

**State of Florida
Department of Transportation**



**Solicitation No.
DOT-SS-26-9088-DG**

**TEMPORARY BRIDGE PARTS:
ACROW 300 SERIES**

Effective Dates: August 12, 2026 – June 30, 2028

Vendor: Acrow Corporation of America
Contract No. CR1400

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MFMP CONTRACT TERMS AND CONDITIONS

375-040-44
PROCUREMENT
OGC – 02/21
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Contract ("CR") No.: CR1400

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 described in Exhibit "A", attached hereto and made a part hereof.
- B. Before any additions or deletions to the work and/or items described in this Contract, the Department shall issue a revised version of the Contract covering such modifications and the compensation to be paid therefor. Reference herein to this Contract shall be considered to include any revised versions.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material or products or patent any invention developed under this Contract. The Department shall have the right to visit the site for inspection of the work and the products of the Contract at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statute and administrative rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department. In the event that changes in the statutes or rules create a conflict with the requirements of the published guidelines, requirements of the statutes and/or rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Contract may request and be granted a conference.
- F. All services and/or items shall be provided by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Contract. The Director's decision upon all claims, questions, and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work and/or items described that may become necessary or desirable shall be left to the absolute discretion of the Director.

Reference herein to the Director shall mean the Department's
Director of Maintenance.

2. TERM

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

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

- C. **EXTENSIONS.** In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Contract. Extension of this Contract must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Contract and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Contract unless the failure to meet the criteria set forth in this Contract for completion of this Contract is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department will review the request and make a determination as to granting all, part of, or none of the requested extension.

3. COMPENSATION AND PAYMENT

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

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of this Contract. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering 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.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516
- I. Records of costs incurred under terms of this Contract shall be maintained and made available upon request to the Department at all times during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Vendor's general accounting records and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Contract.

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

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

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Contract. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. LIABILITY INSURANCE. (Select and complete as appropriate):

- ☐ No general liability insurance required.
- ☐ The Vendor shall carry and keep in force during the period of this Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$ _____ per person and \$ _____ each occurrence, and property damage insurance of at least \$ _____ each occurrence, for the services to be rendered in accordance with this Contract.
- ☐ The Vendor shall have and maintain during the period of this Contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Contract in the amount of \$ _____.

C. WORKERS' COMPENSATION. The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

D. PERFORMANCE AND PAYMENT BOND. (Select as appropriate):

- ☐ No Bond required.
- ☐ Prior to commencement of any services pursuant to this Contract and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Contract according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

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

5. COMPLIANCE WITH LAWS

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

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

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

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

- B. The Vendor agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of this Contract, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Contract, it being understood that such data or information is works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Contract.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
 - (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Contract. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Contract as though set forth in full. The Vendor

agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Contract.

- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtml>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the Vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Contract may be cancelled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Contract in the event an assignment be made for the benefit of creditors
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Contract, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of this Contract for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Contract is to be terminated.
- D. If this Contract is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Contract. All work

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

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

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable Vendor to timely perform under this Contract and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Contract. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Contract to any person or entity other than subcontractors specified in the proposal, bid, and/or Contract without the prior written consent of the Department.
- B. Check the appropriate box:

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

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Purchase Order shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

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

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

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

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

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Contract.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- E. This Contract shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Contract, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate court in any county chosen by the Department and in the event that any such legal action is filed by the Vendor, Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Contract involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made part of this Contract.
- H. If this Contract is the result of a competitive solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later
- J. Vendor/Contractor:

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

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

ORDERING INSTRUCTIONS

Contract No. CR1400

Bid Number: DOT-SS-26-9088-DG

Title: Temporary Bridge Parts: 300 Series

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): F221589330-001

VENDOR: Acrow Corporation of America, Inc.

ADDRESS: 181 New Road

CITY, STATE, ZIP: Parsippany, NJ 07054

TELEPHONE: 973/244-0080 FAX No.: 973/244-0085

TOLL FREE NO.: _____

DELIVERY: DELIVERY WILL BE MADE WITHIN 60 * DAYS AFTER RECEIPT OF PURCHASE ORDER.

*Delivery time of **60** days provided due to long lead time for. AB57/70 chord bolts only. All other items can be delivered within **30** days of receipt of purchase order. 1500 of the AB57/70's within **30** days with remainder to follow.

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Will Smith

ADDRESS: 311 Magnolia Avenue

CITY, STATE, ZIP: Fairhope, AL 36532

TELEPHONE: 251/928-8450 FAX NO.: 251/928-8451

TOLL FREE NO.: _____

E-MAIL ADDRESS: wsmith@acrow.com

WEB ADDRESS: www.acrow.com

Will you accept the State of Florida Purchasing Card (VISA)? _____ Yes ☒ No

EXHIBIT A - PARTS LIST
Florida DOT / 300 SERIES Prices (2026)

	Part Number	Name/Description	PRICE \$
1	AB001	PANEL	\$2,531.83
2	AB002	RAKER	\$124.60
3	AB003	BRACING FRAME 2/3 TRUSS	\$705.87
4	AB004	BRACING FRAME 4 TRUSS	\$544.96
5	AB005	END POST - MALE	\$2,206.86
6	AB006	END POST - FEMALE	\$2,596.05
7	AB007	BEARING - SINGLE	\$573.72
8	AB009	BASEPLATE	\$785.46
9	AB010	REINFORCEMENT CHORD	\$944.15
10	AB013	SWAYBRACE STANDARD	\$184.03
11	AB022	DISTRIBUTION BEAM	\$848.76
12	AB022U	DISTRIBUTION BEAM KEEPER	\$120.55
13	AB024	DISTRIBUTION BEAM END FRAME	\$406.00
14	AB051	PANEL PIN	\$24.88
15	AB052	SAFETY CLIP	\$0.41
16	AB053	BRACING BOLT	\$7.45
17	AB054	RAKER BOLT	\$4.04
18	AB055	TRANSOM SEAT BOLT	\$0.84
19	AB57/70	CHORD BOLT	\$22.33
20	AB063	SWAYBRACE BOLT	\$4.09
21	AB306	24FT COPED END TRANSOMS	\$8,351.80
22	AB309C	DECK BOLTS	\$24.99
23	AB480-300	300 SERIES FOOTWALK BEARER/(formerly AB182)	\$659.37
24	AB481	FOOTWALK RAIL POST/ (formerly AB185)	\$109.27
25	AB482	FOOTWALK HAND RAIL	\$94.05
26	AB483C	FOOTWALK DECK UNIT / EPOXY COATED	\$3,102.30
27	AB485	FW RAIL BOLT	\$0.49
28	AB486	FW DECK BOLT	\$0.56
29	AB487	FW POST BOLT	\$0.81

Notes:

1. All prices are FOB Acrow yard and does not include freight, or any taxes if applicable
2. Depending on weight, material can be shipped via UPS or partial truckload.
3. Prices are effective for two years from contract date.
4. Consult Acrow for larger orders.
5. Due to steel price volatility. Acrow may request to reprice prior to contract's end 4/22/2026 20:25