



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 31, 2023

MEMORANDUM NO. DOT-ITB-24-9024-SJ-1

**TO: VENDOR ADDRESS
 DEPARTMENT ADDRESS**

FROM: SHERILL JOHNSON, PROCUREMENT AGENT

**SUBJECT: DOT CONTRACT: DOT-ITB-24-9024-SJ
 Street Sweeper, High Dump**

This contract is being amended to add the Additional Options that were bid by SSES, Inc. dba Southern Sewer Equipment Sales and awarded per DOT-ITB-24-9024-SJ. These items were inadvertently left off the contract during contract development.

The contract price sheet(s) have been updated to reflect these changes.

Any questions on delivery or service that may arise regarding this contract should be directed to Renee Matthews at renee.matthews@dot.state.fl.us or (850) 410-5726

**State of Florida
Department of Transportation**



INVITATION TO BID
STREET SWEEPER, HIGH DUMP

DOT-ITB-24-9024-SJ

EFFECTIVE DATES:

October 12, 2023 – October 11, 2025

VENDOR

Southern Sewer Equipment Sales – Contract No. CR801

BID SHEET (Page 1 of 4)

BID #: DOT-ITB-24-9024-SJ

FOB: STATEWIDE

BID TITLE: STREET SWEEPER, HIGH DUMP

BID AS SPECIFIED OR APPROVED EQUIVALENT

VENDOR NAME: SSES, Inc. d/b/a Southern Sewer Equipment Sales FEID#: 65-0267110

ITEM 1

PRICE PER UNIT DELIVERED TO ANY FDOT LOCATION IN FLORIDA.

STREET SWEEPER HIGH DUMP, PER SPECIFICATIONS FC1405

Base price installed on carrier supplied by FDOT (must be finished turn-key unit): \$ 354,159.00

Manufacturer and Model: Global M4HSD

Delivery 210 days after receipt of carrier.

BID SHEET (Page 2 of 4)

BID #: DOT-ITB-24-9024-SJ

FOB: STATEWIDE

BID TITLE: STREET SWEEPER, HIGH DUMP

BID AS SPECIFIED OR APPROVED EQUIVALENT

**OPTION: MAY OR MAY NOT BE PURCHASED AT DISCRETION OF THE FDOT.
(OPTION PRICE WILL NOT BE CONSIDERED AS BASIS OF AWARD.)**

VENDOR NAME: SSES, Inc. d/b/a Southern Sewer Equipment Sales FEID#: 65-0267110

BIDDERS MUST SUPPLY A LIST OF ALL OPTIONS SHOWN ABOVE THAT ARE AVAILABLE FROM THEM, AS WELL AS ALL OTHER AVAILABLE OPTIONS, PRICED INDIVIDUALLY, A DESCRIPTION OF EACH ITEM OFFERED MUST BE PROVIDED.

Option 9.0 Use additional pages as needed.

Option 9.1 May or may not be purchased at discretion of the FDOT. It is recognized that not all bidders offer all options listed; there is no penalty for not bidding an option. It is also recognized that some bidders may offer optional features which are standard equipment with others. List all prices and deliveries cost that apply on the price sheet.

ITEM DESCRIPTION: Elevator and Hopper Flusher

Manufacturer and model number: Global M4HSD

Unit Price \$ 2,280.00

ITEM DESCRIPTION: Gutter Broom Tilt, Each Side

Manufacturer and model number: Global M4HSD

Unit Price \$ 2,632.00

ITEM DESCRIPTION: Bolt On Gutter Broom Plate

Manufacturer and model number: Global M4HSD

Unit Price \$ 427.00

ITEM DESCRIPTION: Upgrade to 360 Degree Camera System

Manufacturer and model number: Global M4HSD

Unit Price \$ 4,907.00

ITEM DESCRIPTION: High Back Air Seat

Manufacturer and model number: Global M4HSD

Unit Price \$ 1,173.00

BID SHEET (Page 3 of 4)

BID #: DOT-ITB-24-9024-SJ

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BID TITLE: STREET SWEEPER, HIGH DUMP

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Option 9.0 continued **Use additional pages as needed.**

Option 9.1 continued May or may not be purchased at discretion of the FDOT. It is recognized that not all bidders offer all options listed; there is no penalty for not bidding an option. It is also recognized that some bidders may offer optional features which are standard equipment with others. List all prices and deliveries cost that apply on the price sheet.

ITEM DESCRIPTION: AM/FM Radio with CD & Auxiliary, USB Ports

Manufacturer and model number: Global M4HSD

Unit Price \$ 667.00

ITEM DESCRIPTION: Heated & Remote Controlled Mirrors with Heavy Duty Brackets

Manufacturer and model number: Global M4HSD

Unit Price \$ 1,893.00

ITEM DESCRIPTION: LED Arrow Stick

Manufacturer and model number: Global M4HSD

Unit Price \$ 1,893.00

ITEM DESCRIPTION: Battery Master Shutoff

Manufacturer and model number: Global M4HSD

Unit Price \$ 333.00

ITEM DESCRIPTION: Upgrade to LED Headlights

Manufacturer and model number: Global M4HSD

Unit Price \$ 680.00

BID SHEET (Page 4 of 4)BID #: DOT-ITB-24-9024-SJFOB: STATEWIDEBID TITLE: STREET SWEEPER, HIGH DUMP**DELIVERY:** Delivery will be made within _____ days after receipt of Purchase Order.

Is this product available with recycled content? __Yes __No

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

RENEWAL: see Introduction Section #7.

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

MFMP Transaction Fee:All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.**NOTE:** In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.**ACKNOWLEDGEMENT:** I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Bidder: _____ FEID# _____

Address: _____ City, State, Zip: _____

Phone: _____ E-mail: _____

Authorized Signature: _____ Date: _____

Printed/Typed: _____ Title: _____

BID # DOT-ITB-24-9024-SJ

BID TITLE: STREET SWEEPER, HIGH DUMP

ADDITIONAL OPTIONS

VENDOR NAME: SSES, Inc. d/b/a Southern Sewer Equipment Sales FEID#: 65-0267110

ITEM DESCRIPTION: Front Mounted Brush Option

Manufacturer and model number: Global M4HSD

Unit Price \$31,200.00

ITEM DESCRIPTION: Remote Grease Block – 9 Positions

Manufacturer and model number: Global M4HSD

Unit Price \$1,880.00

ITEM DESCRIPTION: Autolube - Full System

Manufacturer and model number: Global M4HSD

Unit Price \$8,400.00

ITEM DESCRIPTION: Low Hydraulic Oil Shutdown

Manufacturer and model number: Global M4HSD

Unit Price \$613.00

ITEM DESCRIPTION: Quick Disconnects on Hydraulic System to Check Flow of Pumps

Manufacturer and model number: Global M4HSD

Unit Price \$2,060.00

ITEM DESCRIPTION: Handle Bar Mounted to Bumper, Front Right Hand Side

Manufacturer and model number: Global M4HSD

Unit Price \$427.00

BID # DOT-ITB-24-9024-SJ

BID TITLE: STREET SWEEPER, HIGH DUMP

ADDITIONAL OPTIONS

VENDOR NAME: SSES, Inc. d/b/a Southern Sewer Equipment Sales FEID#: 65-0267110

ITEM DESCRIPTION: Auxiliary Hopper Raise Option with Pump

Manufacturer and model number: Global M4HSD

Unit Price \$2,400.00

ITEM DESCRIPTION: Dual Gutter Broom Extensions

Manufacturer and model number: Global M4HSD

Unit Price \$5,320.00

ITEM DESCRIPTION: Additional Flood Lights (Set of 2 Lights)

Manufacturer and model number: Global M4HSD

Unit Price \$827.00

ITEM DESCRIPTION: Daytime Running Lights

Manufacturer and model number: Global M4HSD

Unit Price \$293.00

ITEM DESCRIPTION: Auxiliary Power Source

Manufacturer and model number: Global M4HSD

Unit Price \$196.00

ITEM DESCRIPTION: Hopper Access Door (Left Side)

Manufacturer and model number: Global M4HSD

Unit Price \$1,320.00

BID # DOT-ITB-24-9024-SJ

BID TITLE: STREET SWEEPER, HIGH DUMP

ADDITIONAL OPTIONS

VENDOR NAME: SSES, Inc. d/b/a Southern Sewer Equipment Sales FEID#: 65-0267110

ITEM DESCRIPTION: Fire Extinguisher, 5 lb.

Manufacturer and model number: Global M4HSD

Unit Price \$320.00

ITEM DESCRIPTION: Triangle & Flare Kit

Manufacturer and model number: Global M4HSD

Unit Price \$200.00

ITEM DESCRIPTION: Slow Moving Vehicle Sign

Manufacturer and model number: Global M4HSD

Unit Price \$240.00

ITEM DESCRIPTION: Upgrade to 25' Water Fill Hose in lieu of 15'

Manufacturer and model number: Global M4HSD

Unit Price \$273.00

ITEM DESCRIPTION: Washdown Hose 25'

Manufacturer and model number: Global M4HSD

Unit Price \$587.00



Global Environmental Products Inc. offers equipment with uncompromising performance, consistent quality, durability and reliability. Our comprehensive range of machines provide the right cleaning equipment for your application. Please contact us for a demonstration at (909) 713-1600.

- ▶ Reliable / Durable Equipment
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- ▶ Outstanding Sales Professionals
- ▶ Fast Parts and Service
- ▶ National Dealer Network

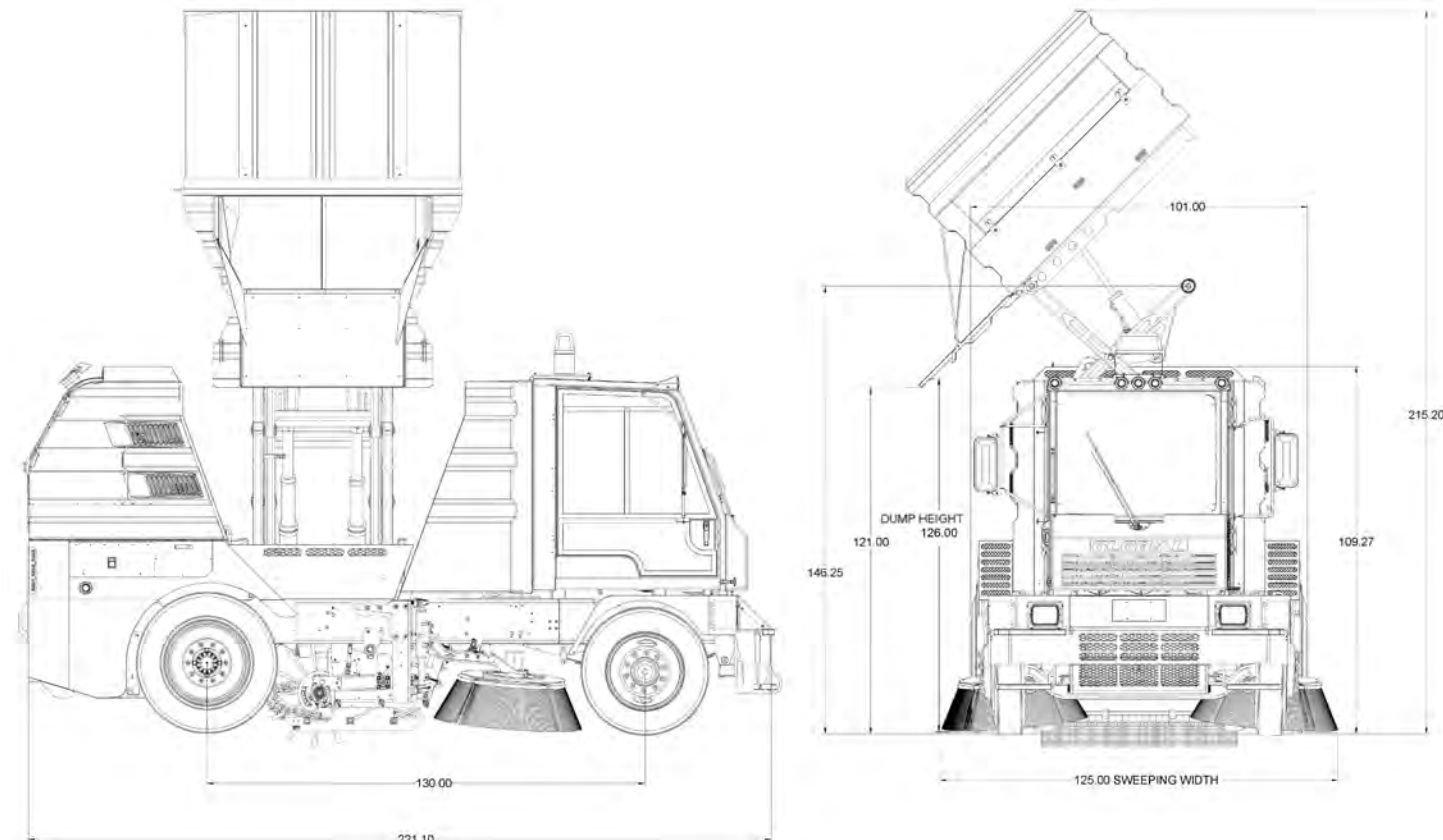
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ISO
9001:2015
CERTIFIED

Global Environmental Products
5405 Industrial Parkway
San Bernardino, CA 92407 USA
909-713-1600
info@globalsweeper.com



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Amendment 1

Additional Options



GLOBAL M4^{HSD}®

Powerful Cab-Forward Purpose-Built Street Sweeper

- ▶ 18.5' Turning Radius
- ▶ Cab-Over Design with Unmatched Visibility
- ▶ Large 47" Gutterbrooms Designed to Clean the Curb
- ▶ High Performance Sweeping Package
- ▶ Unmatched Access to Engine and Sweeping Components
- ▶ Large 5.2 Cubic Yard Hopper
- ▶ Lots of Power with Excellent Fuel Efficiency

Available Alternative Fuel Options

- ▶ Compressed Natural Gas
- ▶ Hydrogen Fuel-Cell
- ▶ 100% Plug-In Electric

THE ULTIMATE POWER, SPEED AND VERSITILTY

The **Global M4HSD** (High Side Dump) is changing the way we sweep today! It is tough, rugged and built-to-last.

Incorporating our Heavy Sweep Package and **18.5' Turning Radius**, it is the best choice for municipalities and governmental agencies.

The **Global M4HSD** is designed to sweep in the toughest conditions such as road millings, heavy sand and chip seal. With 4.5 Cu./Yd. Useable Capacity and Patent Pending Load-Level device the **Global M4HSD** will load **3 Tons of Sand every minute**.

The **Global M4HSD** smooth hydrostatic drive with infinite speed-control while sweeping; offers speeds up to 14-mph in sweeping mode and travel speeds up to 65-mph.

Global M4HSD Standard Equipment

- Air Conditioned and Pressurized Cab
- In-Cab Gutterbroom Pressure Adjustment
- Rear View Camera and LCD Monitor
- Leaf Gate System
- Heavy Sweep Package

Global M4HSD Options

- 100% Stainless Steel Hopper
- In-Cab Gutterbroom Tilt
- AM/FM/CD Stereo with AUX/USB Port and BlueTooth
- Air-Ride Seat
- Elevator Wash-Out
- Automatic Greasing System
- PM-10 Water System (Meets South Coast AQMD Rule 1186)
- Power and Heated Mirrors

THE BEST PURPOSE-BUILT SWEEPER IN THE INDUSTRY



The inherent design of the **Global M4HSD** makes it the logical choice among heavy-duty mechanical sweepers. With the center mounted/cab forward layout the operator has unsurpassed visibility of the road surface as well as pedestrians and surrounding traffic. The large hopper capacity equals more lane miles swept between dump cycles and the **18.5' turning radius** makes the **Global M4HSD** highly efficient and comfortable.

LONG LASTING Polyurethane Dirt Shoes are designed so that operator can sweep over potholes and rail road tracks and will not damage while sweeping. **Long Life of 1000 hours** is guaranteed. **47" Gutterbrooms** assist in cleaning curbs and heavy Road Millings.



DUST SUPPRESSION SYSTEM • **Global M4HSD** includes **280 Gallon Water Tank Capacity** combined with Two(2) Diaphragm Water pumps and Two(2) Modes (LOW/HIGH) provide versatility and superb dust control.



HEAVY SWEEP PACKAGE Elevator Type: Standard 11 Flight squeegee with replaceable corded rubber tips; Continuous molded rubber belts combine with standard Heavy Sweep Package make **Global M4HSD** the logical choice for sweeping heavy debris such as road millings, sand and gravel **up to 3-tons per-minute. That is one ton every 20 seconds!** Standard leaf gate system assists in picking up large debris, bottles, large branches and leaves.

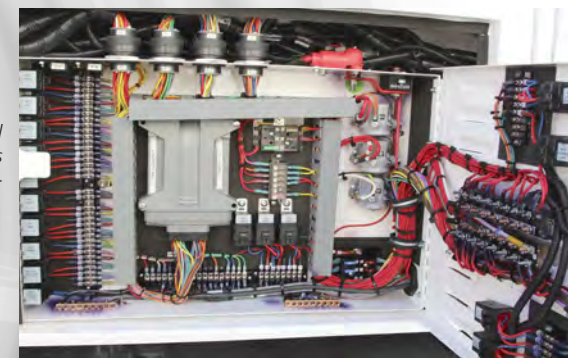


LARGEST USEABLE CAPACITY IN IT'S CLASS **Global M4HSD** includes a **5.2 cu/yd hopper capacity** compared to 4.5 cu/yd on competitive machines resulting in more curb miles swept between dump cycles. With near Full Useable Capacity, 18,000-lb Lift Capacity, and the Optional Elevator Wash Out System, **Global M4HSD is Affordable, Reliable and Innovative.**



POWERFUL SWEEPING SYSTEM and Large Hopper Capacity makes the **Global M4HSD** a perfect choice for Sweeping Road Millings and Chip Seal. **Global M4HSD** is a perfect Street Sweeper for a Private Contractor, DOT State Organizations, and Public Entity, and Municipalities.

EASY TROUBLESHOOTING A centralized, weatherproof systems fully protects electrical components from the elements while it allows maintenance staff easy accessibility for inspection and troubleshooting.



SINGLE ENGINE DESIGN REDUCES MAINTENANCE COSTS Cummins ISB 6.7L 280 HP turbocharged Engine offers superb performance, less maintenance, and exceptional fuel savings compared to Dual Engine Street Sweepers, while meeting 2019 EPA/CARB Certifications.



ACCESS IT ALL The **Global M4HSD** features many maintenance-friendly attributes, such as a rear swing-out radiator, easy access front mounted AC condenser, brake and windshield washer fluid reservoirs, and cab fresh air filter.

REAR VIEW CAMERA IS STANDARD Rear view camera with In-Cab 7" LCD Monitor is standard on every Global Street Sweeper. LED Arrowstick is Optional along with Cab Beacon.



IT'S ALL IN THE OPEN Hydraulic Hoses are NOT hidden in the frame of the sweeper, while all Manifolds and Filters are located in a central location.

The **Global M4HSD** features many maintenance-friendly attributes, such as access to the engine, alternator, drive belts, water pumps, and hydraulic oil cooler.



SPECIFICATIONS: Global M4HSD Four Wheel Mechanical Street Sweeper

The sweeper to be furnished under this proposal shall be a Global M4HSD four wheel mechanical type, front wheel steer, (meeting ALL On Highway Motor Vehicle Safety Standards and current EPA emission standards) single engine, high dump hopper, full hydrostatic drive, 5.2 cubic yard hopper capacity with dual gutter broom system. It shall be the manufacturer's latest model and design.

1. HOPPER

- 1.1** Hopper volumetric capacity shall be no less than 5.2 cubic yards.
- 1.2** Hopper shall have a scissor lift mechanism with lifting capacity of no less than 12,000 lbs.
- 1.3** Scissors shall incorporate self-lubricating slides in the frame channels.
- 1.4** Dumping shall be to the right hand side of the sweeper
- 1.5** Hopper shall be constructed of stainless steel.
- 1.6** Hopper shall be capable of dumping at variable dump heights, with the maximum height measuring 121" from ground to the bottom of the hopper chute door. Hopper dump angle will be a minimum of 45 ½ degrees.
- 1.7** Hopper lift cylinders shall be equipped with integral counterbalance valves for safety
- 1.8** The operator shall be capable of controlling dump process and viewing from within the cab
- 1.9** Hopper safety props shall be provided
- 1.10** A hopper load leveling device will be supplied inside of the hopper to eliminate load shifting through braking or hopper tilting.

2. CAB

- 2.1** Cab shall be fully enclosed and of all steel construction.
- 2.2** Cab shall be mounted front and center of sweeper for safety, with single steering in center position of cab, and unobstructed, panoramic, operator vision.
- 2.3** Cab shall be attached to chassis frame by means of rubber mounts.

- 2.4 Cab shall be dust and weather sealed and equipped with factory installed air conditioning, heater and defroster.
- 2.5 Grab handles shall be supplied on the front of the cab.
- 2.6 Cab interior shall be sound suppressed and insulated with an in cab noise level not exceeding 69 dBA.
- 2.7 Cab shall be furnished with two seats, one being the primary operator's station and the other for the purpose of operator training.
- 2.8 Operator's seat shall be single type with cloth upholstery, dual arm rests, and shock absorbers.
- 2.9 Operator's seat shall have three-point safety seat belts and "buddy" seat shall be furnished with a lap harness.
- 2.10 Cab shall have a single lever operated tilt and telescoping steering wheel.
- 2.11 Cab shall have sliding windows on both right and left sides.
- 2.12 Cab shall have adequate storage space for driver's tool kit, lunch box, hard hat, coffee cup, coat etc.
- 2.13 Cab shall have dual west coast remote mirrors with extended frames and 12" convex sweeping mirrors on both sides.
- 2.14 Cab shall have a tinted safety glass throughout and a single full width tinted sun visor.
- 2.15 Cab shall be furnished with a full width interior ceiling shelf to accommodate a radio, documents and other equipment.
- 2.16 Cab entry door will be made of glass extending from top to bottom, utilizing a stainless steel frame.

3. **ENGINE**

- 3.1 Sweeper shall be powered by a single Cummins ISB 6.7 L, 6-cylinder, turbo charged inter cooled diesel engine with a horsepower rating of 280 HP @ 2600 engine RPM. All sweeper functions and drive systems shall be powered by this engine.
- 3.2 Engine shall have a two stage dry type air cleaner with safety element and restriction indicator, plus Centauri pre-cleaner.

- 3.3 Engine shall be water cooled by aid of a 38 quart capacity radiator of swing-away design.
- 3.4 Antifreeze protection for engine shall be not less than minus 34 degrees Fahrenheit.
- 3.5 Engine shall be protected against damage by means of an anti-crank device which will prevent re-engagement of starter while the engine is running.

4. TRACTION SYSTEM

- 4.1 Traction system shall be fully hydrostatic and capable of variable speeds up to 65 MPH.
- 4.2 Direction and speed selection shall be controlled by means of a dash mounted four position quadrant shifter, variable throttle control and a selectable High / Low ratio rear axle control.
- 4.3 Engine mounted traction pump shall be variable displacement axial piston type.
- 4.4 Broom and elevator speed shall be independent of vehicle speed
- 4.5 The traction drive system shall be capable of being shifted from "LOW" to "HIGH" while the sweeper is in motion.
- 4.6 The traction pump and motor shall be relief valve protected.
- 4.7 Operational speed control shall be by means of a single automotive type foot pedal.
- 4.8 The traction system shall provide braking assistance when control pedal is released.

5. ELEVATOR

- 5.1 The elevator shall be 11 flight configuration with continuously molded rubber belts and replaceable corded rubber squeegee tips.
- 5.2 Elevator sprockets shall be of split flange type to enable replacement without having to remove belts and shafts. Sprockets will carry a 1000 hour guarantee
- 5.3 Elevator sprockets shall have hardened teeth for longevity.

- 5.4 Elevator flight bars shall be constructed of 2" x ½" aluminum angle.
- 5.5 Elevator speed shall be variable and reversible.
- 5.6 Elevator motor drive shall be direct hydraulic (no chain or sprocket) with relief cartridge protection.
- 5.7 Elevator shall have an adjustable floor and deflector system to ensure even hopper loading and prevent debris from back spilling.
- 5.8 Elevator floor shall incorporate an "open/close" bulk material entry gate system, operator controlled from inside the cab.

6. HYDRAULIC SYSTEM

- 6.1 Hydraulic oil reservoir system shall consist of two frame mounted tower tanks, each with an oil capacity of 18 gallons. The residual oil capacity shall be an additional 5 gallons for a total system capacity of 41 gallons.
- 6.2 To provide dependable performance and reduce maintenance costs, the hydraulic system will include the following filtration elements:
 - 6.2.(1) A 40 micron tank fill neck strainer in each tank
 - 6.2.(2) Each tank will have its own suction strainer rated at a minimum 100 mesh.
 - 6.2.(3) A suction filter with restriction gauge will be supplied with a minimum rating of 10 microns.
 - 6.2.(4) A high pressure filter complete with restriction status indicator shall be supplied.
 - 6.2.(5) A water / hydraulic oil separator / filter shall be installed in the return circuit.
- 6.3 Each hydraulic tank shall be provided with a 5 psi pressurized fill cap.
- 6.4 Each hydraulic tank shall have rear mounted, accessible drain plugs.

- 6.5 A hydraulic oil cooler with dual temperature sensing fans, shall be remotely mounted at the front of the vehicle outside the immediate proximity of the actual area to be swept.
- 6.6 Hydraulic manifolds, valves and solenoids shall be mounted in a separate enclosed compartment, built into the rear fender of the machine for protection and ease of access and away from dirt and debris.

7 PICKUP BROOM

- 7.1 Pickup broom shall be 32" diameter and 58" long minimum. Broom will be located center of sweeper.
- 7.2 Pickup broom drive shall be direct hydraulic, variable speed with relief valve protection
- 7.3 Pickup broom shall be hydraulically raised and lowered by a single, in cab dash mounted rocker switch
- 7.4 Pickup broom shall be self adjusting for pressure and wear
- 7.5 Pickup broom motor shall have a shaft and seal protection device which will prevent the ingress of damaging wire, cassette tape, fishing line, etc.

8 GUTTER BROOMS

- 8.1 Gutter brooms (right & left sides) shall be a minimum of 47" in diameter, bolt on design
- 8.2 Gutter broom drive shall be completely hydraulic and relief valve protected.
- 8.3 Gutter brooms shall be hydraulically lowered and raised by means of an in-cab, dash mounted rocker switch
- 8.4 Provisions shall be made for gutter broom pressure adjustment by means of independent dash mounted switch gauges.
- 8.5 Gutter brooms shall be free floating both horizontally and vertically and shall be impact protected
- 8.6 Gutter broom support towers shall have adjustable travel "stop" mechanisms to limit inward travel of gutter brooms
- 8.7 Gutter broom motors shall have a shaft and seal protection

device which will prevent the ingress of damaging wire, cassette tape, fishing line, etc.

9 WATER SYSTEM

- 9.1** Water tank capacity shall be 280 gallons minimum
- 9.2** Water tank shall be constructed of cross-linked corrosion proof material.
- 9.3** A water tank gauge and low water level light shall be dash mounted in cab.
- 9.4** Individual, adjustable, variable flow, water delivery valves shall be installed in the sweeper cab to allow operator to control water sprays over main broom, both gutter brooms and elevator system
- 9.5** Twin electric diaphragm pumps with total output rating of 4 gallons per minute @ 35 PSI shall be supplied.
- 9.6** An in line 20 mesh screen type filter shall be installed in an accessible area and shall be capable of being checked, cleaned or changed without the use of tools
- 9.7** A 15' hydrant hose, coupler and wrench shall be supplied.
- 9.8** A high/low water flow switch shall be installed in the cab for additional water flow control

10 FUEL SYSTEM

- 10.1** Vehicle fuel system will include a 50 gallon diesel fuel tank.
- 10.2** Fuel system will incorporate a vented fuel tank and a self-priming system.

11 DIRT SHOES

- 11.1** Dirt shoes shall be of parallel arm design, polyethylene construction and be capable of floating over uneven surfaces, railroad tracks, raised manhole covers, etc. Dirt shoes will carry a 1,000 hour guarantee

12 BRAKES

- 12.1** Service brakes shall be internal expanding disc type all around.

- 12.2** Parking brake shall be mechanically applied and hydraulically released internal expanding shoe type
- 12.3** Parking brake shall be automatically applied when sweeper is placed in "PARK" position
- 12.4** Brake master cylinder shall have an auxiliary boost feature
- 12.5** Standard braking system shall be assisted by vehicle's inherent dynamic braking when control pedal ("GO" Pedal) is released
- 12.6** All wheel A.B.S. braking system will be supplied.

13 STEERING

- 13.1** Steering shall be heavy duty, full power type, by means of an engine driven gear pump through a front axle mounted steering gear and shall be capable of operation in the event of engine shutdown

14 FRONT AXLE

- 14.1** Front assembly shall be heavy duty truck type configuration with its own multi-leaf spring and shock absorber suspension and rated at 12,000 lbs. capacity

15 REAR AXLE

- 15.1** Rear axle shall have a load rating of 21,000 lbs.
- 15.2** Rear axle shall have full suspension with rubber encased springs, torque rods and shock absorbers.

16 FRAME

- 16.1** Frame shall be constructed of 4 gauge, high strength low alloy steel with an RBM rating of 863,700 inch pounds and a minimum yield strength of not less than 50,000 psi
- 16.2** Frame shall be 13" x 3" 'C' section channel
- 16.3** Frame shall incorporate tow points front and rear
- 16.4** A tool/storage compartment shall be built into right rear fender

16.5 Frame attached gutter broom towers shall have reinforced cut outs to enable access to lower elevator bearings for ease of maintenance

17 ELECTRICAL SYSTEM

17.1 Dual maintenance free batteries with a total CCA rating of 1800 amps at zero degrees Fahrenheit, shall be located in a separate fender mounted, lockable compartment

17.2 A heavy duty 130 amp dust shielded alternator shall be supplied

17.3 All electrical connections shall be sealed and heat shrunk with epoxy resin connectors.

17.4 A sealed electrical systems locker shall be provided to house all controlling electrical components and protect them from exposure to dirt and inclement weather. Systems locker shall be located away from sweeping components.

17.5 The system locker shall comprise of a sealed compartment to house both high amperage and low amperage components

17.6 All components within the locker shall be easily replaceable with minimum effort

17.7 All rocker switches in cab shall be sealed, back lit, and function identified

17.8 Bridge rectifiers shall be used in lieu of diodes and they shall be located within the systems locker

17.9 A laminated electrical control unit diagram shall be attached to systems locker door for instant easy reference during troubleshooting or repair procedures

17.10 Two sealed beam headlights with in dash high beam indicator shall be standard

17.11 Two speed windshield wiper, with delay, shall be provided

17.12 Sweeper shall be supplied with LED dual stop and tail light combinations, dual gutter broom lights, rear license plate light and bracket, LED back up lights and reflectors, self canceling turn signals with hazard flashers, electrical back up alarm (107 dBA minimum) and hopper dump alarm (107 dBA minimum).

17.13 All hydraulic manifold solenoids shall be pre-wired and shall have molded in flying leads to eliminate corrosion

17.14 All electrical wiring shall be solid colored, numbered and function coded every 12 inches for quick, easy identification purposes

18 SWEeper BODY

18.1 Sweeper body shall have hinged, swing out single latched side panels for simple, easy access to elevator, fuel tank fill and water manifold components

18.2 A heavy duty front bumper shall be supplied

18.3 A rust and corrosion proof front grille shall be supplied.

19 WHEELS & TIRES

19.1 Wheels shall be heavy duty steel disc type.

19.2 Front tires shall be 9R x 22.5 load range F, SB radial

19.3 Rear tires shall be 315/80R x 22.5 load range L, SB radial

20 IN-CAB DASH & INSTRUMENTS

20.1 An automotive style, anti glare, wraparound dash with easily removable fascia and instrument panel shall be supplied

20.2 All dash mounted equipment including instruments, gauges, switches and display panels shall have extra length wires to permit lifting of dash for internal component access

20.3 Dash panel shall have a light emitting diode panel system which will monitor and provide an alert to the following systems: oil pressure, sweeper in park, right hydraulic tank level, left hydraulic tank level, right and left turn signals and high beam indicator. The panel shall also be capable of accommodating additional monitoring systems if required.

20.4 The dash board shall be of low cut design for completely unobstructed vision

20.5 The dash panel shall incorporate high flow adjustable side and windshield defrost vents

20.6 The side instrument panel shall accommodate all sweeping functions, heating and air conditioning controls

20.7 An automatic rear view camera with full color LCD monitor shall be provided. Camera monitor shall display the area behind the sweeper whenever the sweeper is moving in reverse or dumping. The display shall be selectable to allow continues rear view at all times. The display shall have an additional camera input to allow future expansion of additional cameras. The camera shall be equipped with infra red lamps to allow for night vision.

20.8 For operator safety and ease of use, the sweeper shall incorporate an ergo switch function. This function will allow for the operator to activate all sweeping components using only one switch. The operator shall have the capability of shutting down all sweeping components as well as the water using **that same "ergo button."**

21 SWEEPER DIMENSIONS

Sweeper shall have the following minimum dimensions:

21.1 Wheel Base..... 131 in.

21.2 Turning Radius (Not to exceed).....18.5 ft

21.3 Overall Length (Not to exceed).....208 in.

21.4 Maximum Height (Not to exceed).....120 in.

21.5 Maximum Width (Not to exceed)..... 102 in.

21.6 Sweeping Swath.....125 in.

22 PAINT

22.1 All sweeper components, including but not limited to, cab, hopper, frame, elevator, body panels, engine cover panels, body floor panels, general bracketry, shall be individually 100% powder coated before vehicle assembly to protect the

machine from the adversities of weather and the ravages of sweeping environments

22.2 Sweeper will be painted DOT yellow with gray frame and sweep gear

23 WARRANTY

23.1 Sweeper shall carry a one year warranty covering 100% parts and labor with all repairs to be carried out at customer's yard. The second year warranty parts and labor will be performed at the local dealer.

24 MANUALS

The following documentation shall be supplied upon delivery of unit:

24.1 Sweeper: 2-Parts Manuals, 2-Service/Operation Manuals, 2-Operator's Guides

24.2 Engine: 2-Engine Users Guides.

25 TRAINING

25.1 Operator/mechanic training shall be provided at no charge by dealer on customer's premises.



GLOBAL ENVIRONMENTAL PRODUCTS, INC
www.globalsweeper.com

GLOBAL ENVIRONMENTAL PRODUCTS, INC.

5405 Industrial Parkway
San Bernardino, CA 92407

Phone: (909) 713-1601
Fax: (909) 713-1613

May 17, 2023

To Whom It May Concern:

This letter serves to verify that Southern Sewer Equipment Sales, headquartered at 3409 Industrial Street, Fort Pierce, FL 34946 is the Sole Authorized Distributor for Global Environmental Products, Inc., a manufacturer of the M3 and R3 three wheel purpose built street sweepers – the only Front Steer three wheel sweeper on the market, the Global V6 chassis mounted vacuum street sweeper and the M4, R4 and M4HSD four wheel purpose built street sweepers, and all Alternative fuel options for the above models in Florida. This includes new and used finished products as well as the “Sole Source” for OEM spare parts for the products listed above within the State of Florida.

Should you require any additional information, please contact us at 909-713-1600.

Sincerely,

Chad Bormann
Director of Sales
Global Environmental Products, Inc.

Southern Sewer Equipment Sales

800-782-4134 ♦ SouthernSewer.com ♦ 772-595-6940

Global OEM Service available on site or at one of our service centers:

Call Toll Free (800) 782-4134

Main Office, Parts and Service:

Southern Sewer Equipment Sales
3409 Industrial 27th Street
Fort Pierce, FL 34946

Parts and Service:

Southern Sewer Equipment Sales
8200 NW 58th Street
Doral, FL 33166

Parts and Service:

Southern Sewer Equipment Sales
10575 General Drive
Orlando, FL 32824

Doral ♦ **Fort Pierce** ♦ **Orlando**

FLORIDA DEPARTMENT OF TRANSPORTATION EQUIPMENT SPECIFICATION

Specification Number: FC1405 Street Sweeper High Dump

Date: July 28, 2023

Unit of Equipment: Street Sweeper High Dump

1.0 INTENT: The intent of this specification is to provide minimum procurement requirements for a Street Sweeper, (High Side Dump) single engine, capable of sweeping road millings and chip seal, while sweeping offer speeds up to 14-mph in sweeping mode and travel speeds up to 65-mph, approved equivalent to a Global model M4HSD. The unit shall be current production and the manufacturer's printed literature shall be submitted with the bid. The unit will be a finished, integrated, turnkey system, and performance tested by the vendor.

Global M4HSD

Make and Model of Sweeper Unit Bid?

1.1 QUALIFICATION OF MANUFACTURE AND MODEL: The unit required and covered by this specification shall be the manufacturer's latest basic production model and shall be equipped with all standard equipment in accordance with the manufacturer's latest literature, two (2) copies of which must accompany the bid. No prototypes are allowed. The unit bid must have basically been in production for a minimum of one (1) year.

Yes

Comply? (Yes/No)

This contract will not be awarded until the FDOT is satisfied that the equipment proposed will meet the specification in every way. This may require interviews, documented proof, an equipment demonstration, and inspection at an FDOT location of our choosing, or any combination of the above. Prospective suppliers will be expected to be fully cooperative with providing any reasonable evidence of specification compliance by the above methods. A maximum of 30 days between bid opening and contract award may be required for this process. After contract award, specification compliance will be reconfirmed by inspection, documentation, and demonstration when the unit is delivered, prior to acceptance. (See Section 6.0)

Yes

Understand and acknowledge? (Yes/No)

1.2 DEFINITIONS:

1.2.1 "Approved Equivalent" must be approved prior to bid opening. If this has not been accomplished by bid opening time, your bid will be rejected. The FDOT assumes no responsibility for responding to requests for approval of alternates in time for bid opening, as a technical evaluation frequently must be performed. Therefore, bidders are cautioned that quoting of the components listed may be advisable if lead time is short.

Note: Inadvertent acceptance of previous bids with alternate components shall not be construed as FDOT approval of such alternate components.

Yes

Understand and Acknowledge? (Yes/No)

FLORIDA DEPARTMENT OF TRANSPORTATION EQUIPMENT SPECIFICATION

Specification Number: **FC1405 Street Sweeper High Dump**

Date: **July 28, 2023**

Unit of Equipment: **Street Sweeper High Dump**

1.2.2 Manufacturer's model numbers: When a manufacturer's model number is stated, it is understood that design changes to the stated model by the manufacturer are not subject to the control of the FDOT and that the intent is to procure an item substantially identical to that version last procured by, demonstrated to, or otherwise brought to the attention of the FDOT. It is explicitly understood that it is the responsibility of the bidder to notify the FDOT of any changes of consequence. Please contact the person named on the bid documents for information regarding the last model for which information is on record with the FDOT bid evaluators.

Yes

Understand and Acknowledge? (Yes/No)

1.2.3 "Heavy Duty": This term means that the design and construction of the item is sufficiently rugged and has adequate safety factors to stand up to the sort of use typically expected to be experienced by FDOT drivers/operators without structural or functional failure or other consequences such that the item causes or will probably cause excessive down time.

Yes

Understand and Acknowledge? (Yes/No)

1.2.4 "Per spec": Whenever a specification such as SAE, OSHA, or FED-STD (but not limited to those) is referred to, the latest version as of the date of bid opening is the version to be used. If an update takes place between the time of bid opening and equipment delivery, the successful bidder and the FDOT will mutually agree in writing on which version shall prevail unless there are statutory requirements that the new version be used.

Yes

Understand and Acknowledge? (Yes/No)

2.0 CARRIER: The carrier shall be a Cab-Over Design with a minimum 18.5' Turning Radius and a minimum 5.2 cubic yard hopper.

Global purpose built cab-over carrier 280 HP, 33,000 GVWR, Hydrostatic Drive, 18.5' Turning Radius,
5.2 Cubic Yard Hopper

Bidder must provide carrier information (HP, GVWR, and any PTO provisions)

FLORIDA DEPARTMENT OF TRANSPORTATION EQUIPMENT SPECIFICATION

Specification Number: **FC1405 Street Sweeper High Dump**

Date: **July 28, 2023**

Unit of Equipment: **Street Sweeper High Dump**

3.0 SWEEPER DEVICE: The sweeper device shall consist of a High Side Dump, Hydrostatic Drive, Dual Gutter Broom, A/C, One Switch Operation, In-Cab Leaf Gate, Rear View Camera System.

Yes
Understand and Acknowledge? (Yes/No)

3.1 Cab: The operator cab must be high visibility with a maximum of 69 dba in-cab noise level.

69 dba

Max. in cab noise? (dba)

3.1.2 Cab must be sealed from dust and weather.

Yes

Comply? (Yes/No)

3.1.3 The operator seat must be equipped with multi-adjustable suspension.

Yes

Comply? (Yes/No)

3.1.4 Provide a tilt & telescoping steering wheel.

Yes

Comply? (Yes/No)

3.1.5 Provide tinted safety windows & windshield.

Yes

Comply? (Yes/No)

3.1.6 Provide gauges for coolant temp, voltmeter, engine oil pressure, low hydraulic oil, speedometer, tachometer, fuel level, low water level light and hour meter.

Yes

Comply? (Yes/No)

FLORIDA DEPARTMENT OF TRANSPORTATION EQUIPMENT SPECIFICATION

Specification Number: **FC1405 Street Sweeper High Dump**

Date: **July 28, 2023**

Unit of Equipment: **Street Sweeper High Dump**

3.1.7 Provide a minimum of 280 gallons polyethylene and stainless-steel water tank.

Yes

Minimum capacity (gallons)

3.1.8 Provide a minimum of 15 feet hydrant hose with coupling and wrench.

Yes

Comply? (Yes/No)

3.1.9 Provide gutter broom water spray jets.

Yes

Comply? (Yes/No)

3.1.10 Provide pickup broom water spray jets.

Yes

Comply? (Yes/No)

3.1.11 Provide front spray bar.

Yes

Comply? (Yes/No)

3.1.12 Provide a minimum 5.2 cubic yard stainless steel hopper (Volumetric) with hopper dump alarm.

Yes

Comply? (Yes/No)

5.2 cubic yard

Hopper volume? (Cu Yd)

FLORIDA DEPARTMENT OF TRANSPORTATION EQUIPMENT SPECIFICATION

Specification Number: **FC1405 Street Sweeper High Dump**

Date: **July 28, 2023**

Unit of Equipment: **Street Sweeper High Dump**

3.2 Engine: As a minimum the sweeper shall be powered by a Cummins ISB 6.7 with 280 HP at 2,600 RPM. The engine shall be equipped with a minimum 130-amp Heavy-Duty Alternator.

Cummins ISB 6.7 280 HP @ 2,600 RPM
Engine and HP at 2,600 RPM (HP)

130 amp
Alternator amp rating?

50 gallons
Fuel tank capacity? (gal.)

4.0 TOOLS AND ACCESSORIES:

4.1 Camera System: Provide a camera system for the safe operation of the unit.

Yes

Comply? (Yes/No)

4.1.2 Strobe lights: Provide strobe lights for the safe operation of the unit.

Yes

Comply? (Yes/No)

5.0 PAINTING: All exterior mounted components furnished by the supplier shall be painted to match the sweeper. The complete sweeper device shall have a finished suitable for long-term exposure to the Florida environment. Supplier will warrant against rusting, except were scratched through to bare metal, for a period of three (3) years. The paint system shall include the following steps, as a minimum:

1. All surfaces shall be ground smooth with welding slag, burrs and sharp edges removed.

2. All surfaces shall be sandblasted to white metal and then immediately receive one (1) coat of rust inhibitive primer.

3. All primed surfaces shall receive two (2) coats of premium grade automotive enamel to match Yellow # 13538 of Federal Standard 595. Cargo area and top of body compartments to be painted with non-skid paint. All primed surfaces shall receive two (2) coats of premium grade automotive enamel to match DOT Yellow (DuPont Centari L9069A, Freightliner 3258, GM 86, International 4421).

4. All exposed hydraulic cylinder piston rods shall be covered to prevent overspray contact during painting.

Yes

Comply? (Yes/No)

FLORIDA DEPARTMENT OF TRANSPORTATION EQUIPMENT SPECIFICATION

Specification Number: **FC1405 Street Sweeper High Dump**

Date: **July 28, 2023**

Unit of Equipment: **Street Sweeper High Dump**

6.0 CONDITIONS: Terms and conditions set forth in the bid documents will overrule this specification when there is disagreement between the specification and bid documents.

6.1 DELIVERY AND ACCEPTANCE:

6.1.1 Regardless of the destination specified on the Purchase Order, the first item procured under this specification shall be delivered to the FDOT Midway Maintenance yard at 17 Commerce Boulevard, Midway Fl. 32343. 0.1 mile north of I-10 and Highway 90 west, Tallahassee, Florida. The person(s) named at the end of this specification listed on the purchase order shall be notified of this delivery 7-10 calendar days in advance. Following delivery, the unit will be thoroughly inspected for compliance with these specifications. Items found to not comply will be corrected by supplier and brought into compliance before final acceptance. The unit will then be taken by the supplier to the Purchase Order destination. All subsequent units will be inspected under the same terms at their Purchase Order destinations.

Yes

Comply? (Yes/No)

6.1.2 Failure of FDOT personnel to discover defects during an inspection does not relieve the vendor from responsibility for correcting areas of non-compliance found after delivery on the inspected unit.

Yes

Understand and Acknowledge? (Yes/No)

6.1.3 PREPARATION FOR DELIVERY: The unit shall be properly serviced, clean, and in first class operating condition upon delivery. Pre-delivery service shall include, but not limited to, the following:

- a) Complete lubrication of operating mechanisms with OEM recommended lubricants.
- b) Check of all fluid levels and adjustments as required.
- c) Thorough cleaning of device and removal of all unnecessary tags, stickers, etc.
- d) Perform front end alignment upon completed assembly of unit.

Yes

Comply? (Yes/No)

6.2 STANDARDS:

6.2.1 The unit shall comply with all Motor Vehicle Safety Standards as established by the U. S. Department of Transportation, all safety requirements of the latest issues of ANSI Standards and OSHA Standards, and all other Federal and State of Florida legal requirements and safety standards.

Yes

Comply? (Yes/No)

FLORIDA DEPARTMENT OF TRANSPORTATION EQUIPMENT SPECIFICATION

Specification Number: **FC1405 Street Sweeper High Dump**

Date: **July 28, 2023**

Unit of Equipment: **Street Sweeper High Dump**

6.3 DOCUMENTATION:

6.3.1 Bidders must submit two (2) copies of the current manufacturer's data to substantiate compliance with the specifications, and a list of dealers in or near Florida.

Yes

Comply? (Yes/No)

6.4 MANUALS:

6.4.1 The vendor will provide two (2) manufacturer's operator manuals and two (2) lubrication/maintenance manuals and two (2) repair/parts manuals to be delivered with each unit.

Yes

Comply? (Yes/No)

6.4.2 The vendor shall ensure that all service bulletins, recall notices, and/or other service or maintenance information for the reasonable life of the machines supplied are sent to the FDOT shop to which the machines are assigned.

Yes

Comply? (Yes/No)

6.4.3 The vendor will provide a checklist for periodic preventive maintenance suitable for reproduction on 8 ½ inch by 11-inch paper.

Yes

Comply? (Yes/No)

6.4.4 The vendor will provide a copy of all warranty (or warranties) information applicable to this unit.

Yes

Warranty information compliance? (Yes/No)

7.0 TRAINING:

7.1 PERSONNEL TRAINING:

7.2.1 The services of a factory technician or technicians, thoroughly trained in the use and operation of the unit, shall be furnished to instruct personnel in the use, operation, and maintenance of the unit after delivery. This is to be done at the delivery location on the Purchase Orders.

Yes

Comply? (Yes/No)

FLORIDA DEPARTMENT OF TRANSPORTATION EQUIPMENT SPECIFICATION

Specification Number: **FC1405 Street Sweeper High Dump**
Unit of Equipment: **Street Sweeper High Dump**

Date: **July 28, 2023**

8.0 WARRANTY:

8.1 The vendor shall warrant all components of its manufacture and design for a minimum of two (2) years following the date of acceptance and will replace with the FDOT any part found to be faulty in manufacture, design, or workmanship. The warranty shall include parts and labor for the first year at the delivery location or at the supplier's service location in Florida, at the option of FDOT. After one (1) year, labor will be included only at the vendor's service location.

Yes

Comply? (Yes/No)

8.2 Components not of the vendor's design and manufacture, except for the carrier, are subject to the OEM warranty. In any case all warranties must be for at least one (1) year. Dates of warranties are to be the date of acceptance by FDOT. The successful bidder shall act as FDOT's agent regarding any warranty claim on OEM warranted components.

Yes

Comply? (Yes/No)

9.0 OPTIONS:

9.1 May or may not be purchased at discretion of the FDOT. Option price may be considered as basis of award. It is recognized that not all bidders offer all options listed; there is no penalty for not bidding an option. It is also recognized that some bidders may offer optional features which are standard equipment with others. The FDOT will make every reasonable effort to evaluate bids based on comparable equipment. List all prices and deliveries cost that apply on the price sheet.

Yes

Understand and Acknowledge? (Yes/No)

NOTE: Specification problems, questions, or comment:

Problems, questions, or comments regarding this specification must be submitted to the Procurement Office in writing a minimum of 10 days prior to bid opening.

Procurement Agent
Florida Department of Transportation
605 Suwannee Street, MS 20
Tallahassee, Florida 32399-0450

Yes

Understand and Acknowledge? (Yes/No)

ACKNOWLEDGMENT OF ORDER

PURCHASING AGENCY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

Your purchase order number _____ was received on _____. The order was placed with the manufacturer on _____. We anticipate delivery to your agency on or about _____.

Please reference your purchase order number or the production number if an inquiry should become necessary. Contractor's request that purchaser(s) refrain from inquires about delivery unless the anticipated delivery has been exceeded.

CONTRACTOR NAME: _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNATURE _____ DATE _____

COMMENTS: _____

ORDERING INSTRUCTIONS

Bid Number: DOT-ITB-24-9024-SJ

Title: STREET SWEEPER, HIGH DUMP

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): F65-0267110-001

VENDOR: Southern Sewer Equipment Sales

ADDRESS: 3409 Industrial 27th Street

CITY, STATE, ZIP: Fort Pierce, FL 34946

TELEPHONE: 772-595-6940

TOLL FREE NO.: 800-782-4134

DELIVERY: DELIVERY WILL BE MADE WITHIN 210 DAYS AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Michael Fitzgerald, Area Sales Manager

ADDRESS: 3409 Industrial 27th Street

CITY, STATE, ZIP: Fort Pierce, FL 34946

TELEPHONE: 772-201-9432

TOLL FREE NO.: 800-782-4134

E-MAIL ADDRESS: info@southernsewer.com

WEB ADDRESS: www.southernsewer.com

INTRODUCTION SECTION

1) INVITATION

The purpose of this Invitation to Bid is to obtain competitive bids to establish a two-year contract for the purchase of Street Sweepers, High Dump 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 from the Department indicating the start date of the contract and will remain effective through the time indicated on the contract document. 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)	09-26-2023	05:00 PM EST
BIDS DUE (ON OR BEFORE) - Florida Department of Transportation Central Procurement Office Sherill Johnson, Procurement Agent Phone: (850) 414.4381 CO.Purch@dot.state.fl.us	10-05-2023	12:00 PM EST
PUBLIC OPENING - Florida Department of Transportation Central Procurement Office Sherill Johnson, Procurement Agent 605 Suwannee Street Tallahassee, FL 32399-0450	10-05-2023	01:00 PM EST
POSTING OF INTENDED DECISION/AWARD -	10-16-2023	

3) BID OPENING AGENDA

The submitted 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**

It is anticipated that the Department will purchase approximately \$360,000.00 under any contract resulting from this bid. This estimated amount is given only as a guideline for preparing your bid and should not be construed as representing an actual amount to be purchased under this contract. The Vendor(s) shall supply, at bid prices, the actual amounts ordered regardless of whether the total of such amounts is more or less than anticipated. This bid and the resulting contract will be subject to annual appropriated funding.

7) **RENEWAL**

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

SPECIAL CONDITIONS

1) **MyFloridaMarketPlace**

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 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:
Sherill Johnson at 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 address above or by phone: (850) 414-4381.

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) and/or MyFloridaMarketPlace, 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) and/or MyFloridaMarketPlace, **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 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 in a sealed envelope. **Indicate the bid number, with the time and date of the bid opening, on the envelope used to return the bid.**

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-24-9024-SJ: (Insert 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

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) 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 primary point of delivery for this contract will be FDOT Shops but bid prices will include delivery to other locations, throughout the State of Florida

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

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

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

Specifications

Drug-Free Workplace Program Certification (if applicable)

In-State Preference

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
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) ACKNOWLEDGEMENT

The Acknowledgement of Order" Form (see attached) shall be mailed to the purchaser within ten (10) calendar days from the date the contractor receives the Purchase Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE ORDER TERMS & CONDITIONS

375-040-55
PROCUREMENT
OGC – 02/21
Page 1 of 8

Purchase Order No.: CR801

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 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 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.

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; and

3. shall adhere to requirements in section 448.095, Florida Statutes.

The provisions in the PURCHASE ORDER TERMS & CONDITIONS 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.