

RON DESANTIS GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 KEVIN J. THIBAULT, P.E. SECRETARY

June 25, 2019

MEMORANDUM NO: ITB-DOT-16/17-9044-GH-5

TO: Vendor Address

Department Address

FROM: Procurement Office

SUBJECT: DOT Contract ITB-DOT-16/17-9044-GH

Attenuator Parts - Supplemental Bid # DOT-ITB-19-9099-GH

CR9942 - Striping Service & Supply

 This contract is being amended to add the supplemental item awarded to the subject vendor in accordance with DOT-ITB-19-9099-GH. The contract Price Sheet and Ordering Instructions have been updated to reflect these changes.

Any question on delivery or service that may arise regarding this contract should be directed to Gloria Dixon at Gloria.dixon@dot.state.fl.us or 850-410-5693



RON DESANTIS GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 KEVIN J. THIBAULT, P.E. SECRETARY

May 6, 2019

MEMORANDUM NO: ITB-DOT-16/17-9044-GH-4

TO: Vendor Address

Department Address

FROM: Procurement Office

SUBJECT: DOT Contract ITB-DOT-16/17-9044-GH

Attenuator Parts - Supplemental Bid Items CR9941 - National Truck & Equipment

• This contract is being amended to remove the supplemental items awarded to the subject vendor in accordance with ITB-DOT-1718-9090-GH. The contract Price Sheet and Ordering Instructions have been updated to reflect these changes.

Any question on delivery or service that may arise regarding this contract should be directed to Gloria Dixon at Gloria.dixon@dot.state.fl.us or 850-410-5693



RICK SCOTT GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 MIKE DEW SECRETARY

June 19, 2018

MEMORANDUM NO: ITB-DOT-16/17-9044-GH-3

TO: Vendor Address

Department Address

FROM: Greg Hill, Procurement Agent

SUBJECT: Attenuator Parts - Supplemental Bid Items

National Truck & Equipment Striping Services & Supply

- This contract is being amended to add the supplemental items awarded to the subject vendors in accordance with ITB-DOT-1718-9090-GH. The contract Price Sheet and Ordering Instructions have been updated to reflect these changes.
- The following language (omitted from the original ITB) is also being added to the Price Sheets:

The Department will decide if orders are to be shipped via box or pallet based on Warehouse/Distribution needs. Orders for quantities fitting 5 or more pallets will be shipped on pallets via Freight Company unless otherwise requested by the Department. Orders for quantities less than 5 pallets will be shipped in boxes unless otherwise requested by the Department.

Any question on delivery or service that may arise regarding this contract should be directed to Gloria Dixon at Gloria.dixon@dot.state.fl.us or 850-410-5693



RICK SCOTT GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450

MIKE DEW SECRETARY

March 19, 2018

MEMORANDUM NO: ITB-DOT-16/17-9044-GH-2

TO: Vendor Address

Department Address

FROM: Greg Hill, Procurement Agent

SUBJECT: Attenuator Parts

CR8334- National TMA LLC

The subject contract is being amended to remove National TMA, LLC from the contract.

Any question on delivery or service that may arise regarding this contract should be directed to Gloria Dixon at Gloria.dixon@dot.state.fl.us or 850-410-5693



RICK SCOTT GOVERNOR 605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW SECRETARY

July 27, 2017

MEMORANDUM NO: ITB-DOT-16/17-9044-GH-1

TO: Vendor Address

Department Address

FROM: Greg Hill, Procurement Agent

SUBJECT: Attenuator Parts

CR8334- National TMA LLC

The subject contract is being amended to change the contact person's name and phone number for National TMA, LLC. See revised Ordering Instructions enclosed.

Any question on delivery or service that may arise regarding this contract should be directed to Gloria Dixon at Gloria.dixon@dot.state.fl.us or 850-410-5693

State of Florida Department of Transportation



AGENCY TERM CONTRACT

ATTENUATOR PARTS

INVITATION(s) TO BID

ITB-DOT-16/17-9044-GH

ITB-DOT-16/17-9044-GH Rebid

ITB-DOT-17/18-9090-GH

DOT-ITB-19-9099-GH

<u>EFFECTIVE DATES</u> 01/05/2017 - 01/04/2020

| VENDORS | MFMP CONTRACT# |
|-------------------------------|----------------|
| CLOVERLEAF CORPORATION | CR8333 |
| ROADSAFE TRAFFIC SYSTEMS, INC | C. CR8453 |
| GULF MATERIAL SALES, INC. | CR8454 |
| STRIPING SERVICE and SUPPLY | CR9942 |

PRICE SHEET: Lindsay Transportation Brand

| ITEM # | Description/Model # Lindsay Transportation Brand | Unit Price | Box/ Pallet Qty. | VENDOR |
|--------|---|-------------|------------------------|------------|
| 1 | Sliding Fender Panel Brand: TAU II – Part # B010202 APL#_ 544-000-045 | \$350.00 | 50 | CLOVERLEAF |
| 2 | Mid Support Diaphragm Brand: TAU II – Part # B010530 APL#544-000-045 | \$965.00 | 7 | CLOVERLEAF |
| 3 | Nose Assembly – black Brand: TAU II – Part # B030516 APL#544-000-045 | \$480.00 | 30 | CLOVERLEAF |
| 4 | Slider Bolt Assembly Brand: TAU II – Part # B020212 APL# <u>544-000-045</u> | \$68.75 | 4 | CLOVERLEAF |
| 5 | Cartridge Type A Brand: TAU II – Part # B010802 APL#544-000-045 | \$480.00 | 4 | CLOVERLEAF |
| 6 | Cartridge Type B Brand: TAU II – Part # B010722 APL# 544-000-045 | \$480.00 | 4 | CLOVERLEAF |
| 7 | Front Support Leg Brand: TAU II – Part # K001005 APL#544-000-045 | \$111.00 | 1 | CLOVERLEAF |
| 8 | Front Support Diaphragm Brand: TAU-11 – Part #B010530 APL#544-000-045_ | \$855.00 | 7 | CLOVERLEAF |
| 9 | XL Bulkhead Brand: TAU-11 – Part #B030521W APL# <u>544-000-045</u> | \$946.00 | 7 | CLOVERLEAF |
| 10 | Truck Mounted Attenuator U-Mad TMA APL# <u>102-027-010</u> | \$17,700.00 | 1 | CLOVERLEAF |
| 11 | Trailer Mounted Attenuator U-Mad Attenuator 100K APL#_ <u>102-037-002</u> | \$21,700.00 | 1 | CLOVERLEAF |
| 12 | Trailer Mounted Attenuator TTMA-100 APL#_ 102-037-003 | \$16,500.00 | 1 | CLOVERLEAF |

The Department will decide if orders are to be shipped via box or pallet based on Warehouse/Distribution needs. Orders for quantities fitting 5 or more pallets will be shipped on pallets via Freight Company unless otherwise requested by the Department. Orders for quantities less than 5 pallets will be shipped in boxes unless otherwise requested by the Department.

| ITEM # | Description/Model # | Unit Price | VENDOR |
|--------|---|-------------|--------------------------------|
| 1 | Attenuator 24" wide w/Concrete Anchors TL3 Brand: SCI Part #270128 DOT COMMODITY # NOT ASSIGNED APL# | \$21,200.00 | Roadsafe Traffic Systems |
| 2 | Attenuator 24" wide w/Asphalt Anchors TL3 Brand: SCI Part #270127 DOT COMMODITY # NOT ASSIGNED APL# | \$21,800.00 | Roadsafe Traffic Systems |
| 3 | Attenuator 24" wide w/Concrete Anchors TL2 Brand: SCI Part #270126 DOT COMMODITY # NOT ASSIGNED APL# | \$16,500.00 | Roadsafe Traffic Systems |
| 4 | Attenuator 24" wide w/Asphalt Anchors TL2 Brand: SCI Part #270125 DOT COMMODITY # NOT ASSIGNED APL# | \$16,900.00 | Roadsafe Traffic Systems |
| 5 | Bolt Kit (48 pcs) Concrete Anchor 3/4" X 7" TL3 Brand: SCI Part #270667 DOT COMMODITY # NOT ASSIGNED APL# | \$416.00 | Roadsafe Traffic Systems |
| 6 | Bolt Kit (48 pcs) Asphalt Anchor 3/4" X 18" TL3 Brand: SCI Part #270663 DOT COMMODITY # NOT ASSIGNED APL# | \$1,137.00 | Roadsafe Traffic Systems |
| 7 | Bolt Kit (34 pcs) Concrete Anchor 3/4" X 7" TL2 Brand: SCI Part #270666 DOT COMMODITY # NOT ASSIGNED APL# | \$309.00 | Roadsafe Traffic Systems |
| 8 | Bolt Kit Asphalt Anchor 3/4 " X 18" TL2 Brand: SCI Part #270664 DOT COMMODITY # NOT ASSIGNED APL# | \$770.00 | Roadsafe Traffic Systems |
| 9 | Epoxy 28 oz. Cartridge and Nozzle Brand: SCI Part #271242 DOT COMMODITY # NOT ASSIGNED APL# | \$41.00 | Roadsafe Traffic Systems |
| 10 | Epoxy Kit for TL3 Concrete Attenuator Brand: SCI Part #272612 DOT COMMODITY # NOT ASSIGNED APL# | \$166.00 | Roadsafe Traffic Systems |
| 11 | Epoxy Kit for TL3 Asphalt Attenuator Brand: SCI Part #272610 DOT COMMODITY # NOT ASSIGNED APL# | \$497.00 | Roadsafe Traffic Systems |

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| 12 | Epoxy Kit for TL2 Concrete Attenuator Brand: SCI Part #272611 DOT COMMODITY # NOT ASSIGNED APL# | \$124.00 | Roadsafe Traffic Systems |
|----|--|----------|--------------------------------|
| 13 | Epoxy Kit for TL2 Asphalt Attenuator Brand: SCI Part #272609 DOT COMMODITY # NOT ASSIGNED APL# | \$373.00 | Roadsafe Traffic Systems |
| 14 | Nozzle Epoxy Mixing Brand: SCI Part #273113 DOT COMMODITY # NOT ASSIGNED APL# | \$3.00 | Roadsafe Traffic Systems |
| 15 | Dispenser Epoxy Brand: SCI Part #2701946 DOT COMMODITY # NOT ASSIGNED APL# | \$234.00 | Roadsafe Traffic Systems |
| 16 | Bolt Shear Brand: SCI Part #270683 DOT COMMODITY # NOT ASSIGNED APL# | \$2.00 | Roadsafe Traffic Systems |
| 17 | Reset Parts Kits TL3 Brand: SCI Part #272621 DOT COMMODITY # NOT ASSIGNED APL# | \$117.00 | Roadsafe Traffic Systems |
| 18 | Reset Parts for Kit TL2 Brand: SCI Part #272620 DOT COMMODITY # NOT ASSIGNED APL# | \$106.00 | Roadsafe Traffic Systems |
| 19 | Panel Side TL2 & TL3 Brand: SCI Part #273401 DOT COMMODITY # NOT ASSIGNED APL# | \$229.00 | Roadsafe Traffic Systems |
| 20 | Panel Sled Brand: SCI Part #273402 DOT COMMODITY # NOT ASSIGNED APL# | \$506.00 | Roadsafe Traffic Systems |
| 21 | Panel Rear Brand: SCI 273399 DOT COMMODITY # NOT ASSIGNED APL# | \$199.00 | Roadsafe Traffic Systems |
| 22 | Keeper Side #3 (Sled Panels) TL2 & TL3 Brand: SCI Part #272597 DOT COMMODITY # NOT ASSIGNED APL# | \$30.00 | Roadsafe Traffic Systems |

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| 23 | Keeper Side #1 (Side Panels) TL2 & TL3 Brand: SCI Part #272593 DOT COMMODITY # NOT ASSIGNED APL# | \$27.00 | Roadsafe Traffic Systems |
|----|--|------------|--------------------------------|
| 24 | Sled (with guide rollers) 24" TL3 Brand: SCI Part #274649 DOT COMMODITY # NOT ASSIGNED APL# | \$2,406.00 | Roadsafe Traffic Systems |
| 25 | Sled (with guide rollers) 24" TL2 Brand: SCI Part #274648 DOT COMMODITY # NOT ASSIGNED APL# | \$2,263.00 | Roadsafe Traffic Systems |
| 26 | Panel Delineator (Painted Yellow) TL3 Brand: SCI Part #273378 DOT COMMODITY # NOT ASSIGNED APL# | \$110.00 | Roadsafe Traffic Systems |
| 27 | Panel Delineator (Painted Black) TL3 Brand: SCI Part #273386 DOT COMMODITY # NOT ASSIGNED APL# | \$107.00 | Roadsafe Traffic Systems |
| 28 | Panel Delineator Diamond Grade Chevron 6 inch stripes TL3 Brand: SCI Part #273381 DOT COMMODITY # NOT ASSIGNED APL# | \$184.00 | Roadsafe Traffic Systems |
| 29 | Panel Delineator Diamond Grade Left 6 inch stripes TL3 Brand: SCI Part #273383 (48 pc kit) DOT COMMODITY # NOT ASSIGNED APL# | \$184.00 | Roadsafe Traffic Systems |
| 30 | Panel Delineator Diamond Grade Right 6 inch stripes TL3 Brand: SCI Part #273389 (48 pc kit) DOT COMMODITY # NOT ASSIGNED APL# | \$184.00 | Roadsafe Traffic Systems |
| 31 | Panel Delineator (Painted Yellow) TL2 (34 pc kit) Brand: SCI Part #273380 DOT COMMODITY # NOT ASSIGNED APL# | \$99.00 | Roadsafe Traffic Systems |
| 32 | Panel Delineator (Painted Black) TL2 Brand: SCI Part #273385 DOT COMMODITY # NOT ASSIGNED APL# | \$96.00 | Roadsafe Traffic Systems |
| 33 | Panel Delineator Diamond Grade Chevron 6 inch stripes TL2 Brand: SCI Part #27382 DOT COMMODITY # NOT ASSIGNED APL# | \$173.00 | Roadsafe Traffic Systems |

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| 34 | Panel Delineator Diamond Grade Left 6 inch stripes TL2 Brand: SCI Part #233928 DOT COMMODITY # NOT ASSIGNED APL# | \$173.00 | Roadsafe Traffic Systems |
|----|--|----------|--------------------------------|
| 35 | Panel Delineator Diamond Grade Right 6 inch stripes TL2 Brand: SCI Part #273388 DOT COMMODITY # NOT ASSIGNED APL# | \$173.00 | Roadsafe Traffic Systems |
| 36 | Panel Delineator TL3 Yellow HIP - Florida Brand: SCI Part #271883 DOT COMMODITY # NOT ASSIGNED APL# | \$164.00 | Roadsafe Traffic Systems |
| 37 | Panel Delineator TL2 Yellow HIP - Florida Brand: SCI Part #271882 DOT COMMODITY # NOT ASSIGNED APL# | \$154.00 | Roadsafe Traffic Systems |
| 38 | Boot Cylinder TL3 Brand: SCI Part #270707 DOT COMMODITY # NOT ASSIGNED APL# | \$57.00 | Roadsafe Traffic Systems |
| 39 | Boot Cylinder TL2 (34 pc kit) Brand: SCI Part #233937 DOT COMMODITY # NOT ASSIGNED APL# | \$57.00 | Roadsafe Traffic Systems |
| 40 | Bracket Cable Hold Down Brand: SCI Part #265243 DOT COMMODITY # NOT ASSIGNED APL# | \$75.00 | Roadsafe Traffic Systems |
| 41 | Tool Anti Rotation Pin Removal Brand: SCI Part #273994 DOT COMMODITY # NOT ASSIGNED APL# | \$23.00 | Roadsafe Traffic Systems |
| 42 | Anchor Drop-In Brand: SCI Part #270069 DOT COMMODITY # NOT ASSIGNED APL# | \$7.00 | Roadsafe Traffic Systems |
| 43 | Cable Release Tool Brand: SCI Part #275224 DOT COMMODITY # NOT ASSIGNED APL# | \$10.00 | Roadsafe Traffic Systems |
| 44 | Shear Bolt Removal Tool Brand: SCI Part #238247 DOT COMMODITY # NOT ASSIGNED APL# | \$48.00 | Roadsafe Traffic Systems |
| 45 | Hole Brush-Nylon Brand: SCI Part #270952 DOT COMMODITY # NOT ASSIGNED APL# | \$10.00 | Roadsafe Traffic Systems |

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| 46 | SCI Debris Hood Assembly-DH3 Brand: SCI Part #262004 DOT COMMODITY # NOT ASSIGNED APL# | \$1,683.00 | Roadsafe Traffic Systems |
|----|--|------------|--------------------------------|
| 47 | Fiberglass Stay Kit for Debris Hood-DH3 Brand: SCI Part #262006 DOT COMMODITY # NOT ASSIGNED APL# | \$100.00 | Roadsafe Traffic Systems |
| 48 | Tool Drop-in Anchor Setting Brand: SCI Part #264383 DOT COMMODITY # NOT ASSIGNED APL# | \$100.00 | Roadsafe Traffic Systems |
| 49 | Transition Jersey Barrier - Right Brand: SCI Part #275297 DOT COMMODITY # NOT ASSIGNED APL# | \$1,443.00 | Roadsafe Traffic Systems |
| 50 | Transition Jersey Barrier - Left Brand: SCI Part #275294 DOT COMMODITY # NOT ASSIGNED APL# | \$1,443.00 | Roadsafe Traffic Systems |
| 51 | Transition Jersey Barrier MASH R Brand: SCI Part #268892 DOT COMMODITY # NOT ASSIGNED APL# | \$1,800.00 | Roadsafe Traffic Systems |
| 52 | Transition Jersey Barrier MASH L Brand SCI Part #268891 DOT COMMODITY # NOT ASSIGNED APL# | \$1,800.00 | Roadsafe Traffic Systems |
| 53 | Bracket Jersey Barrier Support MASH R Brand: SCI Part #268894 DOT COMMODITY # NOT ASSIGNED APL# | \$180.00 | Roadsafe Traffic Systems |
| 54 | Bracket Jersey Barrier Support MASH L Brand: SCI Part #268893 DOT COMMODITY # NOT ASSIGNED APL# | \$180.00 | Roadsafe Traffic Systems |
| 55 | Support Plate JB Median Barrier Temp MASH Brand: SCI Part #232807 DOT COMMODITY # NOT ASSIGNED APL# | \$180.00 | Roadsafe Traffic Systems |
| 56 | Transition Single Slope 24-26 9/32" Wide Median Barrier – Right Brand: SCI Part #275299 DOT COMMODITY # NOT ASSIGNED APL# | \$1,563.00 | Roadsafe Traffic Systems |

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| 57 | Transition Single Slope 24-26 9/32" Wide Median Barrier – Left Brand: SCI Part #275302 DOT COMMODITY # NOT ASSIGNED APL# | \$1,563.00 | Roadsafe Traffic Systems |
|----|---|------------|--------------------------------|
| 58 | Transition 24" Concrete – Left & Right Brand: SCI Part #275263 DOT COMMODITY # NOT ASSIGNED APL# | \$929.00 | Roadsafe Traffic Systems |
| 59 | Transition Thrie Beam - Right Brand: SCI Part #275298 DOT COMMODITY # NOT ASSIGNED APL# | \$1,280.00 | Roadsafe Traffic Systems |
| 60 | Transition Thrie Beam - Left Brand: SCI Part #232971 DOT COMMODITY # NOT ASSIGNED APL# | \$1,280.00 | Roadsafe Traffic Systems |
| 61 | Transition W Beam 28" High Right Brand: SCI Part #275309 DOT COMMODITY # NOT ASSIGNED APL# | \$1,280.00 | Roadsafe Traffic Systems |
| 62 | Transition W Beam 28" High Left Brand: SCI Part #275307 DOT COMMODITY # NOT ASSIGNED APL# | \$1,624.00 | Roadsafe Traffic Systems |
| 63 | Transition W Beam 32" High Right Brand: SCI Part #275311 DOT COMMODITY # NOT ASSIGNED APL# | \$1,491.00 | Roadsafe Traffic Systems |
| 64 | Transition W Beam 32" High Left Brand: SCI Part #275310 DOT COMMODITY # NOT ASSIGNED APL# | \$1,491.00 | Roadsafe Traffic Systems |
| 65 | Blockout Steel Tube Brand: SCI Part #265580 DOT COMMODITY # NOT ASSIGNED APL# | \$166.00 | Roadsafe Traffic Systems |
| 66 | Transition Spanner – Left & Right Brand: SCI Part #251641 DOT COMMODITY # NOT ASSIGNED APL# | \$1,030.00 | Roadsafe Traffic Systems |
| 67 | Transition Assembly 30" Concrete Straight Connection Brand: SCI Part #275279 DOT COMMODITY # NOT ASSIGNED APL# | \$2,526.00 | Roadsafe Traffic Systems |

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|----|--|------------|--------------------------------|
| 68 | Transition Assembly 36" Concrete Straight Connection Brand: SCI Part #275283 DOT COMMODITY # NOT ASSIGNED APL# | \$4,441.00 | Roadsafe Traffic Systems |
| 69 | Transition Assembly Wide Gore Brand: SCI Part #275288 DOT COMMODITY # NOT ASSIGNED APL# | \$6,531.00 | Roadsafe Traffic Systems |
| 70 | Thrie Beam Concrete Leg Brace Brand: SCI Part #270765 DOT COMMODITY # NOT ASSIGNED APL# | \$834.00 | Roadsafe Traffic Systems |
| 71 | PWB02 Block Out Brand: SCI Part #233449 DOT COMMODITY # NOT ASSIGNED APL# | \$110.00 | Roadsafe Traffic Systems |
| 72 | Transition Assembly Variable Width Barrier with Rub Rails Brand: SCI Part #239542 DOT COMMODITY # NOT ASSIGNED APL# | \$4,904.00 | Roadsafe Traffic Systems |
| 73 | Transition Assembly Variable Width Barrier without Rub Rails Brand: SCI Part #239545 DOT COMMODITY # NOT ASSIGNED APL# | \$4,039.00 | Roadsafe Traffic Systems |
| 74 | Transition Assembly Variable Width Single Slope Brand: SCI Part #275287 DOT COMMODITY # NOT ASSIGNED APL# | \$4,039.00 | Roadsafe Traffic Systems |
| 75 | Panel Delineator Diamond Grade Right 6 inch stripes TL3 Brand: SCI Part #273389 DOT COMMODITY # NOT ASSIGNED APL# | \$184.00 | Roadsafe Traffic Systems |
| 76 | Transition W Beam 28" High Left Brand: SCI Part #275307 DOT COMMODITY # NOT ASSIGNED APL# | \$1,624.00 | Roadsafe Traffic Systems |
| 77 | Transition W Beam 32" High Right Brand: SCI Part #275311 DOT COMMODITY # NOT ASSIGNED APL# | \$1,491.00 | Roadsafe Traffic Systems |
| 78 | Transition W Beam 32" High Left Brand: SCI Part #275310 DOT COMMODITY # NOT ASSIGNED APL# | \$1,491.00 | Roadsafe Traffic Systems |

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|----|--|------------|--------------------------------|
| 79 | Blockout Steel Tube Brand: SCI Part #265580 DOT COMMODITY # NOT ASSIGNED APL# | \$166.00 | Roadsafe Traffic Systems |
| 80 | Transition Spanner – Left & Right Brand: SCI Part #251641 DOT COMMODITY # NOT ASSIGNED APL# | \$1,000.00 | Roadsafe Traffic Systems |
| 81 | Transition Assembly 30" Concrete Straight Connection Brand: SCI Part #275279 DOT COMMODITY # NOT ASSIGNED APL# | \$2,526.00 | Roadsafe Traffic Systems |
| 82 | Transition Assembly 36" Concrete Straight Connection Brand: SCI Part #275283 DOT COMMODITY # NOT ASSIGNED APL# | \$4,441.00 | Roadsafe Traffic Systems |
| 83 | Transition Assembly Wide Gore Brand: SCI Part #275288 DOT COMMODITY # NOT ASSIGNED APL# | \$6,531.00 | Roadsafe Traffic Systems |
| 84 | Thrie Beam Concrete Leg Brace Brand: SCI Part #270765 DOT COMMODITY # NOT ASSIGNED APL# | \$834.00 | Roadsafe Traffic Systems |
| 85 | PWB02 Block Out Brand: SCI Part #233449 DOT COMMODITY # NOT ASSIGNED APL# | \$110.00 | Roadsafe Traffic Systems |
| 86 | Transition Assembly Variable Width Barrier with Rub Rails Brand: SCI Part #239542 DOT COMMODITY # NOT ASSIGNED APL# | \$4,904.00 | Roadsafe Traffic Systems |
| 87 | Transition Assembly Variable Width Barrier without Rub Rails Brand: SCI Part #239545 DOT COMMODITY # NOT ASSIGNED APL# | \$4,039.00 | Roadsafe Traffic Systems |
| 88 | Transition Assembly Variable Width Single Slope Brand: SCI Part #275287 DOT COMMODITY # NOT ASSIGNED APL# | \$1,563.00 | Roadsafe Traffic Systems |

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| ITEM # | Description/Model # Trinity Industries/Energy Absorption | Unit Price | VENDOR |
|-----------|--|------------|------------------------|
| 1 | Panel, Thrie Beam Fender Brand: GREAT-Part # 2738111-0000 DOT COMMODITY#107101 APL # | \$1,105.00 | Gulf Material Sales |
| 2 | Mushroom Bolt Assembly w/Deflect Brand: GREAT – Part#27Thrie Beam52650-0000 DOT COMMODITY #107109 APL # | \$88.00 | Gulf Material Sales |
| 3 | Diaphragm Assy Thrie Beam 24" Brand: GREAT-Part # 3519061-0000 DOT COMMODITY #107121 APL # | \$1,540.00 | Gulf Material Sales |
| 4 | Diaphragm Assy, Thrie Beam 30" Brand: GREAT-Part #3519062-0000 DOT COMMODITY #107122 APL# | \$1,706.00 | Gulf Material Sales |
| 5 | Diaphragm Assy, Thrie Beam 36" Brand: GREAT-Part #3519063-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$1,855.00 | Gulf Material Sales |
| 6 | Nose Assembly Cone, Universal Brand: GREAT-Part #3502080-0000 DOT COMMODITY #107126 APL# | \$960.00 | Gulf Material Sales |
| 7 | Cartridge, Hex Foam II, Type #51 Brand: GREAT Part # 3509510-0000 DOT COMMODITY #107134 APL # | \$1,030.00 | Gulf Material Sales |
| 8 | QuadGuard Monorail 1 Bay QG,G Part # 2760051-0000 DOT COMMODITY # 108412 APL# | \$494.00 | Gulf Material Sales |
| 9 | QuadGuard Monorail 2 Bay QG,G Part # 2760061-0000 DOT COMMODITY # 108413 APL# | \$982.00 | Gulf Material Sales |
| 10 | QuadGuard Monorail 3 Bay QG,G Part # 2760071-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$1,257.00 | Gulf Material Sales |

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| 11 | QuadGuard Diaphragm Assembly 24" Part# 3540071-0000 DOT COMMODITY # 108416 APL# | \$891.00 | Gulf Material Sales |
|----|--|------------|------------------------|
| 12 | QuadGuard Diaphragm Assembly 36" Part# 3540073-0000 DOT COMMODITY # 108418 APL# | \$1,055.00 | Gulf Material Sales |
| 13 | QuadGuard Diaphragm Assembly 30" Part# 3540073-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$982.00 | Gulf Material Sales |
| 14 | QuadGuard High Speed Diaphragm 24" Part# 3540015-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$1,183.00 | Gulf Material Sales |
| 15 | QuadGuard High Speed Diaphragm 30" Part# 3540016-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$1,287.00 | Gulf Material Sales |
| 16 | QuadGuard High Speed Diaphragm 36" Part# 3540017-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$1,348.00 | Gulf Material Sales |
| 17 | QuadGuard High Speed Bumper Assembly 24" Part# 3546021-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$494.00 | Gulf Material Sales |
| 18 | QuadGuard High Speed Bumper Assembly 30" Part# 3546022-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$555.00 | Gulf Material Sales |
| 19 | QuadGuard High Speed Bumper Assembly 36" Part# 3546023-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$616.00 | Gulf Material Sales |

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| 20 | QuadGuard High Speed Nose Assembly 24"/30" Part# 3640611-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$1,854.00 | Gulf Material Sales |
|----|--|------------|------------------------|
| 21 | QuadGuard High Speed Nose Assembly 36" Part# 3540612-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$1,854.00 | Gulf Material Sales |
| 22 | QuadGuard Nose Assembly Gray 24"/30"/36" Part# 3540050-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$640.00 | Gulf Material Sales |
| 23 | QuadGuard Nose Assembly Gray 69"/ 90" Part# 3540131-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$663.00 | Gulf Material Sales |
| 24 | QuadGuard Fender PNL ASSY 24"/30"/36" QGII Part# 3540040-0000 DOT COMMODITY # 108421 APL# | \$610.00 | Gulf Material Sales |
| 25 | QuadGuard Fender PNL ASSY 69"/90" QGII Part# 3540370-0000 DOT COMMODITY # NOT ASSIGNED APL# | \$750.00 | Gulf Material Sales |
| 26 | QuadGuard Cartridge Assy Type I QGII Part # 3540010-0000 DOT COMMODITY #108450 APL# | \$695.00 | Gulf Material Sales |
| 27 | QuadGuard Cartridge Assy Type II QGII Part # 3540020-0000 DOT COMMODITY #108451 APL# | \$695.00 | Gulf Material Sales |
| 28 | QuadGuard metal spring die QGII Part # 2715343-0000 DOT COMMODITY #NOT ASSIGNED APL# | \$12.00 | Gulf Material Sales |
| 29 | Lid – Black Energite III Part #2731251-0200 DOT COMMODITY #107035 APL# | \$54.00 | Gulf Material Sales |
| 30 | 1400 lb. Sand Container Energite III Part #2731191-0100 DOT COMMODITY #107034 APL# | \$329.00 | Gulf Material Sales |

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| 31 | 2100 lb. Sand Container Energite III Part #2731261-0100 DOT COMMODITY #107036 APL# | \$329.00 | Gulf Material Sales |
|----|---|-------------|------------------------|
| 32 | 200 / 400 lb. Inner Cone Energite III Part #2731201-0000 DOT COMMODITY #107032 APL# | \$54.00 | Gulf Material Sales |
| 33 | 700 lb. Inner Cone Energite III Part #2731271-0000 DOT COMMODITY #107033 APL# | \$54.00 | Gulf Material Sales |
| 34 | Tailgate Mount Assy, Truck Mounted Attenuator Model/Part# 2745102-0000 DOT COMMODITY #NOT ASSIGNED APL # | \$4,400.00 | Gulf Material Sales |
| 35 | MPS-350X TMA Truck Mounted Attenuator Part #00MPXA/y DOT COMMODITY # NOT ASSIGNED APL# | \$1,514.00 | Gulf Material Sales |
| 36 | Safe-Stop 180 TMA Truck Mounted Attenuator Part #00TMA9182B DOT COMMODITY # NOT ASSIGNED APL# | \$23,560.00 | Gulf Material Sales |
| 37 | Safe Stop 90 HD TMA Truck Mounted Attenuator Part #0090HDC DOT COMMODITY # NOT ASSIGNED APL# | \$20,150.00 | Gulf Material Sales |
| 38 | SST 9000, Trailer Mounted Attenuator Part# TMA9000LC-LED DOT COMMODITY # NOT ASSIGNED APL# | \$21,400.00 | Gulf Material Sales |
| 39 | VORTEQ TL-3 Trailer Mounted Attenuator Part# VTQ-TL3-GILU DOT COMMODITY # NOT ASSIGNED APL# | \$13,000.00 | Gulf Material Sales |
| 40 | Steel Nose Assembly QG II, 24"/30"/36" Yellow Part#003540042-01 DOT COMMODITY # NOT ASSIGNED APL# | \$720.00 | Gulf Material Sales |
| 41 | Steel Nose Assembly QG II, 69"/90", Yellow Part#003540043-01 DOT COMMODITY # NOT ASSIGNED APL# | \$760.00 | Gulf Material Sales |

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| 42 | Steel Nose Assembly QG II, 48",Yellow Part#003540044-01 DOT COMMODITY # NOT ASSIGNED APL# | \$760.00 | Gulf Material Sales |
|----|--|------------|------------------------|
| 43 | Shim Kit, Rail Guide, QG II Part#003540078-00 DOT COMMODITY # NOT ASSIGNED APL# | \$59.00 | Gulf Material Sales |
| 44 | Nose Piece, Yellow TRACC 05 Pat#6531B DOT COMMODITY # NOT ASSIGNED APL# | \$530.00 | Gulf Material Sales |
| 45 | SLED WELDMENT TRACC 05 Part # 25970A DOT COMMODITY # NOT ASSIGNED APL# | \$2,000.00 | Gulf Material Sales |
| 46 | FRAME WELDMENT TRACC 05 Part #25971A DOT COMMODITY # NOT ASSIGNED APL# | \$500.00 | Gulf Material Sales |
| 47 | BACKUP FRAME WELDMENT TRACC 05 Part#25972A DOT COMMODITY # NOT ASSIGNED APL# | \$520.00 | Gulf Material Sales |
| 48 | 2 BAY FENDER PANEL ASSEMBLY TRACC 05 Part#25973A DOT COMMODITY # NOT ASSIGNED APL# | \$280.00 | Gulf Material Sales |
| 49 | 1 BAY FENDER PANEL ASSEMBLY TRACC 05 Part#25974A DOT COMMODITY # NOT ASSIGNED APL# | \$260.00 | Gulf Material Sales |
| 50 | SLOT PLATE WELDMENT TRACC 05 Part #25976A DOT COMMODITY # NOT ASSIGNED APL# | \$26.00 | Gulf Material Sales |
| 51 | TRACC 05 STAGE 1 RIP PLATE REPAIR KIT Part#09TR05STG1 DOT COMMODITY # NOT ASSIGNED APL# | \$320.00 | Gulf Material Sales |
| 52 | TRACC 05 STAGE 2 RIP PLATE REPAIR KIT Part#09TR05STG2 DOT COMMODITY # NOT ASSIGNED APL# | \$480.00 | Gulf Material Sales |

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| 53 | TRACC 05 STAGE 3 RIP PLATE REPAIR KIT Part#09TR05STG3 DOT COMMODITY # NOT ASSIGNED APL# | \$1,280.00 | Gulf Material Sales |
|----|--|------------|------------------------|
| 54 | SHORT TRACC 05 STAGE 1 RIP PLATE REPAIR KIT Part#09ST05STG1 DOT COMMODITY # NOT ASSIGNED APL# | \$280.00 | Gulf Material Sales |
| 55 | SHORT TRACC 05 STAGE 2 RIP PLATE REPAIR KIT Part#09ST05STG2 DOT COMMODITY # NOT ASSIGNED APL# | \$380.00 | Gulf Material Sales |
| 56 | SHORT TRACC 05 STAGE 3 RIP PLATE REPAIR KIT Part#09ST05STG3 DOT COMMODITY # NOT ASSIGNED APL# | \$1,260.00 | Gulf Material Sales |
| 57 | QG Elite BELT NOSE ASSY, 24"/30", Gray or yellow Part #003540495-00 DOT COMMODITY # NOT ASSIGNED APL# | \$2,975.00 | Gulf Material Sales |
| 58 | QG Elite BELT NOSE ASSY, 36", Gray or yellow Part #003540504-00 DOT COMMODITY # NOT ASSIGNED APL# | \$2,975.00 | Gulf Material Sales |
| 59 | QG Elite BELT NOSE ASSY, 69"/90", Gray or yellow Part #003540575-00 DOT COMMODITY # NOT ASSIGNED APL# | \$3,250.00 | Gulf Material Sales |
| 60 | Cylinder Assembly, QG Elite 1 Part #606646B DOT COMMODITY # NOT ASSIGNED APL# | \$2,035.00 | Gulf Material Sales |
| 61 | Cylinder Assembly, QG Elite 2 Part #606647B DOT COMMODITY # NOT ASSIGNED APL# | \$2,835.00 | Gulf Material Sales |
| 62 | Elite Diaphragm Assembly, 24" QG Elite Part #003540464-00 DOT COMMODITY # NOT ASSIGNED APL# | \$946.00 | Gulf Material Sales |
| 63 | Elite Diaphragm Assembly, 24" QG Elite Part #003540465-00 DOT COMMODITY # NOT ASSIGNED APL# | \$1,028.00 | Gulf Material Sales |

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| 64 | Elite Diaphragm Assembly, 24" QG Elite Part #003540466-00 DOT COMMODITY # NOT ASSIGNED APL# | \$1,100.00 | Gulf Material Sales |
|----|--|------------|------------------------|
| 65 | Elite Fender Panel Assembly, QG Elite Part #003540585-00 DOT COMMODITY # NOT ASSIGNED APL# | \$605.00 | Gulf Material Sales |
| 66 | Reflective Nose Narrow-Gore REACT 350 Part #003535003-30 DOT COMMODITY # NOT ASSIGNED APL# | \$305.00 | Gulf Material Sales |
| 67 | Reflective Nose Narrow-Left or Right REACT 350 Part #003535003-40 DOT COMMODITY # NOT ASSIGNED APL# | \$305.00 | Gulf Material Sales |
| 68 | Replacement Cylinder: 1, 5 or 6 REACT 350 Part #4100-2 DOT COMMODITY # NOT ASSIGNED APL# | \$3,040.00 | Gulf Material Sales |
| 69 | Replacement Cylinder: 2, 3 or 4 REACT 350 Part #4100 DOT COMMODITY # NOT ASSIGNED APL# | \$3,040.00 | Gulf Material Sales |
| 70 | Reflective Nose Narrow-Gore, REACT II; REACT 350 II Part #00617967B DOT COMMODITY # NOT ASSIGNED APL# | \$305.00 | Gulf Material Sales |
| 71 | Reflective Nose Narrow-left or right, REACT II; REACT 350 II Part #00617968B DOT COMMODITY # NOT ASSIGNED APL# | \$305.00 | Gulf Material Sales |
| 72 | Replacement Cylinder: 1, 5 or 6; REACT 350 II Part #4100-2 DOT COMMODITY # NOT ASSIGNED APL# | \$3,040.00 | Gulf Material Sales |
| 73 | Replacement Cylinder: 2, 3 or 4; REACT 350 II Part #4100 DOT COMMODITY # NOT ASSIGNED APL# | \$2,365.00 | Gulf Material Sales |

The Department will decide if orders are to be shipped via box or pallet based on Warehouse/ Distribution needs. Orders for quantities fitting 5 or more pallets will be shipped on pallets via Freight Company unless otherwise requested by the Department. Orders for quantities less than 5 pallets will be shipped in boxes unless otherwise requested by the Department.

PRICE SHEET: Traffix Devices

The Department will decide if orders are to be shipped via box or pallet based on Warehouse/Distribution needs. Orders for quantities fitting 5 or more pallets will be shipped on pallets via Freight Company unless otherwise requested by the Department. Orders for quantities less than 5 pallets will be shipped in boxes unless otherwise requested by the Department.

| ITEM # | Description/Model # Traffix Devices | Unit Price | VENDOR |
|-----------|--|-------------|---------------------------------|
| 1 | Truck Mounted Attenuator Scorpion C 10,000 TMA DOT COMMODITY # NOT ASSIGNED APL# 102-027-011 | \$22,900.00 | Striping Service & Supply |
| 2 | Trailer Mounted Attenuator Scorpion DOT COMMODITY # NOT ASSIGNED APL# 102-027-012 | \$11,500.00 | Striping Service & Supply |
| 3 | Trailer Mounted Attenuator Scorpion DOT COMMODITY # NOT ASSIGNED APL# 102-037-005 | \$21,995.00 | Striping Service & Supply |
| 4 | Trailer Mounted Attenuator - MASH Test Level 3 Scorpion II DOT COMMODITY # NOT ASSIGNED APL# 102-063-001 | \$21,995.00 | Striping Service & Supply |
| 5 | Truck Mounted Attenuator Test Level 3 Scorpion II DOT COMMODITY # NOT ASSIGNED APL# 102-061-002 | \$22,900.00 | Striping Service & Supply |

PRICE SHEET: Verdegro Brand

BID #: DOT-ITB-19-9099-GH

The Department will decide if orders are to be shipped via box or pallet based on Warehouse/Distribution needs. Orders for quantities fitting 5 or more pallets will be shipped on pallets via Freight Company unless otherwise requested by the Department. Orders for quantities less than 5 pallets will be shipped in boxes unless otherwise requested by the Department.

| ITEM# | Description/Model # | Unit Price | VENDOR |
|-------|---|-------------|------------------------------------|
| 1 | Truck Mounted Attenuator - MASH Test Level 3; Blade TMA DOT COMMODITY # NOT ASSIGNED APL#_102-061-001 | \$23,950.00 | Striping Service & Supply, Inc. |

DELIVERY: Delivery will be made within 30 days after receipt of Purchase Order.

| MFMP Contract #: CR8333 |
|--|
| Bid Number: ITB-DOT-16/17-9044-GH |
| Title: ATTENUATOR PARTS |
| |
| NOTE: ALL ORDERS SHOULD BE DIRECTED TO: |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 59-3133525-002 |
| VENDOR: Cloverleaf Corporation |
| ADDRESS: PO Box 7268 |
| CITY, STATE, ZIP: Sun City, FL 33586 |
| TELEPHONE: 813-649-1336 |
| TOLL FREE NO.: <u>888-388-1882</u> FAX NO.: <u>813-645-5577</u> |
| |
| DELIVERY: DELIVERY WILL BE MADE WITHIN <u>30</u> DAYS AFTER RECEIPT OF PURCHASE ORDER. |
| PRODUCT INFORMATION: DIRECT QUESTIONS TO: |
| NAME & TITLE: Matthew Schindler, President |
| ADDRESS: PO Box 7268 |
| CITY, STATE, ZIP: Sun City, FL 33586 |
| TELEPHONE: 813-649-1336 |
| TOLL FREE NO.: <u>888-388-1882</u> FAX NO.: <u>813-645-5577</u> |
| E-MAIL ADDRESS: <u>matthew@cloverleafcorp.com</u> |
| WEB ADDRESS: <u>www.cloverleafcorp.com</u> |
| Will you accept the State of Florida Purchasing Card (VISA)? X Yes No |

| MFMP Contract #: CR8453 |
|--|
| Bid Number: ITB-DOT-16/17-9044-GH (Rebid) |
| Title: ATTENUATOR PARTS |
| |
| NOTE: ALL ORDERS SHOULD BE DIRECTED TO: |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 26-1084418-001 |
| VENDOR: Roadsafe Traffic Systems, Inc. |
| ADDRESS: 3570 NW 62 nd Street |
| CITY, STATE, ZIP: Miami, FL 33147 |
| TELEPHONE: 305-633-3883 |
| FAX NO.: <u>305-633-5850</u> |
| |
| DELIVERY: DELIVERY WILL BE MADE WITHIN <u>21</u> DAYS AFTER RECEIPT OF PURCHASE ORDER. |
| PRODUCT INFORMATION: DIRECT QUESTIONS TO: |
| NAME & TITLE: Travis Schlacks, Product Specialist |
| ADDRESS: 2500 Production Dr. |
| CITY, STATE, ZIP: St. Charles, IL 60174 |
| TELEPHONE: 630-377-9100 |
| TOLL FREE NO.: FAX NO.: 630-377-9270 |
| E-MAIL ADDRESS: tschlacks@workareaprotection.com |
| WEB ADDRESS: <u>www.workareaprotection.com</u> |
| Will you accept the State of Florida Purchasing Card (VISA)? X Yes No |

| MFMP Contract #: CR8454 |
|--|
| Bid Number: ITB-DOT-16/17-9044-GH (Rebid) |
| Title: ATTENUATOR PARTS |
| |
| NOTE: ALL ORDERS SHOULD BE DIRECTED TO: |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 26-4420510-001 |
| VENDOR: Gulf Material Sales, LLC |
| ADDRESS: 70393 Bravo St. |
| CITY, STATE, ZIP: Covington, LA 70433 |
| TELEPHONE: <u>318-256-6313</u> |
| TOLL FREE NO.: 800-960-7788 FAX NO.: 985-773-1399 |
| |
| DELIVERY: DELIVERY WILL BE MADE WITHIN <u>14</u> DAYS AFTER RECEIPT OF PURCHASE ORDER. |
| PRODUCT INFORMATION: DIRECT QUESTIONS TO: |
| NAME & TITLE: Michele Cotton, Inside Sales |
| ADDRESS: 70393 Bravo St. |
| CITY, STATE, ZIP: Covington, LA 70433 |
| TELEPHONE: 318-256-6313 |
| TOLL FREE NO.: 800-960-7788 FAX NO.: 985-773-1399 |
| E-MAIL ADDRESS: michele@gulfla.com |
| WEB ADDRESS: www.gulfmaterialsales.com |
| Will you accept the State of Florida Purchasing Card (VISA)? X YesNo |

| Title: Attenuator Parts (ITB-DOT-1718-9090-GH) |
|---|
| MFMP Contract #: CR9942 |
| |
| NOTE: ALL ORDERS SHOULD BE DIRECTED TO: |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): 464727229-002 |
| VENDOR: Striping Service and Supply, Inc. |
| ADDRESS: 4240 Church St., #1156 |
| CITY, STATE, ZIP: Sanford, FL 32771 |
| TELEPHONE: <u>352-263-0646</u> |
| TOLL FREE NO.: 800-590-1593 FAX NO.: 469-660-3368 |
| |
| DELIVERY: DELIVERY WILL BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PURCHASE ORDER. |
| PRODUCT INFORMATION: DIRECT QUESTIONS TO: |
| NAME & TITLE: Mike Caffrey, Business Development Manager |
| ADDRESS: 4240 Church St., #1156 |
| CITY, STATE, ZIP: Sanford, FL 32771 |
| TELEPHONE: 352-263-0646 |
| TOLL FREE NO.: 800-590-1593 FAX NO.: 469-660-3368 |
| E-MAIL ADDRESS: mcaffrey@stripingserviceandsupply.com |
| WEB ADDRESS: www.stripingserviceandsupply.com |
| Will you accept the State of Florida Purchasing Card (VISA)? Yes_ |



RICK SCOTT GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 JIM BOXOLD SECRETARY

MANUFACTURER'S CERTIFICATION

NOTE: THIS FORM MUST BE EXECUTED BY THE **MANUFACTURER**.

DISTRIBUTORS ARE <u>NOT</u> AUTHORIZED TO SIGN THIS CERTIFICATION FORM ON BEHALF OF THE MANUFACTURER. THIS CERTIFICATION MUST BE EXECUTED BY THE MANUFACTURER EVEN IF THEY ARE BIDDING THEIR OWN COMMODITY. FAILURE TO SUBMIT THIS CERTIFICATION WITH YOUR BID MAY DEEM THE BID NON-RESPONSIVE

THIS IS TO CERTIFY THAT

(VENDOR NAME) (VENDOR FEIN)

IS AN AUTHORIZED DISTRIBUTOR FOR

(MANUFACTURER)

IN THE STATE OF FLORIDA.

MANUFACTURER:

SIGNATURE:

TILE:

TELEPHONE NUMBER:

EMAIL ADDRESS:

Florida Statutes 287.135

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

375-030-60 PROCUREMENT 09/16

| Respondent Vendor Name: | |
|---|--------------------|
| Vendor FEIN: | |
| Vendor's Authorized Representative Name and Title: | |
| Address: | |
| City: State: Zip: | |
| Phone Number: | |
| Email Address: | |
| | |
| | |
| Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.47 F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. This provision becomes inoperative on the date that federal law cease to authorize states to adopt and enforce such contracting prohibitions. | zed 73, ies |
| As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or t Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification musulject company to civil penalties, attorney's fees, and/or costs. | ies the t of |
| | |
| Certified By: | |
| who is authorized to sign on behalf of the above referenced company. | |
| Authorized Signature Print Name and Title: | |
| | |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-040-56 PROCUREMENT OGC – 03/13

IN-STATE PREFERENCE FORMFor Invitation-to-Bid Commodity

| Bid Number: |
|--|
| Title: |
| Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012: |
| In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state of Florida and that state where the vendor's principal place of business is located does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent. |
| Note: The Vendor is required to complete and submit this form with its bid to be considered for this preference. |
| Vendor Name: |
| Vendor FEIN: |
| The Vendor (does ☐) (does not ☐) have a principal place of business located in the state of Florida. |
| If so, please provide an address: |
| |
| |
| Note: A vendor whose principal place of business is outside the state of Florida must accompany any written bid documents with a written opinion of an attorney 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 is in that foreign state in the letting of any or all public contracts. |
| Authorized Signature: |
| Title: |
| Data |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

| 287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids |
|--|
| proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any |
| political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply |
| received from a business that certifies that it has implemented a drug-free workplace program shall be given |
| preference in the award process. In order to have a drug-free workplace program, a business shall: |

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

| workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above? |
|---|
| [] YES |
| [] NO |

Does the individual responding to this solicitation certify that their firm has implemented a drug-free

NAME OF BUSINESS:

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 Attenuator Parts 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 www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", 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 - | 11-29-2016 | 5:00 PM | |
| BIDS DUE (ON OR BEFORE) - Florida Department of Transportation Central Procurement Office Greg Hill (850) 414-4482 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 | 12-15-2016 | 3:00 PM | |
| PUBLIC OPENING - Florida Department of Transportation 605 Suwannee Street, Procurement Office Room 439 Tallahassee, Florida 32399-0450 | 12-15-2016 | 3:00 PM | |
| POSTING OF INTENDED DECISION/AWARD - | 12-20-2016 | 5:00 PM | |

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:

<u>Opening remarks</u> – Approximate time of 2 minutes by Department Procurement Office personnel.

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

<u>Bids opened</u> – 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 or fax number 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. However, all vendors should be aware, that effective July 1, 2016 through June 30, 2017, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. 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(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 www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", 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:

<u>greg.hill@dot.state.fl.us</u>, or mailed to FDOT Procurement Office, Greg Hill, 605 Suwannee St., MS20, Tallahassee, FL 32399.

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone.

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 www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

5) **DIVERSITY ACHIEVEMENT**

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d-2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.*

The Department encourages the recruitment and utilization of small, minority, women, and service-disabled veteran businesses. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment.

6) PRICES/DELIVERY

Prices shall be firm, net, delivered prices, F.O.B. destination.

Delivery must be made within thirty (30) calendar days or less upon receipt of a purchase order by the contract vendor at their designated ordering location. If more time is needed, the bidder should state the extra time required and the reasons why, in their bid response. Acceptance will be subject to the Department's approval.

7) IN-STATE PREFERENCE FOR COMMODITY BIDS

In accordance with Section 287.084, Florida Statutes, when the lowest responsible and responsive bid is submitted by a vendor whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida 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 should complete the attached "In-State Preference Form" and submit with their bid response. A vendor whose principal place of business is located outside the state of Florida, must accompany their bid response documents with a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences granted by that state to its own business entities in the letting of public contracts.

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 in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

The award will be based on each section/brand as an all or none to a responsive authorized Florida Distributor for the brand being awarded.

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 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

Responses of \$1 million or more must include a completed <u>Vendor Certification Regarding Scrutinized</u> <u>Companies Lists</u> to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on 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.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor 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 Vendor 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.

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 <u>on or before</u> 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

22) REQUIRED DOCUMENTS

The bidder must use the attached Bid Sheet to submit its bid. Please submit Bid Sheet and all required forms unbound/non-stapled to allow for ease of scanning. The Bid Sheet must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All bid sheets and other documentation submitted in response to this solicitation must be executed and submitted in a sealed envelope. Indicate the bid number, with the time and date of the bid opening, on the envelope used to return the bid.

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. 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 ITB-DOT- (16/17-9044-GH) - 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) MAIL OR DELIVER BIDS TO: (DO NOT FAX OR SEND BY E-MAIL)

FDOT
Procurement Office
Attn: Greg Hill/ ITB 9044

Attn: Greg Hill/ ITB 9044 605 Suwannee Street, MS 20 Tallahassee, Florida 32399-0450

It is the bidder's responsibility to assure that the bid is delivered to the proper place <u>on or before</u> 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

28) POSTING OF INTENDED DECISION/AWARD

28.1 - General:

The Department's decision will be posted on the Florida Vendor Bid System at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on 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) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

28.3 - Request to Withdraw Bid:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

29) RECYCLED MATERIAL

The Department encourages the use of products and materials with recycled content and post-consumer recovered materials. If the item(s) specified in the Technical Specification is available with recycled content, we request that you provide product information to help in our search for recycled products. However, this bid request is for the product as specified herein and does not require prices for recycled product. This information should be sent as part of your bid response or may be sent separately.

30) PRICE ADJUSTMENTS

The Department may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the

Vendor that continued performance of the Contract would result in a substantial loss. The Vendor shall provide thirty (30) days written notice to the Department and written approval from the Department is required. Documentation of cost adjustments shall be provided by the Vendor to the Department.

31) DELIVERY LOCATION(S)

The primary point of delivery for this contract will be <u>FDOT Warehouses</u>, but bid prices will include delivery to <u>other locations throughout the State of Florida.</u>

32) CANCELLATION

All contract obligations shall prevail for at least one hundred and eighty (180) days after the effective date of the contract. For the protection of both parties, this contract may be cancelled in whole or in part after one hundred and eighty (180) days by either party giving thirty (30) days prior written notice to the other contract party. The contract may, also, be cancelled by the Department for nonperformance (default) in accordance with Rule 60A-1.006(3), F.A.C.

33) ORDERING INSTRUCTIONS

Manufacturers are encouraged to bid direct naming dealers who will accept orders and complete deliveries. Bidders must include complete ordering instructions, including FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID), for invoicing dealers, with the bid on a separate sheet.

34) ORDER QUANTITIES

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

35) OPEN PURCHASE ORDERS

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

36) **INVOICING**

Invoices must match units specified on the Purchase Order.

37) **FORMS**

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

Bid Sheet
Ordering Instructions
Manufacturer's Certification Form
Drug-Free Workplace Program Certification
In-State Preference
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
Certification of Recycled Content (if applicable)

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 Conditio

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) APPROVED PRODUCTS

Approved Products List (APL) is published by the Department of Transportation and maintained by the State Specifications Office as an assurance to contractors, consultants, designers and the department that certain products and materials have a basic approval generally subject to additional testing of individual lots, batches or shipments to construction projects or against maintenance purchases. The APL is available on the World Wide Web at

https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specifications

To qualify as an acceptable product for this bid, the product shall be either listed in the published Department of Transportation Approved Products List or have been approved by the Department of Transportation by the day before the opening of this bid. Products provided shall be approved throughout the term of the contract.

41) MANUFACTURER'S CERTIFICATION

THIS FORM MUST BE EXECUTED BY THE MANUFACTURER. DISTRIBUTORS ARE NOT AUTHORIZED TO SIGN THIS CERTIFICATION FORM ON BEHALF OF THE MANUFACTURER. THIS CERTIFICATION MUST BE EXECUTED BY THE MANUFACTURER EVEN IF THEY ARE BIDDING THEIR OWN COMMODITY. FAILURE TO SUBMIT THIS CERTIFICATION WITH YOUR BID MAY DEEM THE BID NON-RESPONSIVE.