

EXHIBIT "A"

AMENDMENT NO. 3 Renewal No. 2 To State Term Contract 760-000-10-1 Construction, Industrial, Agricultural and Lawn Equipment

This Amendment No. 3 (Amendment) is effective December 31, 2013, or the last date signed by both parties, to the Construction, Industrial, Agricultural and Lawn Equipment Contract, No. 760-000-10-1, effective between the State of Florida, Department of Management Services (Department) and (Contractor). The Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

WHEREAS the Contract was originally entered on April 27, 2010 with the Contractor for the provision of Construction, Industrial, Agricultural and /or Lawn Equipment, and is scheduled to expire on December 31, 2013; and

WHEREAS upon mutual agreement, the Customer and the Contractor agree to amend the Contract, in accordance with section 4.26, Renewal; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 Contract Amendment. Pursuant to section 4.26, Renewal, the current State Term Contract No. 760-000-10-1, is renewed for 18 months and will expire June 30, 2015.

2.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

3.0 Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall supersede.

4.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

5.0 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assignors of the parties hereto.

6.0 Entire Agreement. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

State of Florida, Department of Management Services: (Contractor)

By: _____

By: _____

Name: Kelley J. Scott

Name: _____

Title: Director of State Purchasing and Chief Procurement Officer

Title: _____

Date: _____

Date: _____

EXHIBIT "A"
AMENDMENT NO. 2
To State Term Contract 760-000-10-1
Construction, Industrial, Agricultural, and Lawn Equipment

This Amendment No. 2 ("Amendment"), effective as of July 1, 2012, to the Construction, Industrial, Agricultural, and Lawn Equipment, State Term Contract No. 760-000-10-1 ("Contract") effective as of April 28, 2010, between the State of Florida, Department of Management Services ("Department" or "Customer") and Contractor. Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to Contractor for the provisions of Construction, Industrial, Agricultural, and Lawn Equipment; and

WHEREAS the Parties have agreed to all terms and condition of an executed Amendment No 1; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 Contract Amendment. Pursuant to sections 4.26 and 5.2 of the State Term Contract, the State Term Contract No. 760-000-10-1 is renewed for a period of eighteen months at the same terms and conditions, with a new contract expiration date of December 31, 2013.

2.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

3.0 Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

4.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

State of Florida,
Department of Management Services:

By: _____
Name: Kelly Loll, C.P.M.
Title: Chief Procurement Officer &
Director of State Purchasing
Date: _____

Approved as to form and legality

By: _____
*Office of the General Counsel
Florida Department of Management Services*

Contractor:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

AMENDMENT NO. 1

To State Term Contract 760-000-10-1
Construction, Industrial, Agricultural and Lawn Equipment

This Amendment No. 1 ("Amendment"), is effective June 01, 2012, or the last date signed by both parties, to the Construction, Industrial, Agricultural and Lawn Equipment Contract No. 760-000-10-1, effective between the State of Florida, Department of Management Services ("Department" or "Customer") and Contractor. Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

WHEREAS the Contract was originally entered on April 28, 2010 with Contractor for the provision of Construction, Industrial, Agricultural and Lawn Equipment, and is scheduled to expire on June 30, 2012; and

WHEREAS upon mutual agreement, the Customer and the Contractor agree to amend the Contract, in accordance with section 4.42 **Modification of Terms**; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 MSRP List and Price Adjustment. Section 5.8, of Contract No. 760-000-10-1, is superseded and entirely replaced with the following:

5.8 MSRP List and Price Adjustment. The per Commodity Group and Manufacturer / Brand Name Department authorized MSRP List will be contained or referenced in Section 7.1, Price Sheet & Ordering Instructions. The Department authorized MSRP List shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name, and in accordance with the Contract requirements, specifications, terms, and conditions.

The Contract's initial MSRP List shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name MSRP List awarded under the Contract's solicitation. The Department authorized per Commodity Group and Manufacturer / Brand Name MSRP List for use under the Contract may be updated from time-to-time as specified herein; however, the per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount shall not decrease for the length of the Contract, during both the original and any renewal term(s) of the Contract. At any time during the Contract, during both the original and any renewal term(s) of the Contract, the Contractor may request an increase of the per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount. The Department may, in its sole discretion, accept or deny any requested per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount increases. If a per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount increase request is approved by the Department, it shall not become effective for new orders placed by Eligible Users until the Department approved effective date and posting by the Department. Any Department approved updates to the MSRP List, if Department approved, shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name, and in accordance with the Contract requirements, specifications, terms, and conditions.

During the Contract Period of Agreement, Section 5.2, including any renewal term(s), after the first twelve (12) months following the start of the Contract term, and no more often than one (1) time per calendar year, the Contractor may request to use an updated per Commodity Group and Manufacturer / Brand Name MSRP List for use under the Contract. The Contractor shall advise the Department of a request for a per Commodity Group and Manufacturer / Brand Name MSRP List update in writing (email is acceptable) and received by the Contract Manager no later than sixty (60) days prior to the requested effective date of the proposed update. However, the

EXHIBIT "A"

Department will not consider a per Commodity Group and Manufacturer / Brand Name MSRP List update request received by the Contract Manager within one hundred fifty (150) days of Contract termination, including any renewal term(s). The Contractor fully agrees that any per Commodity Group and Manufacturer / Brand Name MSRP List update request must:

- include a detailed request letter identifying the requested per Commodity Group and Manufacturer / Brand Name MSRP List information to be used in the Section 7.1, Price Sheet & Ordering Instructions, per Commodity Group and Manufacturer / Brand Name [Include MSRP List Name, MSRP List Date, and MSRP List Pages / Sections] field;
- be from the most current per Commodity Group and Manufacturer / Brand Name MSRP List publicly listed and verifiable at the time of the requested MSRP List update;
- include the applicable requested per Commodity Group and Manufacturer / Brand Name MSRP List in accordance with Section 3.9.5, Supporting Documents, MSRP List;
- be in accordance with the requirements, specifications, terms, and conditions of the Contract.

The Department may, in its sole discretion, accept or deny any requested per Commodity Group and Manufacturer / Brand Name MSRP List update. If a per Commodity Group and Manufacturer / Brand Name MSRP List update request is approved by the Department, it shall not become effective for new orders placed by Eligible Users until the Department approved effective date and posting by the Department.

2.0 Reporting Requirements. Section 5.17, of Contract No. 760-000-10-1, is superseded and entirely replaced with the following:

5.17 Sales Summary and Transaction Fee Reports.

Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1 - (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail shall include the following:
-

Part Number/SKU	Your product part number if applicable
Item / Service Name	Given name of Item or Service
MFG	Manufacturer, Publisher, Service Provider
Item Category	Description of the product category, according to attached table
Item Subcategory	Additional grouping for item
Product Description	Additional detail for item
Customer Name	State Agencies, Universities, Political Subdivisions, Other Eligible Users
NIGP Code	National Institute of Government Procurement code
Florida Commodity Code	Florida Commodity Code
UOM	Unit of Measure
UOM Description	Description of unit of measure (see example)
Volume Qty	Number of items/services purchased/provided
Order Date	Order date
Date Delivered	Delivered date to customer
Purchase Type	Purchase Order, Payment Card, Other
List Price	List price (Market + fee contracts use market price)
Contract Price	Contracted price with state per contract terms
Additional Fields	Any new information related to your company's products/services

EXHIBIT "A"

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the contract supplier being found in default and cancellation of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

Additionally, each Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

3.0 Employment Verification. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

4.0 Scrutinized Company List. In executing this contract, Contractor certifies that it 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, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

5.0 Preferred Pricing. The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

6.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

7.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,
Department of Management Services:

By: _____

Name: Kelly Loll, C.P.M.

**Chief Procurement Officer &
Title: Director of State Purchasing**

Date: _____

Contractor:

By: _____

EXHIBIT "A"

Name: _____

By: _____

Title: _____

Office of the General Counsel

Date: _____

Date

Department of Management Services

Approved as to form and legality

EXHIBIT "A"

CERTIFICATION OF CONTRACT

TITLE: Construction, Industrial, Agricultural, and Lawn Equipment

CONTRACT NO.: 760-000-10-1

ITB NO.: 03-760-000-S

EFFECTIVE: April 28, 2010 through June 30, 2012

1ST RENEWAL: July 1, 2012 through December 31, 2013

2ND RENEWAL: January 1, 2014 through June 30, 2015

CONTRACTOR(S):

ADM Ventures, Inc. dba Mackinnon Equipment and Services (A)
Alamo Industrial dba Alamo Sales Corp. (A)
American SportWorks LLC (A)
Ariens Company – Gravely (A)
Bobcat Company (A)
CNH America LLC (A)
Excel Industries Inc. dba Hustler Turf Equipment (A)
Florida Outdoor Equipment, Inc. (R)
Golf Ventures (A)
G S Equipment, Inc. (A)
Gulf Coast Turf and Tractor LLC dba Gulf Coast Tractor and Equipment (A)
John Deere Company – A Division of Deere & Company (C&CE Division). (A)
Kelly Tractor Co. (A)
Live Oak Lawn Supply, Inc. (R)
Magic Circle Corporation dba Dixie Chopper (A)
Nortrax Equipment Company SE LP (A)
Ring Power Corporation (A)
Sarlo Power Mowers, Inc. (A)
Stihl Southeast, Inc. (A)
Trekker Tractor, LLC (A)
Triple D Equipment, Inc. (A)
Wesco Turf, Inc. (A)

A. AUTHORITY – Upon affirmative action taken by the State of Florida, Department of Management Services, a Contract has been executed between the State of Florida and the designated Contractors.

B. EFFECT – This Contract was entered into to provide economies in the purchase of Construction, Industrial, Agricultural, & Lawn Equipment by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, terms and conditions of this Contract and with the Contractors specified.

C. ORDERING INSTRUCTIONS – All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State, and local taxes.

All Contract purchase orders shall show the State Purchasing Contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

EXHIBIT "A"

D. **CONTRACTOR PERFORMANCE** – Agencies shall report any vendor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

E. **SPECIAL AND GENERAL CONDITIONS** – Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

Authorized Signature (Date)

DSP/cd

EXHIBIT "A"
CERTIFICATION OF CONTRACT

TITLE: Construction, Industrial, Agricultural, & Lawn Equipment

CONTRACT NO.: 760-000-10-1

ITB NO.: 03-760-000-S

EFFECTIVE: April 28, 2010 through June 30, 2012

1ST RENEWAL: July 1, 2012 through December 31, 2013

CONTRACTOR(S) (REV 01 July 2012):

ADM Ventures, Inc. dba Mackinnon Equipment and Services (A)
Alamo Industrial dba Alamo Sales Corp. (A)
American SportWorks LLC (A)
Ariens Company – Gravely (A)
Bobcat Company (A)
CNH America LLC (A)
Excel Industries Inc. dba Hustler Turf Equipment (A)
Florida Outdoor Equipment, Inc. (R)
Golf Ventures (A)
Gradall Industries, Inc. (A)
G S Equipment, Inc. (A)
Gulf Coast Turf and Tractor LLC dba Gulf Coast Tractor and Equipment (A)
John Deere Company – A Division of Deere & Company (C&CE Division) (A)
John Deere Construction Retail Sales (A)
Kelly Tractor Co, (A)
Live Oak Lawn Supply, Inc. (R)
Magic Circle Corporation dba Dixie Chopper (A)
Nortrax Equipment Company SE LP (A)
Ring Power Corporation (A)
Robinson Outdoors, Inc (A)
Sarlo Power Mowers, Inc. (A)
Stihl Southeast, Inc. (A)
Trekker Tractor, LLC (A)
Triple D Equipment, Inc. (A)
Wesco Turf, Inc. (A)

-
- A. **AUTHORITY** – Upon affirmative action taken by the State of Florida Department of Management Services, a Contract has been renewed between the State of Florida and the designated Contractors.
- B. **EFFECT** – This Contract was entered into to provide economies in the purchase of Construction, Industrial, Agricultural, & Lawn Equipment by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, discounts, requirements, specifications, terms, and conditions of this Contract and with the Contractor(s) specified.
- C. **CONTRACTOR PERFORMANCE** – Agencies shall report any Contractor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the Contractor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

Authorized Signature

(date)

EXHIBIT "A"



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

CONTRACT MANAGER

NAME: CHRISTOPHER WALKER

TELEPHONE: 850-488-7540

E-MAIL: christopher.walker@dms.myflorida.com

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EXHIBIT "A"
TABLE OF CONTENTS

- 1.0 INTRODUCTION**
- 2.0 GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]**
- 3.0 SPECIAL INSTRUCTIONS TO RESPONDENTS**
- 4.0 GENERAL CONTRACT CONDITIONS [PUR1000 (10/06)]**
- 5.0 SPECIAL CONDITIONS**
- 6.0 TECHNICAL SPECIFICATIONS**
- 7.0 PRICE SHEET & ORDERING INSTRUCTIONS AND FORMS**

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EXHIBIT "A"

SECTION 1.0 INTRODUCTION

CONTENTS:

- 1.1 PURPOSE AND SCOPE
- 1.2 TIMELINE

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EXHIBIT "A"

1.1 Purpose and Scope

The State of Florida ("State"), Department of Management Services ("Department"), invites interested Vendors, including Construction, Industrial, Agricultural, & Lawn Equipment Manufacturers and Dealers, to submit Responses in accordance with these solicitation documents. The purpose of the solicitation is to establish a State Term Contract for the acquisition of Construction, Industrial, Agricultural, & Lawn Equipment with potential options for renewals as allowed by Chapter 287, Florida Statutes.

The intent of the solicitation is to obtain the most cost effective Construction, Industrial, Agricultural, & Lawn Equipment for the State of Florida while maximizing availability, quality, and level of service. Qualified Vendors must have the capability to provide Construction, Industrial, Agricultural, & Lawn Equipment in all respects in accordance with the solicitation documents and to the satisfaction of the Department.

The State Term Contract period, if awarded, is anticipated to begin on the Contract Formation date, per Section 2.17, and to end June 30, 2012, with potential options to renew per Chapter 287, Florida Statutes.

1.2 Timeline

Event	Event Date
Issue Solicitation within MyFloridaMarketPlace Sourcing Tool (Provide Notice within Vendor Bid System).	January 27, 2010
Requests for Approved Equivalents Due via Mail (No later than 2:00 pm ET). Note: See Section 3.8, Manufacturer / Brand Names and Approved Equivalents	February 03, 2010
Questions from Vendors Due via Q&A Board within MyFloridaMarketPlace Sourcing Tool (No later than 2:00 pm ET).	February 03, 2010
Post Responses to Vendor Requests for Approved Equivalents and Questions within MyFloridaMarketPlace Sourcing Tool and Vendor Bid System.	February 10, 2010
Solicitation Responses Due within MyFloridaMarketPlace Sourcing Tool (Some Required Documents via Mail) (No later than 2:00 pm ET).	February 18, 2010
Post Notice of Intended Award within Vendor Bid System (Per Section 2.13, Electronic Posting of Notice of Intended Award).	March 23, 2010
Contract Award.	Per Section 2.17, Contract Formation

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

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EXHIBIT "A"

SECTION 2.0

GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]

CONTENTS:

- 2.1 DEFINITIONS.
- 2.2 GENERAL INSTRUCTIONS.
- 2.3 ELECTRONIC SUBMISSION OF RESPONSES.
- 2.4 TERMS AND CONDITIONS.
- 2.5 QUESTIONS.
- 2.6 CONFLICT OF INTEREST.
- 2.7 CONVICTED VENDORS.
- 2.8 DISCRIMINATORY VENDORS.
- 2.9 RESPONDENT'S REPRESENTATION AND AUTHORIZATION.
- 2.10 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.
- 2.11 PERFORMANCE QUALIFICATIONS.
- 2.12 PUBLIC OPENING.
- 2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD.
- 2.14 FIRM RESPONSE.
- 2.15 CLARIFICATIONS/REVISIONS.
- 2.16 MINOR IRREGULARITIES/RIGHT TO REJECT.
- 2.17 CONTRACT FORMATION.
- 2.18 CONTRACT OVERLAP.
- 2.19 PUBLIC RECORDS.
- 2.20 PROTESTS.
- 2.21 LIMITATION ON VENDOR CONTACT WITH AGENCY DURING SOLICITATION PERIOD.

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EXHIBIT "A"

2.1 Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

2.6 Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

EXHIBIT "A"

2.7 Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or

EXHIBIT "A"

- commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
 - The product offered by the respondent will conform to the specifications without exception.
 - The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
 - If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
 - The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
 - The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
 - All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at

EXHIBIT "A"

http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."

EXHIBIT "A"

2.21 Limitation on Vendor Contact with Agency During Solicitation Period. 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.

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EXHIBIT "A"

SECTION 3.0

SPECIAL INSTRUCTIONS TO RESPONDENTS

CONTENTS:

- 3.1 CONTACT PERSON
- 3.2 TERMS AND CONDITIONS
- 3.3 DEFINITIONS
- 3.4 WHO MAY RESPOND
- 3.5 MYFLORIDAMARKETPLACE SOLICITATION OVERVIEW
- 3.6 AMENDMENTS OR ADDENDUMS TO THE SOLICITATION DOCUMENTS
- 3.7 ESTIMATED QUANTITIES
- 3.8 MANUFACTURER / BRAND NAMES AND APPROVED EQUIVALENTS
- 3.9 SUBMITTAL OF RESPONSE
- 3.10 EVALUATION CRITERIA
- 3.11 BASIS FOR AWARD
- 3.12 STATE OBJECTIVES
- 3.13 LOBBYING

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EXHIBIT "A"

3.1 Contact Person

Refer ALL inquiries to:

Christopher Walker, FCCM
Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
(850)488-7540 (voice)
(850)414-6122 (facsimile)
christopher.walker@dms.myflorida.com

Please Note: All solicitation related Questions must be submitted through the MyFloridaMarketPlace Sourcing Tool Q&A Board per Section 2.5; MyFloridaMarketPlace system Questions may be answered in the MyFloridaMarketPlace Solicitation Overview, Section 3.5. Any additional technical Questions related to the MyFloridaMarketPlace system can be directed to the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.

3.2 Terms and Conditions

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare Responses accordingly.

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

- Section 1.0, Introduction
- Section 6.0, Technical Specifications
- Section 5.0, Special Conditions
- Section 3.0, Special Instructions to Respondents
- Section 4.0, General Contract Conditions [PUR 1000 (10/06)]
- Section 2.0, General Instructions to Respondents [PUR 1001 (10/06)]
- Section 7.0, Price Sheet & Ordering Instructions and Forms

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting its Response, the Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms, and conditions, including those specifying information that must be submitted with a Response, shall be grounds for rejecting a Response.

This Section, 3.2, supersedes and replaces Section 2.4, Terms and Conditions.

3.3 Definitions

The Definitions found and referenced in the General Instructions to Respondents [PUR1001 (10/06)], Section 2.1, and General Contract Conditions [PUR1000 (10/06)], Section 4.1, shall apply to this Section. The following additional terms are also defined:

- (a) "State" means the State of Florida.
- (b) "Department" means the Florida Department of Management Services.

EXHIBIT "A"

- (c) "Procurement Officer", "Contract Manager", or "Contract Administrator" means the Buyer's contracting personnel, as identified in Section 3.1 or as amended by the Department.
- (d) "Eligible User(s)" is defined in 60A-1.005, F.A.C. The following entities are eligible users:
 1. All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
 2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

Section 287.056 of the Florida Statutes governs agencies' use of the Contract. Others may seek Department approval under section 287.042(2)(a) as an eligible user of the Contract.

- (e) "Vendor(s)" means the entity that believes itself capable and is in the business of providing a Commodity and / or service similar to those within the solicitation, and may or may not respond to the solicitation.
- (f) "Contractor(s)" means the Respondent that has been awarded and contracts to sell Commodities and / or contractual services, which meet the requirements, specifications, terms, and conditions herein, to an Eligible User.
- (g) "OEM(s)" or "Manufacturer(s)" means the Original Equipment Manufacturer or original producer or provider of a Commodity and / or service.
- (h) "Dealer(s)" means a Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and / or service specific Commodities and / or services of the Manufacturer in the State of Florida.
- (i) "Commodity(ies)" means a tangible good, which may or may not meet the specifications herein.
- (j) "Commodity Code(s)" means the State of Florida specified numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein.
- (k) "Approved Equivalent" means a Manufacturer / Brand Name, Commodity, or contractual service that meets or exceeds the requirements, specifications, terms, and conditions of the solicitation, and is approved by the Department as an equivalent to a Manufacturer / Brand Name, Commodity, or contractual service listed in the solicitation documents.
- (l) "Base Equipment", "Base Vehicle(s)", "Equipment", "Machine(s)", "Unit(s)", or "Vehicle(s)" unless stated otherwise, means a Department specified Commodity, which meets the requirements, specifications, terms, and conditions herein, and may include components, features, and configurations different than those provided by the Manufacturer and Dealer on the standard version of the Commodity.
- (m) "OEM Option(s)", "OEM Accessory(ies)", "OEM Implement(s)", "Option(s)", "Accessory(ies)", and "Implement(s)" means an original Manufacturer's Base Equipment related optional component, feature, or configuration, which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.
- (n) "MSRP(s)" is an acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's pre-determined and recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific

EXHIBIT "A"

Commodities and contractual services without benefit of a Contract resulting from the solicitation, if awarded.

"MSRP List(s)" is an acronym for the Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information.

In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

1. Manufacturer's Annual U.S. Price Book, and
2. Manufacturer's official website.

MSRPs and MSRP Lists must be formally published, publicly listed and available, and verifiable by the Department. MSRPs and MSRP Lists may not be custom or solely developed, created, maintained, altered, revised, changed, modified, or utilized for purposes of the solicitation and resulting Contract, if awarded.

3.4 Who May Respond

The Department will accept Responses from capable Construction, Industrial, Agricultural, & Lawn Equipment Manufacturers and Dealers, who are in good standing with the State of Florida, satisfying the requirements, specifications, terms, and conditions of the solicitation documents. To be eligible for award, a Respondent shall have the demonstrated capability to perform a statewide Contract in the State of Florida.

By submitting a Response, each Respondent certifies that it understands, agrees to, and satisfies all criteria specified in the solicitation documents. The Department may request, and the Respondent shall provide, supporting information and documentation. **Failure to supply supporting information and documentation as required or requested will result in disqualification of the Response.**

3.5 MyFloridaMarketPlace Solicitation Overview

The Department uses the MyFloridaMarketPlace System ("MFMP") to receive Responses to solicitations electronically.

3.5.1 MyFloridaMarketPlace Vendor Registration Application

Vendors must have a revised, current, and complete Vendor Registration Application identified on the MyFloridaMarketPlace Vendor Registration System at: <https://vendor.myfloridamarketplace.com/>. If you have not registered or have requested a registration update, please be advised that a minimum of forty-eight (48) hours will be required for access to the MyFloridaMarketPlace Sourcing Tool. Completion of this registration is mandatory for those Vendors who wish to submit a Response.

3.5.2 MyFloridaMarketPlace Sourcing Tool Training

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool at: <https://sourcing.myfloridamarketplace.com/>. Optional training on how to respond to this solicitation electronically is offered at: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

Download and review the document titled "ITB Event User Guide."

- For all technical questions about the Sourcing Tool, Vendors should contact the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or: vendorhelp@myfloridamarketplace.com.
- For additional information or assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at the following link: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

EXHIBIT "A"

This site includes:

- a. Solicitation User Guides
- b. On Demand web-based Sourcing training link
- c. WinZip FAQs
- d. Vendor FAQs

3.5.3 MyFloridaMarketPlace Sourcing Tool Tips

When working in the MyFloridaMarketPlace Sourcing Tool, be aware of the twenty (20) minute time-out function in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty (20) minutes to ensure your entries since you last saved are not lost.

Please note that clicking the SAVE button within the MyFloridaMarketPlace Sourcing Tool only saves your solicitation Responses. **The SAVE button does not transmit your solicitation Response to the State.** In order to transmit your solicitation Response to the State, you must click the SUBMIT button on the SUMMARY page of the solicitation Response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted Response within the MyFloridaMarketPlace Sourcing Tool to verify that the Response is accurately and completely captured within the MyFloridaMarketPlace Sourcing Tool. Respondents must do this while there is sufficient time remaining in the solicitation period in the event you discover an error and need to resubmit a revised Response.

To validate your Response, you should do the following before the solicitation period ends:

- Go to the "My Bids / My Responses" tab within the MyFloridaMarketPlace Sourcing Tool after you submitted your Response.
- Click on the Response ID number of your last submitted Response.
- Review entire Response to make sure all responses are complete, accurate, and as you intended to submit.
- Minimum areas to check are:
 - Text boxes – Is your entire answer viewable?
 - Yes/No questions – Is the displayed answer correct?
 - All uploaded document files – Can you open attached document(s) and clearly view entire content? Does the content of the file(s) match your intended Response within the MyFloridaMarketPlace Sourcing Tool (e.g., not an earlier version, incomplete copy, or working copy)?
 - Pricing and Other Information – Are all Prices and other information you intended to submit visible and accurately captured within MyFloridaMarketPlace Sourcing Tool?
 - Required Items - Are all items listed in the solicitation completed as required within the MyFloridaMarketPlace Sourcing Tool?

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

3.5.4 MyFloridaMarketPlace and Vendor Bid System Email Notification

EXHIBIT "A"

Vendors are reminded that the sourcing tools' Email Notifications are an option provided as a courtesy. The State of Florida is not under any obligation and does not guarantee that Vendors will receive Email Notifications concerning the posting, Addendum, Amendment, or close of solicitations. **Vendors are responsible for checking the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System for information and updates concerning solicitations.**

3.6 Amendments or Addendums to the Solicitation Documents

The Department reserves the right to issue Amendments or Addendums to the solicitation. Notice of any Amendment or Addendum will be posted within the MyFloridaMarketPlace Sourcing Tool and / or the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and reviewing the formal notices and / or changes to the solicitation. Each Vendor is responsible for monitoring the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System sites for new or changing information concerning the solicitation.

3.7 Estimated Quantities

To assist Respondents in the solicitation process, average estimated annual historical spend information is provided. Spend information is based on historic data. This figure shall not be construed as a commitment.

- **Estimated Annual Spend: \$30 Million (\$30M USD)**

The above figure reflects estimated annual spend generated by Eligible Users of past contracts for similar Commodities and or contractual services and is not a commitment.

Additional estimations of usage, quantity, volume, weight, spend, and / or other estimates may be provided by the Department in the solicitation documents. The figures provided are to assist Respondents in the solicitation process and / or to assist the Department in evaluating, measuring, and / or scoring Responses to the solicitation and shall not be construed as commitments.

3.8 Manufacturer / Brand Names and Approved Equivalents

Unless otherwise specified, any Manufacturer / Brand Names, Commodities, or contractual services listed in the solicitation documents are descriptive, not restrictive. However, Vendors must request and receive a determination by the Department of an Approved Equivalency for any Manufacturer / Brand Name, Commodity, or contractual service not specifically listed. The term, Approved Equivalent, indicates a Manufacturer / Brand Name, Commodity, or contractual service that meets or exceeds the requirements, specifications, terms, and conditions of the solicitation, and is approved by the Department as an equivalent to a Manufacturer / Brand Name, Commodity, or contractual service listed in the solicitation documents.

To request an Approved Equivalent determination by the Department, the Vendor will submit in writing (via U.S. Mail or courier service) to the Contact Person, Section 3.1, a request for approval as an Approved Equivalent by the Requests for Approved Equivalents Due Date and Time from the Timeline, Section 1.2. The Request for Approved Equivalent must contain the following:

1. the requested Manufacturer / Brand Name;
2. the applicable Commodity Group(s);
3. a brief description of how the Vendor believes the requested Manufacturer / Brand Name's Commodities and / or contractual services meet or exceed listed Manufacturer / Brand Name's Commodities and / or contractual services and the solicitation's requirements, specifications, terms, and conditions;
4. supporting documentation, which demonstrates the comparability of the requested Manufacturer / Brand Name's Commodities and / or contractual services to the other listed Manufacturer / Brand Name's Commodities and / or contractual services, including:
 - a. applicable Manufacturer's literature, documentation, specifications, test data, etc.; and

EXHIBIT "A"

- b. any additional documentation demonstrating to the Department the comparability of the requested Manufacturer / Brand Name's Commodities and / or contractual services.
- c. Note:
 - i. All supporting documentation shall be individually labeled with the applicable Commodity Group or Section Number.
 - ii. The Department, at its sole discretion, reserves the right to consider Manufacturer's literature or information that is in the possession of the Department or readily accessible by the Department, if the literature or information supersedes the Manufacturer's literature or information submitted by the Vendor.
5. acceptable documentation that the requesting Vendor is an authorized Construction, Industrial, Agricultural, & Lawn Equipment Manufacturer or Dealer and capable of providing Commodities or contractual services to meet or exceed the complete requirements, specifications, terms, and conditions, and not just supply aftermarket options or third-party services;
6. the outer packaging of the request shall clearly state: Solicitation Number; Title, Request for Approved Equivalents (ITB No. 03-760-000-S; Construction, Industrial, Agricultural, & Lawn Equipment: Request for Approved Equivalents), and the Requests for Approved Equivalents Due Date and Time from the Timeline in Section 1.2 of the solicitation; and
7. multiple requests may be contained in one package, but each request must be documented and labeled independently and clearly.

Failure to provide all required information with the Request for Approved Equivalent by the date and time specified on the Timeline will result in rejection of the request.

As time is of the essence, should the Department receive Requests for Approved Equivalents that are either significant in number or in complexity, the Department in its sole discretion may prioritize the requests for evaluation purposes. The Department will make every reasonable effort to review Requests for Approved Equivalents in the time available, but not all requests may be evaluated. Requests for Approved Equivalents that are not evaluated by the Department will not be approved.

The Department shall determine in its sole discretion whether a request for an Approved Equivalent is compliant and complete, and whether the Manufacturer / Brand Name, Commodity, or contractual service requested is acceptable as an Approved Equivalent. Any determinations by the Department will be provided in the Post Responses to Vendor Requests for Approved Equivalents and Questions reply, as provided in the Timeline, Section 1.2. Approved Equivalent determinations will not be given by any other method. If the Department approves a requested Manufacturer / Brand Name, Commodity, or contractual service as an Approved Equivalent, the Department will amend the solicitation documents to list the approved Manufacturer / Brand Name, Commodity, or contractual service in the location(s) where the Department determines is the best fit.

The Respondent may offer only Manufacturer / Brand Names, Commodities, or contractual services that meet or exceed the solicitation's requirements, specifications, terms, and conditions, and which are listed as Manufacturer / Brand Names, Commodities, or contractual services. Should a Respondent submit a Response containing a Manufacturer / Brand Name, Commodity, or contractual service that does not meet or exceed the solicitation's requirements, specifications, terms, and conditions, or is not listed as a Manufacturer / Brand Name, Commodity, or contractual service in the applicable solicitation documents, the offer for the individual non-compliant or non-listed Manufacturer / Brand Name, Commodity, or contractual service will be disqualified as non-responsive.

This Section, 3.8, supersedes and replaces Section 2.10, Manufacturer's Name and Approved Equivalents.

3.9 Submittal of Response

3.9.1 Submittal of Offer

EXHIBIT "A"

Respondents will submit their offers via the MyFloridaMarketPlace Sourcing Tool (<https://sourcing.myfloridamarketplace.com/>). The Response shall include all appropriate pricing, discounts, documents, forms, files, question responses, and information responses located within the MyFloridaMarketPlace Sourcing Tool for the solicitation. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses will be entered electronically in the MyFloridaMarketPlace Sourcing Tool during this solicitation as indicated. If no indication for submission is provided for required or requested documents or files, or if instructions to mail a specific document, form, or file are provided, then those specific documents, forms, or files only shall be mailed to the attention of the Contact Person in Section 3.1 of the solicitation.

The outer packaging of mailed documents shall clearly state: Solicitation Title, Number (ITB No. 03-760-000-S; Construction, Industrial, Agricultural, & Lawn Equipment), and the Solicitation Responses Due Date and Time from the Timeline in Section 1.2 of the solicitation. **Failure to provide all required information within the solicitation Response shall result in rejection of the Response.**

In the event the Respondent submits more than one Response in the MyFloridaMarketPlace Sourcing Tool, only the last Response received by the system shall be considered for award. Previous Responses will not be visible to the State of Florida. Responses (other than document, file, or form submissions indicated by the solicitation to be mailed) not submitted within the MyFloridaMarketPlace Sourcing Tool shall be rejected. The system will require Respondents to review the Solicitation Preparation Checklist (Section 7.2) and confirm that they have completed all required activities before receiving the offer. The Solicitation Preparation Checklist does not relieve the Respondent of responsibility for ensuring that all requirements of the solicitation are included with the solicitation Response. The Solicitation Preparation Checklist does not have to be provided with the Response.

Each Respondent is responsible for ensuring that their offer is accurately and completely submitted before the Solicitation Responses Due Date and Time noted on the Timeline in Section 1.2 of the solicitation. The Department shall not consider late offers and the System will NOT accept offers after the Solicitation Responses Due Date and Time specified in the Timeline. **The Response must be accurate, complete, and submitted in the MyFloridaMarketplace Sourcing Tool, or as otherwise provided in the solicitation documents, by the date and time specified on the Timeline or the Response shall be deemed non-responsive.**

3.9.2 Price Sheet & Ordering Instructions Responses

Price Sheet & Ordering Instructions Responses will be submitted in the locations and formats provided in the Price Sheet & Ordering Instructions, Section 7.1, as described and / or referenced within this Section, 3.9.2.

The Price Sheet & Ordering Instructions, Section 7.1, is contained within a separate Microsoft Excel™ workbook. There are two (2) individual spreadsheet tabs within the Price Sheet & Ordering Instructions: one (1) Price Sheet tab (per this Section 3.9.2) and one (1) Ordering Instructions Form tab (per Sections 3.9.8, Ordering Instructions, and 5.5, Ordering Instructions Information). The Price Sheet tab contains twenty-four (24) Commodity Groups, each with individual lines (rows) for each related Manufacturer / Brand Name (listed in alphabetical order) and its associated fields: Line No.; Manufacturer / Brand Name; Organization Name; Base Equipment MSRP Discount [##.##%]; OEM Options, Accessories, & Implements MSRP Discount [##.##%]; OEM Parts MSRP Discount [##.##%]; and MSRP List [Include: MSRP List Name, MSRP List Date, and MSRP List Pages / Sections]. Information regarding the Ordering Instructions and their submission can be found in Sections 3.9.8, Ordering Instructions, and 5.5, Ordering Instructions Information.

Respondents are encouraged to respond for as many of the provided Commodity Groups and Manufacturer / Brand Names (with their associated fields) as they may choose to offer, but for each Commodity Group and Manufacturer / Brand Name offered, all related information must be supplied

EXHIBIT "A"

and submitted in the appropriate fields, provided locations, and formats required on the Price Sheet & Ordering Instructions, Section 7.1. Unless specifically noted as optional, the Respondent must complete the following fields for each Commodity Group and Manufacturer / Brand Name offered in the Section 7.1, Price Sheet & Ordering Instructions, Price Sheet tab:

- Organization Name;
- Base Equipment MSRP Discount [##.##%];
- OEM Options, Accessories, & Implements MSRP Discount [##.##%] (Except Group No. 15);
- OEM Parts MSRP Discount [##.##%] (Optional); and
- MSRP List [Include MSRP List Name, MSRP List Date, and MSRP List Pages / Sections].

Note: See Section 3.9.5, Supporting Documents, MSRP List for additional information.

The light-yellow colored spaces (cells) on the Price Sheet & Ordering Instructions, Section 7.1, are the places where the Respondent may offer specific Base Equipment MSRP Discounts; OEM Options, Accessories, & Implements MSRP Discounts; and OEM Parts Discounts and is required to supply accurate, compliant, and complete information per the requirements, specifications, terms, and conditions herein. These light-yellow colored spaces (cells) on the Price Sheet & Ordering Instructions may contain bracketed notes providing instructions and requirements to assist the Respondent in providing the required information in the required format. Where provided, the Respondent shall follow the instructions and formats noted in any bracketed instructions for all Commodity Groups and Manufacturer / Brand Names offered.

Should a Respondent not offer a specific Commodity Group or Manufacturer / Brand Name, they shall leave the associated line (row), space(s), and field(s) untouched or blank (do not delete the line (row)); it is not required to mark a line as "No Bid". Where a Commodity Group and Manufacturer / Brand Name is offered, the Respondent must offer the associated Base Equipment MSRP Discount and OEM Options, Accessories, & Implements MSRP Discount along with supplying the applicable MSRP List information. The Respondent is not required, but is encouraged to offer the associated OEM Parts Discount. **Offers for Base Equipment Discounts without an offer for the associated OEM Options, Accessories, & Implements MSRP Discounts will be rejected as non-responsive. Offers for OEM Options, Accessories, & Implements MSRP Discounts and / or OEM Parts MSRP Discounts without an offer for the associated Base Equipment Discounts will be rejected as non-responsive. Offers not including the applicable MSRP List information will be rejected as non-responsive.**

All Prices will be in U.S. Dollars, whole (\$USD; e.g., \$999.999); all Discounts shall be a positive Percentage to the one-hundredth decimal place (%; e.g., 99.99%); and all Dates will be in full standard numerical format (e.g., ##/##/####). The Respondent agrees and confirms that the prices (net after discount, as applicable) offered do not exceed the MSRP for the respective Commodity.

The Respondent may offer only Commodities that meet or exceed the solicitation's requirements, specifications, terms, and conditions, and for which the Commodity Group and Manufacturer / Brand Name is listed in the Price Sheet & Ordering Instructions (Section 7.1). Should a Respondent submit a Response containing a Commodity that does not meet or exceed the solicitation's requirements, specifications, terms, and conditions, and for which the Commodity Group and Manufacturer / Brand Name is not listed in the Price Sheet & Ordering Instructions, that offer will be disqualified as non-responsive. The Department in its sole discretion shall determine the acceptability of a Manufacturer / Brand Name and Commodity offered.

The Price Sheet & Ordering Instructions, Section 7.1, will be submitted to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation. **Failure to properly submit or provide a compliant Section 7.1, Price Sheet & Ordering Instructions, with the Response shall result in the Respondent being deemed non-responsive.**

3.9.3 Alternate Responses

EXHIBIT "A"

Respondent may not submit more than one offer for each listed Manufacturer / Brand Name per Commodity Group. The Department seeks each Respondent's single-best Response by Manufacturer / Brand Name per Commodity Group.

3.9.4 Full-Service Repair Facilities

Respondent must offer Commodities and contractual services having a minimum of one (1) Manufacturer's authorized Full-Service Repair Facility available in the State of Florida from which the Commodities offered may be installed, serviced, and repaired under Warranty and the requirements, specifications, terms, and conditions of the Contract, if awarded. Provision of a Manufacturer's authorized Full-Service Repair Facility shall be a requirement for the entire Period of Agreement, Section 5.2. Respondent shall submit with their Response an answer in the MyFloridaMarketPlace Sourcing Tool RFX Info section of the solicitation attesting to this requirement. **A positive, "Yes", answer is one requirement of a responsive Response.**

3.9.5 Supporting Documents

Respondent shall submit the following Supporting Documents with their Response, as noted:

- **MSRP List:** With the Response, Respondent shall provide one (1) applicable, current, complete, and separate MSRP List (as defined under Section 3.3(n)) for each Commodity Group and Manufacturer / Brand Name offered under Section 7.1, Price Sheet & Ordering Instructions. Therefore, multiple MSRP Lists may be required (e.g., by Commodity Group and Manufacturer / Brand Name).

The MSRP List will include the Manufacturer's Item Number, Manufacturer's Item Description, and MSRP for only and each of the Manufacturer / Brand Name and Commodity Group's applicable Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts offered. The MSRP List must include the applicable Commodity Group, Manufacturer / Brand Name, MSRP List Name, and MSRP List Date on the cover or first page.

The submitted MSRP List(s) shall only be submitted and accepted as follows:

- o MSRP List specific terms and conditions which conflict with the requirements, specifications, terms, and conditions of the solicitation and resulting Contract, if awarded, must be deleted, omitted, removed, concealed, or marked void;
- o In Adobe Acrobat 9 or earlier (.pdf) electronic format (encoded or scanned) with logical electronic filenames, and
- o On CD(s) or DVD(s) [clearly mark the exterior of each CD or DVD for its general content].
- o Note: It is the Respondent's responsibility to ensure that the documents and discs are applicable, complete, and readable. Non-compliant or non-readable documents and discs will be rejected.

The Supporting Documents shall be mailed to the Department per Section 3.9.1 of the solicitation. **Failure to provide accurate and compliant Supporting Documents with the Response will result in the Respondent being deemed non-responsive.**

3.9.6 Manufacturer's Certification

Respondent shall submit one (1) completed Manufacturer's Certification form (Section 7.3), certifying that the Respondent is the Manufacturer or a Dealer for each Manufacturer / Brand Name they offer Commodities for as part of their Response. The Manufacturer's Certification form must be executed by the Manufacturer only and may not be completed by a Dealer or third-party. Dealer agreements will not be accepted in lieu of a Manufacturer's Certification form. The Manufacturer's

EXHIBIT "A"

Certification form shall be mailed to the Department per Section 3.9.1 of the solicitation. **Failure to provide a complete and compliant Manufacturer's Certification form with the Response will result in the Respondent being deemed non-responsive.**

3.9.7 Savings / Price Reductions

Respondent shall submit one (1) accurately completed Savings / Price Reductions form (Section 7.4) with their Response containing the required aggregate Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts Discount savings information for each Commodity Group and Manufacturer / Brand Name offered and a method(s) for the Department to verify the savings information provided. The Savings / Price Reductions form will not be used to determine award, only to verify the Savings / Price Reductions being offered. The Savings / Price Reductions form shall be mailed to the Department per Section 3.9.1 of the solicitation. **Failure to provide the Savings / Price Reductions form with the Response may result in the Respondent being deemed non-responsive.**

3.9.8 Ordering Instructions

Respondent shall submit one (1) completed Ordering Instructions Form (contained within Section 7.1, Price Sheet & Ordering Instructions) with their Response identifying persons responsible for answering questions about the Response and administering the Contract, if awarded, and shall provide information necessary for placing orders and remitting payments under the Contract, if awarded. Additional Ordering Instruction requirements, terms, and conditions can be found in Section 5.5, Ordering Instructions Information. The Ordering Instructions Form will be submitted with Section 7.1, Price Sheet & Ordering Instructions, to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation. **Failure to provide the Ordering Instructions Form with the Response may result in the Respondent being deemed non-responsive.**

3.10 Evaluation Criteria

The Department shall evaluate eligible responsive offers. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsive. The Department reserves the right to determine which Responses meet the requirements, specifications, terms, and conditions of the solicitation, and which Respondents are responsive and responsible.

3.11 Basis for Award

The Department shall make a single award statewide for each Manufacturer / Brand Name (Line Number) per Commodity Group to the responsive and responsible Respondent offering the highest Base Equipment MSRP Discount from the most recent and complete MSRP List (therefore providing the lowest Net Prices). Therefore, multiple Manufacturer / Brand Name awards per Commodity Code group are possible.

The Department reserves the right to make awards as determined to be in the best interest of the State of Florida, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State of Florida's best interest.

3.12 State Objectives

EXHIBIT "A"

Within thirty (30) calendar days following award of the Contract, if awarded, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.12.1 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the State's procurement process as both Contractors and Sub-Contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE Contractors (agents or Sub-Contractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other Eligible User) level.

3.12.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall submit as part of any response the Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3.12.3 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, one preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the Certification of Drug-Free

EXHIBIT "A"

Workplace form included in Section 7.6 of the solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation.

3.12.4 Products Available from the Blind or Other Handicapped (RESPECT)

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract 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 Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Contractor shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.12.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The State supports and encourages the use of Florida correctional work programs. 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, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; 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. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

The Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

3.13 Lobbying

Please reference Section 2.21, Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents are advised that the following will be included in the Contract for these services: In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency.

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