

**State of Florida
Department of Transportation**



INVITATION TO BID

TRUCK MOUNTED GRAPPLER

DOT-ITB-24-9063-CA

AGENCY TERM CONTRACT

EFFECTIVE DATES:

January 23, 2024 – January 22, 2027

VENDOR

PETERSEN INDUSTRIES, INC.

CONTRACT#

CR845

BID SHEET (Page 1 of 2)BID #: DOT-ITB-24-9063-CAFOB: STATEWIDEBID TITLE: Truck Mounted Grappler**Bid Price(s) shall include delivery/freight charges to any Department of Transportation location in Florida****BID AS SPECIFIED OR APPROVED EQUIVALENT**

Line Item #	DESCRIPTION	BID PRICE PER EACH
1)	Specification Number: FC1120 Unit of Equipment: Truck Mounted Grappler Representative models: Petersen TL-3 Grapple or approved equivalent. Make & Model: <u>2024 Petersen TL3</u>	\$110,841 / EA
2)	Truck Mounted Grappler with carrier Specification Number: FC1120 Representative models: Petersen TL-3 Grapple or approved equivalent. Make & Model: <u>2024 Petersen TL3 2025 Freightliner M2 106</u>	\$212,015 / EA
TOTAL PRICE (Line Items 1&2)		\$322,856

DELIVERY: Delivery will be made within 60 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.

BID SHEET (Page 2 of 2)

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: Petersen Industries, Inc. FEID# 59-2979951

Address: 4000 State Road 60 West City, State, Zip: Lake Wales, FL 33859

Phone: (863) 676-1493 E-mail: Nfiler@Petersenind.com

Authorized Signature: _____ Date: _____

Printed/Typed: _____ Title: _____

**FLORIDA DEPARTMENT OF TRANSPORTATION
EQUIPMENT SPECIFICATION**

Specification Number: **FC1120**

Unit of Equipment: **Truck Mounted Grappler**

Representative models: Petersen TL-3 Grapple or approved equivalent.

ATTENTION PROSPECTIVE SUPPLIERS: In order for your bid on this equipment to be considered, all questions in this specification must be answered and all information asked for must be supplied. Incomplete or inappropriate (i.e., responding "yes" or "no" when specific information is asked for) responses will result in your bid being rejected.

- 1.0 INTENT:** It is the intent and purpose of this specification to describe and set standards for truck-mounted grappler, to be used for highway and roadway maintenance.

YES

Understand and acknowledge? (Yes/No)

- 1.1 QUALIFICATION OF MANUFACTURER AND MODEL:** The unit required and covered by this specification must be the manufacturer's latest basic production model and must be equipped with all standard equipment in accordance with the manufacturer's latest data, two copies of which must accompany the bid along with all specifications necessary to verify that the unit meets or exceeds all requirements stated herein.

YES

Understand and acknowledge? (Yes/No)

No prototype machines are allowed. The unit bid must have basically been in production for a minimum of one year.

YES

Comply? (Yes/No)

- 1.1.1** This contract will not be awarded until the FDOT Office of Maintenance is satisfied that the equipment proposed will meet the specification in every way. This may require interviews, documentary evidence, 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 60 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 first and subsequent items are delivered, prior to acceptance.

YES

Understand and acknowledge? (Yes/No)

**FLORIDA DEPARTMENT OF TRANSPORTATION
EQUIPMENT SPECIFICATION**

Specification Number: FC1120

Unit of Equipment: Truck Mounted Grapppler

Representative models: Petersen TL-3 Grapple or approved equivalent.

1.2 DEFINITIONS:

- 1.2.1 "Approved Equivalent".** Bidders may substitute components for those listed only if written approval (FAX is permitted) is granted by the FDOT 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 must not be construed as FDOT approval of such alternate components.

YES

Understand and acknowledge? (Yes/No)

- 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 and obtain approval per 1.2.1. 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 factor to stand up to the sort of use typically expected to be experienced by FDOT operators without structural or functional failure or other consequences such that the item causes or will probably cause excessive down time. The Mechanical Equipment Engineer may accept or reject items bid based on his judgment of compliance with this provision without the necessity for a field trial or may require testing and vendor at his discretion.

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 request is the version to be used.

YES

Understand and acknowledge? (Yes/No)

**FLORIDA DEPARTMENT OF TRANSPORTATION
EQUIPMENT SPECIFICATION**

Specification Number: FC1120

Unit of Equipment: Truck Mounted Grappler

Representative models: Petersen TL-3 Grapple or approved equivalent.

2.0 CARRIER:

Unless option **9.2** for vendor supply of the carrier is exercised, the carrier will be supplied by the FDOT. It is understood that either way the successful bidder will provide a totally finished unit ready for use. The successful bidder must specify to the FDOT the minimum chassis requirements including HP, GVWR, GAWRs, RBM, CA, PTO provisions and any other feature necessary for the proper operation of the grapple unit. **This must be done with the bid package.** Bidder must supply information such that the resulting vehicle will be capable of 65 mph on level pavement. The combined cost of the carrier and the grapple unit will be considered for bid award. The FDOT will notify the successful bidder when the chassis is available for pick up. Pickup and delivery of the unit must be at the Purchase Order destination unless specified otherwise. See applicable option.

YES

Understand and acknowledge? (Yes/No)

- 2.1.1** If Carrier is provided by the vendor, then carrier must be supplied with automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type F, 112 dB (A) factory or dealer installed. ECCO model SA-917N, WHELEN model WBUA112, or approved equivalent.

YES

Comply? (Yes/No)

3.0 GRAPPLER MECHANISM:

3.1 Grappler crane:

- 3.1.1** General: This type of unit will utilize the carrier engine to drive the grapple and provide power for all functions. There will be no auxiliary engine.

YES

Comply? (Yes/No)

- 3.1.2** Grappler crane lift capacity of 7,100 lbs. at 10 feet radius.

7,100 lbs.

Lift capacity at 10 feet radius?

- 3.1.3** Grapple crane must have a minimum reach 20 feet 7 inches.

20 feet 7 inches

Grapple crane reach?

- 3.1.4** The grapple bucket must be equipped with a large cylinder and manifold block to keep hoses out of work areas and maintain both sides working together.

YES

Comply? (Yes/No)

**FLORIDA DEPARTMENT OF TRANSPORTATION
EQUIPMENT SPECIFICATION**

Specification Number: FC1120

Unit of Equipment: Truck Mounted Grappler

Representative models: Petersen TL-3 Grapple or approved equivalent.

- 3.1.5** Outriggers: One (1) pair of H-style adjustable outriggers, minimum. The horizontal and vertical outriggers must act independently of each other.

YES

Comply? (Yes/No)

3.2 DUMP BODY:

- 3.2.1** The debris body must have a dump hoist with a minimum capacity of 23 tons.

23 tons

Hoist capacity?

- 3.2.2** The debris dump body must be a minimum of 168-inch cab to axle, 18 feet in length, 5 feet side height, and a minimum volume of 24 cubic yards.

168-inch, 18-feet, 5-feet, 24-cubic yards

Debris dump body dimensions? (CA, body length, side height, and volume in cubic yards)

- 4.0 TOOLS & ACCESSORIES:** The following must be provided, at a minimum.

- 4.1.1** Dual manual controls for outriggers and loader on both sides of the truck for accessibility and visibility must be provided.

YES

Comply? (Yes/No)

- 4.1.2** A mechanically linked dual joystick control must be provided.

YES

Comply? (Yes/No)

- 4.1.3** A stationary top mount control must be provided.

Walk Through Controls

Comply? (Yes/No)

**FLORIDA DEPARTMENT OF TRANSPORTATION
EQUIPMENT SPECIFICATION**

Specification Number: FC1120

Unit of Equipment: Truck Mounted Grapppler

Representative models: Petersen TL-3 Grapple or approved equivalent.

5.0 PAINTING: All exterior mounted components furnished by the supplier must be painted to match the carriers as described in **Section 2.0**. The complete aerial device must have a finish 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 should include the following steps, as a minimum:

1. All surfaces must be ground smooth with welding slag, burrs and sharp edges removed.
2. All surfaces must be sandblasted to white metal and then immediately receive one (1) coat of rust inhibitive primer.
3. All primed surfaces must 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 must receive two (2) coats of premium grade automotive enamel to match DOT Yellow (DuPont Centari L9069A, Freightliner/Sterling 3258, GM 86, International 4421).
4. All exposed hydraulic cylinder piston rods must be covered to prevent over spray contact during painting.

YES

Comply? (Yes/No)

5.1 CONSPICUITY MARKING: A single 2 in. wide, red/white strip of reflective tape must be applied so as to cause the limits of the truck from any angle to be visible at night when illuminated by oncoming traffic. The tape should be applied at a maximum height of 4 feet but may vary according to truck or body configuration. On the rear of the vehicle the tape will be applied to the upper portion of the bumper. Gaps in the tape where members protrude, or the configuration does not lend itself to tape application will be normal. ORALITE V82 DOT-C2 Conspicuity Sheeting, is an approved source for this type of reflective tape. Their type V82 DOT-C2 Conspicuity Sheeting Red/White is currently being used by the FDOT. Other brands of reflective tape will require prior approval by FDOT.

YES

Comply? (Yes/No)

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:

6.1.2 The destination specified on the Purchase Order, will be the point of delivery. The person(s) named at the end of this specification must 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 non-compliant will be corrected by supplier and brought into compliance before final acceptance.

YES

Comply? (Yes/No)

**FLORIDA DEPARTMENT OF TRANSPORTATION
EQUIPMENT SPECIFICATION**

Specification Number: FC1120

Unit of Equipment: Truck Mounted Grappler

Representative models: Petersen TL-3 Grapple or approved equivalent.

- 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 must be properly serviced, clean, and in first class operating condition upon delivery. Pre-delivery service must 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) Check all operating systems for proper operation and adjustment.
- e) Check equipment visually for leaks, material defects, and any other defects.

YES

Comply? (Yes/No)

6.2 STANDARDS:

- 6.2.1** The unit must 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)

6.3 DOCUMENTATION:

- 6.3.1** Bidders must submit two (2) copies of 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) each lubrication/maintenance manuals and two (2) repair/parts manuals to be delivered with each unit.

YES

Comply? (Yes/No)

**FLORIDA DEPARTMENT OF TRANSPORTATION
EQUIPMENT SPECIFICATION**

Specification Number: FC1120

Unit of Equipment: Truck Mounted Grappler

Representative models: Petersen TL-3 Grapple or approved equivalent.

- 6.4.2** The vendor must 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 X11-inch paper.

YES

Comply? (Yes/No)

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

YES

Warranty information compliance? (Yes/No)

7.0 TRAINING:

- 7.1** The services of a factory technician or technicians, thoroughly trained in the use and operation of the unit, must be furnished for a period of not less than two (2) days, 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)

8.0 WARRANTY:

- 8.1** The vendor must warrant all components of its manufacture and design for a minimum of two (2) years following the date of acceptance and will replace to the FDOT any part found to be faulty in manufacture, design, or workmanship. The warranty must 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 the 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, with exception of the carriers, are subject to the OEM warranty. In any case all warranties must be for a period of at least one (1) year. Dates of warranties are to be the date of acceptance by FDOT. The successful bidder must act as FDOT's agent regarding any warranty claim on OEM warranted components.

YES

Comply? (Yes/No)

**FLORIDA DEPARTMENT OF TRANSPORTATION
EQUIPMENT SPECIFICATION**

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Unit of Equipment: Truck Mounted Grappler

Representative models: Petersen TL-3 Grapple or approved equivalent.

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 price sheet.

YES

Understand and acknowledge? (Yes/No)

- 9.2** Carrier supplied by vendor. Provide complete information on carrier proposed, delivery time, and price. Carrier must be a heavy duty, air conditioned, automatic transmission, diesel powered, and single rear axle conventional chassis-cab. The carrier GVWR must be 33,000 lbs. minimum in any event and the chassis frame RBM must be 1,500,000 in-lbs. minimum in any event. The carrier proposed must have the features necessary for the proper operation of the grapple system. Bidder must supply information such that the resulting carrier and grapple system combination will be capable of 65 mph on a level pavement. The combined cost of the carrier and the grapple system will be considered for bid award. The color must be DOT Yellow (approved equivalents are DuPont Centari L9069A, Freightliner/Sterling 3258, GM 86, International 4421, or Yellow #13538 of FED STD 595a). Pickup and delivery of the unit must be at the Purchase Order destination unless specified otherwise. (See **Section 6.1.2**)

2025 Freightliner M2 106 Plus

Make and Model Bid?

YES

Understand and acknowledge? (Yes/No)

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

10.1 DELIVERY AND ACCEPTANCE:

- 10.1.2** Prior to delivery, a first article inspection may be performed by the Mobile Equipment Manager and his designee at the vendor's facility to ensure that the first machine procured on this contract meets all specification requirements. Preferably, the inspection will take place prior to painting with the unit fully operational. The vendor will advise the contact person(s) named at the end of this specification a minimum of two weeks before the machine will be ready for inspection.

YES

Comply? (Yes/No)

- 10.1.3** Travel costs incurred by FDOT personnel performing the first article inspection must be paid for by the vendor. Estimates for the travel costs should include transportation, meals and lodging for two (2) persons from any location in Florida to the vendor's facility and back with at least one full day allotted for the inspection.

YES

Comply? (Yes/No)

**FLORIDA DEPARTMENT OF TRANSPORTATION
EQUIPMENT SPECIFICATION**

Specification Number: FC1120

Unit of Equipment: Truck Mounted Grappler

Representative models: Petersen TL-3 Grapple or approved equivalent.

- 10.1.4** Items found to not to be in compliance will be corrected and brought into compliance before final acceptance. Travel expenses for additional visits required by FDOT personnel to the vendor's facility to verify correction of deficiencies discovered in the first inspection must also be paid for by the vendor. After all items on the machine are determined to be in compliance, the unit may then be taken by the supplier to the Purchase Order destination. All subsequent units purchased from this contract will be inspected at their Purchase Order destinations for compliance with the specifications.

YES

Comply? (Yes/No)

At the discretion of FDOT, the first article inspection at the vendor's facility may be waived or relocated to a more convenient site, if it is determined that it would be in the best interest of the State. In any case, the machine is still required to fully comply with the specification requirements.

YES

Understand and acknowledge? (Yes/No)

- 10.1.5** 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.

YES

Understand and acknowledge? (Yes/No)

11.0 STANDARDS:

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

YES

Comply? (Yes/No)

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

These must be included with the bid documents.

YES

Comply? (Yes/No)

**FLORIDA DEPARTMENT OF TRANSPORTATION
EQUIPMENT SPECIFICATION**

Specification Number: FC1120

Unit of Equipment: Truck Mounted Grappler

Representative models: Petersen TL-3 Grapple or approved equivalent.

11.2 MANUALS:

11.2.1 Two (2) manufacturer's operator manuals and two (2) each lubrication instructions and maintenance instructions in hard copy, and if available in electronic media for use with a computer, to be delivered with each unit.

YES

Comply? (Yes/No)

11.2.2 The supplier must 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)

Quote

Petersen Industries, Inc.
 4000 SR 60 W
 Lake Wales, FL 33859
 Phone: (800) 930-5623
 email: parts-service@petersenind.com



Quote No	Quote Date	Page
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Bill To

Florida Department of
 605 Suwannee Street, MS 20
 Tallahassee, FL 32399
 US

Ship to

Florida Department of
 605 Suwannee Street, MS
 Tallahassee, FL 32399
 US

END USER: FDOT

Customer No	Slpsn	Payment terms			
63	Nick Filer	Net 30			
Loc	PPD/COL	Ship via	Ship Date		
LW		DRIVE AWAY	A.S.A.P.	Delivery Date:	60 Days After P.O. Re
Qty Ordered	UOM	Item No	Unit price	Disc	Extended price

1.00	EA	LOADER AS CONFIGURED BELOW	72,204.00		72,204.00
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Feature/Kit Components- LOADER

1.00	EA	0.TL3 MODEL TL3 BASE LOADER	1.00		64,983.00
1.00	EA	03.11SAI HEAVY DUTY SWING MOTOR	1.00		0.00
1.00	EA	03.12 STD HT PED STANDARD HEIGHT PEDESTAL	1.00		0.00
1.00	EA	01.11MQCA QUADSTICK MECH CONTROLS (UPGRADE for TL)	1.00		3,253.00
1.00	EA	07.10SB60 STANDARD BUCKET 60"	1.00		0.00
1.00	EA	10.04 BUWL BOOM-UP WARNING LIGHT/AUDIBLE ALARM	1.00		0.00
1.00	EA	12.36 HD HD CONTROL BOX THROTTLE ENGINE KILL & HORN	1.00		0.00
1.00	EA	12.02 TP TANDEM PUMP IN LIEU OF SINGLE 18 GMP	1.00		0.00
1.00	EA	12.21AHW 1 ADDL YEAR HYDRAULIC WARRANTY (TOTAL OF 2 YEARS)	1.00		2,468.00
1.00	EA	11.02 LOADER SINGLE COLOR (ENAMEL) AS DEFINED BELOW	1.00		1,500.00

1.00	EA	8.0 DUMP BODY AS CONFIGURED BELOW	37,887.00		37,887.00
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Feature/Kit Components- 8.0 DUMP BODY

1.00	EA	8.28 1824-HDX MODEL HDX-1824 HARDOX BODY 1/8" SIDES, 3/16" FLOOR	1.00		36,282.00
1.00	EA	8.36 PISWLCD PI SELF-WINDING LOAD COVERING DEVICE (ADD-ON)	1.00		1,310.00
1.00	EA	8.40 S-BD STANDARD BARN DOORS FOR BODY	1.00		0.00
1.00	EA	8.47 WL-BW WIRE LOOM FOR BODY WIRING	1.00		0.00
1.00	EA	10.09 LED LED TYPE BODY LIGHTS, 15 EA.	1.00		0.00

Quote

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 4000 SR 60 W
 Lake Wales, FL 33859
 Phone: (800) 930-5623
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Quote No	Quote Date	Page
20232513	12/28/2023	2

Bill To

Florida Department of
 605 Suwannee Street, MS 20
 Tallahassee, FL 32399
 US

Ship to

Florida Department of
 605 Suwannee Street, MS
 Tallahassee, FL 32399
 US

END USER: FDOT

Customer No	Slspn	Payment terms			
63	Nick Filer	Net 30			
Loc	PPD/COL	Ship via	Ship Date	Delivery Date:	60 Days After P.O. Re
LW		DRIVE AWAY	A.S.A.P.		
Qty Ordered	UOM	Item No	Unit price	Disc	Extended price
	1.00	EA 8.77ANSI ANSI Z245 PACKAGE	1.00		0.00
	1.00	EA 11.03 ADD, LOADER & BODY SAME COLOR (PI COLOR NOT BLACK OR ORANGE)	1.00		295.00
1.00	EA	CHASSIS-OTHER CHASSIS, FOR NEW LOADER 2025 Freightliner M2 106 Cummins B6.7 300 HP 660 LB/FT Torque Allison 3500 RDS Automatic 33,000 GVWR	101,174.00		101,174.00

Cassandra Anderson

SubTotal	211,265.00
Delivery	750.00
Tax	0.00
Total Quote	212,015.00

Signature _____ Date _____
 THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

(C)2022 Petersen Industries	3% Surcharge if paid by Credit card	Credit Card Total	218,375.45
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4000 SR 60 West
Lake Wales, Florida 33859
(863) 676-1493
www.petersenind.com

Trash Lightning Loader® Warranty

Petersen Industries, Inc. ("Petersen") warrants each new Lightning Loader® and/or Trash Body it manufactures and each new part and component sold by Petersen (except those excluded by Section 5 below) to be free from defects in material and workmanship, provided the Lightning Loader® parts and components are operated and maintained in accordance with Petersen's published operating and maintenance instructions applicable thereto. This warranty is subject to the terms and conditions stated below.

1. **Warrantor:** This warranty is granted by Petersen Industries, Inc. 4000 SR 60 West, Lake Wales, Florida 33859. All warranty work must be accomplished by Petersen Industries, Inc. at its factory in Lake Wales, Florida or by such other facility specifically authorized by Petersen. All warranty work performed by a facility other than Petersen must be approved by Petersen in writing prior to commencement of said work.

2. **Parties to Whom Warranty is Extended:** This warranty shall be extended to any buyer and to any person to whom this product is transferred during the duration of this warranty.

3. **Duration of Warranty:** The time periods applicable to the warranty of the specified component parts of this Lightning Loader® are as follows:

- a) Lightning Loader® Major Structural Component Parts - 3 years
- b) Non-hydraulic Replacement Parts - 1 year
- c) Hydraulic Components - 1 year
- d) Dynamic Oil Heavy Duty Rotary Actuator * - 2 years *Does not apply to SAI or HA36*

4. Parts and component parts installed by Petersen are covered by this warranty except those parts and component parts excluded by Section 5 below.

5. **Parts and Components Not Covered:** The following parts and components are not covered by the warranty:

- a) any part or component not installed by Petersen Industries, Inc.;
- b) any part of the vehicle cab, chassis, tires or engine (any warranty of these parts and components is provided by the original manufacturer);
- c) any part or component that shall have been subject to misuse, negligence, or accident;
- d) any part or component that shall have deteriorated from extraordinary wear or exposure;
- e) expendable items that would normally be replaced within the warranty period (e.g. hydraulic hoses on end of boom, brake washers between bucket and boom, oil, filters, light bulbs).

6. **Procedure for Obtaining Performance Under this Warranty:** In order to qualify under this warranty, the owner must notify Petersen Industries, Inc. within thirty (30) days of discovery of the defect and promptly deliver the Lightning Loader® or defective part to Petersen Industries, Inc. at its factory in Lake Wales, Florida, or if requested by Petersen to such other authorized facility designated by Petersen.

Upon receipt of such Lightning Loader®, part or component, if it is found not to be defective in material or workmanship, Petersen shall notify the owner of such fact and request instructions for the return of such Lightning Loader®, part or component to the owner.

All costs of transporting Lightning Loader®(s) to and from Petersen Industries, Inc. or such other authorized facility designated by Petersen shall be paid by owner.

7. **Remedy:** If, within the duration of this warranty, a part or component covered by this warranty proves to be defective in material or workmanship, then the sole and exclusive remedy and Petersen's sole responsibility shall be at Petersen's option, the repairing of the defective part or component or replacing of the same. Parts and labor shall be at the expense of Petersen. The replacement part or component supplied pursuant to this warranty shall be warranted only for the remainder of the warranty period applicable to the defective part or component.

8. **Design Changes:** Petersen reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured.

9. **Exclusion and Disclaimers:** This warranty does not extend to normal maintenance services such as cleaning, greasing, mechanical adjustments and maintenance inspections or to any defect due to the negligence of others, failure to operate or maintain the Lightning Loader® in accordance with the published operating and maintenance instructions furnished by Petersen, unreasonable use, accidents, alteration or wear and tear.

[NO OTHER WARRANTY WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, IS GIVEN BY PETERSEN WITH RESPECT TO ANY NEW LIGHTNING LOADER®, PART OR COMPONENT, OR WITH RESPECT TO ANY WORK, AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY PETERSEN BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF ANY LIGHTNING LOADER®, PART, OR COMPONENT OR OF ITS USE, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OF MANUFACTURE OR OTHERWISE.]

In the event that the provision relieving Petersen of liability for negligence should for any reason be held ineffective, the remainder of this paragraph shall remain in full force and effect.

The obligation of Petersen set forth in Section 7 above shall be the exclusive remedy for any breach of warranty. In no event shall Petersen be liable for any general, consequential, or incidental damages relating to property damages or economic loss, including without limitation any damages for loss of use or loss of profits. No distributor, dealer, agent or employee of Petersen is authorized to extend any other or further warranty or incur any additional obligation on Petersen's behalf in connection with the sale of its products.

ORDERING INSTRUCTIONSBid Number: DOT-ITB-24-9063-CATitle: Truck Mounted Grappler**NOTE: ALL ORDERS SHOULD BE DIRECTED TO:**FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): 59-2979951-001VENDOR: Petersen Industries, Inc.ADDRESS: 4000 State Road 60 WestCITY, STATE, ZIP: Lake Wales, FL 33859TELEPHONE: (863) 676-1493

TOLL FREE NO.: _____

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

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Nicholas Filer (Regional Sales Manager)ADDRESS: 4000 State Road 60 WestCITY, STATE, ZIP: Lake Wales, FL 33859TELEPHONE: (863) 676-1493TOLL FREE NO.: Cell (210) 288-6170E-MAIL ADDRESS: Nfiler@Petersenind.comWEB ADDRESS: www.petersenind.comWill you accept the State of Florida Purchasing Card (VISA)? Yes No

INTRODUCTION SECTION

1) INVITATION

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

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

2) TIMELINE

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

ACTION / LOCATION	DATE	LOCAL TIME
DEADLINE FOR TECHNICAL QUESTIONS - (There is no deadline for administrative questions)	12-20-2023	05:00 PM
BIDS DUE (ON OR BEFORE) - Florida Department of Transportation Central Procurement Office Cassandra Anderson, Procurement Office Phone: (850) 414-4479 CO.Purch@dot.state.fl.us	01-03-2024	09:00 AM
PUBLIC OPENING - Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450	01-03-2024	10:00 AM
POSTING OF INTENDED DECISION/AWARD -	01-09-2024	

3) BID OPENING AGENDA

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

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

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

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

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

4) **SPECIAL ACCOMMODATIONS**

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

5) **CONTRACT USE**

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

6) **ESTIMATED PURCHASES**

The Department anticipates purchasing the estimated quantities, shown on the bid sheet(s), for a one (1) year period of any contract resulting from this bid. The estimated quantities are given only as a guideline for preparing your bid and should not be construed as representing the actual quantities to be purchased under this contract. The Vendor(s) shall supply, at bid prices, the actual quantities ordered regardless of whether the total of such quantities 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:

Cassandra Anderson 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 e-mail address above.

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

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

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

5) **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

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

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

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

8) INTENDED AWARD

As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof: on a geographical district basis and / or on a statewide basis with one or more suppliers to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions, unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statute. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise
2. Section 287.087, Florida Statute; Drug Free Workplace
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 Price Proposal.

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 WORKPLACE" 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 bound document labeled "Attachment to Invitation to Bid, Number DOT-ITB-24-9063-CA - 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-24-9063-CA: **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

27) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire bid will be returned to the bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified 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 Bid System (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 postconsumer 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 Warehouses, 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

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

35) OPEN PURCHASE ORDERS

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

36) INVOICING

Invoices must match units specified on the Purchase Order.

37) FORMS

The Bidder must complete all required items below and submit them as part of the Bid package. Any Bid in which these forms are not used or in which these forms are improperly executed may be considered non-responsive and the bid may be subject to rejection.

Bid Sheet
 Drug-Free Workplace Program Certification (if applicable)
 In-State Preference
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
 Ordering Instructions
 Equipment Specifications Forms

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

General Instructions to Respondents (PUR 1001)

General Contract Conditions (PUR 1000)

Introduction Section