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FLORIDA DEPARTMENT OF LAW ENFORCEMENT
INVITATION TO NEGOTIATE
Acknowledgment Form

Agency Release Date:
05/05/2026

SUBMIT REPLY TO: Department of Law Enforcement
General Services
2331 Phillips Road
Tallahassee, Florida 32308
Telephone Number: 850-410-7300

Fixed Wing and Rotary Wing Aircraft Services

Solicitation Number: FDLE-ITN-2624

Replies are Due: 07/28/2026 @ 2:30 PM ET

**Replies shall be binding until execution of a
Contract with the successful Respondent.**

Respondent Name:

If a fictitious name is used, include the registered name (i.e., XYZ, Inc.
D/B/A ABC)

***Authorized Signature (Manual)**

Respondent's Mailing Address, City, State, Zip:

***Authorized Signature (Typed), Title**

Phone Number:

Toll-Free Number:

Fax Number:

Email Address:

FEID Number:

***I hereby certify that my company, its
employees, and its principals agree to
all of the terms, conditions, provisions
and specifications during the
competitive solicitation and any
resulting Contract including those
contained in the Standard Contract.**

Type of Business Entity (Corporation, LLC, partnership, etc.):

RESPONDENT CONTACTS: Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

PRIMARY CONTACT:

SECONDARY CONTACT:

Contact Name, Title:

Contact Name, Title:

Address:

Address:

Phone Number:

Phone Number:

Fax Number:

Fax Number:

Email Address:

Email Address:

BY AFFIXING MY SIGNATURE ON THIS REPLY, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITN TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR1000 AND PUR1001.

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.

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SECTION 1 INTRODUCTION

1.1 SOLICITATION OVERVIEW

Pursuant to Section 287.17, Florida Statutes (F.S.), the Florida Department of Law Enforcement (FDLE) maintains a fleet of fixed wing and rotary wing aircraft used to conduct official state business. FDLE's fleet of aircraft is used primarily to support the investigative and dignitary protection duties of the Department as listed in Chapter 943, F.S.

FDLE must ensure its aircraft are properly maintained, inspected, repaired, altered, and upgraded to ensure they are airworthy and best able to carry out the mission of the Department: to promote public safety and strengthen domestic security.

1.2 STATEMENT OF PURPOSE

FDLE is seeking responses from qualified vendors for fixed wing and rotary wing aircraft services. FDLE is seeking responses that include scheduled and unscheduled maintenance, inspections, repairs, alterations, and upgrades to the Department's fleet of aircraft. FDLE intends to award to one (1) or multiple vendors in both the fixed wing and rotary wing categories.

1.3 SOLICITATION OBJECTIVE

The objectives of this ITN include:

- Establish contract(s) that cover all aircraft services the Department will require for the duration of the contract(s).
- Ensure FDLE aircraft are serviced in accordance with all applicable aircraft rules and regulations including but not limited to Federal Aviation Administration (FAA), manufacturer, and military regulations.
- Ensure all FDLE aircraft can be serviced in a timely manner as to not delay the Department in fulfilling its mission.
- Ensure any FDLE aircraft acquired while the contract is active can be serviced in accordance with the terms established in the contract(s).
- Identify potential subcontractors that will be utilized by the awarded vendor(s) to service FDLE aircraft throughout the term of the contract.

1.4 QUESTIONS TO BE EXPLORED

FDLE invites Respondents to address the following critical questions:

- How will the Respondent ensure services meet the requirements outlined in this ITN?

- What additional aircraft services is the Respondent able to provide?
- How will the Respondent maintain appropriate policies and procedures to best service the Department?
- What prior experience does the Respondent have that would increase their ability to meet the Department's needs?
- How does the Respondent ensure staff receive adequate training and are properly supervised while performing aircraft services?
- How does the Respondent ensure all scheduled and unscheduled maintenance, inspections, repairs, alterations, and upgrades are conducted in a manner consistent with industry standards and in compliance with all FAA, manufacturer, military, and other applicable regulations?
- How will the Respondent utilize and monitor subcontractors to ensure a complete range of services is available to the Department?

Respondents are encouraged to highlight additional services, key functionalities or best practices from similar public-sector implementations.

1.5 GOALS OF THIS ITN

FDLE intends to establish contract(s) with and utilize the awarded vendor(s) to perform scheduled and unscheduled maintenance, inspections, repairs, alterations, and upgrades to FDLE fixed wing and rotary wing aircraft. FDLE reserves the right to conduct business with other vendors as determined to be in the best interest of the Department. FDLE also reserves the right to supply parts and materials as determined to be in the best interest of the Department. FDLE is seeking services to support its aviation fleet. The fleet is currently comprised of six (6) fixed wing and four (4) rotary wing aircraft used to transport dignitaries and conduct investigations. FDLE reserves the right to add, remove, or change aircraft inventory at any time. The FDLE aviation section requires aircraft remain in operable condition with minimal downtime.

1.6 CONTRACT TERM

The Contract(s) resulting from this solicitation is/are expected to begin upon execution and remain in effect for a period of five (5) years. The selected Respondent(s) will be expected to assume the responsibilities outlined herein upon contract execution.

The State reserves the right, at its sole discretion, to renew the Contract(s) resulting from this solicitation for five (5), one (1) year periods. Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds. Pursuant to Section 287.057(14), F.S., exceptional purchase contracts may not be renewed. Exceptional purchase contracts are defined in Section 287.012(12), F.S.

1.7 DEFINITIONS

Definitions contained in Section 287.012, F.S.; Rule 60A-1.001, Florida Administrative Code (F.A.C.) are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this ITN document. All definitions apply in both their singular and plural sense. Additional definitions applicable to this ITN, if any, can be found in **Attachment T: FDLE Contract Document with Standard Terms and Conditions**.

Alteration: Change made to an aircraft's type design that is not classified as a repair to include but not be limited to: advancements in technology, new avionics systems, and peripherals added to aircraft.

Authorized Representative: An officer of the Respondent's organization who has legal authority to bind the organization to the provisions of the Reply. This usually is the President, Chairman of the Board, or owner of the entity. Document establishing delegated authority must be included with the Reply if signed by someone other than the authorized representative.

Best Value: The highest overall value to the State based on factors that include, but are not limited to price, quality, design, and workmanship.

Business Day: Monday through Friday, inclusive, except for those holidays specified in Section 110.117, F.S., from 8:00 a.m. to 6:00 p.m. Eastern Time (ET).

Commodity Code: The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as "confidential" or "confidential and exempt."

Contract: A written agreement (to include a purchase order) between the Department and the Contractor, including all documents, exhibits and attachments specifying commodities or services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and the Department. This definition replaces the definition in the PUR1000.

Contract Manager: The person designated by the Department who is charged with monitoring a contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information (i.e., payment history, payment method, payment tracking, etc.). The Contract Manager serves as the liaison between the Department and the Contractor regarding performance issues contained in the contract.

Contractor: The person or entity that enters into a contract to sell commodities or contractual services to the Department.

Day: A calendar day.

Department (or Agency): The Florida Department of Law Enforcement, The State, a State of Florida governmental department, division, county, bureau, commission, district, municipality or other eligible entity.

F.A.C: Florida Administrative Code.

FDLE: The State of Florida, Department of Law Enforcement.

F.S.: Florida Statute.

Functional Requirements: Business requirements pertaining to end users.

IFS: Investigations and Forensic Services.

ITN: Invitation to Negotiate FDLE-ITN-2624, including all attachments and addenda to the Invitation to Negotiate.

Inspection: Examination of an aircraft to ensure airworthiness.

MyFloridaMarketPlace (MFMP): The State's eProcurement system. MyFloridaMarketPlace, at [MyFloridaMarketPlace / State Purchasing / Business Operations - Florida Department of Management Services](#).

Offer: A response to a solicitation that, if accepted, would bind the offeror to honor what was submitted.

Repair: Work performed on aircraft or aircraft parts to restore it to airworthy condition.

Reply(ies): All materials submitted by a Respondent in response to this ITN.

Respondent: A Vendor who submits a Reply to this ITN.

Revised Reply(ies): The Respondent's revised submission of the ITN or portions thereof.

Scheduled Maintenance: Maintenance performed on aircraft that is planned and occurs in regular intervals to ensure the aircraft remains airworthy.

Scope Change: A change to the original boundaries of the project, as defined by this solicitation, which affects the budget, schedule, and/or contract requirements.

SOW: Scope of Work.

State: The State of Florida.

Subcontractor: A person or entity contracting to perform any of the services listed in this solicitation for compensation paid by the contractor. Subcontractors are contingent on Department approval.

Technical Reply: A written narrative and other documentation submitted by the Respondent that is independently reviewed, evaluated, and scored in accordance with the evaluation criteria located in **Attachment G: Fixed Wing Technical Reply Instructions and Evaluation Criteria, and Attachment H: Rotary Wing Technical Reply Instructions and Evaluation Criteria.**

Unscheduled Maintenance: Maintenance performed on aircraft when unexpected issues arise.

Upgrade: Enhancement made to an aircraft that is not classified as a repair and does not change the aircraft's type design to include improvements to aircraft to include but not be limited to: improvements in aircraft systems or components.

Value Added Services: Additional services provided to the Department that include new and unconventional services relating to the aircraft services sought under this solicitation.

Vendor: Any firm, entity, or person who submits a reply to the Department in response to this solicitation.

Vendor Information Portal (VIP): The State MyFloridaMarketPlace e-Procurement system which allows all State of Florida Agencies to advertise solicitations and exceptional purchases. It also permits registered Vendors to receive automatic email notifications of solicitation advertisements, public meetings, addenda to solicitation, and exceptional purchases.

The MyFloridaMarketPlace Vendor Information Portal may be accessed at:

[Vendor Information Portal](#)

1.8 PROCUREMENT OFFICER

The Procurement Officer is the **sole point of contact** for this ITN. Direct all contact with the Department to the Procurement Officer in writing by email.

Greer Hannigan
General Services Bureau
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308
Email: CentralPurchasing@fdle.state.fl.us

*****PLACE THE ITN NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER*****

If a Respondent claims that any portion of an email is trade secret under Section 812.081, F.S., or otherwise confidential under Florida or Federal Law, the Respondent is to place the word "Confidential" in the subject line. (See also Section 3.1.23 of this ITN for more information on confidential information.)

1.9 COMMUNICATION RESTRICTIONS

NOTICE PURSUANT TO SECTION 287.057(25), F.S.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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SECTION 2 SCHEDULE OF EVENTS

Below is the timeline that represents the Department's best estimate of the schedule that will be followed. If deviations from this schedule occur, the Department will publish an ITN addendum on the Vendor Information Portal (VIP). No liability to the Department will result from such deviations. All required Respondent actions must be completed by the date and time in the schedule. The Department will not consider late submittals. All listed times are **Eastern Time (ET)**.

EVENT	DUE DATE	LOCATION
ITN Advertised/Released	May 5, 2026	Posted to the VIP Vendor Information Portal
Non-Mandatory Pre-Reply Conference	May 19, 2026 3:00 pm	<u>Via Conference Call</u> Conference Call Number: (850) 270-3999 Participation Code: 393 359 470#
Questions Submitted in Writing by Email	June 9, 2026	Submission Deadline for Respondent Written Questions to the FDLE Procurement Officer via Email: CentralPurchasing@fdle.state.fl.us
Answers to Questions (Anticipated Date)	June 16, 2026	Posted to the VIP Vendor Information Portal

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EVENT	DUE DATE	LOCATION
ITN Replies Due	July 28, 2026 2:30 pm	Submit To: FDLE Off-Site Mail Facility c/o Florida Department of Law Enforcement Headquarters, General Services Bureau Attention: Greer Hannigan 813B Lake Bradford Road Tallahassee, FL 32304 CentralPurchasing@fdle.state.fl.us
ITN Reply Opening	July 28, 2026 3:00 pm	<u>Via Conference Call</u> Conference Call Number: (850) 270-3999 Participation Code: 677 925 154#
Anticipated Evaluations Phase	August 4 – August 18, 2026	Evaluation team members to begin evaluations individually.
Anticipated Negotiation Phase	August 25 – September 22, 2026	Negotiations are not public meetings, however, they are recorded. Negotiation meetings will be conducted in Tallahassee, Florida, if conducted in-person, or using technology-based solutions, if conducted remotely.
Negotiation Team Public Meeting (Anticipated Date)	September 29, 2026 3:00 pm	<u>Via Conference Call</u> Conference Call Number: (850) 270-3999 Participation Code: 402 733 788#

EVENT	DUE DATE	LOCATION
Posting of Intent to Award (Anticipated Date)	September 29, 2026 3:30 pm	Posted to the VIP Vendor Information Portal

The Department shall utilize the State of Florida, MyFloridaMarketPlace Vendor Information Portal, and the Florida Administrative Register for all Invitation to Negotiate Public Notice information in accordance with Rule 60A-1.021, F.A.C., and Section 120.525, F.S. and Rule 28-102.001, F.A.C., respectively.

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SECTION 3 SOLICITATION PROCESS

3.1 SOLICITATION PHASE

This Invitation to Negotiate (ITN) is hereby advertised on the State of Florida MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP). To find the ITN or other related information, click on “Search Advertisements” at the bottom of the web page and select “Department of Law Enforcement” from the drop down then click on Search. If unable to download the document(s), contact the FDLE Procurement Officer.

3.1.1 Non-Mandatory Pre-Reply Conference

In lieu of conducting public meetings, the public will be permitted to join the meeting via teleconference. The teleconference information has been provided in the **Schedule of Events, Section 2**, above. In addition, the Non-Mandatory Pre-Reply Conference will be audio recorded to meet the public records requirements of Chapter 119, F.S., and made available upon receipt of any public records request.

Respondents may ask questions and seek clarification during the Pre-Reply conference and submit written questions by the time set forth in the Schedule of Events. The Department may answer any questions at the Pre-Reply conference or defer them to a later date as identified in the Schedule of Events. Only the Department’s written answers posted on VIP in response to the Respondent’s questions are binding.

3.1.2 Governance

The solicitation is governed by Florida law, including Chapters 287 and 120, F.S., and Chapters 60A-1 and 28-110, F.A.C.

3.1.3 Questions and Answers

Respondents will submit all questions during the question and answer period in writing to the Procurement Officer via email at the email address listed in Section 1.8, Procurement Officer. The deadline for submission of questions is reflected in Section 2, Schedule of Events.

The Department requests that all questions have the solicitation number in the subject line of the email. Questions are requested to be submitted in the following format:

Question #	Vendor Name	ITN Section	ITN Page #	Question

Questions and answers will not constitute a basis for formal protest of the specifications of the solicitation. The Department's answers to written questions will be posted on the MFMP VIP. The Department will not be bound by, and Respondents shall not rely on, any representations outside of this question and answer process. **All written questions are reproduced in the same format as submitted by the Respondent.**

If a Respondent identifies any concerns or required clarifications related to **Attachment K: Fixed Wing Price Reply** or **Attachment L: Rotary Wing Price Reply**, such requests must be submitted during the official question and answer period.

Any Respondent suggested changes to **Attachment K: Fixed Wing Price Reply** or **Attachment L: Rotary Wing Price Reply** will only be considered if submitted through the question and answer process and may result in an Addendum issued by FDLE, if deemed necessary. FDLE reserves the right to clarify, revise, or supplement **Attachment K: Fixed Wing Price Reply** or **Attachment L: Rotary Wing Price Reply** at any time prior to proposal due date. Any such changes or additions will be communicated through an Addendum.

Respondents are responsible for monitoring the VIP and incorporating any updates or revisions into their submitted proposals, as no additional notification will be provided when addendums are posted. Questions and answers will be posted using Attachment U: Written Answers to Questions Form.

3.1.4 Errors in ITN

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this ITN, the Respondent shall immediately notify the Department in writing of the error. The Department will address and resolve major problems by way of an addendum. Minor problems will be addressed as a question and answer, if applicable, or as an addendum, posted on the VIP.

If the ITN contains an error known to the Respondent or an error that reasonably should have been known, any response made without bringing the error to the Department's attention will be at the Respondent's own risk. If the Respondent fails to notify the Department of the error prior to submitting its Reply and is awarded a Contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.1.5 Addenda

The Department reserves the right to amend this ITN. Addenda or clarifications to this ITN will be posted on the VIP along with an Addenda Acknowledgement Form. The Addenda Acknowledgement Form that is issued with each posting shall be signed by

an individual authorized to bind the Respondent, dated, and submitted with the Reply.

It is the Respondent's responsibility to monitor the VIP for any solicitation notifications.

3.1.6 PUR1001 – General Instructions to Respondents

The PUR1001, General Instructions to Respondents is incorporated herein by reference and can be accessed at:

[State Purchasing \(PUR\) Forms / State Agency Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](#)

Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR1001 and shall take precedence over conflicting terms of the PUR1001 which are inapplicable and superseded by this ITN.

Sections 3, 4, 5, 6, 12, 13, 14, 15, 16, 20, and 21 of the PUR1001 are deleted and are replaced as follows:

Section 3. Electronic Submission of Responses: Responses must be submitted as required in **Section 3.1.19**.

Section 4. Terms and Conditions: All Replies are subject to the terms of this solicitation, which, in case of conflict, shall have the order of precedence listed in the Order of Precedence for Solicitation **Section 6.5**.

The Department shall not accept any unrequested terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Reply. In submitting its Reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Section 5. Questions: Questions must be submitted as specified in **Section 3.1.3**

Section 6. Conflict of Interest: Replaced with **Section 3.1.14**

Section 12. Public Opening: Replaced with **Section 3.1.20**

Section 13. Electronic Posting of Notice of Intended Award: Replaced with **Section 5.2**

Section 14. Firm Response: Replaced with **Section 3.1.25**

Section 15. Clarifications/Revisions: Replaced with **Section 3.2.3**

Section 16. Minor Irregularities/Right to Reject: Replaced with **Section 3.2.2**

Section 20. Protests: Replaced with **Section 5.5**

Section 21. Limitation on Vendor Contact with Agency During Solicitation Period:
Replaced with **Section 1.9**

3.1.7 MyFloridaMarketPlace Registration

Each Respondent desiring to sell commodities or contractual services as defined in Section 287.012, F.S. to the State of Florida through the online procurement system, shall register in the MFMP system prior to entering into a contract with The Department; the selected Respondent must be registered with the [MyFloridaMarketPlace Vendor Information Portal](#). Information about the registration process is available, and registration may be completed, at the VIP website. Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) FLA-EPRO {(866) 352-3776}. A Respondent not currently registered in the MFMP system and is noticed as the intended awardee shall register within three (3) days after posting the intent to award.

Respondents should register for the following United Nations Standard Products and Services (UNSPSC) Class / Group Commodity Codes pertaining to this procurement:

- 72151304: Aircraft painting service
- 78181800: Fixed wing aircraft maintenance and repair services
- 78181900: Rotary wing aircraft maintenance and repair services

3.1.8 Florida Substitute Form W-9 Process

The State of Florida, Department of Financial Services (DFS) requires all Respondents that conduct business with the State, submit an electronic Substitute Form W-9. Respondents shall utilize the [DFS Substitute Form W-9 Verification website](#) to submit their Substitute Form W-9 electronically at <https://flvendor.myfloridacfo.com>. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order for a Respondent to receive payments from the State. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com for additional assistance if required.

3.1.9 Respondent Diversity

The State of Florida is committed to supporting its diverse business industry and population by providing opportunity for minority, women, and veteran business enterprises in all its solicitations. Respondents are encouraged to contact the

Department of Management Services (DMS), Office of Supplier Development (OSD) at (850) 487-0915 / osdhelp@dms.fl.gov for information on becoming a Certified Business Enterprise (CBE) or for a listing of existing businesses that may be available for subcontracting or supplier opportunities. A directory of Florida CBEs is also available at [Office of Supplier Diversity \(OSD\) / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](#).

Pursuant to Section 287.057(12), F.S., if two (2) equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise as defined in Section 288.703, F.S. Respondents must provide a copy of this certification in their Bid Response.

Pursuant to Section 295.187(4), F.S., a state agency, when considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified veteran business enterprise. Notwithstanding Section 287.057(12), F.S., if a veteran business enterprise entitled to the vendor preference under this section and one or more businesses entitled to this preference or another vendor preference provided by law submit bids, proposals, or replies for procurement of commodities or contractual services which are equal with respect to all relevant considerations, including price, quality, and service, the state agency shall award the procurement or contract to the business having the smallest net worth. Respondents must provide a copy of this certification in their Bid Response.

3.1.10 Suspended Vendor List

Pursuant to Section 287.1351, F.S., a vendor that is in default on any contract with an agency or has otherwise repeatedly demonstrated a recent inability to fulfill the terms and conditions of previous state contracts or to adequately perform its duties under those contracts may not submit a bid, proposal, or reply to an agency or enter into or renew a contract to provide any goods or services to an agency after its placement, pursuant to this section, on the suspended vendor list.

An agency may not accept a bid, proposal, or reply from, or enter into or renew any contract with, a vendor on the suspended vendor list until such vendor has been removed from the suspended vendor list and returned to the vendor list maintained by the department pursuant to Section 287.042(1)(a) and (b), F.S., and the vendor has reimbursed the agency for any re-procurement costs.

3.1.11 Federal Excluded Parties List

A Respondent or subcontractor that, at the time of bidding or submitting a Reply for a new contract or renewal of an existing contract is on the Federal Excluded Parties List, is ineligible for, and may not bid on, submit a Reply for, or enter into or renew a contract with an agency for goods or services, if any federal funds are being utilized.

3.1.12 Subcontractors

The awarded Respondent(s) will be allowed to subcontract for any of the services to be provided through the resulting Contract; however, each Respondent must obtain the Department's prior written approval. The awarded Respondent(s) will be the prime service provider and shall be responsible for all work performed and all Contract deliverables. Therefore, the proposed use of subcontracts should be included in the Respondent's Reply on **Attachment I: Fixed Wing List of Subcontractors, and/or Attachment J: Rotary Wing List of Subcontractors**. Requests for use of subcontractors received subsequent to the ITN process are subject to review and approval by the Department.

The Department supports diversity in its procurement program and requests that any or all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Respondents may contact the DMS Office of Supplier Development for additional information.

3.1.13 Scrutinized Company List

Pursuant to Section 287.135, F.S., at the time a Respondent submits a Response or before entering into a contract where the value exceeds \$100,000 , the Respondent or Contractor must certify that the company is not on the Scrutinized Companies or Other Entities the Boycott Israel List, or is engaged in a boycott of Israel, or where the value exceeds \$1 million, the Respondent or Contractor must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and that it does not have business operations in Cuba or Syria.

Pursuant to Section 287.135, F.S., the Department may terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), F.S., or if the Contractor is placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

Respondents must include the **Attachment N: Scrutinized Companies Certification** to evidence this certification with their Reply.

3.1.14 Conflict of Interest / Statement of No Involvement

Respondents, Contractors, subcontractors, and individuals that have assisted in the preparation of the ITN or with project management oversight are precluded from bidding or preparing a Reply for this solicitation.

The Respondent and/or Contractor shall not compensate in any manner, directly or indirectly, any officer, agent, or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Respondent and/or Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract. All Respondents submitting a Reply to this ITN, their subcontractors, and each party identified in a joint-venture Reply, should complete, and execute **Attachment M: Conflict of Interest / Statement of No Involvement**, and return with their Reply submittal.

3.1.15 Certification of Drug-Free Workplace

To be considered for the drug-free workplace program preference, Respondents must provide certification that it has implemented a drug-free workplace program in accordance with 287.087, F.S. Submission of **Attachment O: Drug-Free Workplace Certification** is not required as a matter of bid responsiveness, but is a precondition of eligibility for this preference.

3.1.16 No Offshoring Affidavit

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States. State of Florida Data includes the representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, that are exempt, confidential, or Protected Health Information that are protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Title 45 Code of Federal Regulations (C.F.R.) Sections 160 or 164, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH

Act”), or the regulations promulgated thereunder; or Section 110.123(10), F.S. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

Each Respondent is required to fill out and sign the attached **Attachment P: Affidavit of No Offshoring**. By affixing signature to the Affidavit, the Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department.

3.1.17 Definition of Requirements

Within this ITN, the use of “shall” or “must” indicates a mandatory requirement or mandatory action. The Department shall consider failure to meet a mandatory requirement or action a material deficiency. In the event a Reply contains a material deficiency, the Department may reject the Reply and not consider it further, score that requirement with a zero (0), or take any other action appropriate under the circumstances. But, if the Department determines, in its sole discretion, the failure to meet a mandatory requirement is not material, the Department reserves the right to waive the deficiency.

The use of terms such as “should,” “may,” “would like,” “desires,” “prefers,” or “is interested in,” indicates a desired requirement. The Department will not reject a Reply just because it fails to meet a desired requirement, though such failure may result in lower score(s) for scored criteria relating to that requirement.

3.1.18 Execution of Reply

The Respondent’s Reply shall contain a signed and completed **FDLE Acknowledgement Form**. Each original Reply must contain the original signature of an authorized representative who can legally bind the Respondent in a contractual obligation. Each Reply should be typed.

Each Reply should provide a cover letter that identifies the submission as:

FDLE-ITN-2624 Fixed Wing and Rotary Wing Aircraft Services

This cover letter should identify the Respondent, its address, telephone number, fax number, email address, and the name and title of the authorized representative submitting the Reply.

Two (2) or more firms may submit a joint Reply in response to this ITN. If a joint Reply is submitted, the Reply shall fully define the responsibilities that each firm

is proposing to undertake. One of the firms submitting a joint Reply shall be designated as the primary firm and complete the **FDLE Acknowledgement Form**. All firms and their authorized representatives shall be identified in the cover letter, and authorized representatives of all firms shall sign the cover letter. Any Contract resulting from the joint Reply shall be signed by principals or officers of each firm. The Department shall hold all firms jointly and severally responsible for carrying out all activities of the procurement process and the Contract.

3.1.19 Reply Submission Format

The instructions for this solicitation have been designed to help ensure that all Replies are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Any and all information submitted in variance with these instructions is subject to not being reviewed or evaluated.

Replies will be divided into five (5) volumes for the Florida Department of Law Enforcement consideration:

- **VOLUME ONE:** **Sealed Technical Replies Fixed Wing Aircraft**
- **VOLUME TWO:** **Sealed Technical Replies Rotary Wing Aircraft**
- **VOLUME THREE:** **Sealed Price Reply Submission Fixed Wing Aircraft**
- **VOLUME FOUR:** **Sealed Price Reply Submission Rotary Wing Aircraft**
- **VOLUME FIVE:** **Sealed Administrative Qualification Documents**

Each of the Respondent's volumes shall be packaged and sealed separately. The Respondent must only submit the Technical Reply volume and Price Reply volume for the aircraft type category they wish to reply to.

For example: A Respondent wishing to reply to both fixed wing and rotary wing categories must submit all five (5) volumes. A Respondent wishing to reply only to the fixed wing category must submit volumes one (1), three (3), and five (5). A Respondent wishing to reply only to the rotary wing category must submit volumes two (2), four (4), and five (5).

Each package should be addressed to the Procurement Officer and display the following information: Responding Respondent Name; Solicitation Number; Solicitation Title; and Reply Due Date as indicated in this section:

Attention: **Greer Hannigan**
 FDLE Off-Site Mail Facility
 c/o Florida Department of Law Enforcement
 General Services Bureau
 813B Lake Bradford Road
 Tallahassee, FL 32304

Responding Respondent Name

Solicitation Number: FDLE-ITN-2624

Title: Fixed Wing and Rotary Wing Aircraft Services

Reply Opening: 07/28/2026 @ 3:00 PM ET

Replies must be submitted by U.S. Mail, United Parcel Service (UPS), Federal Express (FedEx), private courier, or hand delivery. Electronic submission or facsimile transmission of Replies are **NOT** authorized and will **NOT** be accepted. Respondents are cautioned that shipped Replies will be routed to the Department's Off-Site Mail Facility which may cause delays in delivery and receipt by General Services. Respondents choosing to mail Replies must take this into consideration and allow sufficient time to ensure timely delivery and receipt.

A Respondent choosing to hand deliver a sealed Reply must take into consideration that the FDLE Headquarters Building is a secure facility. "Hand deliver" means delivery at the correct location on or before the required date and time. The Respondent must notify the Procurement Officer of their intent to hand deliver a Reply prior to delivery of the Reply. The FDLE Headquarters location is:

Attention: Greer Hannigan
Florida Department of Law Enforcement
General Services Bureau
2331 Phillips Road
Tallahassee, Florida 32308
850-410-7300
CentralPurchasing@fdle.state.fl.us

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Replies should be formatted as follows:

VOLUME ONE: SEALED TECHNICAL REPLY FIXED WING AIRCRAFT SUBMISSION

Respondents shall submit their Technical Reply to include:

- a. One (1) original paper / hard bound response.
- b. Seven (7) electronic responses submitted via USB drive. Each USB must contain files that are logically organized, searchable, and clearly labeled to directly correspond with the sections and pagination of the original hard-bound submissions.
- c. 8.5" x 11" paper. If the Technical Reply is submitted in a binder, the binder should be clearly labeled on the front cover and spine. All pages should be consecutively numbered.
- d. One (1) redacted paper / hard bound response with accompanying USB Drive as described in **Section 3.1.19** (if applicable).
- e. The individual section tabs as outlined below:

FIXED WING TECHNICAL REPLY SUBMISSION LAYOUT	
Tab 1	<u>COVER LETTER</u> A cover letter on the Respondent's letterhead with the following information: a. Company name and physical address; b. Primary location(s) from where the work will be performed – airport identifier; c. Contact information for Respondent's primary point of contact, including phone number and email address; and d. Federal Employer Identification (FEID) Number. <u>LIST OF SUBCONTRACTORS (Attachment I)</u> Include a summary of products or services to be provided for each subcontractor identified (if applicable). <u>COPY OF ALL RELEVANT CERTIFICATIONS</u> Include a copy of all certifications required by Attachment A: Scope of Work and any additional certifications.

Tab 2	<u>EXPERIENCE REPLY</u> Executive Summary: The Respondent should include an Executive Summary, no longer than 10 pages in length, that demonstrates the Respondent’s overall understanding of the need for and purpose of the ITN and describes the noteworthy features of the Respondent’s Technical Reply(ies). No points will be awarded for the Executive Summary. Experience Reply: The Respondent should submit a detailed Experience Reply using Attachment E: Fixed Wing Experience Reply Instructions and Evaluation Criteria. References: Respondents are required to submit with their Reply, three (3) references that have been provided for services of similar scope and parameters of those requested in this solicitation. References must be listed on Attachment C: Fixed Wing References and included in this section.
Tab 3	<u>TECHNCIAL REPLY</u> The Respondent should submit a detailed Technical Reply that provides all the information requested in Attachment G: Fixed Wing Technical Reply Instructions and Evaluation Criteria.
Tab 4	<u>VALUE-ADDED FEATURES OR ENHANCMENTS</u> The Respondent may offer services other than those specifically outlined in this solicitation that it believes would offer Value-Added Services to the Department. Additional services, methodologies, or concepts other than those presented in this ITN will be considered. For example, these might include unique business features, special services, offer costs or shared savings, discounts, or terms and conditions specific to each Respondent. Information provided in this section will not be scored by the Evaluation Team but is reserved for further discussion and finalization during the Negotiation Phase.

Failure of the Respondent to provide any information required in the Technical Reply portion of their Response may result in a score of zero (0) for that element of the evaluation.

VOLUME TWO: SEALED TECHNICAL REPLY ROTARY WING AIRCRAFT SUBMISSION

Respondents shall submit their Technical Reply to include:

- a. One (1) original paper / hard bound response.
- b. Seven (7) electronic responses submitted via USB drive. Each USB must contain files that are logically organized, searchable, and clearly labeled to directly correspond with the sections and pagination of the original hard-bound submissions.
- c. 8.5" x 11" paper. If the Technical Reply is submitted in a binder, the binder should be clearly labeled on the front cover and spine. All pages should be consecutively numbered.
- d. One (1) redacted paper / hard bound response with accompanying USB Drive as described in **Section 3.1.19** (if applicable).
- e. The individual section tabs as outlined below:

ROTARY WING TECHNICAL REPLY SUBMISSION LAYOUT	
Tab 1	<u>COVER LETTER</u> A cover letter on the Respondent's letterhead with the following information: a. Company name and physical address; b. Primary location(s) from where the work will be performed – Airport identifier; c. Contact information for Respondent's primary point of contact, including phone number and email address; and d. Federal Employer Identification (FEID) Number. <u>LIST OF SUBCONTRACTORS (Attachment J)</u> Include a summary of products or services to be provided for each subcontractor identified (if applicable). <u>COPY OF ALL RELEVANT CERTIFICATIONS</u> Include a copy of all certifications required by Attachment A: Scope of Work and any additional certifications.

Tab 2	<u>EXPERIENCE REPLY</u> Executive Summary: The Respondent should include an Executive Summary, no longer than 10 pages in length, that demonstrates the Respondent’s overall understanding of the need for and purpose of the ITN and describes the noteworthy features of the Respondent’s Technical Reply(ies). No points will be awarded for the Executive Summary. Experience Reply: The Respondent should submit a detailed Experience Reply using Attachment F: Rotary Wing Experience Reply Instructions and Evaluation Criteria. References: Respondents are required to submit with their Reply, three (3) references that have been provided for services of similar scope and parameters of those requested in this solicitation. References must be listed on Attachment D: Rotary Wing References and included in this section.
Tab 3	<u>TECHNCIAL REPLY</u> The Respondent should submit a detailed Technical Reply that provides all the information requested in Attachment H: Rotary Wing Technical Reply Instructions and Evaluation Criteria.
Tab 4	<u>VALUE-ADDED FEATURES OR ENHANCMENTS</u> The Respondent may offer services other than those specifically outlined in this solicitation that it believes would offer Value-Added Services to the Department. Additional services, methodologies, or concepts other than those presented in this ITN will be considered. For example, these might include unique business features, special services, offer costs or shared savings, discounts, or terms and conditions specific to each Respondent. Information provided in this section will not be scored by the Evaluation Team but is reserved for further discussion and finalization during the Negotiation Phase.

Failure of the Respondent to provide any information required in the Technical Reply portion of their Response may result in a score of zero (0) for that element of the evaluation.

VOLUME THREE: SEALED PRICE REPLY FIXED WING AIRCRAFT SUBMISSION

Respondents shall provide their sealed Price Reply submission as follows:

- a. One (1) original paper / hard bound response.
- b. One (1) electronic response submitted via USB drive. Electronic files should be logically named and easily mapped to the hard-bound submittal.
- c. 8.5" x 11" paper. If the Price Reply is submitted in a binder, the binder should be clearly labeled on the front cover and spine. All pages should be consecutively numbered.

The price provided for the **Fixed Wing Aircraft Services**, shall include the cost of all things necessary to accomplish the requirements outlined in **Attachment G: Fixed Wing Technical Reply Instructions and Evaluation Criteria**, and the Respondent's response hereto, including, but not limited to, the Respondent furnishing the proposed services; MyFloridaMarketPlace transaction fees; miscellaneous expenses; and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. Failure by the Respondent to provide prices on **Attachment K: Fixed Wing Price Reply** may result in the Reply being deemed non-responsive and therefore, the Reply may be rejected. Footnotes, notations, and exceptions made to **Attachment K: Fixed Wing Price Reply** may not be considered.

Any Respondent suggested changes to **Attachment K: Fixed Wing Price Reply** will only be considered if submitted through the question and answer process and may result in an Addendum issued by FDLE, if deemed necessary. FDLE reserves the right to clarify, revise or supplement **Attachment K: Fixed Wing Price Reply** at any time prior to proposal due date. Any such changes or additions will be communicated through an Addendum.

- d. Prices submitted may be reduced during negotiations but cannot be raised unless the increase is reflected in the Best and Final Offer (BAFO) and is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN. During the negotiation process, the Department also reserves the right to negotiate a la carte services, categories, and components of services.

Important Note: Value-Added Features or Enhancements should not be included in the overall contract pricing. These items should be priced individually and listed separately in Tab 3 Value-Added of the Price Reply Spreadsheet. They are not required; however, they may be considered during the negotiation phase.

VOLUME FOUR: SEALED PRICE REPLY ROTARY WING AIRCRAFT SUBMISSION

Respondents shall provide their sealed Price Reply submission as follows:

- a. One (1) original paper / hard bound response.
- b. One (1) electronic response submitted via USB drive. Electronic files should be logically named and easily mapped to the hard-bound submittal.
- c. 8.5" x 11" paper. If the Price Reply is submitted in a binder, the binder should be clearly labeled on the front cover and spine. All pages should be consecutively numbered.

The price provided for the **Rotary Wing Aircraft Services**, shall include the cost of all things necessary to accomplish the requirements outlined in **Attachment H: Rotary Wing Technical Reply Instructions and Evaluation Criteria**, and the Respondent's response hereto, including, but not limited to, the Respondent furnishing the proposed services; MyFloridaMarketPlace transaction fees; miscellaneous expenses; and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. Failure by the Respondent to provide prices on **Attachment L: Rotary Wing Price Reply** may result in the Reply being deemed non-responsive and therefore, the Reply may be rejected. Footnotes, notations, and exceptions made to **Attachment L: Rotary Wing** may not be considered.

Any Respondent suggested changes to **Attachment L: Rotary Wing Price Reply** will only be considered if submitted through the question and answer process and may result in an Addendum issued by FDLE, if deemed necessary. FDLE reserves the right to clarify, revise or supplement **Attachment L: Rotary Wing Price Reply** at any time prior to proposal due date. Any such changes or additions will be communicated through an Addendum.

- d. Prices submitted may be reduced during negotiations but cannot be raised unless the increase is reflected in the BAFO and is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN. During the negotiation process, the Department also reserves the right to negotiate a la carte services, categories, and components of services.

Important Note: Value-Added Features or Enhancements should not be included in the overall contract pricing. These items should be priced individually and listed separately in Tab 3 Value-Added of the Price Reply Spreadsheet. They are not required; however, they may be considered during the negotiation phase.

VOLUME FIVE: SEALED ADMINISTRATIVE QUALIFICATION DOCUMENTS SUBMISSION

Respondents shall provide their Administrative Qualifications Documents as follows:

- a. One (1) original paper / hard bound response.
- b. One (1) electronic response submitted via USB drive. Each USB must contain files that are logically organized, searchable, and clearly labeled to directly correspond with the sections and pagination of the original hard-bound submissions.
- c. 8.5" x 11" paper. If the Administrative Reply is submitted in a binder, the binder should be clearly labeled on the front cover and spine. All pages should be consecutively numbered.
- d. Utilize individual section tabs as outlined in this section:

ADMINISTRATIVE REPLY SUBMISSION LAYOUT	
Tab 1	<u>MANDATORY RESPONSIVE REQUIREMENTS</u> Complete and submit the required forms below: 1. FDLE Acknowledgement Form and any posted Addendum Acknowledgement Form(s) 2. Scrutinized Companies Certification (Attachment N) 3. Conflict of Interest / Statement of No Involvement Certification (Attachment M) 4. Affidavit of No Offshoring (Attachment P) 5. Pass / Fail Requirements (Attachment B) 6. PUR2023 (Attachment Q) 7. PUR2024 (Attachment R) 8. PUR7801 (Attachment S)

Tab 2	<u>DEPARTMENT OF STATE REGISTRATION</u> Submit a copy of registration with the Department of State which authorizes the Respondent to conduct business in the State of Florida (as applicable). <u>CERTIFICATIONS</u> In the event that the evaluation results in identical evaluations of replies, the Department will select a Respondent based on the criteria identified in Chapters 287 and 295, F.S. If the following documents do not apply to the Respondent, the Respondent may leave blank. Otherwise, provide the following documentation: 1. Certification of Minority Business Enterprise 2. Certification of Veteran Business Enterprise 3. Certification of a Drug-Free Workplace (Attachment O)
Tab 3	<u>LITIGATION</u> Respondents are required to list and summarize any pending or threatened litigation; administrative or regulatory proceedings; or similar matters that could materially affect the Respondent or that could materially affect the Respondent's ability to service the Department. In addition, the Respondent must describe any administrative or civil litigation involving the Respondent and any State or Federal entity in the last three (3) years.
Tab 4	<u>LICENSE AGREEMENTS</u> Include any licensing and software agreement terms and conditions that may be presented through the term of the Contract. The inclusion of such terms by the Respondent is subject to review and approval of the Department. If there is a conflict between the Respondent generated licensing and/or software agreement terms and FDLE Terms and Conditions noted herein, FDLE Terms and Conditions incorporated into this solicitation will prevail.

3.1.20 Reply Opening

In lieu of conducting public openings, the public will be permitted to join the openings via teleconference. The teleconference information has been provided in the **Schedule of Events, Section 2**, above. In addition, the reply opening will be audio recorded to meet the public records requirements of Chapters 119 and 286, F.S., and made available upon receipt of any pertinent public records request.

3.1.21 Cost of Preparing a Respondent Reply

The Department is not liable for any costs incurred by a Respondent in responding to this ITN including but not limited to, site visits, presentations, conferences, copying, travel, etc. All costs associated with a Reply to this ITN will be the responsibility of the Respondent.

3.1.22 Reply as Part of the Contract

This ITN and the successful Respondent's Reply and Respondent's BAFO received (if applicable) will be incorporated into the Contract.

3.1.23 Respondent's Duties to Assert Exemption from Disclosure as a Public Record

Any Reply content submitted to the Department which is asserted to be exempted by law from disclosure as a public record shall be clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and to clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Reply or other document in which the content is set forth.

An entire page or paragraph in which such information appears should not be marked "exempt," "confidential" or "trade secret" unless the entire page or paragraph consists of such confidential information. Only the confidential portions(s) should be identified and marked. Respondents are to indicate where confidential information begins and ends.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. The Department will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(f), F.S., or Section 688.002(4), F.S., where identified as such in the Reply, to the extent permitted under Section 815.045, F.S., and Chapter 119, F.S. Each Respondent acknowledges that the protection afforded by Section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by the Department.

It will be the responsibility of the Respondent to defend the confidentiality of its trade secrets through the judicial process.

The Department takes its public records responsibilities under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution very seriously. If a Respondent considers any portion of the documents, data, or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also

provide the Department with a separate Redacted Copy of its Reply, in hard copy and on a USB flash drive, at the time of Reply submission in accordance with **Section 3.1.19** of this ITN.

This Redacted Copy should contain the Department's solicitation name, number, and the name of the Respondent on the cover and should be clearly titled "**Redacted Copy.**" The Redacted Copy must be provided to the Department at the same time the Respondent submits its Reply and must only exclude or obliterate those exact portions which are exempted by law from public disclosure.

IF A RESPONDENT FAILS TO SUBMIT A REDACTED COPY WITH ITS REPLY AS DESCRIBED HEREIN, THE DEPARTMENT IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENT(S), DATA OR RECORDS SUBMITTED BY THE RESPONDENT IN ANSWER TO A PUBLIC RECORDS REQUEST.

THE STATE OF FLORIDA DOES NOT CONSIDER PRICE TO BE CONFIDENTIAL.

3.1.24 Withdrawal of Reply

Replies submitted on or before the Reply due date may be withdrawn, amended, or replaced with another Reply up until the Reply due date and time. Replies withdrawn prior to the Reply Opening date and time will be returned, unopened to the Respondent at the Respondent's expense.

3.1.25 Firm Response

Respondent submitted Replies (including the BAFO) shall remain firm and valid until a contract is fully executed.

3.1.26 Respondent Generated Terms and Conditions

The Department anticipates addressing any Respondent generated terms and conditions concerns not otherwise included in the Respondent's Question and the Department's Response, during the Contract Negotiation process as necessary. Respondents shall not submit additions, objections, or modifications with their Reply submission. Respondent additions, objections or modifications to terms and conditions will be considered with Respondent(s) selected for negotiations.

No oral agreements or representations shall be valid or binding upon the Department or the Respondent unless expressly contained herein, or by a written addendum to this ITN, or by inclusion or amendment to the resulting Contract.

3.1.27 Reserved Rights

The Department reserves the right to:

1. Amend this ITN.
2. Waive minor irregularities and nonmaterial deficiencies in submitted Replies.
3. Conduct a Reply Clarification Process to cure deficiencies not directly related to Technical Specifications of the ITN.
4. Accept or Reject any or all Replies received in whole.
5. Re-Solicit for new Replies.
6. Abandon the need for such commodities and services.
7. Request additional information to assess a Respondent's capabilities.
8. Negotiate with one or more Respondents, either sequentially or concurrently, or not negotiate at all.
9. Request additional BAFOs, if in the State's best interest.
10. Exercise all, part, or none of the renewal options.

3.2 TECHNICAL REPLY ADMINISTRATIVE REVIEW

3.2.1 Non-Responsive Replies

Each Respondent shall submit a Reply that meets all material requirements of this ITN. The Department reserves the right to determine whether the Reply meets the material requirements as outlined in the ITN solicitation. Material requirements of this ITN are those without which adequate analysis and comparison of Replies would be impossible, or those that affect the competitiveness of Replies. The Department seeks to maximize competition and reserves the right to seek clarification from responding Respondents to obtain non-material information to complete a responsiveness review. Failure of a Respondent to provide required information may cause a Respondent to be deemed non-Responsive and therefore be disqualified from further consideration.

Non-Responsive Replies may include, but are not limited to, those which:

1. fail to utilize, complete, and/or submit the mandatory prescribed forms;
2. fail to answer yes to each of the Pass / Fail Requirements (**Attachment B**)
3. include terms and conditions contrary to the requirements of this solicitation;
4. do not contain authorized signatures;
5. contain Technical or Reply information contrary to that outlined in this ITN; and
6. are not in conformance with the requirements and instructions contained herein.

A NON-RESPONSIVE REPLY WILL NOT BE CONSIDERED UNLESS, AT THE DEPARTMENT'S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE REPLY BY THE DEPARTMENT AND CAN BE EASILY AND QUICKLY REMEDIED.

3.2.2 Minor Irregularities

The Department reserves the right to wave minor irregularities in a Reply. A minor irregularity is a variation of a technical nature to this ITN which does not affect the price of the Reply or give the Respondents a substantial or unfair advantage over other Respondents. At its sole discretion, the Department may request a Respondent provide clarifying information or additional materials to correct a minor irregularity. However, the Department will not request, and the Respondent shall not provide, additional materials that affect the price of the Reply or give the Respondent an advantage or benefit not provided to all Respondents.

3.2.3 Clarification Requests

Throughout the solicitation process, the Department may request clarification(s) of uncertainties, or to eliminate confusion concerning the contents of a Reply, or ambiguous or inconsistent information in submitted Replies, using the following process:

If the Department detects an ambiguity or inconsistency within a Reply, the FDLE Procurement Officer or designee will request clarification utilizing a Clarification Request (CR) describing the ambiguity or inconsistency.

Respondents are cautioned that the Department may not generate a CR for an omission, even of a mandatory topic or mandatory requirement. The Department may reject a Reply that omits a mandatory topic or requirement or may score with zero (0) points.

The FDLE Procurement Officer or designee will coordinate with Respondents a time for responses to all CRs to be submitted.

Within 48 hours, unless another timeframe is authorized by the FDLE Procurement Officer or designee, of the conclusion of the conference call, meeting, or written request by which the CR is communicated, the Respondent shall send to the FDLE Procurement Officer or designee (by e-mail) the written Clarification Request Responses (CRR) with a letter binding the Respondent to the contents of the CRR and signed by an individual authorized to bind the Respondent. The Respondent should confirm receipt of the CRR by the Department. The Department will disregard oral discussions, and any written material that does not respond directly to a CR.

The Department will use the written CRR to update the Respondent's Reply. An unresolved CR may result in an evaluator scoring a Respondent's Reply lower.

The Department may not generate a CR for omissions in the Reply; therefore, do not rely on CRs to identify deficiencies.

CRRs are restricted to information that responds directly to a CR; therefore, Respondents should not submit information that does not respond directly to a CR in the written CRR. If a Respondent does submit new information that does not directly respond to the CR, the Department will not evaluate it. Clarifications may not result in a material or substantive change to the Respondent's Reply.

3.2.4 Disqualification for Non-Responsibility

The Department reserves the right to utilize sources other than those identified by the Respondent to obtain additional information regarding the prospective Respondent's capability of fully performing a contract for the services outlined in this ITN as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the Respondent is a Responsible Respondent. The Department will reject the Reply submitted by any Respondent deemed not to be a Responsible Respondent.

Such additional sources may include, but are not limited to, news sources; court filings; internet searches; and online reports available from state or federal agencies. Factors that may result in finding that the prospective Respondent is not a Responsible Respondent include, but are not limited to, filing for bankruptcy or insolvency; conviction of a crime by any corporate officer involving fraud; dishonesty, unfair or deceptive trade practices; ITN or price fixing; or any other offense related to corporate business practices or having a contract with any state or governmental entity terminated for breach or for failure to perform within the past three (3) years.

3.2.5 Less than Two Responsive Replies

In the event that the Department receives less than two (2) Responsive Replies, the Department may negotiate the best terms and conditions with the single Responsive Respondent.

3.2.6 Pass / Fail Requirements

Respondents will be required to answer all Pass / Fail Requirements questions in **Attachment B**. All Pass / Fail Requirements questions must be completed and answered "yes" for the Respondent to be eligible to proceed to the Technical Reply Evaluation. After this determination, the Department will conduct an evaluation of the Technical Responses.

SECTION 4 SELECTION METHODOLOGY

4.1 RESPONSIVENESS AND RESPONSIBILITY

The Department will determine which Respondents are responsive and responsible, and which have submitted a Responsive Reply that meets the requirements of this solicitation (see Section 287.012, F.S.). The Department will perform the initial responsiveness check. Replies found to be non-Responsive will not be evaluated. The Department reserves the right to act upon information discovered after the initial responsiveness check impacting the responsibility or responsiveness of the Respondent.

Respondents are responsible for thoroughly reviewing all of the ITN requirements to ensure that their Reply and proposed approach are fully compliant with ITN requirements and thereby avoid the possibility of being deemed non-Responsive, scored lower, or having zero (0) points assigned.

4.2 EVALUATIONS

4.2.1 Evaluation Process—General Overview

All Replies that meet the Mandatory Responsive Requirements and are determined to be responsive will be evaluated. The Department-appointed evaluation team members will independently review, evaluate, and score the Responsive Replies to this ITN. Each evaluator will be provided a copy of each Respondent's Reply that is deemed Responsive.

Evaluators will not search through the Replies for information that is missing from a section being reviewed, so it is important for the Respondent to carefully follow the ITN organization and contents specified for Replies in **Section 3.1.19**. The Department will attempt to clarify ambiguous or inconsistent information with a Clarification Request(s). In response to a Clarification Request, the Department will not allow or evaluate any information that does not respond directly to the Clarification Request.

4.2.2 Evaluation Criteria

Scoring for each submission will be an average of the evaluators' scores for all scored sections of the Respondent's Experience Reply and Technical Reply, and the Procurement Officer's scoring of the Price Reply. All scores will be rounded to the nearest whole number.

The evaluators will independently review and evaluate the Responsive Replies. Using the criteria established in **Attachment E: Fixed Wing Experience Reply Instructions**

and Evaluation Criteria, Attachment F: Rotary Wing Experience Reply Instructions and Evaluation Criteria, Attachment G: Fixed Wing Technical Reply Instructions and Evaluation Criteria, and Attachment H: Rotary Wing Technical Reply Instructions and Evaluation Criteria the evaluators will assign a score for all scored sections of the Respondent's Experience Reply and each of its Technical Reply(ies). The final score will be determined by combining the average of the evaluator Experience Reply scores and Technical Reply scores.

In determining the quality of a Reply, the evaluators will use the following guiding questions:

- How well does the Reply demonstrate an understanding of the services requested?
- How well does the Reply demonstrate the Respondent's ability to provide the services requested?
- How well does the Reply address the requested services?

The Procurement Officer will calculate the number of points awarded for the Respondent's Price Reply based on the formula below. The price identified as the "Grand Total for Cost Evaluation" on **Attachment K: Fixed Wing Price Reply, and Attachment L: Rotary Wing Price Reply** will be used as the proposed cost for purposes of this formula. The Respondent submitting the lowest cost reply will be awarded the maximum amount of points available. All other Respondents will be awarded points based on a relative percentage of the dollar amount higher than the lowest response.

$$A \div N \times B = C$$

A – Lowest total proposed cost

N – Proposed cost for Respondent under review

B – Maximum number of points available (20)

C – Score awarded to Respondent under review

The scoring methodology is outlined below:

Fixed Wing Reply	Available Points
Experience Reply (Attachment E)	40
Technical Reply (Attachment G)	140
Price Reply (Attachment K)	20
Fixed Wing Total Available Points	200

Rotary Wing Reply	Available Points
Experience Reply (Attachment F)	40
Technical Reply (Attachment H)	140
Price Reply (Attachment L)	20
Rotary Wing Total Available Points	200

The Department requests that proposed Value-Added Services be provided within volume one (1) tab four (4) or volume two (2) tab four (4). However, Value-Added Services will not be scored during the Evaluation Process. They will be discussed during the Negotiation Process.

4.3 NEGOTIATIONS

4.3.1 Negotiation Process—General Overview

The Department will establish a negotiation team to conduct the negotiations. The negotiation team will make a recommendation of (an) award(s) to the Respondent(s) that will provide best value based on the selection criteria in the ITN. The negotiation team will not be bound by evaluator scoring but may use the evaluator scoring as a reference tool during the negotiation process. Evaluators' scores will not be used for the determination of best value.

Prices submitted may be reduced during negotiations but cannot be raised unless the increase is reflected in the BAFO and is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN. During the negotiation process, the Department also reserves the right to negotiate a la carte services, categories, and components of services.

The Department reserves the right to request and negotiate pricing for various services. The format and content of any pricing submissions, including but not limited to BAFOs, may be amended during negotiations at the discretion of the negotiation team.

The Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined, and clarifications required.

The Department may require additional technical details and documentations. The negotiation team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded. Recordings will be subject to the provisions of Section 286.0113, F.S.

Negotiation meetings will be conducted in Tallahassee, Florida, if conducted in-person, or using technology-based solutions, if conducted remotely. The Department may distribute an agenda in advance of any negotiation session.

Negotiations will continue as determined by the negotiation team, until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or it is determined that an acceptable agreement cannot be reached. The Department reserves the right to conclude negotiations at any time and proceed to Contract award.

4.3.2 Respondent(s) Selected for Negotiations

After the evaluation of Replies based on the criteria identified in Section 4.2.2, the Department may establish a competitive range of Replies reasonably susceptible of award and may select one (1) or more Respondents within the competitive range to commence negotiations.

FDLE may use Respondent Reply Total Scores to identify the competitive range (or natural break) if applicable, in the scoring of all Replies.

For example: Assume a maximum Reply point total a score of 500 and the evaluation of five (5) Respondent Replies:

Reply 1: Awarded 490 points
Reply 2: Awarded 480 points
Reply 3: Awarded 475 points
Reply 4: Awarded 300 points
Reply 5: Awarded 290 points

In this example, the natural break would occur between Replies three (3) and four (4).

FDLE may begin negotiations with the Respondent or Respondents who are ranked above the natural break. The order in which negotiations with the Respondent(s) commence will be determined according to the best interests of FDLE. FDLE reserves the right to negotiate with one, more, or none of the Respondent(s), regardless of the order in which the Respondent is ranked or negotiations commence. Should FDLE be unable to negotiate a satisfactory Contract with any of the Respondents(s) scored above the natural break, negotiations may continue with any or all other Respondents, if any, submitting responsive Replies.

Negotiations may continue until an agreement is reached or all Replies are rejected.

FDLE reserves the right, but is not obligated, to negotiate with one or more, all, or none of the Respondent or Respondents submitting responsive Replies to the ITN.

4.3.3 Respondent Attendance at Negotiations

Representatives for each Respondent should plan to be available, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s). The Department reserves the right to limit the number of representatives permitted to attend the negotiation sessions.

4.3.4 Revised Replies and Best and Final Offers

During the negotiation phase, the Department may request clarification and revisions to Replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied that it has achieved the best value for the State. Failure to provide information requested by the Department during the negotiation phase may result in termination of negotiations with the Respondent.

It is anticipated that the Department will use language in the Request for BAFO expressing contractual requirements within the procurement documents where the language was previously permissive. For example, the word 'should' may be replaced by the word 'must' in the final Scope of Work attached to the Request for BAFO.

The contents of BAFO submissions are not public records subject to the provisions of Section 119.07(1), F.S., until the Agency posts a Notice of Intent to Award, or until 30 days after opening the final Replies, whichever is earlier, and therefore will not be available for immediate review by the public.

4.3.5 Other Department Rights During Negotiations

The Department reserves the right at any time during the negotiation process to:

1. Schedule additional negotiation sessions with any or all Respondents.
2. Require any or all Respondents to provide additional, revised, or final written Replies or BAFOs addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms and conditions, business references and a final Price Reply.
3. Require any or all Respondents to provide revised Replies and written BAFOs.
4. Require any or all Respondents to address services, prices, or conditions offered by any other Respondent. Determine the responsiveness of any additional, revised, or final written Replies or BAFOs.

5. Pursue a Contract with one (1) or more Respondent(s) for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised, or final written Replies or request for BAFOs.
6. Finalize Contract terms and conditions with any Respondent at any time.
7. End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
8. Conclude negotiations at any time and proceed to Contract award.
9. Re-open negotiations with any responsive Respondent.
10. Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
11. Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
12. Review and rely on relevant information contained in the Replies.
13. Request pricing options different from the initial pricing provided by the Respondent. This information may be requested and used in negotiations.
14. Contact Respondent's customers, if any, or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

4.3.6 Selection Criteria

The following award selection criteria will apply for this ITN:

1. The Respondent's prior relevant experience and the overall professional experience of the Respondent at providing the proposed products and services;
2. The Respondent's ability and approach to meeting the goals of the ITN, as stated in Section 1.5, Goals of the ITN;
3. The Respondent's ability and approach to providing the services sought in the SOW; and
4. The Respondent's pricing.

As part of the negotiation process, the Department reserves the right to contact references provided by the Respondent. Respondents may be requested to provide additional references. The results of the reference checks may influence the final negotiation and selection of the Respondent. The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the "Selection Criteria" and satisfies the Department's primary goals as identified in this ITN.

SECTION 5 AWARD

5.1 RIGHTS FOR AWARD

The Department reserves the right to:

1. Award a contract to one (1) or more Respondents for the services encompassed by this solicitation.
2. Award and contract with other Responsive and Responsible Respondents in the event that the Department is unable to contract with the initially awarded Respondent(s).
3. Reject all Replies and determine whether to reissue a competitive solicitation.
4. Withdraw or cancel the solicitation and make no award.

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

5.2 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

The Department shall electronically post a Notice of Intended Award with the Respondent(s) identified therein, on the VIP website: <https://vendor.myfloridamarketplace.com>.

If the Department decides to reject all Replies, it will post a notice on the VIP website: <https://vendor.myfloridamarketplace.com>.

5.3 OTHER RESERVED RIGHTS

The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.

The Department reserves the right, after posting a Notice of Intended Award, to withdraw or cancel the procurement, or amend its Notice of Intended Award and reopen negotiations with any Respondent at any time prior to execution of a Contract.

5.4 NO CONTRACT UNTIL EXECUTION

A Notice of Intended Award under this ITN shall not constitute or form any contract between the Department and a Respondent. No contract shall be formed until such time as a Respondent and the Department formally execute a contract with requisite written signatures.

5.5 PROTEST AND PROTEST FILING

Any Respondent or person who is adversely affected by the Notice of Intended Award, who desires to protest a decision, intended decision, or recommended award, must file with the Department the appropriate document(s) in accordance with Section 120.57(3), F.S.

Agency Clerk – Office of General Counsel
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, Florida 32302
AgencyClerk@fdle.state.fl.us

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

The Procurement Officer should be copied on such filings.

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SECTION 6 ADDITIONAL CONTRACT CONDITIONS

6.1 STANDARD CONTRACT PROVISIONS

A Draft Contract is provided as **Attachment T: FDLE Contract Document with Standard Terms and Conditions**. Respondent should scrutinize the Draft Contract provided. Respondent(s) selected for negotiations will be provided an opportunity to discuss additions, deletions, objections, or modifications to this Contract as allowed by Florida law. The Department reserves the right to add, delete, or modify Contract terms and conditions during contract negotiations. The Contractor will be required to comply with the Contract provisions agreed to in the final negotiated Contract.

NOTE: Respondents **should not** submit additions, objections, or modifications with their Reply submission. This will only be considered with Respondent(s) selected for negotiations.

6.2 OTHER REQUIREMENTS FOLLOWING AWARD

6.2.1 Registration with the Florida Department of State

If awarded a Contract, and prior to execution of a Contract, the Respondent shall provide a PDF file of its current and active registration with the Florida Department of State or, if exempt from registration, the Respondent shall provide a statement to that effect noting the basis for the exemption. Respondents should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit <https://dos.myflorida.com/sunbiz/>.

6.2.2 Florida Substitute Form W-9

It is the responsibility of the awarded Respondent to complete a Florida Substitute Form W-9 prior to execution of a Term Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit <https://flvendor.myfloridacfo.com/>.

6.2.3 PUR2023 Provision of Commodities by Forced Labor

It is the responsibility of the awarded Respondent to provide a completed **Attachment Q: PUR2023 Provision of Commodities by Forced Labor** with response

to a solicitation or at the time of contract execution or renewal. Attestation that a vendor is not providing commodities to an agency produced in full or in part by forced labor.

6.2.4 PUR2024 Use of Coercion for Labor or Services

It is the responsibility of the Respondent to provide a completed **Attachment R: PUR2024 Use of Coercion for Labor or Services** when executing, renewing, or extending a contract with a governmental entity. Attestation that the vendor does not use coercion for labor or services.

6.2.5 PUR7801 Vendor Certification Form

It is the responsibility of the awarded Respondent to provide a completed **Attachment S: PUR7801 Vendor Certification Form** prior to Term Contract execution and annually thereafter throughout the term of the Term Contract. A completed **Attachment S: PUR7801 Vendor Certification Form** includes any required forms referenced therein.

6.3 CONTRACT APPROVAL

This ITN does not, by itself, obligate the State. The State's obligation will commence when the Contract is signed by the FDLE agency head or approved designee. Upon written notice to the Contractor, the Department may set a different starting date, from the date last signed for the Contract. The Department will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the Contract start date or approved signatures by both parties, whichever is later.

From the date of receiving the final Contract, the successful Respondent shall have 10 business days to execute and return the Contract as tendered to it by FDLE (10 business days from the date it was delivered to the successful Respondent by the Department). The Department reserves the right to withdraw the tendered Contract and resume negotiations with another responsive Respondent after the 10th day.

6.4 REPLY AS PART OF THE CONTRACT

This ITN, the successful Respondent's Reply, including the BAFO, if applicable, may be incorporated into the Contract.

6.5 CONTRACT ORDER OF PRECEDENCE

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

- a. FDLE Contract Document with Standard Terms and Conditions (**Attachment T**);
- b. Contractor BAFO, including Price Reply and Negotiation Topics;
- c. Original ITN and any addenda in reverse order of issuance
- d. Technical Reply and Evaluation Criteria (**Attachment G or Attachment H**);
- e. ITN Additional Contract Conditions;
- f. Contractor Original Reply to the ITN.

Failure to comply with terms and conditions found in this solicitation or incorporated by reference, including those specifying information that must be submitted with a Reply, may result in rejection of a Reply.

6.6 EXECUTION OF CONTRACT

The Respondent shall execute and return the Contract within the prescribed business days from the date it was delivered to the successful Respondent by the Department. The Department reserves the right to withdraw the Contract and resume negotiations with another Respondent if after the prescribed business days an executed Contract is not received.

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SECTION 7 ATTACHMENTS

7.1 LIST OF ATTACHMENTS

Attachment A	Scope of Work
Attachment B	Pass / Fail Requirements
Attachment C	Fixed Wing References
Attachment D	Rotary Wing References
Attachment E	Fixed Wing Experience Reply Instructions and Evaluation Criteria
Attachment F	Rotary Wing Experience Reply Instructions and Evaluation Criteria
Attachment G	Fixed Wing Technical Reply Instructions and Evaluation Criteria
Attachment H	Rotary Wing Technical Reply Instructions and Evaluation Criteria
Attachment I	Fixed Wing List of Subcontractors
Attachment J	Rotary Wing List of Subcontractors
Attachment K	Fixed Wing Price Reply
Attachment L	Rotary Wing Price Reply
Attachment M	Conflict of Interest / Statement of No Involvement
Attachment N	Scrutinized Companies Certification
Attachment O	Drug-Free Workplace Certification
Attachment P	Affidavit of No Offshoring
Attachment Q	PUR2023
Attachment R	PUR2024
Attachment S	PUR7801
Attachment T	FDLE Contract Document with Standard Terms and Conditions
Attachment U	Written Answers to Questions Form

Attachment A Scope of Work

FDLE-ITN-2624

OVERVIEW

A. PURPOSE

The Florida Department of Law Enforcement (FDLE) is seeking proposals from qualified vendors for fixed wing and rotary wing aircraft services. FDLE is seeking proposals that include scheduled and unscheduled maintenance, inspections, repairs, alterations, and upgrades to the Department's fleet of aircraft. FDLE intends to award to one (1) or multiple vendors in both the fixed wing and rotary wing categories.

FDLE intends to utilize the awarded vendor(s) to perform scheduled and unscheduled maintenance, inspections, repairs, alterations, and upgrades to FDLE fixed wing and rotary wing aircraft. FDLE reserves the right to conduct business with other vendors as determined to be in the best interest of the Department. FDLE also reserves the right to supply parts and materials as determined to be in the best interest of the Department. FDLE is seeking services to support its aviation fleet. The fleet is currently comprised of six (6) fixed wing and four (4) rotary wing aircraft used to transport dignitaries and conduct investigations. FDLE reserves the right to add, remove, or change aircraft inventory at any time. The FDLE aviation section requires aircraft remain in operable condition with minimal downtime.

B. CURRENT AIRCRAFT

The Department's current fleet of aircraft is provided in the table below. FDLE reserves the right to add, remove, or change aircraft inventory at any time. FDLE anticipates adding two (2) Cessna 206 fixed wing aircraft within the next two (2) years. The Contractor should be able to provide services to any aircraft manufacturer and model in the Department's fleet throughout the term of the contract.

Type	Year	Manufacturer and Model	Location
Fixed Wing	1979	Cessna 172N Skyhawk	Tallahassee, FL
Fixed Wing	1976	Cessna 182P Skylane	Tallahassee, FL
Fixed Wing	2004	Cessna 182T Skylane	Tallahassee, FL
Fixed Wing	1965	Beechcraft 95-B55	Tallahassee, FL
Fixed Wing	2003	Raytheon King Air 350	Tallahassee, FL
Fixed Wing	2005	Raytheon King Air 350	Tallahassee, FL
Rotary Wing	1983	Bell B206B/TH-57	Jacksonville, FL
Rotary Wing	1983	Bell B206B/TH-57	Jacksonville, FL
Rotary Wing	1983	Bell B206B/TH-57	Jacksonville, FL
Rotary Wing	1983	Bell B206B/TH-57	Jacksonville, FL

SERVICES TO BE PROVIDED

A. GENERAL

- a. All services shall be conducted in accordance with all FAA, manufacturer, military, and other applicable regulations.
- b. The Contractor shall provide a written estimate for all maintenance services for the Department's approval.
 - i. The Department reserves the right to waive this requirement at its sole discretion to reduce aircraft downtime.
- c. The Contractor shall store the Department's aircraft in a hangered space during work hours and in a secure hangar during non-work hours.

B. FACILITY

a. General

- i. The Contractor shall have a permanent fixed base facility with physical address.
- ii. The Contractor should have the ability to provide off-site/call out services.
- iii. The Department's pilots will fly aircraft to and from the Contractor's permanent facility for services.
- iv. The Department reserves the right to at any time during work hours, inspect the Contractor's work location. This includes the permanent facility, any secondary fatalities, and any off-site/call-out locations.

b. Size

- i. The Contractor's facility shall be of sufficient size to conduct scheduled and unscheduled maintenance, inspections, repairs, alterations, and upgrades to the Department's aircraft.
- ii. The Contractor's facility shall be of sufficient size to store the Department's aircraft in a hangered space during work hours and in a secure hangar during non-work hours.
- iii. The Contractor shall provide documentation to show that the facility has sufficient space to properly service and store the Department's aircraft.

c. Security

- i. The Contractor shall ensure that the Department's aircraft are secured at all times with 24-hour security.
- ii. The Contractor shall ensure that unauthorized individuals do not have access to the Department's aircraft.
- iii. The Contractor shall ensure that unauthorized photographs, to include promotional photos, are not taken of the Department's aircraft.

- iv. The Contractor shall provide documentation regarding the specific security methods and devices used.
- v. The Department reserves the right to review the Contractor's security measures at any time.

d. Hours of Service

- i. The Contractor's facility must be open during regular business hours defined as 8:00am to 6:00pm Monday through Friday, Eastern Standard Time, except for holidays designated by the State of Florida.
- ii. The Contractor shall provide an after hours contact to the Department for services required outside of regular business hours.

C. STAFFING

- a. The Contractor shall maintain adequate staff to conduct necessary services on the Department's aircraft.
- b. The Contractor shall maintain staff with the below certifications throughout the term of the contract:
 - i. One (1) FAA certified airframe and power plant (A&P) mechanic; and
 - ii. One (1) A&P with inspection authorization (IA) mechanic available for all major repairs, alterations, and additional inspections/phases performed on the aircraft.
- c. The Contractor shall provide documentation of the above certifications.
- d. The Contractor shall provide documentation of all additional relevant certifications, trainings, and expertise on aircraft specific topics.
- e. The Department reserves the right to request copies of the Contractor's staff member's FAA certifications at any time.

D. MAINTENANCE

- a. The maintenance services shall include all equipment, materials, and labor necessary to maintain the aircraft in airworthy condition.
- b. The Contractor shall perform maintenance in accordance with the manufacturers recommended inspection program for each aircraft.
- c. The Contractor shall maintain all current manufacturer's maintenance publications, manufacturer's service notifications, and FAA airworthiness directives for the Department's aircraft.
- d. When needed, the Contractor must have the ability to provide the Department with priority service and scheduling to reduce aircraft downtime.
- e. The Department requests that the contractor allow specific maintenance contractors to perform work in the Contractor's facility if determined to be of the best interest to the state.

- f. The Contractor shall provide anti-corrosion services to include painting to maintain the Department's aircraft.

E. REPAIRS

- a. If it is determined that an aircraft needs repairs during maintenance, the Contractor shall perform all repairs necessary to return the aircraft to airworthy condition with approval from the Department.
- b. Replacement of all defective parts, components, and accessories to keep the aircraft in airworthy condition shall be made in accordance with the manufacturer's instructions and FAA regulations.

F. ALTERATIONS / UPGRADES

- a. The Department may request that the Contractor perform alterations or upgrades to the Department's aircraft.
- b. The Contractor shall ensure all alterations and upgrades are performed in accordance with the manufacturer's instructions and FAA regulations.

G. OFFSITE RECOVERY

- a. The coordination, oversight, and movement of an aircraft should be provided by the Contractor in the event that an aircraft must be transported to a maintenance facility.
- b. The Contractor should perform offsite recovery with approval from the Department.
- c. The Department shall determine whether or not the aircraft needs to be moved and the type of transportation to be used.
- d. The Contractor and/or subcontractor transporting the aircraft must have all applicable cargo coverage insurance required to cover property damage or loss.
 - i. The Contractor shall provide the Department with a copy of the applicable cargo coverage insurance.

H. TRANSPORTATION

- a. The Department will provide aircraft transportation for all services so long as the aircraft is in airworthy condition.
- b. In the event the aircraft is not in airworthy condition, the Contractor shall coordinate the offsite recovery of the aircraft.

I. EMERGENCY SERVICES CAPABILITY

- a. The Contractor shall respond to the Department's notification of need for emergency services within 24 hours to coordinate the emergency field services and recovery of disabled aircraft.
- b. The contractor shall provide emergency field services and recovery of disabled aircraft within 72 hours of notification of the Department.

- c. The Contractor shall maintain an up-to-date list of after-hours contacts and provide that list to the Department.

J. QUALITY ASSURANCE

- a. The Department reserves the right to inspect the Contractors work area and service practices during any normal business hours or while work is being performed on the Department's aircraft to ensure work is being performed in accordance with FAA, manufacturer, military, and other applicable regulations.

K. WARRANTY

- a. The Contractor shall provide the Department a copy of the warranty for parts used to complete maintenance, repairs, alterations, and upgrades on Department aircraft.
- b. In the event a part is found to be defective within the warranty period, the Contractor shall replace the defective part at no cost to the Department.

L. WORKMANSHIP CERTIFICATION

- a. The Contractor shall provide workmanship that conforms to the manufacturer's publications and FAA standards.
- b. The Contractor shall provide a standard 30-day warranty on all workmanship.

M. SCHEDULING

- a. Maintenance for each aircraft shall be scheduled in accordance with the manufacturer's inspections program to include calendar months, hours flown, and cycles.
- b. The Contractor shall work with the Department to schedule services at a time mutually agreed upon.
- c. The Contractor shall have the ability to provide the Department with priority scheduling as needed in an effort to reduce aircraft downtime.
- d. The Contractor shall provide FDLE with an estimated time required to complete services at the time of scheduling.
 - i. The Contractor shall notify the Department of changes to the estimated service timeline.

N. RECORDS

- a. The Contractor shall maintain current manufacturer's maintenance publications, manufacturer's service notifications, and FAA airworthiness directives (AD) for services on all Department aircraft.
- b. The Contractor shall complete all aircraft maintenance log records for the Department's pilots to comply with 14 CFR 91.407(a)(1)&(2).
- c. The Contractor shall provide any additional forms or documentation deemed necessary by the Department.

O. CUSTOMER SERVICE

- a. The Contractor shall provide prompt, quality, and courteous customer service.
- b. Any and all disputes shall be resolved solely by the Department's contract manager.

P. PRODUCT COMPLIANCE AND COMPATIBILITY

- a. The Contractor shall ensure that all products supplied are compliant and compatible with the services being provided and the aircraft being worked on.

DEPARTMENT RESPONSIBILITIES

A. INFORMATION

- a. The Department will provide the Contractor with a list of contacts who will handle the coordination of aircraft services.
- b. The Department will provide the Contractor with historical information on aircraft to the best of its ability when requested.

Attachment B Pass / Fail Requirements

FDLE-ITN-2624

This Pass / Fail Requirements Form must be completed by a representative of the Respondent who is authorized to contractually bind the Respondent's organization to contracts and who is capable of certifying that the organization will answer yes to each question in order to have their Reply evaluated by the Department.

	Pass/Fail Question	Yes/No
1	Does the Respondent have sufficient facilities to meet the Department's needs as described in Section B of Attachment A Scope of Work?	
2	Does the Respondent have sufficient staff to meet the Department's needs as described in Section C of Attachment A Scope of Work?	
3	Does the Respondent have one (1) or more staff member(s) with the following certifications: FAA A&P mechanic and FAA A&P with IA mechanic?	

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment C Fixed Wing References

FDLE-ITN-2624

Respondents are required to submit with their reply, a minimum of three (3) references that have been provided services of similar scope and parameters of those requested in this solicitation in the past five (5) years. Respondents will use this form to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation to make a fitness determination, not subject to review or challenge.

Do not list projects completed for FDLE. Do not list the same client for more than one (1) reference (for example Company A's Tallahassee location and Company A's Jacksonville location may not be listed as separate references), the same company however, may be listed on both the fixed wing and rotary wing reference sheets, provided that the respondent has performed services for the client in both categories. Do not list confidential clients. Do not include clients with common ownership, personnel, or shared profits/liabilities. Do not include clients listed as subcontractors on the response.

Current Operating Name: _____

List All Previous Operating Names and Doing Business As Names from the Past Five (5) Years:

Client #1 Reference

Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Project Start and End Dates (MM/YYYY): _____

Project Location: _____

Description of Services Performed: _____

Client #2 Reference

Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Project Start and End Dates (MM/YYYY): _____

Project Location: _____

Description of Services Performed: _____

Client #3 Reference

Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Project Start and End Dates (MM/YYYY): _____

Project Location: _____

Description of Services Performed: _____

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment D Rotary Wing References

FDLE-ITN-2624

Respondents are required to submit with their reply, a minimum of three (3) references that have been provided services of similar scope and parameters of those requested in this solicitation in the past five (5) years. Respondents will use this form to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation to make a fitness determination, not subject to review or challenge.

Do not list projects completed for FDLE. Do not list the same client for more than one (1) reference (for example Company A's Tallahassee location and Company A's Jacksonville location may not be listed as separate references), the same company however, may be listed on both the fixed wing and rotary wing reference sheets, provided that the respondent has performed services for the client in both categories. Do not list confidential clients. Do not include clients with common ownership, personnel, or shared profits/liabilities. Do not include clients listed as subcontractors on the response.

Current Operating Name: _____

List All Previous Operating Names and Doing Business As Names from the Past Five (5) Years:

Client #1 Reference

Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Project Start and End Dates (MM/YYYY): _____

Project Location: _____

Description of Services Performed: _____

Client #2 Reference

Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Project Start and End Dates (MM/YYYY): _____

Project Location: _____

Description of Services Performed: _____

Client #3 Reference

Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Project Start and End Dates (MM/YYYY): _____

Project Location: _____

Description of Services Performed: _____

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment E Fixed Wing Experience Reply Instructions and Evaluation Criteria

FDLE-ITN-2624

The Respondent shall provide four (4) examples of prior experience working on aircraft services of similar scope to that described in this ITN. Please list the most recent experience first and do not include services provided to FDLE. Each experience example will be scored out of 10 possible points using the criteria listed below for a total of 40 possible points.

Criteria	Points
The Respondent's reply demonstrates an excellent ability to meet the Department's requirements.	10
The Respondent's reply demonstrates a good ability to meet the Department's requirements.	7-9
The Respondent's reply demonstrates a moderate ability to meet the Department's requirements.	4-6
The Respondent's reply demonstrates a minimal ability to meet the Department's requirements.	1-3
The Respondent's reply demonstrates a poor ability to meet the Department's requirements.	0

Experience #1

Client Name: _____

Aircraft Make and Model: _____

Dates of Service: _____

Services Provided: _____

Additional Description of Work Performed: _____

Experience #2

Client Name: _____

Aircraft Make and Model: _____

Dates of Service: _____

Services Provided: _____

Additional Description of Work Performed: _____

Experience #3

Client Name: _____

Aircraft Make and Model: _____

Dates of Service: _____

Services Provided: _____

Additional Description of Work Performed: _____

Experience #4

Client Name: _____

Aircraft Make and Model: _____

Dates of Service: _____

Services Provided: _____

Additional Description of Work Performed: _____

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment F Rotary Wing Experience Reply Instructions and Evaluation Criteria

FDLE-ITN-2624

The Respondent shall provide four (4) examples of prior experience working on aircraft services of similar scope to that described in this ITN. Please list the most recent experience first and do not include services provided to FDLE. Each experience example will be scored out of 10 possible points using the criteria listed below for a total of 40 possible points.

Criteria	Points
The Respondent's reply demonstrates an excellent ability to meet the Department's requirements.	10
The Respondent's reply demonstrates a good ability to meet the Department's requirements.	7-9
The Respondent's reply demonstrates a moderate ability to meet the Department's requirements.	4-6
The Respondent's reply demonstrates a minimal ability to meet the Department's requirements.	1-3
The Respondent's reply demonstrates a poor ability to meet the Department's requirements.	0

Experience #1

Client Name: _____

Aircraft Make and Model: _____

Dates of Service: _____

Services Provided: _____

Additional Description of Work Performed: _____

Experience #2

Client Name: _____

Aircraft Make and Model: _____

Dates of Service: _____

Services Provided: _____

Additional Description of Work Performed: _____

Experience #3

Client Name: _____

Aircraft Make and Model: _____

Dates of Service: _____

Services Provided: _____

Additional Description of Work Performed: _____

Experience #4

Client Name: _____

Aircraft Make and Model: _____

Dates of Service: _____

Services Provided: _____

Additional Description of Work Performed: _____

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment G Fixed Wing Technical Reply Instructions and Evaluation Criteria

FDLE-ITN-2624

The Respondent shall provide a comprehensive technical reply to the solicitation objectives, questions to be explored, and goals of FDLE-ITN-2624. The technical reply shall demonstrate how the Respondent will meet the needs of the Department as outlined in the Scope of Work as well as any value-added services the Respondent can provide. The Respondent's technical reply will be scored based on the 14 reply components listed below with each reply component scored out of 10 possible points using the criteria listed below for a total of 140 possible points.

Criteria	Points
The Respondent's reply demonstrates an excellent ability to meet the Department's requirements.	10
The Respondent's reply demonstrates a good ability to meet the Department's requirements.	7-9
The Respondent's reply demonstrates a moderate ability to meet the Department's requirements.	4-6
The Respondent's reply demonstrates a minimal ability to meet the Department's requirements.	1-3
The Respondent's reply demonstrates a poor ability to meet the Department's requirements.	0

	Reply Component	Points Available (140)
1	How does the Respondent's facility meet the needs of the Department as outlined in the Scope of Work?	10
2	How will the Respondent maintain adequate staffing throughout the term of the contract as outlined in the Scope of Work?	10
3	What will the Respondent ensure all maintenance, repairs, alterations, and upgrades are completed in accordance with the specifications outlined in the Scope of Work?	10
4	How will the Respondent provide transportation and off-site recovery of the department's aircraft as needed as explained in the Scope of Work?	10
5	What are the Respondent's procedures for emergency services and after hours servicing as required by the Scope of Work?	10
6	How will the Respondent communicate with the Department to ensure transparency regarding work being performed?	10
7	What are the Respondent's policies and procedures regarding quality control and quality assurance?	10
8	What is the Respondent's standard workmanship certification?	10
9	What policies will the Respondent have in place to schedule services on the Department's aircraft and provide the Department with priority scheduling as needed?	10
10	What are the Respondent's policies for maintaining the necessary manufacturer's publications, notifications, and FAA regulations?	10
11	What are the Respondent's standard customer service procedures to include standard response time and preferred methods of communication?	10
12	How will the Respondent ensure all products are compliant with industry standards and compatible with each aircraft?	10
13	How will the Respondent select and utilize subcontractors to perform maintenance, repairs, upgrades, and alterations on the Department's aircraft?	10
14	How will the Respondent monitor subcontractors while work is being performed on the Department's aircraft?	10

Attachment H Rotary Wing Technical Reply Instructions and Evaluation Criteria

FDLE-ITN-2624

The Respondent shall provide a comprehensive technical reply to the solicitation objectives, questions to be explored, and goals of FDLE-ITN-2624. The technical reply shall demonstrate how the Respondent will meet the needs of the Department as outlined in the Scope of Work as well as any value-added services the Respondent can provide. The Respondent's technical reply will be scored based on the 14 reply components listed below with each reply component scored out of 10 possible points using the criteria listed below for a total of 140 possible points.

Criteria	Points
The Respondent's reply demonstrates an excellent ability to meet the Department's requirements.	10
The Respondent's reply demonstrates a good ability to meet the Department's requirements.	7-9
The Respondent's reply demonstrates a moderate ability to meet the Department's requirements.	4-6
The Respondent's reply demonstrates a minimal ability to meet the Department's requirements.	1-3
The Respondent's reply demonstrates a poor ability to meet the Department's requirements.	0

	Reply Component	Points Available (140)
1	How does the Respondent's facility meet the needs of the Department as outlined in the Scope of Work?	10
2	How will the Respondent maintain adequate staffing throughout the term of the contract as outlined in the Scope of Work?	10
3	What will the Respondent ensure all maintenance, repairs, alterations, and upgrades are completed in accordance with the specifications outlined in the Scope of Work?	10
4	How will the Respondent provide transportation and off-site recovery of the department's aircraft as needed as explained in the Scope of Work?	10
5	What are the Respondent's procedures for emergency services and after hours servicing as required by the Scope of Work?	10
6	How will the Respondent communicate with the Department to ensure transparency regarding work being performed?	10
7	What are the Respondent's policies and procedures regarding quality control and quality assurance?	10
8	What is the Respondent's standard workmanship certification?	10
9	What policies will the Respondent have in place to schedule services on the Department's aircraft and provide the Department with priority scheduling as needed?	10
10	What are the Respondent's policies for maintaining the necessary manufacturer's publications, notifications, and FAA regulations?	10
11	What are the Respondent's standard customer service procedures to include standard response time and preferred methods of communication?	10
12	How will the Respondent ensure all products are compliant with industry standards and compatible with each aircraft?	10
13	How will the Respondent select and utilize subcontractors to perform maintenance, repairs, upgrades, and alterations on the Department's aircraft?	10
14	How will the Respondent monitor subcontractors while work is being performed on the Department's aircraft?	10

Attachment I Fixed Wing List of Subcontractors

FDLE-ITN-2624

Each Respondent shall submit with its response a list of the subcontractors who will perform work under the Contract that is expected to result from this solicitation. The Respondent shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in performing the services required under the resulting Contract and is qualified to provide the services for which the subcontractor is listed.

In the event no subcontractors will be used, this form shall be returned indicating that no subcontractors will be used. In the event the respondent will use more subcontractors than the spaces listed, please attach additional pages as needed.

Will subcontractors be used? (Yes or No) _____

Subcontractor Name: _____

Product or services to be provided: _____

Address: _____

City, State, and Zip: _____

Phone Number: _____

FEIN: _____

Subcontractor Name: _____

Product or services to be provided: _____

Address: _____

City, State, and Zip: _____

Phone Number: _____

FEIN: _____

Subcontractor Name: _____

Product or services to be provided: _____

Address: _____

City, State, and Zip: _____

Phone Number: _____

FEIN: _____

Subcontractor Name: _____

Product or services to be provided: _____

Address: _____

City, State, and Zip: _____

Phone Number: _____

FEIN: _____

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment J Rotary Wing List of Subcontractors

FDLE-ITN-2624

Each Respondent shall submit with its response a list of the subcontractors who will perform work under the Contract that is expected to result from this solicitation. The Respondent shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in performing the services required under the resulting Contract and is qualified to provide the services for which the subcontractor is listed.

In the event no subcontractors will be used, this form shall be returned indicating that no subcontractors will be used. In the event the respondent will use more subcontractors than the spaces listed, please attach additional pages as needed.

Will subcontractors be used? (Yes or No) _____

Subcontractor Name: _____

Product or services to be provided: _____

Address: _____

City, State, and Zip: _____

Phone Number: _____

FEIN: _____

Subcontractor Name: _____

Product or services to be provided: _____

Address: _____

City, State, and Zip: _____

Phone Number: _____

FEIN: _____

Subcontractor Name: _____

Product or services to be provided: _____

Address: _____

City, State, and Zip: _____

Phone Number: _____

FEIN: _____

Subcontractor Name: _____

Product or services to be provided: _____

Address: _____

City, State, and Zip: _____

Phone Number: _____

FEIN: _____

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment K Fixed Wing Aircraft Price Reply

FDLE-ITN-2624

Pricing for all related parts, components, accessories, and consumables shall be consistent and reasonable with aviation industry standards in regard to cost.

Can you provide services for the listed make and model?	
Make & Model for Fixed Wing Aircraft	Can services be provided for aircraft model? (Yes or No)
Cessna 172N Skyhawk	
Cessna 182P Skylane	
Cessna 182T Skylane	
Beechcraft 95-B55	
Raytheon King Air 350	
Cessna 206	

PRICING TO BE USED FOR COST EVALUATION

1. Hourly Labor Rates

Item Description	Initial 5-Year Term Price Per Unit	Renewal Year 1 Price Per Unit	Renewal Year 2 Price Per Unit	Renewal Year 3 Price Per Unit	Renewal Year 4 Price Per Unit	Renewal Year 5 Price Per Unit	Total Amount (Includes Initial 5-Year Term Plus All Optional Renewals)
Normal Hourly Rate	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
After Hours Hourly Rate	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Off-Site Service Hourly Rate	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Off-Site Recovery Hourly Rate	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
GRAND TOTAL FOR COST EVALUATION							\$_____

ADDITIONAL PRICING NOT TO BE USED FOR COST EVALUATION**1. Inspections Flat Rate for Reciprocating Aircraft**

Item Description	Initial 5-Year Term Price Per Unit	Renewal Year 1 Price Per Unit	Renewal Year 2 Price Per Unit	Renewal Year 3 Price Per Unit	Renewal Year 4 Price Per Unit	Renewal Year 5 Price Per Unit	Total Amount (Includes Initial 5-Year Term Plus All Optional Renewals)
Cessna 172N Skyhawk or Similar 100-hour Annual Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Cessna 182P Skylane or Similar 100-hour Annual Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Cessna 182T Skylane or Similar 100-hour Annual Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Beechcraft 95-B55 or Similar 100-hour Annual Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Cessna 206 or Similar 100-hour Annual Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

2. Estimated Inspection Hours Needed to Complete a Phase for Turbo Prop Aircraft

Item Description	Initial 5-Year Term Price Per Unit	Renewal Year 1 Price Per Unit	Renewal Year 2 Price Per Unit	Renewal Year 3 Price Per Unit	Renewal Year 4 Price Per Unit	Renewal Year 5 Price Per Unit	Total Amount (Includes Initial 5-Year Term Plus All Optional Renewals)
Raytheon King Air 350 or Similar Phase 1 Inspections	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours
Raytheon King Air 350 or Similar Phase 2 Inspections	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours
Raytheon King Air 350 or Similar Phase 3 Inspections	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours
Raytheon King Air 350 or Similar Phase 4 Inspections	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours
Raytheon King Air 350 or Similar Phases 1&2 Inspections	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours
Raytheon King Air 350 or Similar Phases 3&4 Inspections	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours	_____ hours

Raytheon King Air 350 or Similar	_____	_____	_____	_____	_____	_____	_____
Phases 1-4 Inspections	hours	hours	hours	hours	hours	hours	hours

3. Avionics

Do you provide contracted and/or in-house avionics? (Yes or No) _____

Item Description	Initial 5- Year Term Price Per Unit	Renewal Year 1 Price Per Unit	Renewal Year 2 Price Per Unit	Renewal Year 3 Price Per Unit	Renewal Year 4 Price Per Unit	Renewal Year 5 Price Per Unit	Total Amount (Includes Initial 5- Year Term Plus All Optional Renewals)
If Yes, Hourly Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

4. Consumables Costs

Describe how the cost of consumables will be calculated for the initial 5-year term. Include methodology and pricing. _____

Describe how the cost of consumables will be calculated for optional renewal year 1. Include methodology and pricing. _____

Describe how the cost of consumables will be calculated for optional renewal year 2. Include methodology and pricing. _____

Describe how the cost of consumables will be calculated for optional renewal year 3. Include methodology and pricing. _____

Describe how the cost of consumables will be calculated for optional renewal year 4. Include methodology and pricing. _____

Describe how the cost of consumables will be calculated for optional renewal year 5. Include methodology and pricing. _____

5. Handling and Crating Costs

Describe how handling and crating costs will be calculated for the initial 5-year term. Include methodology and pricing. _____

Describe how handling and crating costs will be calculated for optional renewal year 1. Include methodology and pricing. _____

Describe how handling and crating costs will be calculated for optional renewal year 2. Include methodology and pricing. _____

Describe how handling and crating costs will be calculated for optional renewal year 3. Include methodology and pricing. _____

Describe how handling and crating costs will be calculated for optional renewal year 4. Include methodology and pricing. _____

Describe how handling and crating costs will be calculated for optional renewal year 5. Include methodology and pricing. _____

6. Offsite Recovery Costs

Describe how the cost of offsite recovery will be calculated for the initial 5-year term. Include methodology and pricing. _____

Describe how the cost of offsite recovery will be calculated for optional renewal year 1. Include methodology and pricing. _____

Describe how the cost of offsite recovery will be calculated for optional renewal year 2. Include methodology and pricing. _____

Describe how the cost of offsite recovery will be calculated for optional renewal year 3. Include methodology and pricing. _____

Describe how the cost of offsite recovery will be calculated for optional renewal year 4. Include methodology and pricing. _____

Describe how the cost of offsite recovery will be calculated for optional renewal year 5. Include methodology and pricing. _____

7. Sublet Service Markup Percentage Rate

Sublet Service Markup Percentage Rate _____%

Rate will remain the same for the initial 5-year term and all renewal years. Markup applies to any type of services which are sublet. Maximum allowable Sublet Service Markup Percentage Rate is 10% and is only applicable to the cost for subcontracted services.

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment L Rotary Wing Aircraft Cost Reply

FDLE-ITN-2624

Pricing for all related parts, components, accessories, and consumables shall be consistent and reasonable with aviation industry standards in regard to cost.

Can you provide services for the listed make and model?	
Make & Model for Rotary Wing Aircraft	Can services be provided for aircraft model? (Yes or No)
Bell B206B/TH-57	

PRICING TO BE USED FOR COST EVALUATION

1. Hourly Labor Rates

Item Description	Initial 5-Year Term Price Per Unit	Renewal Year 1 Price Per Unit	Renewal Year 2 Price Per Unit	Renewal Year 3 Price Per Unit	Renewal Year 4 Price Per Unit	Renewal Year 5 Price Per Unit	Total Amount (Includes Initial 5-Year Term Plus All Optional Renewals)
Normal Hourly Rate	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
After Hours Hourly Rate	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Off-Site Service Hourly Rate	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Off-Site Recovery Hourly Rate	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
GRAND TOTAL FOR COST EVALUATION							\$_____

ADDITIONAL PRICING NOT TO BE USED FOR COST EVALUATION**1. Inspections Flat Rate**

Item Description	Initial 5-Year Term Price Per Unit	Renewal Year 1 Price Per Unit	Renewal Year 2 Price Per Unit	Renewal Year 3 Price Per Unit	Renewal Year 4 Price Per Unit	Renewal Year 5 Price Per Unit	Total Amount (Includes Initial 5-Year Term Plus All Optional Renewals)
Bell B206B/TH-57 or Similar 56-day Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Bell B206B/TH-57 or Similar 364-day Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Bell B206B/TH-57 or Similar 12-month Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Bell B206B/TH-57 or Similar 728-day Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Bell B206B/TH-57 or Similar 100-hour Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Bell B206B/TH-57 or Similar 200-hour Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Bell B206B/TH-57 or Similar 300-hour Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Bell B206B/TH-57 or Similar 600-hour Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Bell B206B/TH-57 or Similar 1200-hour Inspection	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

2. Avionics

Do you provide contracted and/or in-house avionics? (Yes or No) _____

Item Description	Initial 5- Year Term Price Per Unit	Renewal Year 1 Price Per Unit	Renewal Year 2 Price Per Unit	Renewal Year 3 Price Per Unit	Renewal Year 4 Price Per Unit	Renewal Year 5 Price Per Unit	Total Amount (Includes Initial 5- Year Term Plus All Optional Renewals)
If Yes, Hourly Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

3. Consumables Costs

Describe how the cost of consumables will be calculated for the initial 5-year term. Include methodology and pricing. _____

Describe how the cost of consumables will be calculated for optional renewal year 1. Include methodology and pricing. _____

Describe how the cost of consumables will be calculated for optional renewal year 2. Include methodology and pricing. _____

Describe how the cost of consumables will be calculated for optional renewal year 3. Include methodology and pricing. _____

Describe how the cost of consumables will be calculated for optional renewal year 4. Include methodology and pricing. _____

Describe how the cost of consumables will be calculated for optional renewal year 5. Include methodology and pricing. _____

4. Handling and Crating Costs

Describe how handling and crating costs will be calculated for the initial 5-year term. Include methodology and pricing. _____

Describe how handling and crating costs will be calculated for optional renewal year 1. Include methodology and pricing. _____

Describe how handling and crating costs will be calculated for optional renewal year 2. Include methodology and pricing. _____

Describe how handling and crating costs will be calculated for optional renewal year 3. Include methodology and pricing. _____

Describe how handling and crating costs will be calculated for optional renewal year 4. Include methodology and pricing. _____

Describe how handling and crating costs will be calculated for optional renewal year 5. Include methodology and pricing. _____

5. Offsite Recovery Costs

Describe how offsite recovery costs will be calculated for the initial 5-year term. Include methodology and pricing. _____

Describe how offsite recovery costs will be calculated for optional renewal year 1. Include methodology and pricing. _____

Describe how offsite recovery costs will be calculated for optional renewal year 2. Include methodology and pricing. _____

Describe how offsite recovery costs will be calculated for optional renewal year 3. Include methodology and pricing. _____

Describe how offsite recovery costs will be calculated for optional renewal year 4. Include methodology and pricing. _____

Describe how offsite recovery costs will be calculated for optional renewal year 5. Include methodology and pricing. _____

6. Sublet Service Markup Percentage Rate

Sublet Service Markup Percentage Rate _____%

Rate will remain the same for the initial 5-year term and all renewal years. Markup applies to any type of services which are sublet. Maximum allowable Sublet Service Markup Percentage Rate is 10% and is only applicable to the cost for subcontracted services.

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment M Conflict of Interest / Statement of No Involvement

FDLE-ITN-2624

The award hereunder is subject to the provisions of Chapter 112, F.S. Respondents must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of FDLE, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of previous employee of FDLE who has received or will receive compensation of any kind to seek to influence the actions of FDLE in connection with this procurement.

1. The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

2. The following persons are state officers or employees who own, directly or indirectly, more than a five percent (5%) interest in the Respondent's firm:

3. The following previous employee(s) of FDLE have sought to influence FDLE in this procurement on behalf of the Respondent:

Each Respondent must further attest that pursuant to Section 287.057 F.S., no member of this firm, nor any person having an interest in this firm, has been involved with FDLE to assist in:

1. Developing this Invitation to Negotiation;
2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate; and/or
3. The evaluation of Replies for commodities or services contained in this Invitation to Negotiate.

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment N Scrutinized Companies Certification

FDLE-ITN-2624

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Pursuant to Section 287.135, F.S., at the time a Respondent submits a Response or before entering into a contract where the value exceeds \$100,000 , the Respondent or Contractor must certify that the company is not on the Scrutinized Companies or Other Entities the Boycott Israel List, or is engaged in a boycott of Israel, or where the value exceeds \$1 million, the Respondent or Contractor must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and that it does not have business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not, if the value of the contract will exceed \$100,000, participating in a boycott of Israel, and is not on the Scrutinized Companies or Other Entities the Boycott Israel List. If the contract value will exceed \$1 million, I hereby further certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and that it does not have business operations in Cuba or Syria. I understand that pursuant to section 287.135, the submission of a false certification may subject company to termination of the contract, civil penalties, attorney's fees, and/or costs.

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment O Drug-Free Workplace Certification

FDLE-ITN-2624

Pursuant to Section 287.087, F.S., preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

*Authorized Representative's Signature and Date

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

Attachment P Affidavit of No Offshoring

FDLE-ITN-2624

Pursuant to the FDLE-ITN-2624, Aircraft Services, Section 3.1.16, the undersigned Respondent hereby attests that the Respondent and its subcontractors do not perform any of the services to be provided under the Contract from outside of the United States, and the Respondent does not allow any State of Florida data to be sent by any medium, transmission or access outside of the United States.

Respondent Name: _____

Respondent FEIN #: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sworn to (or affirmed) and subscribed before me on this _____ day of _____ by

Attachment Q PUR2023

FDLE-ITN-2624

PUR 2023

Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.**, when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name:

Senior Management's Printed Name:

Senior Management Member's Title:

Signature:

Date:

Attachment R PUR2024

FDLE-ITN-2624

PUR 2024

Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature:

Date:

Attachment S PUR7801

FDLE-ITN-2624

Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Certified, N/A)	<u>Certification</u>
Choose an item.	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Choose an item.	Choose an item.	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Choose an item.	Choose an item.	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and 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 vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.

Choose an item.	Choose an item.	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and attached it hereto.
Choose an item.	Choose an item.	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto.
Choose an item.	Choose an item.	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Choose an item.	Choose an item.	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Choose an item.	Choose an item.	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.

[the Customer may add rows to this table for additional certifications required by law or rule]

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Signatory

Name

Signature

Date

FEIN

Typed or Printed Name

Title

ATTACHMENT T FDLE CONTRACT DOCUMENT WITH STANDARD TERMS AND CONDITIONS

FDLE-ITN-2624

FLORIDA DEPARTMENT OF LAW ENFORCEMENT CONTRACT FDLE-###-##

This Contract, by and between _____, a company duly authorized to conduct business with the State of Florida, whose business address is _____ (hereinafter referred to as Contractor), and the State of Florida's Department of Law Enforcement, (hereinafter referred to as FDLE or alternatively, Customer, or alternatively the Department),

WITNESSETH THAT:

WHEREAS, FDLE issued Solicitation Number **### ####** and the Contractor submitted a reply to _____; and

WHEREAS, Contractor desires to enter into a Contract with FDLE to provide certain products and services; and

WHEREAS, FDLE desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services; and

NOW THEREFORE, Contractor and FDLE for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of, this Contract (including this document, captioned "Contract FDLE-**###-##**" which shall be first in order of precedence, with exception those sections stated below in Other Terms):

The Contract Document:

- FDLE-**###-##**
- The documents and materials attached to or incorporated by reference in the Contract including the approved final Scope of Work (Attachment **X**);
- The FDLE-ITN-**XXXX** solicitation as modified by any applicable Addendum to the FDLE-ITN-**XXXX**;

- The Contractor's Response; and
- The documents and materials attached to or incorporated by reference in the Contractor's Response

1. CONTRACT TERM

A. Initial Term

The term of this Contract shall begin from the last date signed by the parties below and continue for a period of **Number (#)** years following execution.

B. Renewal Term

The contract may be renewed for three (3), one (1) year periods or for the length of the contract whichever is greater. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

2. STATEMENT OF WORK

3. PRICING

Item	Test Description	Type	Price

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FLORIDA DEPARTMENT OF LAW ENFORCEMENT—SPECIAL TERMS AND CONDITIONS

1. Conflict of Interest

It is further understood and agreed that no employee of the Department who exercises any functions or responsibilities in connection with the planning and implementation of this contract shall have any personal financial interest, direct or indirect, in this contract.

Potential Conflict of Interest: This contract is subject to Chapter 112 of the Florida Statutes. Contracting Party shall disclose the name of any officer, director, employee, or another agent who is also an employee or official of an "agency" of the State of Florida, as that term is defined in Section 112.312, Florida Statutes. Contracting Party shall also disclose the name of any employee or official of an "agency" of the State of Florida, as that term is defined in Section 112.312, Florida Statutes, who owns, directly or indirectly, an interest of five percent (5%) or more in the Contracting Party or its affiliates.

2. CONTRACT MANAGERS

The following Contract Manager's will serve as the points of contact for this Contract.

Contractor Contract Manager	Department Contract Manager
Name:	Name:
Phone Number:	Phone Number:
Email:	Email:

3. Discrimination

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability, as required by section 287.134, Florida Statutes.

4. Financial Consequences for Contractor's Failure to Perform

If the Contracting Party fails to meet the minimum level of service or performance identified in this agreement or is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences (as applicable), and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on the Contracting Party's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5. Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, any intellectual property developed as a result of this contract will belong to and be the sole property of the state. The rights conveyed to the state pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the Contracting Party and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of any contract.

6. Non-Material Errors

CONTRACTOR and FDLE agree that non-material errors in contract language, terms, and conditions (e.g., typos and other obvious errors) will be correctable without amending the Agreement provided that the nature of the Agreement is not altered by such correction.

7. The Department is Self-Insured

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor shall the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges, and service fees and/or costs of collection.

8. Security and Confidentiality

All agents and subcontractors with access to FDLE computer networks and systems to be engaged by the Contracting Party in the performance of this contract must be approved by FDLE and must abide by all applicable terms and conditions of the contract as well as FDLE security of information resources policies and procedures, State of Florida information security laws and rules.

Whenever necessitated by a legitimate concern for reasonable security precautions as determined by the Department and without regard to the identity of any individual, the Department will require the Contracting Party(ies) and/or employees of the Contracting Party(ies) to submit to, and successfully pass, an appropriate security background investigation prior to being allowed access to any of the Department's facilities to perform those services as set forth in this contract. FDLE reserves the right to have Contracting Party's staff removed from the account when it is determined to be in the best interest of the State.

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.

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

<i>Contractor</i>	Florida Department of Law Enforcement
<i>Signature</i>	<i>Signature</i>
<i>Print Name</i>	<i>Print Name</i>
<i>Title</i>	<i>Title</i>
<i>Date</i>	<i>Date</i>

EXHIBIT 1
General Contract Conditions

Contents

1. Definitions.
2. Contract Formation and Amendment.
3. Contract Construction and Administration.
4. Contract Term, Suspension, and Termination.
5. Performance.
6. Inspection.
7. Payment.
8. Disputes and Liabilities.
9. Compliance with Laws.
10. Public Records.
11. Security and Confidentiality.
12. Cooperative Purchasing.

1. Definitions. Capitalized terms used herein are defined as follows:

- a. "Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.
- b. "Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S").
- c. "Contract" means the legally enforceable agreement between the Customer and Contractor to which this PUR 1000 form is attached, including all Attachments thereto. This term encompasses both written agreements and purchase orders, as each is defined in Rule 60A- 1.001, Florida Administrative Code ("F.A.C.").
- d. "Contractor" means the person or entity that is a party to the Contract and is providing Products to the Customer.
- e. "Customer" means the agency, as defined in section 287.012, F.S., that is a party to the Contract. For purchases off a term contract, as defined in section 287.012, F.S., this term also includes the eligible user, as defined in Rule 60A-1.001, F.A.C, that is a party to the Contract.
- f. "Product" means any deliverable under the Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender

identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

- g. "State" means the State of Florida.

2. Contract Formation and Amendment.

- a. Formation. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date last signed by all parties, unless a different date is specified herein. If the Contract is a purchase order as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date of issuance by the Customer to the Contractor, and the Contractor's performance under the purchase order is deemed to be acceptance of the terms thereof.
- b. Amendment. The Contract contains all the terms and conditions agreed upon by the parties and will govern all transactions between the parties. The Contract may only be amended upon mutual written agreement signed by both parties, or upon the Customer's issuance of a change order to a purchase order, as defined in Rule 60A-1.001, F.A.C., deemed to be accepted by the Contractor upon the continued performance thereof. No oral agreements or representations will be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to the Product upon delivery (e.g., attachment or inclusion of standard preprinted forms, service agreements, end user agreements, 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 the Product or processing of documentation on forms furnished by the Contractor for approval or payment will not constitute acceptance of the proposed modification to the Contract terms and conditions.

The parties may, by amendment, modify the Contract to alter, add to, or deduct from the Contract specifications, provided that such changes are within the general scope of the Contract. The parties may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. The parties may also make an equitable adjustment in price 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 Term 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.

If the Contract is a purchase off a term contract, as defined in section 287.012, F.S., the purchase is limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

3. Contract Construction and Administration.

- a. Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Unless the context requires otherwise, whenever the singular is used in the Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Contract to the same extent as if they were set forth verbatim herein.

b. Administration.

- i. Execution in Counterparts. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., it may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- ii. 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. If the Contract is a purchase order, as defined in Rule 60A-1.001, F.A.C., the Contractor warrants that the individual established to receive the purchase order is authorized to do so and to bind the Contractor to the terms of the Contract.
- iii. Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt); (iii) the day immediately following the day (except if not a Business Day then the next Business Day)

on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, each party shall deliver all notices to the other party's Contract Manager. Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Contract or the issuance of a change order.

Change of address, as well as any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of:

FDLE Off-Site Mail Facility
The Office of General Services
813-B Lake Bradford Road
Tallahassee, Florida 32399
FDLEOGSContracts@fdle.state.fl.us

- iv. Severability. If a court deems any non-material provision of the Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- v. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under the Contract will not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- vi. Survivability. The Contract and any promises, covenants, and representations made herein are binding upon the parties hereto and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding overpayments, confidentiality, indemnity, proprietary interests, and public records, will survive termination or expiration of the Contract.
- vii. Third Party Beneficiaries. The parties acknowledge and agree that the Contract is for the benefit of the parties hereto and any permitted assignee. The Contract is not intended to confer any legal rights or benefits on any other party.

4. Contract Term, Suspension, and Termination.

- a. Term. The initial term of the Contract will be as indicated in the Contract. The Customer, in its sole discretion, may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the initial term of the Contract, whichever is longer, by providing written notice to the Contractor. If the Contract was awarded pursuant to a competitive solicitation, as defined in section 287.012, F.S., the pricing for the renewal period will be as set forth in the Contractor's response to the competitive solicitation. No costs may be charged for the renewal, and the renewal is contingent upon satisfactory performance evaluations and subject to availability of funds. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.

- b. 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 Customer to do so. The Customer shall provide the Contractor written notice outlining the particulars of the suspension. Examples of the reason for suspension include budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall cease performance to the extent required by the notice. Within ninety (90) calendar days of the suspension, or any longer period agreed to by the Contractor, the Customer shall either (i) issue a notice authorizing the resumption of performance, at which time the Contractor shall resume activity; or (ii) terminate the Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

- c. Termination.
 - i. Termination for Convenience. The Customer, by written notice to the Contractor thirty (30) calendar days in advance, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the Customer'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 will not be entitled to recover any cancellation charges or lost profits. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (i) deliver the Product within the time specified in the Contract or any extension agreed to by the Customer, (ii) maintain adequate progress, thus endangering the performance of the Contract, (iii) honor any term of the Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Customer may, at its sole discretion, (i) immediately terminate the Contract, (ii) notify the Contractor of the deficiency with a Contract requirement and require that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Customer. The Contractor shall

continue to work on any work not terminated.

- ii. Except for defaults of subcontractors at any tier, the Contractor will 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 will 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 will 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. The Customer shall notify the Department of Management Services of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.
- iii. Termination for Non-Compliance with E-Verify. Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- iv. Termination Related to Statutory Certifications. At the Customer's option, the Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Contract based on the statutory provisions referenced therein.
- v. Termination for Refusing Access to Public Records. In accordance with section 287.058(1)(c), F.S., the Customer may unilaterally terminate the Contract if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution, and section 119.07(1), F.S.
- vi. Termination for Non-Appropriation. In accordance with section 287.0582, F.S., the Customer may terminate the Contract if, in the Customer's determination, no annual appropriation is provided for the Contract, or the Products provided hereunder, by the Legislature.

5. Performance.

- a. Warranty of Ability to Perform. Upon the effective date of the Contract, and each year on the anniversary date of the Contract, the Contractor shall submit to the Customer a completed PUR 7801, Vendor Certification Form. This requirement will not apply to purchases off a term contract, as defined in section 287.012, F.S., unless specifically requested in the Contract by the Customer.

Additionally, the Contractor shall promptly notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay.

- b. Further Assurances. The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions. The Customer is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.
- c. Assignment. The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Customer. However, the Contractor may waive its right to receive payment and assign the same upon written notice to the Customer. In the event of any assignment, the Contractor remains secondarily liable for the performance of the Contract, unless the Customer expressly waives such secondary liability in writing. The Customer may assign the Contract with prior written notice to the Contractor of its intent to do so.
- d. Employees, Subcontractors, and Agents.
 - i. Subcontracting. The Contractor is solely responsible for ensuring that any subcontractor(s) utilized perform in accordance with the Contract, and the Contractor acknowledges that it will not be released of its contractual obligations to the Customer because of any subcontract. The use of the term "subcontractor" may refer to affiliates,

resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Contract.

The Contractor shall use only those subcontractors approved by the Customer in writing. Subcontractors named in the Contract will be deemed to be approved by the Customer. For subcontractors proposed after the effective date of the Contract, the Contractor shall submit a written request to the Customer's Contract Manager specifying (i) the name of the proposed subcontractor; (ii) the services to be performed by the subcontractor; (iii) the time of performance; (iv) the Contractor's proposed method of subcontractor performance monitoring; (v) certification of subcontractor's compliance with all legal and contractual requirements related to performance (e.g., licensing, background screening, insurance etc.); (vi) a copy of the subcontract, if requested by the Customer; and (vii) indication of whether the subcontractor is an Office of Supplier Diversity registered Florida-based woman-, veteran-, or minority-owned small businesses. The Customer has the final approval authority of all proposed subcontractors. The Contractor's use of a subcontractor not approved by the Customer will be considered a material breach of the Contract.

- ii. **Qualifications and Access.** All Contractor employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor employees, subcontractors, or agents performing work under the Contract shall comply with all Contract terms and controlling laws and regulations relevant to the work being performed. The Customer may either conduct, and the Contractor shall cooperate in, or require the Contractor to conduct, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Customer may refuse access to, or require replacement of, any employee, subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Customer's security or other requirements. The Customer may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
- iii. **E-Verify.** The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor.
- iv. **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Customer or State and are not entitled to any benefits of Customer or State employees. The parties shall take all actions necessary to ensure that Contractor's employees, subcontractors, and other agents are not construed as such. Such actions include 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 Customer or State. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Contract.

- e. Transportation and Delivery. Unless otherwise specified, prices listed in the Contract for commodities include all charges for packing, handling, freight, distribution, and inside delivery. Transportation must be FOB Destination to any point within thirty (30) calendar days after the Customer places an order. The Contractor, within five (5) Business Days after receiving an order, shall notify the Customer of any potential delivery delays. Evidence of inability to timely deliver or intentional delays will be considered a material breach of the Contract.
- f. Packaging. Tangible Products must 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 will become and remain the Customer's property.
- g. Installation. Where installation is required under the Contract, the Contractor shall be responsible for placing and installing the Product in the required locations at no additional charge, unless otherwise specified in the Contract. The Contractor's authorized Product and price list must clearly and separately identify any additional installation charges. All materials used in the installation must be of good quality and free of defects that would diminish the Product's appearance 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. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation, unless caused by the Customer. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work to cause the least inconvenience and interference with the Customer's use of the site and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work must be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
- h. Risk of Loss. Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within ten (10)

Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or non-conforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within ten (10) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.

- i. Literature. Upon request, the Contractor shall furnish literature reasonably related to the Product offered, including user manuals, price schedules, catalogs, and descriptive brochures.
- j. Product Version. The Contract will be deemed to reference a manufacturer's most recently released 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.
- k. Real Property. Pursuant to section 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.
- l. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). In accordance with section 946.515(6), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

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.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- m. Products Available from the Blind or Other Handicapped (RESPECT). In accordance with section 413.036(3), F.S., if the Contractor is a private contract vendor and if a product or service required

for the performance of the Contract is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

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, F.S.; IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), 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 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>.

- n. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, 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 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 (i) within ten (10) calendar 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 (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Customer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will 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 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 subsection 5.n., the Customer may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Contract as the Customer deems necessary, in its sole discretion. 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 Customer or

State, in which case the Customer may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Customer with respect to Products subjected to allocation; or (ii) terminate the Contract in whole or in part.

- o. Exclusivity. The Contract is not an exclusive license to provide the Products described in the Contract. The Customer may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

6. Inspection.

- a. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment, product, plant, or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- b. Statutory Inspection Rights. If services are to be provided pursuant to the Contract, in accordance with section 216.1366, F.S., the Customer is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Customer determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Customer within ten (10) Business Days after the request is made.

Further, for any Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

- 1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor; and
- 2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

- c. Inspection Compliance. The Contractor understands its and its subcontractors' (if any) duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any information the State official deems relevant to the Contractor's integrity or responsibility.

Such information may include 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 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 the Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include investigators' salaries, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

7. Payment.

- a. Annual Appropriations. Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- b. Invoicing and Payment. The Contractor shall include the Contract number and vendor identification information on all invoices. The Customer may require any other information from the Contractor that it deems necessary to verify any charges shown on the invoice, including detail sufficient for a proper preaudit or post-audit for such bills pursuant to section 287.058(1)(a), F.S.

The Customer shall make payments in accordance with section 215.422, F.S., which governs time limits for payment of invoices. The Contractor shall make payments to any subcontractors and suppliers in accordance with section 287.0585, F.S., if applicable. Invoices that must be returned to a Contractor due to preparation errors will delay payment. The Customer is responsible for all payments under the Contract.

Invoices will reference a valid contract number and be submitted to:

Florida Department of Law Enforcement
Attn: Accounts Payable
P.O. Box 1489
Tallahassee, Florida 32302
Email: FDLEAccountsPayable@fdle.state.fl.us

The Department of Financial Services has established a Vendor Ombudsman for vendors having trouble obtaining timely payment from State agencies. The Vendor Ombudsman can be reached at (850) 413-5516.

- c. Overpayments. The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment within forty

(40) calendar days after the earlier of: (1) discovery by the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Customer of the overpayment.

- d. Transaction Fee. The State, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed a transaction fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the transaction fee when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Customer will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the transaction fee or reporting of payments, which may subject the vendor to being suspended from business with the State.
- e. Taxes. The Customer, as a governmental entity of the State, does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The Customer will not pay for any personal property taxes levied on the Contractor or any taxes levied on employees' wages. The Customer will explicitly note any exceptions to this paragraph in the Contract.
- f. Leases and Installment Purchases. In accordance with section 287.063, F.S., if the Contract provides for a lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017, F.S., then the Customer's obligations under the Contract are contingent upon approval of the Contract by the Chief Financial Officer, as defined in section 17.001, F.S.
- g. Travel. Pursuant to section 287.058(1)(b), F.S., if travel is authorized under the Contract, the Contractor shall submit such in accordance with section 112.061, F.S., except that the Customer may establish rates lower than the maximum provided in section 112.061, F.S.
- h. Retention of Payments. The Customer may, in addition to other remedies available to it at law or equity and upon written notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment for financial consequences, and payment for damages and the like asserted by or against the Customer. The Customer reserves the right to set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State. The exercise of these rights will not be a breach

of the Contract, nor will they in any way entitle the Contractor to a claim against the Customer or State, including for damages.

8. Disputes and Liabilities.

- a. Dispute Resolution. Should any disputes arise concerning the Contract, the parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

- i. Dispute Resolution Process.

- (a) Contract Manager Review. The parties shall resolve disputes through the submission of their dispute to the Customer's Contract Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that the Customer's Contract Manager receives the dispute. The Customer's Contract Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Customer's Contract Manager's decision. If a party disagrees with the Customer's Contract Manager's decision, the party may proceed to subsection (b) below.
 - (b) Meeting between the Principals. If either party disagrees with the Customer's Contract Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Customer, the Customer head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the parties shall proceed to subsection (c) below.
 - (c) Mediation. Prior to initiating any litigation, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Customer's Contract Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) - (b), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

- ii. Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Contract and shall comply with directions to perform from the Customer. Should the Contractor not perform

while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.

- b. Governing Law and Venue. The Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the Contract terms.
- c. Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- d. **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE CONTRACT OR ITS SUBJECT MATTER.**
- e. Insurance Requirements.
 - i. Coverages.
 - (a) In General. During the Contract term, the Contractor shall, at its sole expense, provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract.
 - (b) Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance as required by State law; to the extent that any work required by the Contract will be performed outside of the State, the Contractor shall maintain Workers' Compensation Insurance as required by that jurisdiction. If work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance, satisfactory to the Customer, for the protection of employees not otherwise protected.

ii. Terms.

- (a) In General. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide the Customer with certificate(s) of insurance. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must be through insurers authorized or eligible to write policies in the State or through a self-insurance program established and operating under the laws of the State. The Contractor shall notify the Customer sixty (60) calendar days before any policy is canceled or terminated. All insurance policies must also provide that the insurer notifies the Customer if the policy is cancelled.
- (b) No Loss Deductible Clause. The Customer will be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The Contractor shall be solely responsible for payment of such deductible.
- (c) Duration. The insurance policies identified above must be "per occurrence" and maintained throughout the Contract term.
- (d) Subcontractor's Insurance. The Contractor shall ensure that its subcontractors maintain the levels of insurance as required in this section.

- f. Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Contract (including any determination arising out of or related to the Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Customer and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Customer may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Customer or the State. Nothing herein is intended to act as a waiver of the Customer's or State's sovereign immunity or to be deemed consent by the Customer or State or its subdivisions to suit by third parties.

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 will not be liable for any royalties.

- g. Limitation of Liability. For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of \$200,000 or the dollar value of the Contract (which is the higher of the total estimated value of the Contract or two times the charges for Products rendered by the Contractor under the Contract if no estimated value is determinable). This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor.

Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

9. Compliance with Laws.

- a. In General. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Customer may terminate the Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Contract conflict with any governing law, codes, or regulations, the Contractor shall notify the Customer in writing, and the parties shall amend the Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products, 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 terminate the Contract at no further expense to the Customer.

- b. Lobbying and Integrity. The Contractor shall not use funds provided under the Contract in a manner that violates the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract during the Contract's term. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) 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 exercises of discretion, or violation of a known legal duty; or (ii) 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 (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- c. Accessibility Requirements. If the Products to be provided include an information technology system that is accessed by the public or State employees, the Contractor shall comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), F.S., states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities."

10. Public Records.

- a. General Record Management and Retention. The Contractor shall retain sufficient records to substantiate claims for payment under the Contract and shall retain all other records that were made in relation to the Contract for the longer of five (5) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- b. Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Customer (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Customer (or any other State agency) to be trade secret or otherwise confidential or exempt

from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Customer (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Customer (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Customer (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Customer shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Customer, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Customer may release the unredacted record to the requestor without liability. If the Customer provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Customer shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Customer from publicly disclosing the information. The Contractor shall provide written notice to the Customer of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Customer may release the unredacted copy of the record to the requestor without liability.

If the Customer is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Customer shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Customer may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Customer for all claims, costs, fines,

settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Customer for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Customer mutually agree that the Customer is best suited to undertake the defense or settlement, the Customer will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Customer may make as to such claim, and the Contractor agrees to reimburse the Customer for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Customer may undertake to defend Contractor's Confidential Information. The Customer will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Customer is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Customer may disclose such Confidential Information without liability hereunder.

- c. Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Customer's Contract Manager is the agency custodian of public records. If, under the Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:
- i. Keep and maintain public records required by the Customer to perform the service.
 - ii. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the Customer.
 - iv. Upon completion of the Contract, transfer, at no cost, to the Customer all public records in possession of the Contractor or keep and maintain public records required by the Customer to perform the service. If the Contractor transfers all public records to the Customer upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

v. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

- d. Advertising. Unless legally obligated, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including 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 Customer or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual entities eligible to make purchases pursuant to section 12, below, or authorized distributors, dealers, resellers, or service representatives.

11. Security and Confidentiality. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will 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 Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

12. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Such purchases are independent of this Contract, and the Customer will not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases off this Contract must follow the provisions of sections 287.042 and 287.057(3)(b), F.S., which may require prior approval of the Department of

Management Services.

Attachment U Written Answers to Questions Form

FDLE-ITN-2624

All written questions are reproduced in the same format as submitted by the Vendor.

Question #1	
Answer #1	
Question #2	
Answer #2	
Question #3	
Answer #3	
Question #4	
Answer #4	
Question #5	
Answer #5	
Question #6	
Answer #6	
Question #7	
Answer #7	
Question #8	
Answer #8	
Question #9	
Answer #9	
Question #10	
Answer #10	