



**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

**MEMORANDUM NO. DOT-ITB-22-9009-JM-3**

**AMENDMENT NO. 3  
AGENCY TERM CONTRACT FOR ADOPT-A-HIGHWAY ITEMS  
BID NO. DOT-ITB-22-9009-JM**

THIS AMENDMENT, to be effective on June 20, 2023, between VENDOR and the State of Florida, Department of Transportation (“Department”), modifies the Contract between the parties dated December 27, 2021.

WHEREAS, the Department has determined it necessary to amend the agreement to update the pricing for Line Item 9: Trash Tongs (DOT #339210) as awarded to Heatherdale Stitchery as noted below.

**Original Pricing**

TRASH TONGS				
<b>ITEM #9 – Trash Tongs (DOT #339210)</b> Dramm Premium Pickup Sticks, Silver PSTX <b>No Substitutions</b>				
<b>BRAND BID &amp; PART #:</b>				
<b>Dramm Premium Pickup Sticks</b>	\$17.88 each	\$286.20 per case	16 (qty. per case)	Heatherdale Stitchery

**New Pricing**

TRASH TONGS				
<b>ITEM #9 – Trash Tongs (DOT #339210)</b> Dramm Premium Pickup Sticks, Silver PSTX <b>No Substitutions</b>				
<b>BRAND BID &amp; PART #:</b>				
<b>Dramm Premium Pickup Sticks</b>	\$20.38 each	\$326.08 per case	16 (qty. per case)	Heatherdale Stitchery

NOW, THEREFORE, in addition to any other rights set forth in the Contract, the Parties agree as follows:

- Per Special Condition 30: Price Adjustments of the Solicitation Document, 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.” The pricing for Line Item 9 is hereby increased as indicated above. This price increase is also reflected in the price sheets within the contract document.

This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. All other terms and conditions of the Contract shall remain in full force and effect.



*Florida Department of Transportation*

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**MEMORANDUM NO. DOT-ITB-22-9009-JM-2**

**AMENDMENT NO. 2  
AGENCY TERM CONTRACT FOR ADOPT-A-HIGHWAY ITEMS  
BID NO. DOT-ITB-22-9009-JM**

THIS AMENDMENT, to be effective on June 20, 2023, between VENDOR and the State of Florida, Department of Transportation ("Department"), modifies the Contract between the parties dated December 27, 2021.

WHEREAS, the Department has determined it necessary to amend the agreement to update the contract numbers for each vendor.

NOW, THEREFORE, in addition to any other rights set forth in the Contract, the Parties agree as follows:

- The State of Florida implemented a new eProcurement System. The original contract numbers for Safety Products, Inc. (CR13467) and Heatherdale Stitchery (CR13468) was not migrated from Legacy MFMP to the new AOD System, thus the contracts had to be recreated within the new system with a new contract number. The New Contract Numbers are noted as follows:

Safety Products, Inc. – CR713  
Heatherdale Stitchery – CR714

This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. All other terms and conditions of the Contract shall remain in full force and effect.



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

**MEMORANDUM NO. DOT-ITB-22-9009-JM-1**

**AMENDMENT NO. 1  
AGENCY TERM CONTRACT FOR ADOPT-A-HIGHWAY ITEMS  
BID NO. DOT-ITB-22-9009-JM**

THIS AMENDMENT, to be effective on June 20, 2023, between VENDOR and the State of Florida, Department of Transportation ("Department"), modifies the Contract between the parties dated December 27, 2021.

WHEREAS, the Department has determined it necessary to amend the agreement to executed an assignment agreement for Heatherdale Stitchery as the vendor has changed their FEID number.

NOW, THEREFORE, in addition to any other rights set forth in the Contract, the Parties agree as follows:

- The assignment agreement to update the FEID number of Heatherdale Stitchery is executed as of June 20, 2023, and is attached hereto and made a part of this contract. All orders must be issued to the corrected FEID number as shown within the below contracting document.

This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. All other terms and conditions of the Contract shall remain in full force and effect.

**ASSIGNMENT AGREEMENT**

Modification / Amendment No. 1 / 1 for Contract No. CR13468  
 Financial Project I.D. \_\_\_\_\_  
 Vendor No. F26-3038825-001  
 Procurement No. DOT-ITB-22-9009-JM  
 DMS Catalog Class No. \_\_\_\_\_

This Agreement of Assignment made and effective this 20th day of June, 2023,  
 among Heatherdale Stitchery LLC ("Assignor"),  
Heatherdale Stitchery LLC ("Assignee")  
 and the State of Florida Department of Transportation ("Department"),

**WITNESSETH:**

WHEREAS, Assignor has entered into Agreement No. CR13468 (hereinafter "the Agreement") dated December 27, 2021 with the Department; and the Department retained the Vendor to perform Adopt-A-Highway Items.

WHEREAS, said Agreement is by its terms assignable only upon the prior written consent of the Department; and

WHEREAS, the Assignor desires to assign the Agreement to Assignee and Assignee is willing to perform all remaining duties and obligations under the Agreement;

NOW, THEREFORE, for good and valuable consideration flowing among the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. Assignor hereby grants, bargains, sells, conveys, transfers, assigns, and sets over its entire duties under the Agreement to Assignee subject to the covenants and conditions herein mentioned.
2. Assignee hereby assumes all obligations of Assignor under the Agreement for all work undertaken by Assignor prior to the effective date of Assignment of the Agreement including but not limited to existing liabilities and subconsultant obligations; and Assignee hereby assumes the Agreement and will hereafter perform faithfully all of the covenants, stipulations and agreements contained therein.
3. Assignor and Assignee hereby request that the Department consent to the assignment of the Agreement to the Assignee.
4. The Department consents to the assignment of the Agreement to Assignee; provided, however, the Department's consent to this transfer will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments and will not constitute a release of Assignor under the Agreement to the extent of Assignor's performance up to the effective date of this Assignment or to the extent of Assignee's failure to perform under the Agreement hereafter, it being understood that this Assignment will not be deemed to effect a novation. Assignor will remain fully liable for all obligations of the Agreement.
5. All sums which become payable by the Department under this Agreement for services rendered on and after the date of this assignment agreement will be made to the Assignee, as between Assignor and Assignee. In the event a dispute arises between Assignor and Assignee as to the allocation or division of the Department's payment between Assignor and Assignee, such dispute will be resolved strictly between Assignor and Assignee and the department will have no liability or responsibility whatsoever in regard to resolving any such dispute. Assignor and Assignee hereby agree that, when the Department will have made payments pursuant to the Agreement, regardless of whether such payments have heretofore been made to Assignor or hereafter to Assignee, which in the aggregate are equal to the total sums payable by the Department under the Agreement, such payment will constitute satisfaction in full of the Department's obligation to pay the sums which it is obligated to pay pursuant to the Agreement. With respect to work and materials heretofore furnished by Assignor pursuant to the Agreement, Assignor will, to the extent that it has not heretofore been paid for such work and materials by the Department, look solely to Assignee for payment for such work and materials.
6. Assignee specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental agreements will be granted due to this Assignment or the duplication of any services of Assignor by

**ASSIGNMENT AGREEMENT**

Assignee, it being understood that Assignee will stand in the place of Assignor as though no assignment has occurred.

7. Assignor hereby represents, and Assignee hereby accepts, that there are no claims or demands against the Department arising out of or related to the performance under the Agreement prior to the effective date hereof, except for contractual compensation which may not have yet been paid, and any such claims, other than contractual compensation, are hereby waived and released.

**ASSIGNOR:** Heatherdale Stitchery LLC  
Vendor Name

**VENDOR NO:** F26-3038825-001

**BY:** Linda O'Neil  
Authorized Signature

Linda O'Neil

(Print/Type)

Owner

TITLE

**ASSIGNEE:** Heatherdale Stitchery, LLC  
Vendor Name

**VENDOR NO:** F87-4546366-001

**BY:** Linda O'Neil  
Authorized Signature

Linda O'Neil

(Print/Type)

Owner

TITLE

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

**BY:** Dan Hurtado  
Authorized Signature

Dan Hurtado

(Print/Type)

Chief Engineer

TITLE

**LEGAL REVIEW:** Larry Kingers

DocuSigned by:  
E468A823F45C406...

**State of Florida  
Department of Transportation**



INVITATION TO BID  
**ADOPT-A-HIGHWAY ITEMS**

**DOT-ITB-22-9009-JM**

**EFFECTIVE DATES**  
**December 27, 2021 – December 26, 2024**

**VENDOR**

Safety Products, Inc. – CR713 (formerly CR13467)  
Heatherdale Stitchery – CR714 (formerly CR13468)

**BID SHEET** (Page 1 of 3)BID #: DOT-ITB-22-9009-JMFOB: StatewideBID TITLE: Adopt-A-Highway ItemsBID AS SPECIFIED – **ALTERNATIVE BRANDS WILL NOT BE CONSIDERED FOR THIS BID.**

The DOT # is an internal number for our Warehouse Inventory System, it is not a part number.

ITEM	EACH PRICE	CASE PRICE	CASE QUANTITY	VENDOR
<b>SAFETY VEST</b> Model # V210P Cordova or Model # 1285-O IronWear				
<b>ITEMS #1 – 8: Safety Vest ANSI/ISEA Approved; Class 2, Fluorescent Orange</b> Vest will be plain, no logos or <b>identification marks of any kind</b> . Vendor should bid all sizes listed below there will be only one vendor award the vest. The Warehouses will order on an as needed basis but will order in case quantities whenever possible.				
<b>BRAND BID:</b>				
<b>Item #1 - Small Vest (DOT #111825)</b> <b>Part # Cordova V210P</b>	\$3.26	\$78.24	24	Safety Products Inc.
<b>Item #2 – Medium Vest (DOT #111826)</b> <b>Part # Cordova V210P</b>	\$3.26	\$78.24	24	Safety Products Inc
<b>Item #3 – Large Vest (DOT #111827)</b> <b>Part # Cordova V210P</b>	\$3.26	\$78.24	24	Safety Products Inc
<b>Item #4 – X-Large Vest (DOT #111828)</b> <b>Part # Cordova V210P</b>	\$3.26	\$78.24	24	Safety Products Inc
<b>Item #5 – 2XL Vest (DOT #111829)</b> <b>Part # Cordova V210P</b>	\$3.26	\$78.24	24	Safety Products Inc
<b>Item #6 – 3XL Vest (DOT #111830)</b> <b>Part # Cordova V210P</b>	\$3.26	\$78.24	24	Safety Products Inc
<b>Item #7 – 4XL Vest (DOT #111831)</b> <b>Part # Cordova V210P</b>	\$3.26	\$78.24	24	Safety Products Inc
<b>Item #8 – 5XL Vest (DOT # 111832)</b> <b>Part # Cordova V210P</b>	\$3.26	\$78.24	24	Safety Products Inc



**BID SHEET** (Page 2 of 3)BID #: DOT-ITB-22-9009-JMFOB: StatewideBID TITLE: Adopt-A-Highway ItemsBID AS SPECIFIED – **ALTERNATIVE BRANDS WILL NOT BE CONSIDERED FOR THIS BID.**

The DOT # is an internal number for our Warehouse Inventory System, it is not a part number.

<b>TRASH TONGS</b>				
<b>ITEM #9 – Trash Tongs (DOT #339210)</b> Dramm Premium Pickup Sticks, Silver PSTX <b>No Substitutions</b>				
<b>BRAND BID &amp; PART #:</b>				
<b>Dramm Premium Pickup Sticks</b>	\$20.38	\$326.08	16	Heatherdale Stitchery
<b>TRASH BAGS</b>				
<b>ITEM #10 – Trash Bags (DOT #924004)</b> Contractor bags, Polyethylene, Color: bright orange, 40 - 45-gallon, 3.0 mil. thick, heavy duty				
<b>BRAND BID &amp; PART #:</b>	<b>PRICE PER CASE</b>			
<b>Plastic Place CON50RNG</b>				
<b>CASES 1 – 7</b>		\$72.72	50	Heatherdale Stitchery
<b>CASES 8 – 24</b>		\$59.83	50	Heatherdale Stitchery
<b>CASES 25 – 99</b>		\$57.28	50	Heatherdale Stitchery
<b>CASES 100+</b>		\$53.30	50	Heatherdale Stitchery

**BID SHEET** (Page 3 of 3)BID #: DOT-ITB-22-9009-JM FOB: StatewideBID TITLE: Adopt-A-Highway ItemsBID AS SPECIFIED – **ALTERNATIVE BRANDS WILL NOT BE CONSIDERED FOR THIS BID.****DELIVERY:** Delivery will be made within \_\_\_\_\_ days after receipt of Purchase Order.

Is this product available with recycled content? \_\_Yes \_\_No

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

**RENEWAL:** see Introduction Section #7.

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

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

Bidder: \_\_\_\_\_ FEID# \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed/Typed: \_\_\_\_\_ Title: \_\_\_\_\_

**ORDERING INSTRUCTIONS**

MFMP Contract No.: CR13467

Bid Number: DOT-ITB-22-9009-JM

Title: Adopt-A-Highway Items

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): 59-2282857-001

VENDOR: Safety Products, Inc.

ADDRESS: 3517 Craftsman Blvd.

CITY, STATE, ZIP: Lakeland, Florida 33803

TELEPHONE: 863.665.3601

TOLL FREE NO: 800-336-6860

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

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Karen Cornelius, Gov. Bid Coord.

ADDRESS: 3517 Craftsman Blvd.

CITY, STATE, ZIP: Lakeland, Florida 33803

TELEPHONE: 863.665.3601

TOLL FREE NO: 800-336-6860

E-MAIL ADDRESS: [kcornelius@spisafety.com](mailto:kcornelius@spisafety.com)

WEB ADDRESS: [www.spisafety.com](http://www.spisafety.com)

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

**ORDERING INSTRUCTIONS**

MFMP Contract No.: CR13468

Bid Number: DOT-ITB-22-9009-JM

Title: Adopt-A-Highway Items

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): 87-4546366-001

VENDOR: Heatherdale Stitchery

ADDRESS: 4650 Ridge Pointe Drive

CITY, STATE, ZIP: Pace, Florida 32571

TELEPHONE: 585.747.1395

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

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

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Linda R. Oneill, Owner

ADDRESS: 4650 Ridge Pointe Drive

CITY, STATE, ZIP: Pace, Florida 32571

TELEPHONE: 585.747.1395

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

E-MAIL ADDRESS: [linda@heatherdalestitchery.com](mailto:linda@heatherdalestitchery.com)

WEB ADDRESS: [www.heatherdalestitchery.com](http://www.heatherdalestitchery.com)

Will you accept the State of Florida Purchasing Card (VISA)?  X  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 Adopt-A-Highway Items 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 Bid System at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) (click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
<b>DEADLINE FOR TECHNICAL QUESTIONS -</b> (There is no deadline for administrative questions)	<b>07-30-2021</b>	<b>5:00 PM EST</b>
<b>BIDS DUE (ON OR BEFORE) -</b> <a href="mailto:CO.Purch@dot.state.fl.us">CO.Purch@dot.state.fl.us</a> (See Special Condition 26)	<b>08-12-2021</b>	<b>1:00 PM EST</b>
<b>PUBLIC OPENING -</b> Florida Department of Transportation Central Procurement Office Attn: Jadena Martin, Procurement Agent 605 Suwannee Street, Room 479 Tallahassee, Florida 32399-0450	<b>08-12-2021</b>	<b>2:00 PM EST</b>
<b>POSTING OF INTENDED DECISION/AWARD -</b>	<b>08-23-2021</b>	

## 3) BID OPENING AGENDA

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

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

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

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

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

## 4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall contact the contact person at the phone number, e-mail address provided on

the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

**5) CONTRACT USE**

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

**6) ESTIMATED PURCHASES**

It is anticipated that the Department will purchase approximately \$45,000.00 under any contract resulting from this bid. This estimated amount is given only as a guideline for preparing your bid and should not be construed as representing an actual amount to be purchased under this contract. The Vendor(s) shall supply, at bid prices, the actual amounts ordered regardless of whether the total of such amounts is more or less than anticipated. This bid and the resulting contract will be subject to annual appropriated funding.

**7) RENEWAL**

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

**SPECIAL CONDITIONS**

**1) MyFloridaMarketPlace**

BIDDERS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration or call 1-866-352-3776 for assisted registration.

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

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

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

**3) QUESTIONS & ANSWERS**

In accordance with section 287.057(23), 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 Bid System at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) (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:  
Jadena Martin, Procurement Agent, [Jadena.Martin@dot.state.fl.us](mailto:Jadena.Martin@dot.state.fl.us)

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: **(850) 414-4482**

#### **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 Bid System at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) (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 NOT BE CONSIDERED FOR THIS BID. BID AS SPECIFIED.

## 11) WARRANTY/SUBSTITUTIONS

A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from these criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.



## **12) REPLACEMENT/RESTOCKING**

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

## **13) PRODUCT REQUIREMENTS/SPECIFICATIONS**

Items furnished shall be standard products of the manufacturer or their suppliers, shall be new, unused, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use.

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible, therefore. Deviations must be explained in detail on separate attached sheet(s).

## **14) ACCEPTANCE**

All items listed in the specifications, delivered to the Department not meeting specifications or found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for 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-22-9009-JM - 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:

### Electronic Bid Submittals

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-22-9009-JM - (Insert Bidder Name)**
- b) Email shall contain one file attachment marked as the following: **DOT-ITB-22-9009-JM Bid Submittal**
- c) Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- d) The body of the email shall not contain any information
- e) Bids shall be submitted to: [CO.Purch@dot.state.fl.us](mailto:CO.Purch@dot.state.fl.us)

It is the bidder's responsibility to assure that the bid is delivered to the proper place **on or before** the Bid Due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so delivered, will not be considered.

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

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire bid will be 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 Bid System at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu), on the date and time 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 post-consumer recovered materials. If the item(s) specified in the Technical Specification is available with recycled content, we request that you provide product information to help in our search for recycled products. However, this bid request is for the product as specified herein and does not require prices for recycled product. This information should be sent as part of your bid response or may be sent separately.

### **30) PRICE ADJUSTMENTS**

The Department may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The Vendor shall provide thirty (30) days written notice to the Department and written approval from the Department is required. Documentation of cost adjustments shall be provided by the Vendor to the Department.

### **31) DELIVERY LOCATION(S)**

The Department has seven (7) remote District Offices located in Bartow, Lake City, Chipley, Ft. Lauderdale, Deland, Miami, and Tampa, but bid prices will include delivery to Department locations, statewide.

### **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

### **38) TERMS AND CONDITIONS**

#### **38.1 General Contract Conditions (PUR 1000)**

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document will take precedence over the PUR 1000 form where applicable.

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

The following paragraphs do not apply to this Invitation to Bid:  
Paragraph 31, Dispute Resolution - PUR 1000  
Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

#### **38.2 General Instructions to Respondents (PUR 1001)**

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this Invitation to Bid:  
Paragraph 3, Electronic Submission – PUR 1001  
Paragraph 4, Terms and Conditions – PUR 1001  
Paragraph 5, Questions – PUR 1001

#### **38.3 MFMP Purchase Order Terms and Conditions**

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

[http://www.dms.myflorida.com/content/download/117735/646919/Purchase\\_Order\\_Terms\\_Sept\\_1,\\_2015\\_.pdf](http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf)

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

### **39) ORDER OF PRECEDENCE**

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

Special Conditions  
Bid Sheet  
MFMP Purchase Order Terms and Conditions  
Section 8(B), PRIDE, is not applicable when using federal funds  
General Instructions to Respondents (PUR 1001)  
General Contract Conditions (PUR 1000)  
Introduction Section

#### **40) CLARIFICATIONS/REVISIONS**

Before award, the Department reserves the right to seek clarifications, to request proposal revisions, and to request any information deemed necessary for proper evaluation of proposals from all offers deemed eligible for Contract award. Failure to provide requested information may result in rejection of the proposal.

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

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Contract (“CR”) No.: CR13467 and CR13468

Appropriation Bill Number(s) / Line Item Number(s) for 1<sup>st</sup> year of  
contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_  
(required for contracts in excess of \$5 million)

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the Department’s  
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 reprourement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516
- I. Records of costs incurred under terms of this Contract shall be maintained and made available upon request to the Department at all times during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Vendor's general accounting records and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

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

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

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

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

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

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

**5. COMPLIANCE WITH LAWS**

- A.** The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Contract. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

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

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

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

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

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

## 6. TERMINATION AND DEFAULT

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

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

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

## 7. ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

8. MISCELLANEOUS

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

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

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