



The State of Florida
Department of Management Services

Invitation to Bid (ITB)

Agriculture and Lawn Equipment

No. 20-25101900-ITB

Addendum No. 1
Questions and Answers and
ITB Revisions

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 20-25101900-ITB for Agriculture and Lawn Equipment as noted within this Addendum. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this 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. Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

Please Note: This addendum does not need to be returned with the response.

The Department has received the following questions from the vendor community through MFMP Sourcing and answers are provided in the following table:

No.	Question	Answer
1.	Are we able to use authorized resellers (dealers) and if so how will we add them to the contract	Yes. See this Addendum's revision to subsection 3.1 of Attachment 2, Scope of Work, within Attachment A, Draft Contract.
2.	Are we able to update the contract as new models are available along with their respective current MSRP and if so what is the process?	Yes. See subsections 3.24 and 3.25 of Attachment 2, Scope of Work, within Attachment A, Draft Contract.
3.	I have new equipment available in new groups, how can I add those to the contract, specifically a stand on riding blower, a stand on riding fertilizer spreader/sprayer and a push mower.	The question is unclear. Please reference subsections 3.24 and 3.25 of Attachment 2, Scope of Work, within Attachment A, Draft Contract.
4.	Shindaiwa and Echo are owned by the same company. I have had Shindaiwa handheld equipment on contract under Echo as they are the same company (group 10) can I break them out as their own brand?	See this Addendum's addition of "Shindaiwa" to Group 10 of Attachment C, Product Group Discount Sheet.
5.	The way I read this, each OEM brand listed for each category could potentially be awarded to a vendor as long as there is one or more responsive bidders for those brands, in other words, there could be a dozen awards for each size of zero turn, etc. Is that accurate?	See subsection 2.8, Basis of Award, of the ITB, which states in part: The Department intends to award up to two (2) Contract(s) for each Manufacturer/Brand Name within each Sub-Group (or Group, for Groups that do not include Sub-Groups). The Contract(s) will be awarded to the responsible and responsive Bidder(s) that submits the lowest responsive Bid(s) by providing the highest discounts off of MSRP for the

		Manufacturer/Brand Name bid, as provided in Attachment C, Product Group Discount Sheet.
6.	Can the MSRP file & List Price File contain commodities that are not on attachment C?	No. See subsection 3.25 of Attachment 2, Scope of Work, within Attachment A, Draft Contract, which states in part: The Contractor shall submit a complete price sheet to include all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/Brand and Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award; the Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. Contractors may not sell products for unawarded Sub-Groups or Groups.
7.	Can equipment startup be added as a separate line item (non OEM Option) or does it have to be included in base price?	No. Startup is included in the Net Price of the Commodity. See this Addendum's revision to subsection 1.2 of the ITB, and section 2 and subsection 3.8 of Attachment 2, Scope of Work, within Attachment A, Draft Contract.
8.	Can customer purchase orders be submitted to an authorized dealer or do they have to be submitted directly to the OEM if they hold the contract?	See this Addendum's revision to subsection 3.1 of Attachment 2, Scope of Work, within Attachment A, Draft Contract.
9.	I would like to request Kubota be added to Group 5 "Mowers: Stand-on, Commercial Type" on 20-25101900-ITB. I attached the brochure for Kubota's line of Commercial SZ Stand-on Mowers.	See this Addendum's addition of "Kubota" to Group 5 of Attachment C, Product Group Discount Sheet.
10.	I will be submitting a bid for Club Car under Group 16 sub group A&B: Golf Carts and Golf Specialty Vehicles. We have approximately 20 models we would like to submit. However, based on margin, we are unable to submit all 20 cars with the same discount. Are we able to submit 2 or 3 groups of models that have different discounts? If so, how do we actually do that?	The Bidder cannot submit multiple bids for the same Manufacturer/ Brand Name within the same Sub-Group (or Group, for Groups that do not include Sub-Groups). See Product Group Discount Sheet, Attachment C, Instructions #2.
11.	Price changes, what if there are delays, can price increases be sent after 12 months from most recent submittal rather than effective date? Can wording be changed to once per year with no reference to 12 months since it runs on calendar years? CAN THE 12 MONTH PRICE INCREASE BE FROM SUBMITAL DATE OR ALLOWABLE	No. The Department does not presently intend to amend this language. Contractors may submit updated price sheets to make price adjustments within their awarded Sub-Group (or Group, for Groups that do not include Sub-Groups) pursuant to subsection 3.25

	ONE TIME PER CALENDAR YEAR? CONTRACT TO ADDRESS.	of Attachment 2, Scope of Work, within Attachment A, Draft Contract. Subsection 3.25 states in part, The Contractor may update existing product's MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update.
12.	Are price increases based on MSRP and not CPI now? (CPI is eliminated from what I can see, no changes should be rejected) QUESTION: QUOTE THE LANGUAGE IN THE CONTRACT, CAN YOU CONFIRM THAT INCREASES ARE NOT DEPENDENT ON CPI, REFER TO SECTION ON PRICE INCREASES (PERSUANT TO...)?	Price adjustments are based on MSRP. See Subsection 3.25 of Attachment 2, Scope of Work within Attachment A, Draft Contract.
13.	We were unable to add or delete items due to manpower in the contract administration group in the past? We need to have a mechanism for relief. There needs to be a limit to how long requests can go unanswered, perhaps 30 days?	The Department will continue to use its best efforts to respond to Contractor requests in a timely manner and does not intend to make an amendment to the Contract.
14.	Change section 3.24 in attachment 2 to match. WORD THIS IN THE QUESTION. THE WAY THIS READS IS WE CAN ADD NEW PRODUCTS, ARE THERE ANY STIPULATIONS.	The question is unclear. In addition, see subsection 3.3 of the ITB, Paragraph 4, Terms and Conditions, and Paragraph 9, Bidder's Representation and Authorization.
15.	Price increase were ignored for almost a year. There needs to be a limit to how long requests can go without be uploaded, perhaps 30 days? Also, such delays should not impact when the next increase can be submitted. Change section 3.24 in attachment 2 to match. CAN WE ADD A PROVISION THAT UPDATES WILL BE PROCESSED WITHIN 30 DAYS OF SUBMISSION.	The Department will continue to use its best efforts to respond to Contractor requests in a timely manner and does not intend to make an amendment to the Contract.
16.	ITB, section 2.10.1 – what does MSRP list is subject to approval mean? Need to strike that sentence or use “MSRP list is subject to the Department’s approval, which shall not be unreasonably withheld.” CONTRACT EXCEPTION.	See this Addendum’s revision to subsection 2.10.1 of the ITB. In addition, see subsection 3.3 of the ITB, Paragraph 4, Terms and Conditions, and Paragraph 9, Bidder's Representation and Authorization.
17.	CONTRACT SAMPLE (Attachment A):	Effective July 1, 2020, through June 30, 2021, the MFMP transaction fee is 0.70% and subject to change each fiscal year. See Chapter 2020-

	Section 3.7 – what are the current rates for transaction fees?	5003, Laws of Florida, and Rule 60A-1.031 Florida Administrative Code.
18.	Section 6.7 – Time is of the essence, this should be mutual and addresses delays in processing changes MODIFY AS EXCEPTION, USE WORD MUTUAL.	The Department does not intend to amend this language. In addition, see subsection 3.3 of the ITB, Paragraph 4, Terms and Conditions, and Paragraph 9, Bidder’s Representation and Authorization.
19.	Section 7.4 – Should be Not applicable, please confirm, SHOULD BE N/A.	The Department does not currently intend to require a Performance Bond for the resultant Contract(s).
20.	ATTACHMENT 2: Section 3.23 – this is new and crazy expensive, could cost thousands for a missed report. Should be a penalty per report, not per day late.(TAKE EXCEPTION TO THIS, NOT A QUESTION, PUT A CAP PER OCCURANCE)	The Department does not intend to amend this language. In addition, see subsection 3.3 of the ITB, Paragraph 4, Terms and Conditions.
21.	Section 3.25 – Add “price sheet is subject to Department’s approval, which shall not be unreasonably withheld. Such approval or denial shall occur not less than 30 days after submission” CHANGE WORDING IN EXCEPTIONS	The Department does not intend to amend this language. In addition, see subsection 3.3 of the ITB, Paragraph 4, Terms and Conditions, and Paragraph 9, Bidder’s Representation and Authorization.
22.	Section 3.25 – Add Department shall process updated list of products (SAME ISSUE, THIS IS SECTION TO REFERENCE IN EXCEPTIONS, NOT A QUESTION)	The question is unclear. However, the Department does not intend to amend this language. In addition, see subsection 3.3 of the ITB, Paragraph 4, Terms and Conditions, and Paragraph 9, Bidder’s Representation and Authorization.
23.	For Group 15, could an additional Brand Name line (Frontier) be added for products offered by Deere & Company? Frontier equipment offers more than 600 implements and attachments that are compatible and improve the capability of John Deere tractors.	No. Frontier brand should be bid as John Deere.
24.	The current Agriculture and Lawn Equipment contract has a 0.70% Transaction Fee Rate that is paid by Deere & Company. What will be the Transaction Fee Rate for the new contract?	Effective July 1, 2020, through June 30, 2021, the MFMP transaction fee is 0.70% and subject to change each fiscal year. See Chapter 2020-5003, Laws of Florida, and Rule 60A-1.031 Florida Administrative Code.
25.	Will the State consider responding to questions discovered and presented after the 2 November deadline?	No. See subsection 3.3, Paragraph 5, Questions, of the ITB. Questions shall be submitted in accordance with the ‘Question Submission’ section of this solicitation.

The following language supplements or replaces the language found in the ITB and its attachments. Additions are underlined and highlighted in yellow and deletions are struck through and highlighted in yellow.

1. ITB No. 20-25101900-ITB, subsection 1.2, Definitions is hereby amended as follows:

Net Price – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly provided within the Scope of Work.

2. ITB No. 20-25101900-ITB, subsection 2.2, Addenda to the ITB is hereby amended as follows:

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VBS. It is the Bidder's responsibility to check VBS for any changes throughout the procurement process and prior to submitting a bid.

The Department will construe a Bidder's submission of a Bid to the Department as an intent to offer commodities and services in accordance with the terms of this ITB, as revised through subsequent addenda. In submitting its Bid, a Bidder agrees its submitted pricing will apply to the most current iteration of Attachment C, Product Group Discount Sheet, as revised through subsequent addenda, which will be part of any awarded Contract, regardless of the version of Attachment C, Product Group Discount Sheet submitted by the Bidder.

3. ITB No. 20-25101900-ITB, subsection 2.10.1, MSRP List is hereby amended as follows:

During the life of the Contract, the Contractor shall submit and maintain a current and complete MSRP List for each Base Equipment within each Sub-Group (or Group, for Groups that do not include Sub-Groups). The MSRP List is subject to the Department's approval. The MSRP List shall include the following: The Manufacturer's Model Number, Manufacturer's Item Description, and the MSRP for each of the Manufacturer's and Group's applicable Base Equipment and OEM Options within the Group. Include a cover page, which shall list the applicable Group, Sub-Group, Manufacturer, MSRP List Name, and MSRP List Date. The Department shall be the final arbiter of MSRPs if a Contractor's pricing differs from the published MSRPs. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

4. Attachment A, Draft Contract is hereby amended as follows:

Attachment A, Draft Contract, **III. Contract.**, f)., is amended as follows:

Attachment 6, Price Sheet (submitted after award in accordance with ITB section 2.11.2 2.10.2)

5. Attachment A, Draft Contract, Attachment 2, Scope of Work, Section 2, Definitions, is hereby amended as follows:

Net Price – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. Additional

charges for a Commodity shall not be charged outside of the Net Price unless expressly provided within the Scope of Work.

6. Attachment A, Draft Contract, Attachment 2, Scope of Work, subsection 3.1, Commodity Specifications and Standards, is hereby amended as follows:

All Commodities, including all Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered.
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and / or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to: motor vehicle, mobile equipment, safety, and environmental laws; and All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contacto shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may engage Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms

- 7. Attachment A, Draft Contract, Attachment 2, Scope of Work, subsection 3.8, Transportation and Delivery, is hereby amended as follows:**

~~The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for packing, handling, freight, distribution, and delivery.~~ Transportation and Delivery shall be FOB Destination to any point statewide as follows:

(all other portions of subsection 3.8 remain unchanged).

- 8. Attachment C, Product Group Discount Sheet, is hereby amended as attached.**