ADDRESS: 3M Center - CB&TD, Building 223-3S-33

CITY, STATE, ZIP: St. Paul, MN 55144-1000

TELEPHONE: (800) 553-1380

TOLL FREE NO.: (800) 553-1380

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

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Grier Kirkpatrick

ADDRESS: 3M Center - CB&TD, Building 223-3S-33

CITY, STATE, ZIP: St. Paul, MN 55144-1000

TELEPHONE: (850) 321-9925

TOLL FREE NO.: (800) 553-1380

E-MAIL ADDRESS: ggkirkpatrick@mmm.com 3msupport.tsdcsl.us@mmm.com

WEB ADDRESS: www.3M.com Customer portal: www.3m.com/bCom

ORDERING INSTRUCTIONS

MFMP Contract Number: CR1099

Bid Number: DOT-ITB-25-9012-SD

Title: Sheeting, Vinyl-Mesh Signs and Sign Stands

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): S9 2282857

VENDOR: Safety Products, Inc

ADDRESS: 3517 Craftsman Blvd

CITY, STATE, ZIP: Lakeland, FL 33803

TELEPHONE: 863-665-3601

TOLL FREE NO.: 800-336-6860

DELIVERY: DELIVERY WILL BE MADE WITHIN 3 DAYS AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Karen Cornelius Gov. Bid Coor.

ADDRESS: 3517 Craftsman Blvd

CITY, STATE, ZIP: Lakeland, FL 33803

TELEPHONE: 863-665-3601

TOLL FREE NO.: 800-336-6860

E-MAIL ADDRESS: KCornelius@spisafety.com

WEB ADDRESS: https://www.spisafety.com

INTRODUCTION SECTION

1) INVITATION

The purpose of this Invitation to Bid is to obtain competitive bids to establish a five (5) year contract for the purchase of Sheeting, Vinyl-Mesh Signs and Sign Stands by the Department of Transportation, hereafter referred to as the "Department". The contract will become effective on the date the successful bidder(s) is approved for award and will expire five (5) years from that date. After the award, said bidder(s) will be referred to as the "Vendor(s)".

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

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> (click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
DEADLINE FOR TECHNICAL QUESTIONS - (There is no deadline for administrative questions)	09-12-2024	09:00 AM EST
BIDS DUE (ON OR BEFORE) - Florida Department of Transportation Central Procurement Office Sally Dobson, Procurement Agent Phone: (850) 414-4477 CO.Purch@dot.state.fl.us	09-26-2024 10-09-2024	09:00 AM EST
PUBLIC OPENING - Florida Department of Transportation Central Procurement Office Sally Dobson, Procurement Agent 605 Suwannee Street Tallahassee, FL 32399-0450	09-26-2024 10-09-2024	11:00 AM EST
POSTING OF INTENDED DECISION/AWARD	10-01-2024 10-15-2024	

3) BID OPENING AGENDA

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

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

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

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

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

4) SPECIAL ACCOMMODATIONS

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

5) CONTRACT USE

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

6) ESTIMATED PURCHASES

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

7) RENEWAL

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

SPECIAL CONDITIONS

1) MyFloridaMarketPlace (MFMP)

BIDDERS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 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 0.70% 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 with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(25), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period

following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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

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

5) 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

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

All bidders **MUST** complete the attached "In-State Preference Form" and **submit with their bid response**. All vendors whose principal place of business is outside of Florida, as determined by the vendor's registration with the Florida Department of State (SunBiz), **must accompany any written bid, proposal, or reply documents** with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Failure to submit the "In-State Preference Form AND written opinion will result in the vendor being found non-responsive.

For the 5% preference, the Department will apply 5% to the bid price(s) of the lowest out of state vendor whose state does not grant a preference if that vendor has submitted the lowest responsible and responsive bid. The "In-State Preference" does not apply to transportation projects that use federal funds.

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 NOT BE CONSIDERED FOR THIS BID. BID AS SPECIFIED.

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 these criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

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 the 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 made by 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: Electronic Submission of Bids.

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 "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-25-9012-SD – Vendor's Name
- b) Email shall contain one file attachment marked as the following: DOT-ITB-25-9012-SD Vendor's Name - Bid Submittal
- c) Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- d) The body of the email shall not contain any information
- e) Bids shall be submitted to: CO.Purch@dot.state.fl.us
- f) Documents shall not be submitted in a ZIP (.zip) file

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

28) POSTING OF INTENDED DECISION/AWARD

28.1 - General:

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

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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

28.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida Vendor 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) AWARD OF THE CONTRACT

~~The Department will issue a Purchase Order.~~

30) RECYCLED MATERIAL

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

This information should be sent separately and not as a part of your bid response.

31) ATTACHED 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)

In-State Preference

E-Verify

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

Ordering Instructions

32) TERMS AND CONDITIONS

32.1 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.

32.2 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

32.3 MFMP Purchase Order Terms and Conditions

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

https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/po_terms_conditions

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

33) 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 Specification

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

34) 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.

35) DELIVERY LOCATION(S)

The primary point of delivery for this contract will be The Sign Shop, 590 NW Lake Jeffrey Road, Lake City, Florida 32355, but bid prices will include delivery to Florida Department of Transportation Warehouses around the State of Florida.

36) 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

37) 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.

38) ORDER QUANTITIES

No minimum order quantities will be accepted. The Department will order as needed in the quantities needed.

39) 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.

40) INVOICING

Invoices must match units specified on the Purchase Order

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE ORDER TERMS & CONDITIONS

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Purchase Order No.: DOT-ITB-25-9012-SD
Appropriation Bill Number(s) / Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.:

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

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 specified in the competitive procurement documents, the completed purchase order form, and attached Exhibits which are integral parts of this purchase order contract (hereinafter called the Purchase Order). If additional terms and conditions of the Vendor are attached, only those provisions not in conflict with the State of Florida Purchase Order Conditions and Instructions and Purchase Order Terms and Conditions herein may be made a part of this Purchase Order. The Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over and supersede any inconsistent or conflicting provision in the State of Florida Purchase Order Conditions and Instructions, and any attached terms and conditions of the Vendor.
- B. Before making any additions or deletions to the work described in this Purchase Order, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and the Department shall issue a Change Order covering such work and compensation. Reference herein to this Purchase Order shall be considered to include any Change Orders.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Purchase Order, 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 Purchase Order. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Purchase Order. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with applicable Florida law that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Purchase Order. In the event that changes in the statute or rules create a conflict with the requirements of the published guidelines, requirements of the statute and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Purchase Order may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Purchase Order. 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 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

Director, Office of Maintenance.

2. TERM

- A. Initial Term. Unless otherwise specified, this Purchase Order begins on the date of issuance.

Services to be rendered by the Vendor shall be completed by the date specified on the Purchase Order.

- B, 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 Purchase Order. Extension of this Purchase Order 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 Purchase Order and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Purchase Order unless the failure to meet the criteria set forth in this Purchase Order for completion of this Purchase Order is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five 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. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Purchase Order specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. 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.
- C. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be

subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Purchase Order. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

- D. Records of costs incurred under terms of this Purchase Order shall be maintained and made available upon request to the Department at all times during the period of this Purchase Order and for three years after final payment for the work pursuant to this Purchase Order is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- E. 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.
- F. The bills for any travel expenses, when authorized by terms of this Agreement and the Department, will be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized by terms of this Agreement and the Department, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, and 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 Purchase Order.

It is specifically agreed between the parties executing this Purchase Order that it is not intended by any of the provisions of any part of the Purchase Order to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Purchase Order to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Purchase Order.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Purchase Order. 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 term of this Purchase Order 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 Purchase Order.
- The Vendor shall have and maintain during the term of this Purchase Order, 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 liability coverage for the professional services to be rendered in accordance with this Purchase Order 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 Purchase Order 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 Purchase Order 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 general liability insurance policy required pursuant to this Purchase Order, 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 agrees that it shall make no statements, press releases, or publicity releases concerning this Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Department's Contract Manager and securing prior written consent.

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

- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state

professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to chapter 455, Florida Statutes, and applicable state law.

C. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable Florida law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Purchase Order. 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 Purchase Order 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 Purchase Order.

D. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.fdot.gov/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.

E. 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.

F. 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 Purchase Order may be canceled 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 Purchase Order in the event an assignment is made for the benefit of creditors.

B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Purchase Order, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order 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 the Purchase Order 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 Purchase Order is to be terminated.

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

E. 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.

7. ASSIGNMENT AND SUBCONTRACTS

A. The Vendor shall maintain an adequate and competent staff so as to enable Vendor to timely perform under this Purchase Order and must be authorized to do business within the State of Florida 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 Purchase Order. 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 Purchase Order to other than subcontractors specified in the proposal, bid and/or Purchase Order without the prior written consent of the Department.

B. Select the appropriate box:

The following provision is not applicable to this Purchase Order.

The following provision is hereby incorporated in and made a part of this Purchase Order:

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

The following provision is hereby incorporated in and made a part of this Purchase Order:

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 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 Purchase Order, the person, firm, or other business entity (Vendor) carrying out the provisions of this Purchase Order shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned.

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

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

This Purchase Order involves the expenditure of Federal funds and hence, 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 Purchase Order.

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 Purchase Order.

- 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. It is understood and agreed by the parties hereto that if any part, term or provision of this Purchase Order 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 Purchase Order did not contain the particular part, term or provision held to be invalid.
- D. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Purchase Order, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by 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.
- F. Time is of the essence as to each and every obligation under this Purchase Order.
- G. If this Purchase Order involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Purchase Order and shall take precedence over any inconsistent provisions in this Purchase Order.
- H. If this Purchase Order is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Purchase Order.
- I. This Purchase Order embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Purchase Order shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- J. 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.
- K. 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.

The provisions in the PURCHASE ORDER TERMS & CONDITONS constitute an integral part of the Purchase Order contract. The Vendor acknowledges acceptance of the terms and conditions of this Purchase Order by providing the services described in this Purchase Order.