



DEPARTMENT OF MANAGEMENT SERVICES

"We serve those who serve Florida"

JEB BUSH Governor

Tom Lewis, Jr. Secretary

MyFlorida.com



Division of State Purchasing 4050 Esplanade Way Suite 360 Tallahassee, Florida 32399-0950

Telephone: 850-488-8440

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Internet: www.MyFlorida.com

CERTIFICATION OF CONTRACT

TITLE: Construction/Industrial Equipment, Trailers & Forklifts

CONTRACT NO.: 760-001-06-1

ITB NO.: 11-760-001-P

EFFECTIVE: October 26, 2005 thru May 31, 2007

SUPERSEDES: 760-001-03-1

CONTRACTOR(S): ABM Ventures DBA Yale Industrial Trucks (A) Briggs Equipment (A) ★ Gradall/ JLG Industries (A) GS Equipment (A) Highland Tractor (A) JCB (A) Joe Money Equipment (A) Nortrax Equipment (A) Ring Power (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 Equipment, Trailers & Forklifts 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 terms, prices, and conditions of this contract and with the suppliers 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.)


- D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, 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.
- F. CONTRACT APPRAISAL FORM - State Contract Appraisal, form PUR 7073 should be used to provide your input and recommendations for improvements in the contract to State Purchasing for receipt no later than 90 days prior to the expiration date of this contract.


Authorized Signature _____ 1/23/06
(date)

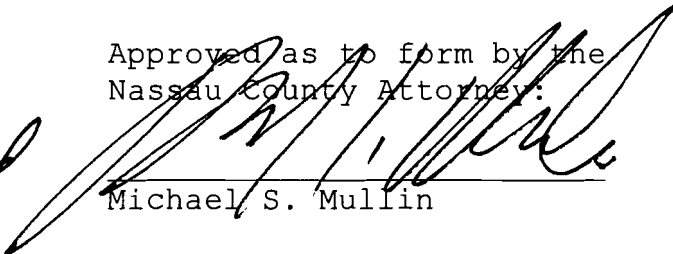
SPD/jdb

Attachments

ATTEST:


John A. Crawford
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

By 

CONTRACT ADMINISTRATOR

JIM DEN BLEYKER

PHONE: (850) 488-8367

SUNCOM: 278-8367

E-MAIL: denblej@dms.state.fl.us

Section 1.0 Special Instructions

1.01 Purpose and Scope:

The State of Florida, Department of Management Services, invites interested Bidders, including authorized dealers/resellers and manufacturers, to submit bids in accordance with the solicitation documents. The purpose of this solicitation is to establish an twenty four month (24) State Term Contract for the acquisition of Construction/Industrial Equipment, Trailers & Forklifts with the potential option for renewals as allowed by Chapter 287, Florida Statutes.

The intent is to obtain the most cost effective Construction/Industrial Equipment, Trailers & Forklifts for the State while maximizing the quality and level of service. Qualified companies must have the capability to provide the Construction/Industrial Equipment, Trailers & Forklifts in all respects in accordance with the solicitation documents.

The contract term is anticipated to begin July, 2005 and to end May 31, 2007.

State Purchasing Analyst Conducting Solicitation:

Jim Den Bleyker
Purchasing Analyst, State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
(850) 488-8367
(850) 488-5498 (facsimile)
denblej@dms.state.fl.us

1.02 Event Calendar:

Bidders should review and become familiar with the Event Calendar and the solicitation documents. **The Event Calendar included in Section 4.0 gives the date and time (where applicable) for major activities in the solicitation.**

1.03 MyFloridaMarketPlace Sourcing Tool Training:

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing tool. Optional training on how to respond to this ITB electronically will be offered by conference call on **May, 2005 from 2-4 pm EST**. The **conference call-in number is (850) 414-1706**. Training materials can be found 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 / assistance on using the Sourcing tool, please visit the MyFloridaMarketPlace website at the following link:
http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

This site includes:

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

1.04 Sourcing Tool Tips:

When working in the Sourcing tool, be aware of the twenty 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 minutes to insure your entries, since you last saved, are not lost.

Please note that clicking the SAVE button within the Sourcing tool only saves your bid responses. The SAVE button **does not transmit your bid response to the State**. In order to transmit your bid response to the State, you must click the SUBMIT button on the SUMMARY page of the bid response.

After clicking the SUBMIT button, it is your responsibility to check your submitted bid response within the Sourcing tool to verify that your response is accurately and completely captured within the Sourcing tool. You must do this while there is time remaining in the bidding period in case you discover an error and need to resubmit a revised bid response.

To validate your bid response, you should do the following before the bidding period ends:

1. Go to the "My Bids / My Responses" tab within the Sourcing tool after you submitted your bid response
2. Click on the Bid ID number of your last submitted bid response
3. Review entire bid 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 / scanned documents - Can you open attached document and clearly view entire content?
- Offline electronic backup copy sent to the State (if applicable) - Can you open attached document and clearly view entire content? Does content of this file match your bid response within the tool (e.g., not an earlier version or working copy)?
- Pricing Information - Are all prices you intended to submit visible and accurately captured within the Sourcing tool?
- Required Items - Are all items listed on Bid Preparation Checklist completed as required within the Sourcing tool?

Due to the very large size of the download, it is strongly recommended not to wait until the last minute and to validate your bid response.

1.05 Email Notification:

Vendors are reminded that the Sourcing tool's email notifications are an option provided to bidders as a courtesy. The State of Florida is not under any obligation and does not guarantee

that bidders will receive email notifications concerning the posting, amendment or close of solicitations. **Vendors are responsible to check the MyFloridaMarketPlace Sourcing tool and / or the Vendor Bid System for information and updates concerning solicitations.**

1.06 Order of Precedence:

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions shall prevail.

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

- Technical Specification, (Section 2.0)
- Special Instructions, (Section 1.0)
- General Contract Conditions (PUR 1000)
- General Instruction to Respondents (PUR 1001)
- Forms, (Section 4.0)
- Price Sheets, (Section 3.0)

1.07 Who May Bid:

The Department will accept bids from Construction/Industrial Equipment, Trailers & Forklifts manufacturers, dealers / representatives and certified representatives satisfying the Technical Specifications (Section 2.0) and Price Sheets (Section 3.0).

By submitting a bid, each bidder certifies that it satisfies the following criteria, in addition to any other specified in the solicitation documents. Failure to supply this information if requested may result in disqualification of your bid.

In furtherance of the One Florida Initiative, bidders are encouraged to seek the participation of certified minority business enterprises (CMBE). Information on the One Florida Initiative and CMBEs is available from the Office of Supplier Diversity at <http://osd.dms.state.fl.us>.

1.08 Execution of Bid:

The bid shall include all appropriate forms located within the MyFloridaMarketPlace Sourcing tool RFX Info Section. Requested question responses, location choices and pricing shall be entered electronically in the MyFloridaMarketPlace Sourcing tool during this solicitation as indicated. Failure to provide all requested information within the bid package may result in rejection of the bid.

1.09 Submittal of Bid:

Respondents will submit their offer via the MyFloridaMarketPlace Sourcing tool in the System. The current Manufacturer's Standard Price List, Technical Documentation and Warranties shall be mailed to the attention of:

**Jim Den Bleyker
State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950**

Outer packaging shall clearly state Bid Title, Bid (solicitation) Number, Bid Opening Date and Time!

In the event a bidder submits more than one response in the MyFloridaMarketPlace Sourcing Tool, only the last response received by the system shall be considered for award. Previous bids will not be visible to the State of Florida. Bids not submitted within the System shall be rejected. Each bidder is responsible for ensuring that its bid is submitted at the proper time. The Department shall not consider late offers and the System will NOT accept offers after the due date and time specified in the Event Calendar or as amended by the Department. The System will require Bidders to review the Bid Preparation Checklist and confirm that they have completed all required activities before accepting offer. The Bid Preparation Checklist does not relieve the Bidder of responsibility for ensuring that all requirements of the ITB are included with the bid submittal. **OFFERS MUST BE SUBMITTED IN THE MYFLORIDAMARKETPLACE SOURCING TOOL BY THE DATE AND TIME SPECIFIED ON THE EVENT CALENDAR.**

Offers not submitted within the System shall be rejected. Each Bidder is responsible for ensuring that the offer is submitted before the submittal deadline noted on the Event Calendar.

1.10 Alternate Bids:

A bidder may not submit more than one bid. (Such as a separate bid for different models). The Department seeks each bidder's single-best response.

1.11 Eligible Customers of Contract:

All Florida government entities are considered Eligible Customers of the contract. This includes, but is not limited to Executive Branch, Legislative Branch, Judicial Branch, K-12, universities, community colleges, counties, cities, and other entities approved by the Department of Management Services. With the consent of the successful bidder(s), purchases may be made under the terms and conditions of this solicitation by governmental entities located outside the State of Florida. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract. Also, with the consent of the successful bidder(s), purchases may be made under the terms and conditions of this solicitation by vendors providing commodities and contractual services to Eligible Customers, under the condition that Construction/Industrial Equipment, Trailers & Forklifts are being used in the delivery of commodities and contractual services to Eligible Customers.

1.12 Amendments to the Solicitation Documents:

The Department reserves the right to issue amendments to the solicitation. Notice of any amendment will be posted within MyFloridaMarketPlace using the message board and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying

and/or reviewing the formal changes to the solicitation. Each bidder is responsible for monitoring the sites for new or changing information concerning this solicitation.

1.13 Bid Evaluation Criteria:

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

1.14 Ordering Instructions:

On the Ordering Instructions form included in these solicitation documents, bidders shall identify persons responsible for answering questions about the bid and administering the Contract and shall provide information necessary for placing orders under the Contract.

1.15 Estimated Quantities:

To assist bidders in the bid process, gross estimated historical annual spend is provided. Spend is based on FY 03 / 04 data. This figure should not be construed as commitments.

FY 03 / 04 Estimated \$10.8 million

The above figures reflect estimated spend generated by State Agencies and by Eligible Customers as defined in Section 1.11.

1.16 Basis for Award:

The Department shall make four (4) separate awards per commodity on a statewide basis for the following purchasing methods:

1. Total Cost of Operation, Life Cycle Analysis including Guaranteed Maintenance and Repurchase.
2. Annual lease
3. Monthly lease
4. Purchase

1. Evaluation and Award of Total Cost Bids with Guaranteed Maintenance and Repurchase: Each Total Cost Bid will be evaluated as follows: The total evaluated cost shall be equal to the equipment price (Item 1) as stated on the price sheet plus the present worth of the guaranteed maintenance cost (Item 2) less the present worth of the guaranteed repurchase amount (Item 3). The present worth of each amount stated in Item 2 and 3 shall be calculated using the following formulas:

(i = annual interest rate (6%), n = number of years (5)):

Guaranteed Maintenance (Item 2)

$$\begin{aligned} \text{Present Worth (maintenance)} &= \frac{\text{GM} ((1 + i)^n - 1)}{n (i(1 + i)^n)} \\ &= \text{GM} (0.842473) \end{aligned}$$

Guaranteed Repurchase (Item 3)

$$\begin{aligned} \text{Present Worth (repurchase)} &= \frac{\text{GR}}{(1 + i)^n} \\ &= \text{GR} (0.747258) \end{aligned}$$

Conditions of Agreement for Guaranteed Maintenance and Guaranteed Repurchase are as Follows:

Item 1 - Machine to be equipped per general bid specifications. The amount bid under this item will be paid to the successful bidder upon receipt and acceptance of the equipment.

Item 2 - Guaranteed maintenance to be for a period of five (5) years from the receiving date of the equipment, including the factory warranty period or hours of operation, whichever occurs first. Guaranteed maintenance shall include all parts and labor except the following:

1. Glass, Filters, fan belts, cutting edges, lubricating oil, tires except defective destruction, fuel, antifreeze, hydraulic oil, and batteries.
2. Damage resulting from fire, windstorm, flood and rising water, theft, vandalism, abuses, and neglect.

The bidder guarantees that the cost of repairs, included in guaranteed maintenance for the period stated above, represents the maximum amount the Eligible User will have to pay and that any such repair costs in excess of this amount will be paid by the bidder. The adjusted net price is for bid evaluation purposes only. If the cost of guaranteed maintenance during the period stated in Item 2 does not exceed the amount stated in Item 2, the Eligible User will pay only the actual cost.

All guaranteed maintenance shall be performed by the bidder in their local shop with the following conditions:

1. If the workload in the bidders shop is such that repairs cannot begin within twenty-four (24) hours after equipment breakdown and continue at a reasonable rate, the Eligible User will have the option of repairing the equipment in the Eligible User's shop with Eligible User labor and parts recommended by the bidder or by an agreed upon outside source. Parts and labor costs of repair to be credited against maintenance contract.
2. If the repairs to be made are of a minor nature and do not justify carrying the machine to the vendor's shop, the Eligible User will have the option of making such repairs in the Eligible User's shop with parts recommended by the vendor. Parts and labor costs of Eligible User's personnel to be credited against maintenance contract and such costs to be based on the Eligible User shop rates in effect at the time of the repairs.
3. If for any reason other than lack of parts availability, the equipment is not repaired within five (5) working days of the date of equipment breakdown, the vendor shall furnish the Eligible User cost-free a similar piece of equipment for use until repairs are completed.

Payment to the vendor for guaranteed maintenance shall be made by the Eligible User as repairs are made and billed to the Eligible User. At such time during the five (5) year maintenance period, the amount paid to the vendor by the Eligible User for guaranteed maintenance equals the amount bid in Item 2 of the above quotation, the vendor will assume, for the balance of the five (5) year period or hours of operation, all costs, labor, and parts, for all required guaranteed maintenance to keep the equipment in a safe and satisfactory operable condition.

The Eligible User will provide a proper level of maintenance on the equipment purchased and will follow the recommended practice of the vendor pertaining to oil changes, adjustments, parts replacement, and any other maintenance procedure as published by the vendor.

The vendor will be required to make a regular monthly maintenance and general condition inspection and make a written report on the inspection to the employee designated by the Eligible User. Only parts recommended by the vendor may be used in the repair of the equipment. The Eligible User and the vendor have the right to examine the others records at any reasonable time and frequency.

Item 3 - The guaranteed repurchase price stated in Item 3 of the above quotation is the amount that the vendor will pay the Eligible User for the equipment at the end of the five years or hours of operation, whichever occurs first. The adjusted net price is for bid evaluation purposes only. The Eligible User will have thirty (30) days at the end of the specified time to accept this repurchase price or the contract will be terminated and the Eligible User may then use or dispose of the machine in any manner they desire. If the

Eligible User disposes of the equipment, rents, leases, or sells it before the specified time, the obligation of the vendor is ended.

All items, 1 through 3, must be bid or bid will not be considered.

On Total Cost Awards, Purchasers may negotiate with Contractors for option & accessories not listed in the standard specifications.

2. Lease: Annual: The Department anticipates a statewide award to the lowest responsive Bid for each specification meeting specifications including total maintenance, delivery & pickup for annual Lease. Lease prices submitted with this bid shall remain firm throughout the life of the Contract. For leases, Purchasers may negotiate with Contractors for option & accessories not listed in the standard specifications.

The Florida Department of Financial Service's **prior approval** is required for State agencies to enter into or to extend any lease agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes. http://www.fldfs.com/aadir/cefp/equipment_leases.htm .

3. Lease: Monthly: The Department anticipates a statewide award to the lowest responsive Bid for each specification meeting specifications including total maintenance, delivery & pickup for a monthly Lease. Lease prices submitted with this bid shall remain firm throughout the life of the Contract. For leases, Purchasers may negotiate with Contractors for option & accessories not listed in the standard specifications.

The Florida Department of Financial Service's **prior approval** is required for State agencies to enter into or to extend any lease agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes. http://www.fldfs.com/aadir/cefp/equipment_leases.htm .

4. Outright Purchase: The Department anticipates a statewide award to the lowest responsive Bidder, with price being the controlling criterion, for each specification for Equipment and Options. All Equipment shall be FOB Destination.

For each Specification the Contractor shall bid the following:

- A total price for the specified Equipment, and Options as listed, including all delivery and all installation costs of options of said Equipment to the Eligible User.
- A percentage discount for the Manufacturer's non-specified Options including all installation costs. This discount must be bid in order for the Bidder to be deemed responsive; however this will not be part of the basis of award.

Additional bid requirements:

- Percentage discounts for the Manufacturer's Options/accessories offered shall be firm for the Term of the Contract, as defined herein, and will apply to the Manufacturer's current published retail price list in effect at time of the Bid.

- Additionally, the Contractor shall submit a current Manufacturer's Certification, as contained herein, and the current Manufacturer Retail Price List. Failure to include any of the above-referenced information or any other information listed in Section 1.02 of the ITB may result in disqualification and rejection of your bid for being non-responsive.
- The Contractor shall have an existing Authorized Manufacturer's Service Center/Distributor location in the State of Florida at the time of Bid opening. Failure to have an existing authorized Manufacturer's Service Center/Distributor location within the State of Florida shall disqualify the Bid.
- The Contractor shall provide one (1) complete set of descriptive literature illustrating all Equipment bid. The literature shall include product specifications and provide clearly written warranties and/or guarantees identifying the specific type of coverage and the total period of said coverage. Failure to submit the above information will result in the Bid being disqualified.

The Department reserves the right to accept or reject any and all bids, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.

1.17 Period of Agreement/Price Escalation:

This agreement shall be in effect from the start date of the contract for an initial period of twenty four (24) months with an option to renew for two additional (12) month periods. Renewal is contingent upon satisfactory performance by the successful bidder.

A price adjustment to all awarded items may be made after twelve (12) months, for both the original and renewal term of the contract (if renewed). This price adjustment shall be based on increases in the manufacturer's published retail pricelist. The percentage discount shall not change during the entire term of the contract.

1.18 State Objectives (rev. 07/28/04):

Within thirty (30) calendar days following award of the contract, the successful bidder 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.

1) One Florida Initiative: Florida is a state rich in its diversity. Governor Bush's One Florida Initiative is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the state.

To this end, it is vital that minority and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.

To track the success of the One Florida Initiative, which has achieved substantial gains in extending opportunity to minority- and women-owned businesses, the State of Florida maintains data to establish benchmarks from which to measure supplier diversity in State contracting. Vendors who contract with the state are obligated to provide information related to the use of minority- and women-owned businesses and subcontractors.

The Contractor shall submit documentation addressing the Governor's One Florida Initiative and describing the efforts being made to encourage the participation of small and minority and women-owned businesses. Please refer to the Governor's "Equity in Contracting Plan" when preparing this documentation:

http://www.oneflorida.org/myflorida/government/governorinitiatives/one_florida/equity_contracting.html

Equity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Equity in Contracting documentation shall include the timely reporting of spending with certified and other minority business enterprises. Such reports must be submitted at least quarterly and 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.

2) Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall submit as part of any proposal 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 Respondent 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 Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

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 proposals are received, preference shall be given to a proposal 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. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of bid.

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 bid.

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 bid.

1.19 Customer Sales and One Florida Reporting Summary for the Contract:

- A. Quarterly Sales Summaries, The Contractor is required to provide quarterly contract Sales Summaries to the Purchasing Analyst within fifteen (15) days after the end of each calendar quarter. The quarters will end on March 31, June 30, September 30, and December 31, of each year during the term of the contract. Initiation and submission of the quarterly Sales Summaries are to be the responsibility of the contractor without prompting or notification by the Purchasing Analyst. Sales Summaries shall document all orders completed, and for which payment was received, during the specified quarter. The Report shall also document the quantity and total price for products sold differentiating between State & Political Subdivisions. Report forms shall be distributed in electronic format to the awarded contractors upon contract signature.

- B. Transaction Fee Report required reports, in electronic format, for information on how to submit your Transaction Fee Report 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>). Vendors may also receive assistance with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 1-866-FLA-EPRO (1-866-352-3776).
are the following:

- Fiscal Monthly Reports (as requested by Department or Customer)
- Total dollar value of purchases and total number of orders
- Total value of purchases and total number of orders by Customer
- Total purchases by State of Florida Class Code
- Total purchases by Customer
- Total purchases on P.O. vs. purchasing card

1.20 Purchasing Card Program:

The State has implemented a purchasing card program through Bank of America, using the Visa network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, bidders must presently have the ability to accept Visa or take whatever steps necessary to implement the ability before the start of the Contract term. **On a case by case basis, and upon mutual agreement of the Eligible User and the Contractor, Eligible Users may purchase Equipment (and options, if any) using the purchasing card**

1.21 Special Accommodation:

Any person requiring a special accommodation at State Purchasing because of a disability should call State Purchasing at (850) 488-8440 at least five (5) workdays prior to the bid opening. If you are hearing or speech impaired, please contact State Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

1.22 Contact Information:

Bidders shall identify the person responsible for establishing and administering specific agreements with Eligible Customers under the terms of this Contract in the Contact Person section of the MyFloridaMarketPlace RFX Info Section.

1.23 Notice to Provider:

The employment of unauthorized aliens by any Provider is considered a violation of Section 247A(e) of the Immigration and Nationalization Act. If the Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

2.0 Technical Specifications

2.01 Conditions.

Bidders not supplying one of the representative models listed in the heading of the detailed specification/price sheets must submit, with their bid, manufacturer's literature and/or information to clearly substantiate that the equipment bid meets or exceeds the requirements of these specification/ price sheets. Bidders not supplying one of the representative models listed in the heading that do not provide required literature and/or information will have their bid rejected. The term "Approved Equivalent" indicates a model or component that is equivalent to a manufacturer's model listed in the detailed specification/price sheet, or a manufacturer's component, or a specifically indicated aftermarket component. The Department hereby reserves the right to consider manufacturer's literature that is in possession of the Department, if the literature or information supersedes the manufacturer's literature or information submitted by the bidder.

All equipment, options and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service. All components must be new. In addition to equipment defined by this specification and by the applicable detailed specification/price sheets, equipment shall contain all standard equipment as specified by the Manufacturer for this model. The Contractor shall not remove any standard equipment from any equipment supplied under this Contract.

Complete manufacturer's literature must be supplied with the bid for any model equipment, component or option that is not included in the Specification/Pricesheets, or is to be supplied from a source other than the manufacturer. The State shall be the sole entity that will determine the equivalency of components, equipment, and materials.

2.02 Manufacturer's Certification of Dealer.

Bids submitted by other than the equipment manufacturer, shall include a certification executed by the manufacturer, stating that the bidder is an authorized dealer/representative of the manufacturer. Dealer agreements shall not be accepted in lieu of manufacturer certification. Bids requiring manufacturer certification will not be considered if certification is not submitted with the bid.

2.03 Ceiling Prices.

The Base Equipment prices and the individual options prices contained on the Specification/Price Sheets are the "Ceiling Prices" during the Contract term. The Ceiling Prices include all dealer preparation, environmental fees, title and registration fees, handling, shipping charges and delivery to any point in the state of Florida, exclusive of taxes. Customers may negotiate a price for equipment and options with the Contractor, provided the negotiated prices do not exceed the Ceiling Prices for the equipment and options desired. Any price decrease to the Ceiling Prices effectuated during the Contract Term by reason of market change or volume of services shall be passed on to the Customer. The Bidder shall indicate the additional discount given to the Customer for pick-up of Equipment by the Customer from the Bidder. Bidder shall identify the estimated delivery date of the Equipment in the space provided on the Specification/Price Sheets. Bidder shall indicate on applicable options listed in each Specification/Price Sheet the following codes:

RPO for other options that are required for the purchase of the option Bid. List all other options required by the Manufacturer for the purchase of the option Bid.

NA for unavailable options.

NC for options available at no cost, but not standard.

STD for equipment that is standard and will be included on all units.

ICO for options included with option Bid. List all options included with the option Bid.

Bidder must indicate any options requiring the purchase of other options, and also indicate options which are included as a part of another option. No items listed as an option in any specification may be included in the Base Equipment price unless it is listed in the Equipment Manufacturer's standard literature as standard equipment on the model, and the item is not available from the Manufacturer as an option on the model. If a Contractor includes an item in the Base Equipment that is listed in the specifications as an option, and the item is not included by the Equipment Manufacturer as part of his standard unit, the Department may consider same as an event of default. The Ceiling Prices contained herein for any Equipment or option shall be lower than the Manufacturer's published or calculated retail price. In the event a Ceiling Price for any Equipment, or price evaluation option, is found to be above the Manufacturer's published or calculated, retail price the Department shall consider this an event of default.

2.04 Parts, Accessories and Attachments.

Bidders shall submit price list(s) with a percentage discount for parts, accessories and attachments. This discount must be bid in order for the Bidder to be deemed responsive; however this will not be part of the basis of award. Customers will have the option to purchase parts, accessories and attachments from the Contract or from other providers.

2.05 Factory Installed and Aftermarket Components.

A. All components of the Equipment Bid, including options, shall be installed by the equipment manufacturer, except for the following reasons:

1. If it is specified as a dealer installed option or component by the technical specifications.
2. If factory parts and components are not installed by the Manufacturer and are required or authorized by the Manufacturer to be dealer installed.

B. In the event any component(s) is found to be missing from the equipment, or is found to be incorrect or a non-approved component(s), before or after the unit has been accepted by the Customer, the Contractor may be required to do one of the following:

1. Replace the Equipment with Equipment that meets the specifications.
2. Either install/replace the missing/incorrect component(s).
3. Refund the published retail price of the missing/incorrect component(s) to the Customer.

In the event of non-specification, or missing components, the Customer shall decide which course of action best fits their needs. If any specified factory installed component or specified aftermarket component is not available from the Equipment Manufacturer or the specified

aftermarket Equipment Manufacturer, it is the Contractor's responsibility to notify the state of this problem.

It is the Contractor's responsibility to insure that the equipment ordered by the Customer is fully compatible with all ordered options and that the equipment will comply with all applicable Manufacturer and industry standards. The Contractor's acceptance of a Customer's order will indicate that the Contractor agrees to deliver equipment that will be fully compatible with all of its options. Any changes after the delivery of equipment that are required to bring a unit into compliance with its various options due to an incorrect order will be accomplished at the Contractor's expense.

In the event of a conflict between the specific quantitative requirements of the base non-optional portion of the Specifications/Price Sheet and what is available from the Manufacturer for the models listed in the heading of the detailed specification, the model listed in the heading of the detailed specification shall take precedence.

2.06 Price Quotes.

The Contractor agrees that any and all price quotes to a Customer for Equipment must be submitted in the same general basic format that is used for the Sample Quote Sheet, contained in Paragraph 2.17.

The Bidder agrees that any and all price quotes shall include the following:

1. State contract specification number and contract description, along with the base cost.
2. Individual option description and numeric option code of each Contract option quoted, along with the cost.
3. Total State Contract cost.
4. Individual descriptive listing of each non-Contract option (if applicable), along with each non-contract option's cost and a notation that the option is a non-Contract option.
5. Total cost of non-Contract options.
6. Total cost of the Equipment.

2.07 Ordering Instructions/Purchase Order.

A Purchase Order shall be issued by the Customer in accordance with the Ordering Instructions Section and Sample Purchase Order, Paragraph 2.18. The Customer shall be responsible for identifying the total cost for the Equipment(s) and option(s), if any, on the Purchase Order, based on its negotiations with the Contractor. The Contractor is prohibited from negotiating prices that exceed the Ceiling Prices set forth on the Specification and Price Sheets, and from billing at prices that exceed the total cost on the Purchase Order.

1. Bidder shall state in the space provided on each Specification/Price Sheet the **approximate** time required for delivery after receipt of Purchase Order.
2. All Equipment ordered prior to the Manufacturers' close of production and in accordance with the Contract shall be supplied in the Manufacturers' next model run of that class of Equipment even if it requires supplying a new equipment year at the original Bid prices.

3. Contractor shall place an order with the Manufacturer within seven (7) calendar days after receipt of Purchase Order. Contractor shall assure that all orders are placed in full compliance with specifications and Purchase Order.

4. Equipment that is specified by the Contract as a State of Florida Base Unit is the minimum specification that can be ordered under the Contract.

5. The successful Contractors shall not accept a Purchase Order for Equipment purchased under the Contract unless it includes the Contract number, commodity number, all applicable Contract option numbers and the applicable prices. The Purchase Order must include separate prices for the State of Florida Base Unit and each specified option (see enclosed Sample Purchase Order, Section 2.19).

2.08 Federal and State Standards.

It is the intent that all specifications are in full and complete compliance with all Federal and State of Florida laws and regulations that apply to the type and class of Equipment being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards (FMVSS), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) Standards, and Florida requirements for external noise control that apply to the type and class Equipments being provided. If an apparent conflict exists, the Contractor must contact the Department immediately. In addition, any Federal and State legislation which should become effective regarding equipment safety shall immediately become a part of this Contract. Contractor shall have the option to meet or exceed any such safety standard or cancel its portion of the Contract by providing thirty (30) days written notice to the Department.

2.09 Pre-Delivery Services.

The Contractor shall provide, at time of delivery, a completed copy of the Manufacturer's standard retail sale pre-delivery inspection form. Deliveries Without The Completed Pre-Delivery Inspection Form Will Be Rejected. The Contractor shall be responsible for delivering equipment that is properly serviced, clean, and in first class operating condition

Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with recommended grades of lubricants.
2. Check all fluid levels to assure proper fill.
3. Adjustment of engine to proper operating condition.
4. Inflate tires to proper pressure.
5. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features.
6. Cleaning of equipment, if necessary, and removal of all unnecessary tags, stickers, papers, etc.
7. One Manufacturer's operator manual, and (if not included in operator manual) one each lubrication instructions and maintenance instructions to be delivered with each unit.
8. Unit to be completely assembled (unless otherwise noted in this specification), including options and attachments and shall have been thoroughly tested and be ready for operation upon delivery.

9. All dealer installed accessories shall be installed according to Manufacturer's specifications. All such accessories must be manufactured by a recognized Manufacturer of the product provided, unless the accessory is not available from a recognized Manufacturer.

2.10 Delivery.

1. The Parties agree that inspection and acceptance will be at the destination of the Eligible User unless otherwise provided in the Purchase Order. Title and risk of loss or damage to all Equipment shall be the responsibility of the Contractor until accepted by the Eligible User. The Contractor shall be responsible for filing, processing and collecting all damage claims. The Eligible Users shall assist by i.) recording any evidence of visible damage on all copies of the delivering carrier's bill of lading, ii.) report visible and concealed damage to the carrier and the Contractor, iii.) confirm said reports in writing within fifteen (15), days of delivery, requesting that the carrier inspect the damaged merchandise, and iv.) provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

2. Contractor shall complete delivery to the Customer within fourteen (14) calendar days after receipt of Equipment from the Manufacturer with one exception: Equipment requiring body installation must be delivered within forty-five (45) calendar days after receipt of equipment(s) from the Manufacturer. All deliveries shall be accomplished by transport. Delivery from the Contractor may be made for distances of less than three (3) miles by driving the equipment and must be supervised. The Contractor must comply with Manufacturer's break-in requirements and all applicable traffic laws.

3. Receipt of Equipment is defined as acceptance of the Equipment(s) from a common carrier at the Customer's place of business or any third party's place of business.

4. All warranties will begin at the time of acceptance by the Customer.

5. Contractor shall give a minimum of twenty four (24) hours notice to the Customer of delivery. Deliveries will be accepted only between 8:00 A.M. and 3:00 P.M. on the Customer's normal work days.

6. All self-propelled Equipment must contain no less than one fourth ($\frac{1}{4}$) tank of fuel as indicated by fuel gauge at time of delivery.

7. During the Term of the Contract, the Contractor shall supply printed sales literature and technical information to Customers upon request, unless the literature/information requested is available on the Contractor's web site.

2.11 Defect Remedy.

When Equipment requires service or adjustments upon delivery, the Contractor shall either remedy the defect or be responsible for reimbursing the manufacturer's local authorized dealer or others to remedy the defect. Such service or adjustments shall be initiated by the Contractor within forty eight (48) hours (not including weekends and holidays) after notification by the Eligible Customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory and the equipment is re-delivered. The provisions of the delivery paragraph shall remain in effect until the re-delivery is accomplished. The cost of any transportation required shall be the responsibility of the Contractor until the equipment is satisfactorily accepted by the Eligible Customer.

2.12 Acceptance.

The Parties agree that the Customer maintains the responsibility to thoroughly inspect the Equipment prior to acceptance. The Contractor shall provide a copy of the specifications and Purchase Order to the Customer with the Equipment. The Customer shall, within forty eight (48) hours, inspect the Equipment and compare the specifications, Purchase Order, and Manufacturer's window sticker or Manufacturer's invoice to ensure Equipment meets or exceeds the requirements of the specifications and Purchase Order. In addition, the Customer shall inspect the Equipment for any and all physical damage. Failure to discover an error in the Equipment's components will not relieve the Contractor from correcting the error in the event it is found anytime after the Equipment is received by the Customer.

Delivery of the Equipment to a Customer does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the Equipment meets Contract specifications and requirements listed below. Should the delivered Equipment differ in any respect from the specifications, payment will be withheld until such time as the Contractor completes necessary corrective action.

The Department shall be notified of the deviation in writing within ten (10) calendar days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not acceptable to the Customer, the Department may authorize the Customer to refuse final acceptance of the Equipment(s), in which case the Equipment(s) shall remain the property of the Contractor and the State shall not be liable for payment for any portion thereof. The Parties agree that the Equipment shall be delivered with each of the following documents completed/included:

1. Copy of Manufacturer's Invoice(s) (prices may be deleted) for each unit and option in the shipment.
2. Copy of Pre-Delivery Service Report.
3. Copy of Warranty Certifications.
4. Operator's Manual.
5. Copy of Customer's Purchase Order.
6. Copy of the Applicable Specification/Price Sheet.
7. Manufacturer's Certificate of Origin, if applicable.

Deliveries that do not include the above forms and publications, or that have forms that have been altered, or are not properly completed, will be refused!

2.13 Warranty.

The Contractor shall provide the customer at the time of delivery, the Manufacturer's standard new equipment warranty against defective material and workmanship. Failure by any Contractor, as an authorized representative of the Manufacturer, to render proper warranty service/adjustments, shall subject that Contractor or representative to suspension from the State's approved vendor listing as well as any other remedies until satisfactory evidence of correction is presented to the Department. The Manufacturer's warranty coverage must be identical to the warranty normally provided for equipment sold to the State and local governments. A copy of the warranty must be delivered with each item of equipment.

2.14 Equipment Change.

The Contractor agrees that any Equipment which, as a result of revisions, alterations, additions, or technical improvements, that meet or exceeds the requirements of this Contract, must be offered for approval to the Department for consideration for replacement of the discontinued Equipment during the Term of this Contract. Any new approved Equipment must be priced the same or less as those replaced. The replacement item must meet or exceed the preceding item's features and functions. The Contractor shall submit a request to discontinue items and provide a formal announcement from the manufacturer that the model has been discontinued and replaced.

2.15 Quarterly Sales Summaries.

The Contractor is required to provide quarterly contract Sales Summaries to the Purchasing analyst within fifteen (15) days after the end of each calendar quarter. The quarters will end on March 31, June 30, September 30, and December 31, of each year during the term of the contract. Initiation and submission of the quarterly Sales Summaries are to be the responsibility of the contractor without prompting or notification by the Purchasing Analyst. Sales Summaries shall document all orders completed, and for which payment was received, during the specified quarter. The Report shall also document the quantity and total price for products sold differentiating between State & Political Subdivisions. Report forms shall be distributed in electronic format to the awarded Contractors upon Contract signature.

2.16 Additions/Deletions

During the term of the Contract resulting from this Invitation to Bid, the State shall have the right to add/delete products upon mutual written agreement of both parties. Addition of items shall be at mutually agreed prices, terms and conditions accepted in writing by both parties.

2.17 Sample Price Quote Sheet

Contractor: The Forklift Co.

Purchaser: The City of Anytown

State Contract Number: 760-001-06-1

Percentage Discount off the Current Published Retail Price for Base Unit: 40 %

DATE OF CURRENT PUBLISHED RETAIL PRICE BOOK: January 6, 2006

Percentage Discount Off the Current Published Retail Price for Attachments/ Equipment: 30 %

Date of Current Published Retail Price Book: January 1, 2006

DATE:

ORIGINATOR:

PURCHASE
ORDER NO.

March 9, 2005

J.P. SMITH

F-12345

Quantity	Commodity Code	Description	Retail Price Each	Percentage Discount	Discount Price Each	Total Price
2 EA.	560-650-600	FORKLIFT TRUCK, 70 PTO HP	35,000.00	40%	21,000.00	42,000.00
2 EA.	8001	Special State Color	600.00	30%	420.00	840.00
NON-SPECIFIED OPTIONS						
2 EA.		HYDRAULIC SIDE SHIFT	300.00	30%	210.00	884.52
2 EA		MECHANICAL FRONT WHEEL	3,710.00	30%	2,597.00	5,194.00
Total Net Cost						\$48,454.00

AUTHORIZED SIGNATURE: _____ DATE: March 9, 2006

2.18 Sample Purchase Order

**CITY OF ANYTOWN
1234 SAND ROAD
ANYTOWN, FLORIDA 34567
TELEPHONE: (904) 345-6789**

DATE: March 9, 2006 ORIGINATOR: J.P. SMITH PURCHASE ORDER NO. F-12345

Quantity	Commodity Code	Description	Retail Price Each	Percentage Discount	Discount Price Each	Total Price
2 EA.	560-650-600	FORKLIFT TRUCK, 70 PTO HP	35,000.00	40%	21,000.00	42,000.00
2 EA.	8001	Special State Color	600.00	30%	420.00	840.00
NON-SPECIFIED OPTIONS						
2 EA.		HYDRAULIC SIDE SHIFT	300.00	30%	210.00	884.52
2 EA		MECHANICAL FRONT WHEEL	3,710.00	30%	2,597.00	5,194.00
Total Net Cost						\$48,454.00

NOTE:

ESTIMATED DELIVERY TIME: MAY 20, 2006

NOTE: THIS EQUIPMENT IS TO CONFORM TO ALL OF THE PROVISIONS OF THE CONTRACT NUMBER 760-001-06-1, UNLESS OTHERWISE SPECIFIED BY THE ELIGIBLE USER

AUTHORIZED SIGNATURE: _____ DATE: March 9, 2006

NAME: THOMAS C. HART

TITLE: Purchasing Director

**State of Florida
PUR 1001
General Instructions to Respondents**

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

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.

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,
- 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.

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.

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.

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.

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.

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.
- To the best of the knowledge of the person signing the response, the respondent 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 commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - 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.

10. 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. 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.

11. 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. 119.07(6)(m), 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).

12. 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 http://fc.state.fl.us/owa_vbs/owa/vbs_www.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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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."

**State of Florida
PUR 1000
General Contract Conditions**

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

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

2. Purchase Orders. A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on

quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms 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 Contractor'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 Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. 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 Customer'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 Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

8. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

9. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

10. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

11. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

12. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

13. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least

inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

14. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

15. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

16. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

17. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

18. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

19. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

20. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and

costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

21. Limitation of Liability. For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

22. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

23. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

24. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

25. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE**

FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

26. Scope Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

27. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for

performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

31. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

32. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

33. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other

agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

34. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

35. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

36. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

37. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

38. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

39. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the 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>.

40. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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>.

41. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

42. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

43. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

44. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

45. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

46. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

CONSTRUCTION AND INDUSTRIAL EQUIPMENT INDEX

070-780-010 Trailer, Tilt Bed, Pintle Hitch, 10 Ton Capacity

070-780-015 Trailer, Tilt Bed, Pintle Hitch, 15 Ton Capacity

070-780-020 Trailer, Pintle Hitch, 10 Ton Capacity

070-780-025 Trailer, Pintle Hitch, 15 Ton Capacity

070-780-030 Low Bed Trailer, Level Deck, Fifth Wheel, 35 Ton Capacity

070-780-040 Trailer, Level Deck, Paver Special, 35 Ton Capacity

070-780-045 Trailer, Level Deck, Paver Special, 50 Ton Capacity

070-780-050 Trailer, Drop Deck, Detachable Gooseneck, 35 Ton Capacity

070-780-055 Trailer, Drop Deck, Detachable Gooseneck, 50 Ton Capacity

560-650-250 Forklift Truck, IC Engine, Four Wheel, Cushion Tire, 3,000 lb. Capacity

560-650-255 Forklift Truck, IC Engine, Four Wheel, Cushion Tire, 4,000 lb. Capacity

560-650-300 Forklift Truck, IC Engine, Four Wheel, Pneumatic Tire, 3,000 lb. Capacity

560-650-305 Forklift Truck, IC Engine, Four Wheel, Pneumatic Tire, 4,000 lb. Capacity

560-650-350 Forklift Truck, Electric, Three Wheel, Cushion Tire, 3,500 lb. Capacity

560-650-500 Forklift Truck, IC Engine, Four Wheel, Cushion Tire, 5,000 lb. Capacity

560-650-505 Forklift Truck, IC Engine, Four Wheel, Cushion Tire, 6,000 lb. Capacity

560-650-550 Forklift Truck, IC Engine, Four Wheel, Pneumatic Tire, 5,000 lb. Capacity

560-650-555 Forklift Truck, IC Engine, Four Wheel, Pneumatic Tire, 6,000 lb. Capacity

560-650-600 Forklift Truck, Rough Terrain, 6,000 lb. Capacity

560-650-610 Forklift Truck, Rough Terrain, 8,000 lb. Capacity

760-360-025 Maintainer, All Wheel Drive, 10 Foot Blade, 110 Net HP

760-360-050 Compact Motor Grader, Articulated, 110 Net HP

760-360-075 Motor Grader, 10 Foot Blade, Articulated, 110 Net HP

760-360-100 Motor Grader, 12 Foot Blade, Articulated, 135 Net HP

760-360-150 Motor Grader, 14 Foot Blade, Articulated, 145 Net HP

760-420-100 Compact Track Loader, Diesel Powered

760-460-100 Skid Steer Loader, Diesel Powered, 2,400 Lbs. Lift Capacity

760-480-100 Wheel Loader, 2.50 Cu. Yd., 130 Net HP

760-480-200 Wheel Loader, 3.30 Cu. Yd., 176 Net HP

760-840-400 Hydraulic Excavator, Hoe Type, Crawler Mounted, 52,000 Lbs. Operating Weight,
Minimum

760-840-410 Hydraulic Excavator, Hoe Type, Crawler Mounted, 60,000 Lbs. Operating Weight, Minimum

760-840-420 Hydraulic Excavator, Hoe Type, Crawler Mounted, 44,000 Lbs. Operating Weight, Minimum

760-840-590 Hydraulic Excavator, Truck Mounted (6x6), 41,000 lbs. operating weight, minimum

760-840-600 Hydraulic Excavator, Truck Mounted (6x6), 47,500 lbs. operating weight, minimum

760-840-620 Hydraulic Excavator, Truck Mounted (6x6), 48,000 lbs. operating weight, minimum

760-840-650 Hydraulic Excavator, Truck Mounted (4x4), 37,000 lbs. operating weight, minimum

760-900-300 Crawler Tractor, Low Ground Pressure, 70 Net HP

760-900-310 Crawler Tractor, Low Ground Pressure, 80 Net HP

760-900-320 Crawler Tractor, Low Ground Pressure, 90 Net HP

760-900-330 Crawler Tractor, 130 Net HP

760-900-340 Crawler Tractor, Low Ground Pressure, 130 Net HP

760-960-100 Tractor-Loader, Industrial, 70 Net HP

760-960-110 Tractor-Loader-Backhoe, Industrial, 70 Net HP

760-960-120 Tractor-Loader-Backhoe, Industrial, 84 Net HP

Construction/Industrial Equipment, Trailers & Forklifts
ORDERING INSTRUCTIONS

BIDDER: _____ ADM Ventures DBA Yale Industrial Trucks _____
SPURS VENDOR NUMBER: _____ 59-2127013-001 _____

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: _____ Darrell Taylor _____
Title: _____ Operations Manager _____
Street Address: _____ 6907 Broadway Avenue, Jacksonville, FL 32254 _____
E-mail Address: _____ dtaylor@yaleflorida.com _____
Phone Number(s): _____ 904-693-9200, 800-340-0451 _____
Fax Number: _____ 904-693-0155 _____

ATTENTION: State Agencies must obtain PRIOR lease approval from the Florida Department of Financial Services BEFORE the leasing of equipment!

Ordering Information:

Please provide the following information about where Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Name: _____ Darrell Taylor _____
Title: _____ Operations Manager _____
Street Address: _____ 6907 Broadway Avenue, _____
City, State, Zip: _____ Jacksonville, FL 32254 _____
Phone Number: _____ 904-693-9200 _____
Cell Phone Number: _____ 904-838-7443 _____
Toll Free Number: _____ 800-340-0451 _____
Ordering Fax Number: _____ 904-693-0155 _____
E-mail Address: _____ dtaylor@yaleflorida.com _____
Internet Address: _____ <http://www.yaleflorida.com> _____
Federal ID Number: _____ 59-2127013 _____
Remit Address: _____ PO Box 26093 _____
City, State, Zip: _____ Tampa, FL 33623-6093 _____

Construction/Industrial Equipment, Trailers & Forklifts
ORDERING INSTRUCTIONS

BIDDER: _____ Briggs Equipment _____

SPURS VENDOR NUMBER: _____ F-74-2942374-003 _____

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: _____ Mark D. Anthony _____
Title: _____ Governmental Sales Manager _____
Name: _____ Briggs Equipment _____
Street Address or P.O. Box: _____ 5489 Leeper Drive _____
City, State, Zip: _____ West Palm Beach, FL 33407 _____
E-mail Address: _____ mark.anthony@briggsequipment.com _____
Phone Number(s): _____ 561-845-2273 1-800-446-2474 _____

ATTENTION: State Agencies must obtain PRIOR lease approval from the Florida Department of Financial Services BEFORE the leasing of equipment!

Ordering Information:

Name: _____ Mark D. Anthony _____
Title: _____ Governmental Sales Manager _____
Name: _____ Briggs Equipment _____
Street Address or P.O. Box: _____ 5489 Leeper Drive _____
City, State, Zip: _____ West Palm Beach, FL 33407 _____
Toll Free Number: _____ 1-800-446-2474 _____
Cell Phone Number: _____ 561-762-1556 _____
Phone Number(s): _____ 561-845-2273 _____
Fax Number _____ 561-842-9546 _____
E-mail Address: _____ mark.anthony@briggsequipment.com _____
Internet Address: _____ http://www.briggsequipment.com/ _____
Federal ID Number: _____ 74-2942374 _____
Remit Address:: _____ Bank of America Lockbox, P.O. Box 409794 _____
City, State, Zip: _____ Atlanta, GA 30384-9794 _____

Construction/Industrial Equipment, Trailers & Forklifts
ORDERING INSTRUCTIONS

BIDDER: _____ Gradall/ JLG Industries _____

SPURS VENDOR NUMBER: _____ F341405233-001 _____

Contract Administrator:

Name: _____ Mark D. Allison _____

Title: _____ Southeast Regional Sales Manager, Excavator Product _____

Street Address: _____ 406 Mill Ave. SW, New Philadelphia, Ohio 44663 _____

E-mail Address: _____ mdallison@jlg.com _____

Internet Address: _____ <http://www.gradall.com> _____

Cell Phone Number: _____ 540-819-6638 _____

Phone Number(s): _____ 540-819-6638 _____

Fax Number: _____ 540-966-1854 _____

Ordering Information: Order from the supplier listed for your County:

Customers located in the following counties order from:

BREVARD
CHARLOTTE
COLLIER
DeSOTO
HARDEE
HERNANDO
HILLSBOROUGH
LAKE
MANATEE
MONROE
ORANGE
PALM BEACH
PINELLAS
ST. LUCIE
SEMINOLE
VOLUSIA

BROWARD
CITRUS
DADE
GLADES
HENDRY
HIGHLANDS
INDIAN RIVER
LEE
MARTIN
OKEECHOBEE
OSCEOLA
PASCO
POLK
SARASOTA
SUMTER

Supplier: _____ Great Southern Equipment Company _____

Spurs Vendor Number: _____ F 592949057-002 _____

Name: _____ Ray Ferwerda, Jr. _____

Title: _____ President _____

Street Address: _____ 1023 S. 50th Street _____

Street Address: Tampa, FL 33619
Phone Number(s): 813-248-4971
Cell Phone Number: 813-376-9300
Fax Number: 813-247-3397
E-mail Address: rferwerda@gsequipment.com
Internet Address: http://www.gsequipment.com
Remit Address: Same As Above

Customers located in the following counties order from:

ALACHUA	BAKER
BRADFORD	CLAY
COLUMBIA	DIXIE
DUVAL	FLAGLER
GADSDEN	GILCHRIST
HAMILTON	JEFFERSON
LAFAYETTE	LEON
LEVY	MADISON
MARION	NASSAU
PUTNAM	ST. JOHNS
SUWANNEE	TAYLOR
UNION	WAKULLA

Supplier: Ring Power Corporation
SPURS VENDOR NUMBER: 59-0934246-063
Name: Pat O'Brien, Vice President
Street Address: 500 World Commerce Parkway
City, State, Zip: St. Augustine, FL 32092
Phone Number(s): 904-737-7730
Fax Number: 904-281-0411
E-mail Address: pat.obrien@ringpower.com
Internet Address: http://www.ringpower.com/
Remit Address: Same As Above

Customers located in the following counties order from:

BAY
ESCAMBIA
GULF
JACKSON
OKALOOSA
WALTON

CALHOUN
FRANKLIN
HOLMES
LIBERTY
SANTA ROSA
WASHINGTON

Supplier: Tractor & Equipment Company
SPURS VENDOR NUMBER: F63-0211767-001
Name: Chuck Tibbets; Branch Manager
Street Address: 3305 Highway 77
City, State, Zip: Panama City, FL 32405
Phone Number(s): 850-763-4654
Cell Phone Number: 850-832-9575
Toll Free Number (s): 800-342-2055
Fax Number: 850-785-3279
E-mail Address: sburgreen@tractor-equipment.com
Internet Address: www.tractor-equipment.com
Federal ID Number: 63-0211767
Remit Address: Same As Above

Construction/Industrial Equipment, Trailers & Forklifts
ORDERING INSTRUCTIONS

BIDDER: _____ GS Equipment, Inc. _____

SPURS VENDOR NUMBER: _____ F592955621-001 _____

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: _____ Ray Ferwerda, Jr. _____

Title: _____ President _____

Street Address: _____ 1023 S. 50th Street Tampa, FL 33619 _____

E-mail Address: _____ rayjr@gsequipment.net _____

Phone Number(s): _____ 813-248-4971 _____

Fax Number: _____ 813-247-3397 _____

ATTENTION: State Agencies must obtain PRIOR lease approval from the Florida Department of Financial Services BEFORE the leasing of equipment!

Ordering Information:

Please provide the following information about where Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Name: _____ Ray Ferwerda, Jr. _____

Title: _____ President _____

Street Address: _____ 1023 S. 50th Street _____

City, State, Zip: _____ Tampa, FL 33619 _____

Phone Number(s): _____ 813-248-4971 _____

Cell Phone Number: _____ 813-376-9300 _____

Toll Free Number: _____ _____

Fax Number: _____ 813-247-3397 _____

E-mail Address: _____ rayjr@gsequipment.net _____

Internet Address: _____ <http://www.gsequipment.com> _____

Federal ID Number: _____ 59-2955621 _____

Remit Address: _____ 1023 S. 50th Street _____

City, State, Zip: _____ Tampa, FL 33619 _____

Construction/Industrial Equipment, Trailers & Forklifts
ORDERING INSTRUCTIONS

BIDDER: _____ Highland Tractor Company _____
SPURS VENDOR NUMBER: _____ F591584452002 _____

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: _____ Jamie Saalfield _____
Title: _____ General Manager _____
Street Address: _____ P O Box 1810 Ocala, FL 34478 _____
E-mail Address: _____ jsaalfield@highlandtractor.com _____
Phone Number(s): _____ 352-732-4646 _____
Fax Number: _____ 352-732-8820 _____

ATTENTION: State Agencies must obtain PRIOR lease approval from the Florida Department of Financial Services BEFORE the leasing of equipment!

Ordering Information:

Please provide the following information about where Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Name: _____ Jamie Saalfield _____
Title: _____ General Manager _____
Street Address or P.O. Box: _____ P O Box 1810 _____
City, State, Zip: _____ Ocala, FL 34478 _____
Phone Number(s): _____ 352-732-4646 _____
Cell Phone Number: _____ 352-266-5514 _____
Toll Free Number: _____ N/A _____
Fax Number: _____ 352-732-8820 _____
E-mail Address: _____ jsaalfield@highlandtractor.com _____
Internet Address: _____ www.highlandtractor.com _____
Federal ID Number: _____ 591584452 _____
Street Address or P.O. Box: _____ P O Box 1810 _____
City, State, Zip: _____ Ocala, FL 34478 _____

Construction/Industrial Equipment, Trailers & Forklifts
ORDERING INSTRUCTIONS

BIDDER: _____ JCB Inc. _____

SPURS VENDOR NUMBER: _____ F520907423-001 _____

Contract Administrator:

Name: _____ Kat Scandura _____

Title: _____ Government Sales & Market Development _____

Street Address: _____ 2000 Bamford Blvd., Savannah, GA 31322 _____

E-mail Address: _____ kat.scandura@jcb.com _____

Phone Number(s): _____ (912) 447-2203 _____

Fax Number: _____ (912) 447-2246 _____

ATTENTION: State Agencies must obtain PRIOR lease approval from the Florida Department of Financial Services BEFORE the leasing of equipment!

Ordering Information: Please direct orders any of the following three (3) suppliers:

1. Supplier: _____ Glade & Grove Supply Co. Inc. _____

Spurs Vendor Number: _____ F59-1863231-004 _____

Name: _____ Mark Cooper, President _____

Street Address: _____ 1006 State Road 80 _____

City, State, Zip: _____ Belle Glade, FL 33430 _____

Phone Number: _____ 561-996-3095 _____

Ordering Fax Number: _____ 561-992-6246 _____

E-mail Address: _____ coop@gladeandgrove.com _____

internet address: _____ www.gladandgrove.com _____

Federal ID Number: _____ 59-1863231 _____

Remit Address: _____ Same As Above _____

Continued:

JCB – continued:

2. Name: _____ Southern Equipment & Machinery -
Spurs Vendor Number: _____ F65-0068995-007
Name: _____ Gary Coffman, Chief Operating Officer
Street Address: _____ US Highway 301 N
City, State, Zip: _____ Palmetto, FL 34221
Phone Number: _____ 941-722-3281
Toll Free Number: _____
Ordering Fax Number: _____ 941-722-5860
E-mail Address: _____ gcoffman@sfs1.com
Internet Address: _____ www.Go2sem.Com
Federal Id Number: _____ 65-0068995
Remit Address: _____ Same As Above

3. Supplier: _____ Tresca Machinery, Inc.
Spurs Vendor Number: _____ F20-0504548-001
Name: _____ Tim Tresca, President/GM
Street Address: _____ 4827 Philips Highway
City, State, Zip: _____ Jacksonville, Florida 32207
Phone Number: _____ 904-448-8070
Toll Free Number: _____
Ordering Fax Number: _____ 904-448-2725
E-mail Address: _____ timtresca@tresca.com
Internet Address: _____ www.tresca.com
Federal Id Number: _____ 200504548
Remit Address: _____ Same As Above

ATTENTION: State Agencies must obtain PRIOR lease approval from the Florida Department of Financial Services BEFORE the leasing of equipment!

Construction/Industrial Equipment, Trailers & Forklifts
ORDERING INSTRUCTIONS

BIDDER: _____ Joe Money Machinery Co., Inc. _____
SPURS VENDOR NUMBER: _____ F 63-0251962-001 _____

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: _____ Herman McCoy _____
Title: _____ Manager _____
Street Address: _____ 1125 Chemstrand Rd, Cantonment, FL 32534 _____
E-mail Address: _____ hmccoy@joemoney.com _____
Phone Number(s): _____ 850-937-2770 _____
Fax Number: _____ 850-937-2490 _____

ATTENTION: State Agencies must obtain PRIOR lease approval from the Florida Department of Financial Services BEFORE the leasing of equipment!

Ordering Information:

Please provide the following information about where Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Name: _____ Herman McCoy _____
Title: _____ Manager _____
Street Address: _____ 1125 Chemstrand Rd _____
City, State, Zip: _____ Cantonment, FL 32534 _____
Phone Number(s): _____ 850-937-2770 _____
Cell Phone Number: _____ 850-393-0626 _____
Toll Free Number: _____ 800-848-8524 _____
Fax Number: _____ 850-937-2490 _____
E-mail Address: _____ hmccoy@joemoney.com _____
Internet Address: _____ www.joemoney.com _____
Federal ID Number: _____ 63-0251962 _____
Remit Address: _____ P.O. BOX 997 _____
City, State, Zip: _____ Birmingham, AL 35201 _____

Construction/Industrial Equipment, Trailers & Forklifts
ORDERING INSTRUCTIONS

BIDDER: _____ Nortrax Equipment Company (SE) LP _____
SPURS VENDOR NUMBER: _____ 582507812-003 _____

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: _____ Robert B. Rainey _____
Title: _____ Governmental Sales Manager _____
Street Address: _____ 10150 Highland Manor Drive Suite 100, Tampa, FL 33610 _____
E-mail Address: _____ Robert.rainey@nortrax.com _____
Phone Number(s): _____ 813-323-2149 _____
Fax Number: _____ 813-655-4685 _____

ATTENTION: State Agencies must obtain PRIOR lease approval from the Florida Department of Financial Services BEFORE the leasing of equipment!

Ordering Information:

Please provide the following information about where Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Name: _____ Robert B. Rainey _____
Title: _____ Governmental Sales Manager _____
Street Address: _____ 10150 Highland Manor Drive Suite 100 _____
City, State, Zip: : _____ Tampa, FL 33610 _____
Phone Number(s): _____ 813-323-2149 _____
Cell Phone Number: _____ Same _____
Toll Free Number: _____ N/A _____
Ordering Fax Number: _____ 813-655-4685 _____
E-mail Address: _____ Robert.rainey@nortrax.com _____
Internet Address: _____ www.nortrax.com _____
Federal ID Number: _____ 58-2507812 _____
Remit Address: _____ 10150 Highland Manor Drive Suite 100 _____
City, State, Zip: _____ Tampa, FL 33610 _____

Construction/Industrial Equipment, Trailers & Forklifts
ORDERING INSTRUCTIONS

BIDDER: Ring Power Corporation

SPURS VENDOR NUMBER: 59-0934246-003

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: Clark Ricke

Title: Assistant Vice President / Government Manager

Street Address: 9797 Gibsonton Dr.

E-mail Address: clark.ricke@ringpower.com

Phone Number(s): (813) 671-3700 (813) 299-2253

Fax Number: (813) 671-3054

ATTENTION: State Agencies must obtain PRIOR lease approval from the Florida Department of Financial Services BEFORE the leasing of equipment!

Ordering Information:

Please provide the following information about where Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Name: Clark Ricke

Title: Assistant Vice President / Government Manager

Street Address or P.O. Box: 9797 Gibsonton Dr.

City, State, Zip: Riverview, FL 33569

Phone Number: (813) 671-3700

Cell Phone Number: (813) 299-2253

Toll Free Number: N/A

Ordering Fax Number: (813) 671-3054

E-mail Address: clark.ricke@ringpower.com

Internet Address: http://www.ringpower.com/new_products/construction equip_new.html

Federal ID Number: 590934246

Remit Address: P.O. Box 116987

City, State, Zip: Atlanta, GA 30368-6987

Agenda Request For: **January 23, 2006**

Department: Road and Bridge

Background: Gradall approved in the Budget to purchase for Fiscal Year 2006.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:
Budgeted for one-time payment in Fiscal Year 2006.

RECEIVED
COUNTY COORDINATORS
OFFICE
05 DEC 12 AM 11:44

Action requested and recommendation:

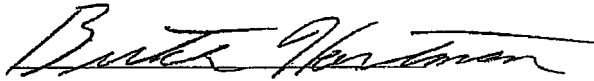
Request for the Board to approve the purchase of Gradall from the Florida State Contract per attachment provided.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
N/A

Funding Source:
03404541-564001


Reviewed by:

Department Head



Legal

Administrator



Finance

Administrative Services

Grants

\$437K avail. in line

Revised 09/05

Agenda Request For: **January 23, 2006**

Department: Road and Bridge

Background: Gradall approved in the Budget to purchase for Fiscal Year 2006.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:
Budgeted for one-time payment in Fiscal Year 2006.

05 DEC 12 AM 11:44
NASSAU COUNTY
COORDINATIONS
OFFICE

Action requested and recommendation:

Request for the Board to approve the purchase of Gradall from the Florida State Contract
per attachment provided.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

N/A

Funding Source:

03404541-564001 \$220,000 specifically budgeted for
this item.

Reviewed by:

Department Head

Legal

Administrator

Finance

Administrative Services

Grants

Revised 09/05

[Handwritten signatures and dates over lines]

Cathy Lee 12/12/05

Capital Items Included in 2005/2006 Budget

9/2/20058:20 AM

TOTAL
TOTAL

Road Maintenance

Portable Generator	\$ 2,200	
(2) 2" Pumps	\$1,600	
Payoff 2 Gradall	\$45,873	Ⓚ
Cat 120C Excavator	\$150,000	
Labor Truck	\$55,000	
Gradall ✕	\$220,000	

✕

Ⓚ \$470,873

\$474,673

County Transportation Maintenance

(2) Pull Lifts	\$3,499
Portable Air Compressor	\$1,670
(2) 25 ton Axle Jacks	\$2,154
(2) Stage Air Compressor	\$2,500

\$9,823

Engineering Department

High Speed Computer	\$2,000
Computer Software	\$2,000
Computer Software	\$1,500
GPS Surveying System	\$13,853
Trans Tech Non-Nuclear Der	\$8,200

\$27,553

Code Enforcement

Camera	\$530
Computer	\$1,050
2004 Dodge Ram 1500	\$15,580
Vehicle Insurance	\$800
Mobile Communications	\$200

\$18,160

Animal Control

Computer	Ⓚ \$1,300
Color Laser Jet Printer	Ⓚ \$3,000
(2 Sets) Stainless Steel Cat Cages	Ⓚ \$5,320 → 5/B 564000
Stainless Steel Roller Base	Ⓚ \$1,350
Search Lights	\$550

552640 < 750

\$11,520

Growth Management

Dell Computer	\$1,500
---------------	---------

\$1,500

Grand Total:

\$1,510,673

Ⓚ \$5650

552640 \$1155 res

lights 550

Ⓚ 5320 → BT 564000
Ⓚ 7025 → 620

12/12/2005
16:24:02

BOARD OF COMMISSIONERS
YEAR-TO-DATE BUDGET REPORT

PAGE 1
glytbdud

FOR 2006 99

103	CNTY TRANSPORTATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

103	CNTY TRANSPORTATION FUND							

03404541	ROAD MAINTENANCE							

03404541	564001 EQUIP \$5000 OR GREATER	470,873	0	470,873	.00	31,850.00	439,023.00	6.8%
	TOTAL ROAD MAINTENANCE	470,873	0	470,873	.00	31,850.00	439,023.00	6.8%
	TOTAL CNTY TRANSPORTATION FUND	470,873	0	470,873	.00	31,850.00	439,023.00	6.8%
	TOTAL EXPENSES	470,873	0	470,873	.00	31,850.00	439,023.00	
	GRAND TOTAL	470,873	0	470,873	.00	31,850.00	439,023.00	6.8%

State Contract item
#760-840-650

[Rate this Contract](#)
[View Survey Results](#)

Contract Name: Construction / Industrial Equipment, Trailers & Forklifts

Contract Number: 760-001-06-1

Effective Dates: 10/26/2005 through 03/31/2007

When issuing a purchase order use commodity class: 760 and commodity group: 001.

Price Sheets

[070-780 - Trailers](#)

[560-650 - Forklift Trucks](#)

[760-360 - Maintainers and Motor Graders](#)

[760-420/460/480 - Loaders](#)

★ ~~Hydraulic Excavators~~

[760-900 - Crawler Tractors](#)

[760-960 - Tractor- Loaders](#)

Contractors

[ABM Ventures DBA Yale Industrial Trucks](#)

[Briggs Equipment](#)

[GS Equipment, Inc.](#)

[Gradall / LG Industries](#)

[Highland Tractor Company](#)

[JCB, Inc.](#)

[Joe Money Equipment](#)

[Nortrax Equipment](#)

Ordering Instructions

★ ~~XXXXXXXXXXXXXXXXXXXX~~

Complete Contract

~~XXXXXXXXXXXXXXXXXXXX~~ (msword - 487.00 kB)

PDF (pdf - 787.95 kB)

MyFloridaMarketPlace Users

For further information please contact a contract administrator:

Contract Administrator: Jim Den Bleyker

Telephone:

~~850-488-8367~~

Email:

~~Jim.DenBleyker@dms.myflorida.com~~

Suncom:

278-8367

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[Rate this Contract](#)
[View Survey Results](#)

760-840 - Hydraulic Excavators

Price Sheets

760-840-400 - Hydraulic Excavator, Hoe Type, Crawler Mounted, 52,000 Lbs. Operating Weight, Minimum

760-840-410 - Hydraulic Excavator, Hoe Type, Crawler Mounted, 60,000 Lbs. Operating Weight, Minimum

760-840-420 - Hydraulic Excavator, Hoe Type, Crawler Mounted, 44,000 Lbs. Operating Weight, Minimum

760-840-590 - Hydraulic Excavator, Truck Mounted (6x6), 41,000 lbs. operating weight, minimum

760-840-600 - Hydraulic Excavator, Truck Mounted (6x6), 47,500 lbs. operating weight, minimum

760-840-620 - Hydraulic Excavator, Truck Mounted (6x6), 48,000 lbs. operating weight, minimum

* ██████████ - Hydraulic Excavator, Truck Mounted (4x4), 37,000 lbs. operating weight, minimum

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* AKA Gradall per Butch H S 1/10/06

760-840-650 - Hydraulic Excavator, Truck Mounted (4x4), 37,000 lbs. operating weight, minimum

760-840-650

**HYDRAULIC EXCAVATOR, TRUCK MOUNTED, 37,000 LBS.
OPERATING WEIGHT, MINIMUM (4X4)**

NOTE:

This detailed specification is not complete unless it is used in conjunction with all conditions of the Technical Specification:

INTENDED USE:

USED PRIMARILY FOR DITCH CLEANING AND SMALL EXCAVATING APPLICATIONS.

CARRIER

ENGINE:

- A. Diesel engine, liquid cooled, with a minimum of 190 Gross HP (per the latest issue of SAE J1349), and a minimum displacement of 6.3L.
- B. Permanent anti-freeze.
- C. Dry type air cleaner with service (restriction) indicator.

ELECTRICAL:

- A. Minimum 100 amp 12-volt alternator.
- B. Battery to have a minimum total of 1600 CCA @ 0 degrees F.

TRANSMISSION:

Overdrive manual transmission, nine forward speeds and two reverse speeds, minimum. Fuller RTX 14609B or approved equivalent. Minimum 14 inch diameter two-plate clutch.

TRANSFER CASE:

Single speed, with air operated front axle disconnect.

AXLES & SUSP.:

- A. Steel front drive axle and suspension, minimum 16,000 lb. GAWR.
- B. Single speed, tandem drive rear axle with a driver controlled differential lock, minimum 23,000 lb. GAWR.

NOTE: The rear axle ratio is to be selected by the Contractor in accordance with the engine and transmission provided. A ratio that will provide the maximum possible reduction as well as a minimum top speed of 50 MPH on a level grade.

PERFORMANCE:

- A. Factory installed speedometer, odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash-mounted engine hourmeter. Electronic warning monitoring system.

B. Power steering.

COMFORT ITEMS:

A. Air conditioner, heater and defroster.

B. Sunvisor.

C. Tinted safety glass all windows.

SAFTEY ITEMS:

A. Horn(s), electric.

B. Large West Coast type mirrors, to include lower convex spot mirrors on both sides.

C. Automatic-adjustable volume backup alarm (may be provided and installed by the Contractor, if not available from the Manufacturer), per the latest issue of SAE J994.

D. Rain Flaps: Splash and spray suppressant rain flaps, straight grass type, to be installed on heavy-duty hangers (may be provided and installed by the Contractor, if not available from the Manufacturer).

NO CONTRACTOR ADVERTISING, OR IDENTIFICATION, WILL BE PERMITTED ON RAIN FLAPS.

E. Turn signals, front and rear, with traffic hazard warning switch.

F. Windshield wiper and washer.

G. Lights, and reflectors shall be according to ICC and all other State and Federal regulations.

H. One 10-lb. hand held fire extinguisher mounted inside cab.

I. All access steps shall be self-cleaning slip-resistant grating.

BRAKES:

A. ABS air brake system.

B. Spring applied parking brake.

C. Front and rear automatic slack adjusters.

D. Low air pressure warning indicator.

E. Air dryer with heater. Bendix AD-9, AD-IP, AD-IS, Wabco System Saver 1200 or approved equivalent.

TIRES & WHEELS:

A. Front tires: (2) 15.00X22.5H (16PR) with traction tread.

B. Rear tires: (4) 10.00X20G (14 PR) with traction tread.

C. All wheels to be one-piece steel disc, 10-hole.

CHASSIS, FRAME:

A. 156 inch wheel base, minimum.

B. Front and rear tow hooks.

C. Standard front bumper.

CAB EQUIPMENT:

- Air suspension driver seat.
Cab assist handles both sides.
- C. Vandal protection, including locks for cab door(s), engine compartment, and exposed (outside of locked cab or locked engine compartment) battery box and fluid caps.

UPPERSTRUCTURE

CAB:

- 1 Fully enclosed all weather cab with maximum cab heat and sound insulation, suspension seat with seat belt, factory-tinted safety glass all around, skylight, air conditioner, heater and defroster.
- 2 Vandal protection, including locks for cab door(s), engine compartment, and exposed (outside of locked cab or locked engine compartment) battery box and fluid caps.
- 3 Hydraulic system to provide independent swing and remote control travel.
- 4 Toolbox, lockable, and all special tools needed to operate, adjust or maintain the machine.
- 5 Hydraulic Joy Stick controls for all upperstructure movement.
- 6 Two pedal controls for remote operation of the carrier.
- 7 Engine controls to include ignition switch with neutral start, warning lights for low air, engine maintenance, hydraulic filter condition and hydraulic fluid temperature and level, automatic engine shutdown for low oil pressure or high coolant temperature and engine throttle.

BUCKET: 60 inch, Quick-Change ditching bucket, with a struck capacity (per latest issue of SAE J296) of 0.80 cubic yard, minimum.

PERFORMANCE: (with the machine equipped per this base specification, per the latest issues of SAE J1057, J1116, and J1234)

- 1 Travel height of complete machine not to exceed 13 feet, and travel width of complete machine not to exceed 8 feet 6 inches.
- 2 360 degree continuous swing, left and right.
- 3 Bucket tilt to be done hydraulically.
- 4 Lift capacity with 60 inch bucket, without boom extension, at 20 feet radius, 5 feet above ground level, per the latest issue of SAE J1097, 3,800 lbs. min.
- 5 Dimensions, with the 60 inch ditching bucket in a single adjustment position, per the latest issue of SAE J1193:
 - (a) Swing clearance, rear of upperstructure (i.e. tail swing), 8 feet,
 - (b) maximum.
 - (c) Ground clearance per latest issue of SAE J1234, 10 inches minimum.
 - (d) Maximum radius at groundline (i.e. surface reach) (must be adjusted for actual bucket radius on 60 inch

ditching bucket), 27 feet, minimum.

- (e) Maximum digging depth (without boom extension), 19 feet minimum.
- (f) Bucket pivot angle (i.e. sweep angle), 135 degrees minimum.
- (g) Telescoping travel, 11 feet minimum.
- (h) Bucket tilt angle (both sides of center), 110 degrees minimum (i.e. 220 degrees total). Bucket rotation angle, 220 degrees minimum, if applicable.
- (i) Minimum clearance of bucket at maximum boom height (i.e. loading height) (with boom at maximum angle, with bucket fully retracted, and no boom extension), 10 feet, minimum.
- (j) Boom pivot angle (over rear), 32.0 degrees above horizontal and 75.0 degrees below horizontal, minimum.

6 Total advertised machine operating weight, per the latest issue of SAE J1234, of 37,000 lbs. minimum.

7 The rated tangential (breakout) force with 60 inch ditching shall be a minimum of 16,000 lbs., per SAE J1179.

8 The rated boom crowd force shall be a minimum of 18,000 lbs.

SAFTEY ITEMS:

- 1 Windshield wiper(s) and washer(s).
- 2 Electric travel alarm, per latest issue of SAE J994, for remote control operation in either direction.
- 3 Electric warning horn, per latest issue of SAE J1105, or air horn.
- 4 Safe access to machine cab and servicing points to be in accordance with the latest issue of SAE J185.
- 5 Safety signs per latest issue of SAE J115.
- 6 One 10-lb. hand held fire extinguisher mounted inside cab.
- 7 "Dead-man" type self-centering controls to stop movement when released.

PAINT: Manufacturer's standard paint and color, factory painted.

CONDITIONS:

- 1 Bidder shall bid a single engine model designed to operate the carrier and the upperstructure. NOTE TO BIDDER: Two engine models are not acceptable.
- 2 The services of a factory technician, thoroughly trained in the use and operation of the unit, shall be furnished for a period of not less than one (1) day and up to (2) days, if requested by the Eligible User, to instruct personnel in the use, operation and maintenance of the unit after delivery. This is to be done at the delivery location.
- 3 At a minimum, the Manufacturer's standard warranty for state and municipalities shall be provided. A copy of the warranty shall be

4

provided with the bid.

The Contractor shall provide any and all non-specified features or components necessary in order to provide a complete unit.

**COMMODITY NO.
760-840-650**

DESCRIPTION

**HYDRAULIC EXCAVATOR, TRUCK MOUNTED, 37,000 LBS.
OPERATING WEIGHT, MINIMUM (4X4)**

**Total Cost of Ownership with Guaranteed Maintenance and
Repurchase**

LIFE CYCLE ANALYSIS

Contractor

To be Rebid

Contractor

Leasing

JLG Industries-Gradall Excavator Division

Make:

Gradall

Model

XL3100 <http://www.gradall.com/index.asp?src=/Excavators/home.html>

Item Description

**Gradall telescopic boom hydraulic excavator mounted on a
high speed wheeled undercarriage.**

**Annual (12 month) Lease, including all delivery &
maintenance: \$ 71,500.00**

**Monthly Lease, including all delivery & maintenance:
\$ 6,500.00**

**ATTENTION: State Agencies must obtain PRIOR lease approval from the Florida
Department of Financial Services BEFORE the leasing of equipment!**

Purchase

Contractor

JLG Industries-Gradall Excavator Division

Discount*

0%

Model

XL3100 <http://www.gradall.com/index.asp?src=/Excavators/home.html>

Price

\$215,124.00

Percentage discount off the current Manufacturer's Suggested Retail Price for non-specified options for the model bid. The percentage discount is applied to the Manufacturer's Suggested Retail Price to determine the actual price of an option.

DISCOUNT %

10%

CURRENT MSRP DATE

8/1/2004

*Discount for equipment picked up by ordering Eligible User at Contractor's place of business.

Approximate delivery

30-60 days

time required ARO:

Note to users: Options are listed for the purchase of this equipment only! Purchasers needing options for lease equipment or Total Cost acquisitions are to negotiate option prices with Contractors.

760-840-650

HYDRAULIC EXCAVATOR, TRUCK MOUNTED, 37,000 LBS. OPERATING WEIGHT, MINIMUM (4X4)

OPTIONS:

1001

High efficiency bypass oil purification system. This system is designed to reduce or eliminate engine oil changes and extend its useful life. The Puradyn Oil Filtration System or approved equivalent. Puradyn Filter Technologies, Inc. 1-800-488-0577.

PRICE

\$1,500.00

1002

Delete front driving axle and transfer case (4x2 model). Include highway tread front tires in lieu of traction tread.

PRICE (CREDIT)

\$19,098.00

1003

Synthetic lubricant for front driving axle, rear differential, transfer case and transmission.

PRICE (BASE)

\$250.00

PRICE (OPT 1002)

\$125.00

1004

Automatic lubrication system. System shall consist of an electronically operated pump metering Class 2 lubricant to each lubrication point. Groeneveld, Vogel Automatic Lubrication System of approved equivalent. Groeneveld Atlantic South, Inc. (813) 626-5600, Vogel Lubrication, Inc. (757) 380-8585, email: vogel@vogel-lube.com.

PRICE

FLOCS system \$550.00

1005

High efficiency bypass oil purification system. This system is designed to reduce or eliminate hydraulic oil changes and extend its useful life. The Puradyn Oil Filtration System or approved equivalent Puradyn Filter Technologies, Inc. 1-800-488-0577.

PRICE

\$2,500.00

1006

Delete carrier cab air conditioner.

PRICE (CREDIT)

\$2,700.00

1007 Delete upper cab air conditioner.

PRICE (CREDIT) **\$4,500.00**

1008 18.00 x 22.5 16PR traction tread tires.

PRICE **\$720.00**

1009 Special state color, DOT Yellow, Federal Yellow No. 13538, DuPont #L9069A, ACME No. 2712, Deere No. PT102, or approved equivalent (may be Contractor painted if factory painting is not available).
NOTE: The entire unit, including options, shall be painted the same color.

PRICE **\$2,914.00 entire machine yellow; \$1,974.00 cabs dark gray rest of machine yellow**

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Certification of Contract

Information from
Ring Power

Cathy Lewis

From: Robert.Burkhead@RingPower.com
Sent: Wednesday, January 11, 2006 11:30 AM
To: Cathy Lewis
Cc: Toby.Crews@RingPower.com
Subject: Gradall XL3100 state contract 760-840-650



NASSUA

RY_XL3100_STATE_1

Cathy, Thanks for the questions. I'll do my best to answer them well. Just so you know I also found the quote a bit confusing and am not quite sure why it was formatted as it was. But, none the less let me try and cover it.

The state contract Commodity no. #760-840-650 was bid and awarded at \$215,124. This price includes all discounts. The machine at that price is configured as "Specified" in the bid. The 10% discount applies to additional options you may request. Non Specified options are items on the standard price sheet of the machine but not requested with in the bid specifications. An example would be if you would like to add "Vandalism Protection" to the unit. The cost to do so would be reflected as follows:

Non Specified Options	
#8036-5018 Vandal Kit (includes covers)	\$ 1,368.00
Less 10% Discount per state contract	<\$ 137.00>
Total Non Specified Options	\$ 1,231.00

In addition to "Non Specified Options" you may wish to add "Non Contract Options" which will be items that are not on the standard price sheet for the machine. The contractual 10% discount does not apply to items as they are not in the standard price sheet of the machine. For these items we simply attempt to reflect these items at our best available pricing.

Attached is a revised quote that simplifies the pricing and reflects the addition of a Thumb as a Non Contract Option.

If Nassau county elects to choose the thumb option simply add the quoted pricing to the \$215,124.00 State Contract Amount.

(See attached file: NASSUA COUNTY_XL3100_STATE_QUOTE.doc)

I was not involved with the prior bids on this machine but hope the above explanations help. I have just begun my current position as North Florida Governmental Sales Manager, but am looking forward to being involved and assisting Toby and Nassau County through out the future. Please call with any questions you may have. I will stop by in the coming weeks and meet you all face to face.

Sincerely,
Robert S. Burkhead
Mobile 904-545-3094
Office 904-737-7735 X-1138

"Cathy Lewis"
<clewis@nassaucou
ntyfl.com>
<bhartman@nassaucountyfl.com>, To: <toby.crews@ringpower.com>
cc: "Butch Hartman"

"George Aviles"

01/10/2006 12:45
PM

760-840-650

"Sue Rice" <srice@nassaucountyfl.com>,
<gaviles@nassaucountyfl.com>
Subject: Gradall XL3100 state contract

Just a few questions:

1. State Contract Information-Regarding price, listed as \$215,124 (page 8) per state contract information. Is this amount after or before any discounts? How does the "10%" discount relate to the \$215,124?

2. Per the 11/3/05 information you sent to Butch (see 2nd attachment), there is a 9% discount amount stated, however, discount per state contract information lists a 10% discount. Why difference?

Thank you for your time, information is needed as soon as possible.

<<state contract info.pdf>> <<toby info.pdf>>

Cathy Lewis
Administrative Services Department
Nassau County Board of County Commissioners
96160 Nassau Place
Yulee, FL 32097
(904)491-7370 phone ext 2807
(904)321-5917 fax

Tammy Conley

From: Toby.Crews@RingPower.com
Sent: Thursday, October 20, 2005 10:04 AM
To: Butch Hartman
Cc: Greg.Hasty@RingPower.com
Subject: Nassua County XL3100 Quote



NASSUA
Y_XL3100_STATE_

----- Forwarded by Toby Crews/Jax/HE/Ring Power/RPC on 10/20/2005 10:04 AM

Greg Hasty
Power/RPC@RPC
Ricke/Tampa/HE/Ringhaver/RPC@RPC
10/18/2005 02:04 PM

To: Toby Crews/Jax/HE/Ring
cc: Clark
Subject: Nassua County XL3100 Quote

Toby
Here is the quote for Nassua County on a Gradall XL3100. Please call me if
you have any questions.
Thank you
Greg

(See attached file: NASSUA COUNTY_XL3100_STATE_QUOTE.doc)



Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-737-7730	Lake City 386-755-3997
Mulberry 863-425-4951	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
Pompano Beach 854-977-5010	Sarasota 941-753-7535	Tallahassee 850-562-2121	Tampa 813-671-3700	Tarpon Springs 727-938-1515

MAIL ADDRESS: P.O. BOX 45022 , JACKSONVILLE, FLORIDA 32232

RING POWER CORPORATION QUOTATION

STATE COMMODITY CODE – 760-840-650

TO: NASSUA COUNTY
440 S. KINGS RD.
CALLAHAN, FL 32011

DATE: October 18, 2005

ATTN:

TERMS: Net 10 Days
This offer to sell is made subject to buyer's acceptance within ten (10) days from this date. All quoted prices are subject to change without notice and those in effect on the date of shipment shall prevail.

APPROX. DELIVERY DATE:

*? For
Toby news*

<u>QTY</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>PRICING</u>								
1	<p>Gradall XL3100 with 4x4 Chassis equipped with</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Upper A/C</td> <td style="width: 50%;">AM/FM Radio</td> </tr> <tr> <td>Seatbelt</td> <td>Strobe Light</td> </tr> <tr> <td>Work Lights</td> <td>Block Heater</td> </tr> <tr> <td>Left-hand Rear Stop</td> <td>60" Bucket</td> </tr> </table> <p style="text-align: right;">SALES PRICE:</p> <p style="text-align: right;">FOB – NASSUA COUNTY</p> <p style="text-align: right;">OPTIONAL FIXED THUMB GRAPPLE</p> <p style="text-align: center;">Thank you for your consideration</p>	Upper A/C	AM/FM Radio	Seatbelt	Strobe Light	Work Lights	Block Heater	Left-hand Rear Stop	60" Bucket	<p>★ \$215,124.00</p> <p>\$4,815.00</p>
Upper A/C	AM/FM Radio									
Seatbelt	Strobe Light									
Work Lights	Block Heater									
Left-hand Rear Stop	60" Bucket									

Accepted By: _____
Date: _____

Sales Representative:

Above Prices Are F.O.B. Jacksonville, FL
Florida State Sales Tax To Apply If Applicable
RING POWER CORPORATION

By: _____
CLARK RICKE – ASST VP-GOVT MANAGER



toby inf 0

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	St. Augustine 904-737-7730	Lake City 386-755-3997
Mulberry 863-425-4951	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
Pompano Beach 854-977-5010	Sarasota 941-753-7535	Tallahassee 850-562-2121	Tampa 813-671-3700	Tarpon Springs 727-938-1515

DATE: November 3,2005

CUSTOMER NAME & ADDRESS
NassauCounty Road and Bridge
Attn: Butch

COMMODITY CODE: #760-840-650

GRADALL XL3100 4X4 TRUCK MOUNTED HYDRAULIC EXCAVATOR \$224,335.00

<u>OPTION NO.</u>	<u>UPPER OPTIONS</u> <u>DESCRIPTION</u>	<u>PRICE</u>
8036-5034	AIR CONDITIONING	4,500.00
8036-5013	SEAT BELT	130.00
	FIRE EXTINGUISHER	125.00
	TOOL BOX	150.00

<u>OPTION NO.</u>	<u>CARRIER OPTIONS</u> <u>DESCRIPTION</u>	<u>PRICE</u>
8048-5011	TIRE/WHEEL, 1500X22.5, FRONT DISC	STD
8048-5012	TIRE/WHEEL, 1000X20, REAR DISC	STD
8048-5021	AIR CONDITIONING	3,000.00
8038-5057	PROTECT-O-SEAL FUEL CAP	360.00
	10# FIRE EXTINGUISHER	125.00
	ADJUSTABLE VOLUME BACK-UP ALARM	200.00
	SPECIAL MUD FLAPS	175.00

<u>QTY ATTACH NO.</u>	<u>ATTACHMENTS</u> <u>DESCRIPTION</u>	<u>PRICE</u>
1 8035-6004	60" DITCHING BUCKET	3,300.00
	MACHINE & ATTACHMENT LIST PRICE	\$236,400.00
	LESS 9% DISCOUNT	- 21,276.00
	NET TO STATE	\$215,124.00

XL3100 Telescopic Hydraulic Excavator

Net Price List for Gradall Hydraulic Excavator on Florida State Term Contract # - - -
 Effective Date: / / through / /

JLG Ind./Gradall Excavator Product
 %RingPower Corporation
 500 World Commerce Parkway
 St. Augustine, FL 32092

Phone 904-737-7730/Fax 904-281-0411

Page 1 of 3

XL3100 Net
 F.O.B.

Destination

Florida State Term Contract Price **\$ 215,124.00**

This price includes all standard equipment plus:

Upperstructure:

- Air Conditioning
- Fire extinguisher
- Seat Belt
- Lockable Tool Box
- Windshield washer/wiper

Wheeled mounted Carrier:

- Four wheel drive
- Air Conditioning
- Adjustable Back-up alarm
- Fire extinguisher
- State specified mud flaps
- Vandal protection for fuel tank

Attachment:

- 60" Ditching Bucket

Upper optional equipment

1. 8046-5011 Work light package	630.00
2. 8036-5018 Vandal kit (includes window covers)	1,368.00
3. 8032-5013 Auxiliary Hydraulics	3,510.00
4. 8046-5013 Strobe light	540.00
5. 8046-5012 AM/FM Radio	302.00
6. Entire machine painted FL DOT yellow	2,914.00
7. Machine painted FL DOT yellow with cabs standard gray color	1,974.00
8. Deduct for deletion of Upper Air Conditioning	(4,500.00)
9. Automatic lube system	550.00

Agenda Request For: **January 23, 2006**

Department: Road and Bridge

Background: Gradall approved in the Budget to purchase for Fiscal Year 2006.

05 DEC 12 AM 11:44
COUNTY CLERK'S OFFICE

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:
Budgeted for one-time payment in Fiscal Year 2006.

Action requested and recommendation:

Request for the Board to approve the purchase of Gradall from the Florida State Contract per attachment provided. *at price of \$215,124*
state contract # 760-840-650

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
N/A

Funding Source:

03404541-564001 *\$220,000 specifically budgeted for this item.*

Reviewed by:

Department Head

Burt Hartman

Legal

[Signature]

Administrator

Finance

Administrative Services

Cathy Lee 12/12/05

Grants

Revised 09/05

APPROVED

DATE 1/23/06 *PK*