



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

May 23, 2017

With this sheet you have received solicitation documents for the **following**:

Solicitation Number:	DHSMV-ITB-037-17
Title of Bid (items solicited):	Aerial Thermal Imaging Camera and Augmented Reality System (ARS) Mapping System (Imaging Solution)
Commodity Code:	25202500; 46171600
Date and Time Bids are Due:	June 5, 2017, no later than 3:00 p.m. Eastern Time



Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524

It is important that Bidders monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.

To receive information on DHSMV solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form

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Forms and Exhibits:

FORM 1 – BIDDER CONTACT INFORMATION
FORM 2 – BIDDER QUALIFICATION QUESTIONS
FORM 3 – PRICE SHEET
Exhibit 1 – Monthly MBE DV Report

SOLICITATION INTRODUCTION

Listed below are important things to keep in mind when responding to a solicitation for the Florida Department of Highway Safety and Motor Vehicles.

- a. **Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (bid, performance and/or damages); sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; and contract requirements (e.g., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
- b. **Note the Procurement Officer's name, address, phone number(s) and e-mail address.** This is the only person you are allowed to communicate with regarding the solicitation and is an excellent source of information for any questions you may have.
- c. **Attend the pre-bid conference, if one is scheduled.** See Section 2.5 CALENDAR OF EVENTS. Pre-bid conferences are scheduled as-needed.
- d. **Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in Section 2.5 CALENDAR OF EVENTS, and view the answers given in the formal “addenda” issued for the solicitation. Also see Section 2.7 ADDENDA.
- e. **Follow the format required in the Solicitation** when preparing your bid submittal. Provide point-by-point responses to the required sections in a clear and concise manner and do not skip or miss sections.
- f. **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee (if applicable) will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The bids are reviewed based solely on the information and materials provided in your bid submittal.
- g. **Use the forms provided.** For example: Certification forms; Price Bid forms; Savings/Discount/Price Reduction; Customer References; etc., if any are included in this solicitation.
- h. **Review and read the solicitation document again** to make sure that you have addressed all requirements. Your original bid submittal and the requested copies must be identical and be complete. At least one copy must bear an original signature.
- i. **Submit your bid submittal on time.** Note all of the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late bid submittals are never accepted.

1.0 PURPOSE AND GENERAL OVERVIEW

1.1 PURPOSE

The Department of Highway Safety and Motor Vehicles (Department) is issuing this Invitation to Bid (ITB) to contract with a Vendor to provide and install a turnkey air-to-ground imaging solution for the Department's Division of Florida Highway Patrol (FHP). The solution shall include installation services required for complete installation of a fixed-wing mounted aerial thermal imaging camera system and an Augmented Reality System (ARS) mapping system, with all required components and accessories identified in this ITB.

1.2 DEFINITIONS

- A. **Authorized Representative:** The owner, corporate officer, or director of the Vendor authorized to legally bind it to a contractual obligation.
- B. **Bid:** All information and materials submitted by a Bidder in response to this solicitation.
- C. **Contract:** A formal written agreement that may be required to be executed by the Successful Bidder and the Department containing all terms and conditions applicable to any purchase to be made as a result of this ITB. The terms "contract" and "purchase order" are intended to be used interchangeably herein. (NOTE: Whether a contract is required in addition to issuance of a purchase order will depend upon the amount and nature of the purchase.)
- D. **Contractor:** The Bidder who is awarded a contract by the Department as a result of this solicitation.
- E. **Day:** A calendar day, unless otherwise specified.
- F. **Federal Aviation Administration of the United States (FAA):** A national authority with powers to regulate all aspects of civil aviation.
- G. **Imaging Solution:** A turnkey air-to-ground imaging system consisting of a fixed-wing mounted aerial thermal imaging camera system and an Augmented Reality System (ARS) mapping system, all required equipment, components, and parts related to these systems, and all standard accessories. For purposes of this ITB, the Imaging Solution shall also include all additional components, features and accessories described herein.
- H. **Invitation to Bid (ITB):** A formal solicitation issued for the purposes of obtaining the most advantageous (i.e., lowest cost) pricing for a specified good or service.
- I. **Number of Verbs or Nouns:** Throughout this solicitation, the singular may be read as the plural and the plural as the singular.
- J. **Purchase Order:** The purchasing document memorializing and/or incorporating the terms and conditions of a purchase issued by the Department via the State of Florida eProcurement system. See PUR Form 1000, paragraph 2. (Note: The terms "Purchase Order" and "Contract" are intended to be utilized interchangeably herein, although a purchase order is not "executed" by the parties.)
- K. **State:** State shall be synonymous with the Department of Highway Safety and Motor Vehicles.

- L. **Subcontractor:** Any person, other than an employee of the contractor, who performs any of the services listed in this solicitation for compensation paid by the Contractor. See solicitation to determine whether subcontracting is permitted.
- M. **Vendor:** Any firm or person who submits a bid to the Department in response to this solicitation. (NOTE: The terms “Bidder,” “Vendor” and “Contractor” may be utilized herein interchangeably.)

Also see links provided in this solicitation for additional definitions in PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1.

1.3 PROCUREMENT OFFICER

The Procurement Officer, acting on the behalf of the Department, is the sole point-of-contact with regard to all procurement matters relating to this solicitation. All questions and requests for clarification are to be directed to:

Alice Riley
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
850-617-3203
aliceriley@flhsmv.gov

Subsection 287.057(23), (Fla. Stat.), requires that respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting of 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 bid submittal.

1.4 TERM

The contract term shall be for a period of two (2) years from the date of issuance of the purchase order, unless terminated earlier by the Department under the terms provided herein, without the option to renew.

The Department will issue a purchase order to the successful Bidder in order to enter the purchase into the state’s accounting and purchasing databases. The Department may also require the successful Bidder to execute a formal contract document that will be incorporated in and attached to the purchase order.

2.0 ITB PROCESS OVERVIEW

2.1 GENERAL OVERVIEW

The ITB is a method of competitively soliciting a commodity or contractual service under paragraph 287.057(1)(a) Fla. Stat., and awarding a contract to the bidder submitting the lowest (cost) responsive and responsible bid. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process.

2.2 BIDDER QUESTIONS

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed in Section 1.3 PROCUREMENT OFFICER above, within the time indicated in Section 2.5 CALENDAR OF EVENTS. **Questions must reference DHSMV-ITB-037-17 in the subject line of the e-mail.**

Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in Section 2.5 CALENDAR OF EVENTS. Also see Section 2.6 ADDENDA.

2.3 VALUE ANALYSIS

The Department is interested in reducing costs related to its purchases of goods and services. While this solicitation contains specific requirements regarding the goods or services sought, bidders are encouraged, but not required, to perform a process of value analysis of the items bid and to offer suggestions for changes to goods/service specifications or contract terms and conditions that may result in lower costs, improved performance and better quality to the state. In analyzing an item or service, the following steps are suggested:

List the materials and processes involved in manufacture, packaging and delivery.

For each material or process, consider:

Does its use contribute to value?

Is its cost proportionate to its usefulness?

Does it need all of its features?

Is a lower cost alternative of adequate quality available?

Bidders are encouraged to present any suggestions for changes to the solicitation on or before the date and time indicated in Section 2.5 CALENDAR OF EVENTS, so that suggestions may be fully considered and, if appropriate, addenda modifying the solicitation may be timely issued to all prospective Bidders.

Suggested change(s) to specifications, terms, or conditions should be clearly stated, along with an assessment of the impact of the change(s) on the quality or usefulness of the product/services, production or delivery cost(s), use costs, and appropriateness of the terms and conditions in protecting the rights of both parties. Include pros and cons.

The Department reserves the right to reject any and all suggested changes without explanation, and/or to accept any suggested change(s) which meet(s) the Department's needs at an anticipated lower cost of production, delivery, or use than the original specifications, terms and conditions would otherwise provide.

2.4 BID OPENING

The Department will hold a public opening of the bids at the date, time and location indicated in Section 2.5 CALENDAR OF EVENTS.

2.5 CALENDAR OF EVENTS

The table below contains the Calendar of Events for this solicitation. Bidders should become familiar with the Calendar of Events. The dates and times within the Calendar of Events may be subject to change. It is the Bidder's responsibility to check for any changes. All changes to the Calendar of Events will be through an addendum to the solicitation. Bidders are responsible for

submitting all required documentation by the dates and times indicated below (Eastern Time). The Department will not consider late documents.

DATE	TIME	ACTIVITY
5/23/17		Solicitation issued.
5/26/17	3:00 p.m.	All questions and/or proposed changes to the solicitation must be submitted in writing to the Procurement Officer. (See, Section 2.2 BIDDER QUESTIONS and Section 2.3 VALUE ANALYSIS)
5/31/17		Anticipated date that responses to written inquiries and proposed changes, if required, will be posted on the VBS.
6/5/17	3:00 p.m.	Bids are due.
6/5/17	3:30 p.m.	Public Bid Opening <u>Location</u> Florida Department of Highway Safety and Motor Vehicles Bureau of Purchasing and Contracts 2900 Apalachee Parkway, Room B410 Tallahassee, Florida 32399
6/6/17		Anticipated date of posting of intent to award.

2.6 PROTEST OF TERMS, CONDITIONS AND SPECIFICATIONS

With respect to a protest of the terms, conditions, or specifications contained in this solicitation, including any provisions governing the methods of awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing **within** seventy-two (72) hours after the posting of the solicitation. (See, section 120.57, Fla. Stat.) For purposes of this provision, the term “the solicitation” includes this ITB, any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation.

2.7 ADDENDA

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Vendor Bid System at:

http://vbs.dms.state.fl.us/vbs/search.criteria_form

Written answers to questions received by the Department will become part of this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.

2.8 DISCLOSURE OF BID CONTENTS

All documentation produced as part of the ITB will become the exclusive property of the Department and will not be returned to the Bidder unless it is withdrawn prior to the bid opening in accordance with Section 2.9 MODIFICATION OR WITHDRAWAL OF BID.

The Department shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this solicitation. Selection or rejection of the bid will not affect this right.

2.9 MODIFICATION OR WITHDRAWAL OF BID

Bidders may modify a bid at any time prior to the bid due date by sending the modified bid submittal to the Procurement Officer. A bid may be withdrawn by notifying the Procurement Officer in writing before the bid opening.

2.10 DIVERSITY

The Department is dedicated to fostering the continued development and economic growth of minority, veteran, and women-owned businesses. Participation of a diverse group of Bidders doing business with the State is central to the Department's efforts. To this end, small minority, veteran-owned, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime Bidders and subcontractors under prime contracts.

The State of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified minorities for subcontracting activities under prime contracts. (See Section 3.5 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT)

2.11 NON – EXCLUSIVE RIGHTS

The right to provide the commodities or services, which will be granted under the resultant contract shall not be exclusive. The Department reserves the right to contract for and purchase commodities or services from as many firms as it deems necessary without infringing upon or terminating the resultant contract.

2.12 BID TENURE

All bids are binding for one hundred eighty (180) days following the bid opening date.

2.13 ACCESSIBILITY FOR DISABLED PERSONS

If special accommodations are needed to attend any solicitation-related event open to the public, please advise the Bureau of Purchasing and Contracts at 850-617-3203 no later than five (5) business days prior to the event.

2.14 SOLICITATION CONFLICTS AND ORDER OF PRECEDENCE

All bids are subject to the terms and conditions of this ITB which, in case of conflict, shall have the following order of precedence:

- A. Addenda, in reverse order of issuance;
- B. Invitation to Bid, including attachments;
- C. General Contract Conditions (PUR 1000) (Section 8.1 GENERAL CONTRACT CONDITIONS (PUR1000); and
- D. General Instructions to Respondents (PUR 1001) (Section 4.1 INTRODUCTION).

3.0 SCOPE OF SERVICES

3.1 GENERAL DESCRIPTION OF SERVICES

The Department is seeking to contract with the lowest, responsive and responsible bidder to provide and install a turnkey air-to-ground imaging solution to include a fixed-wing mounted aerial thermal imaging camera system and an Augmented Reality System (ARS) mapping system, hereinafter referred to as “Imaging Solution”, including all required components, parts and related accessories described herein.

In accordance with the terms and conditions of this ITB, the Department intends to purchase a minimum of two (2) Imaging Solutions and may purchase additional Imaging Solutions during the term of the contract, based on funding availability

3.2 TECHNICAL SPECIFICATIONS

A. AERIAL THERMAL IMAGING CAMERA SYSTEM

The Contractor shall provide and install in accordance with all applicable industry standards; the following fixed-wing mounted aerial thermal imaging camera system in new condition:

1) L-3 WESCAM MX-10 HD CAMERA (latest enhancement (2015))

The L-3 Wescam MX-10 HD Camera shall include the following payloads, features, and support equipment:

- a. 640 X 512 Mid-Wave IR Camera with 30.0 – 1.8 °HFOV, (16.5X) continuous optical zoom or step zoom (operator selectable) 1080p or 720p video format;
- b. 5 megapixel min CMOS HD color sensor with 36.3° x 1.0° (36X) optical HFOV (720P), 1080p or 720p video format;
- c. 5 megapixel min color daylight spotter scope sensor (EON) with a fixed HFOV of 0.54 degrees (720P), 1080p or 720p video format;
- d. Low Light Monochrome EMCCD sensor 640 X 480 with 40.8 degree to 2.38 degree continuous zoom. 1080p or 720p video format;
- e. 2X and 4X digital zoom on all sensors;
- f. Enhanced Spatial Image Processing for both IR and EO sensors;
- g. Four (4) Axis active stabilization:
(two (2) axis inner (pitch/yaw) and two (2) axis outer (azimuth/elevation));
- h. Six (6) Axis passive vibration isolation (pitch/roll/yaw);
- i. Less than 15 micro-radian stability on all sensors (fixed-wing aircraft use) without the use of external vibration isolator, fast steering mirrors or other electronic image stabilization methods (less than 12 micro-radians with EON Sensor option);
- j. Integrated missile grade IMU mounted on the optical bench to support both gimbal stability and geo-pointing (co-located with imaging sensors);
- k. Azimuth Coverage: 360 degrees continuous;
- l. Elevation Coverage: +90 degree to -120 degree;
- m. Class 3b 852nm wide or narrow beam Laser Illuminator with integrated laser range finder;
- n. Image Blending/Fusion;
- o. Embedded GPS;
- p. Available Interfaces RS-422, RS-232, Mil-Std-1553B and Ethernet. Interface with third party Moving Map Systems referenced below;
- q. 40 lb's max turret weight (excluding mounting interface); and
- r. 15 in. turret height.

Additional camera components shall include all of the following:

- a. EON-MX10 Spotter scope 300mm zoom;
- b. LLC-MX10 Lowlight imager;
- c. LIRF-MX10-ND Laser illuminator;
- d. AVT-MX10 Auto Video Tracker;
- e. MX-GEO-GPS-10 Internal GPS with Geo-referenced target location;
- f. MX-RCS-IF-10 Remote control subsystem interface (for Churchill interface);
- g. MX-METADATA-10 Metadata, serial for RCS status output; and
- h. ICK-ST-MX10 straight through cable assemblies.

2) ARS MAPPING SYSTEM

Churchill ARS-700C mapping system shall include one (1) tray mounted keyboard and shall be capable of recording audio from any of the FHP or law enforcement radios without recording any intercom audio. A selector switch shall be installed at the Flight Officer (FO) workstation to allow the FO to select which radio audio to be recorded.

The mapping system shall include all of the following features:

- a. Augmented reality map overlay;
- b. Map database updates for the life of the unit;
- c. Two (2) USB ports installed at the FO for the purpose of supporting the Churchill ARS-700C video recording capability;
- d. Two (2) Sandisk MicroMate USB to SD/SDHC Memory Card Reader/Writers;
- e. Four (4) Sandisk 64 GB SDHC Memory Cards;
- f. One (1) Portable External Computer Hard Drive with 4 TB of storage space and USB connector;
- g. High Definition (720p, 1080i, 1080p) Recording;
- h. Standard Definition Recording;
- i. Metadata Recording;
- j. Audio Recording;
- k. Simultaneous Playback While Recording; and
- l. Internal and external video and audio recording capabilities so that any failure of the Churchill system shall allow continued recording of video (minus the Churchill overlay) and audio on the external recorder.

The mapping system shall include, at a minimum, each of the following map system databases and listed features:

- a. Aeronautical Sectional and Terminal Area Charts for the Continental United States (CONUS);
- b. Vector Data for all of CONUS to include: road data, rooftop parcel data for 100% of CONUS, Railroads, Water Bodies, Schools, Parks, Dams, and Hiking Trails;
- c. One (1) Meter aerial imagery for the entire state of Florida and neighboring states as storage capacity permits;
- d. One (1) foot resolution imagery for all major metropolitan areas in Florida;
- e. 24k Topographical Maps;
- f. National Parks and Forests in and around Florida, as available;
- g. Synthetic Aerial Imagery Display;
- h. Fast, Natural Language Search;
- i. Unlimited Geo-Coded Markers;
- j. Search Light Control;

- k. Import Predefined Mission Targets;
- l. Extensive Integration Capabilities with Other Devices;
- m. Most Comprehensive Map Database;
- n. Support Unlimited GIS data sets;
- o. Instant Display of Nearest Street and Cross-Street;
- p. Multiple Orientation Views;
- q. Directional Guidance;
- r. Airborne Speed Enforcement and Ticketing;
- s. Built-in HD Dual-Channel Video Recording; and
- t. Smallest and Lightest System Payload.

3) MONITORS

Two (2) Multi-Function display monitor units shall be installed. Monitors shall be mounted in a location behind the pilot and co-pilot seats, and viewable from the FO workstation.

FO Work Station Primary Monitor - One (1) Avalex AVM 4176T 15 inch, high definition (HD), wide screen (16:9 aspect ratio) monitor with touch screen shall be installed at the FO workstation. The video graphics array (VGA) and VGI feed from the Churchill ARS-700C shall be sent to the monitor. A dedicated HDSDI video feed from all sensors to include the Native IR, HD Color, and HD Low Light/HD Color Zoom from the Wescam MX-10 HD sensor will also be wired to the monitor for redundancy. The monitor shall include HDSDI and DVI input capability. The touch screen shall work when touched with nomex gloves.

FO Work Station Secondary Monitor - One (1) Avalex AVM 4176T 15 inch, high definition (HD), wide screen (16:9 aspect ratio) monitor with touch screen shall be installed at the flight officer workstation. The video graphics array (VGA) and VGI feed from the Churchill ARS-700C shall be sent to the monitor. A dedicated HDSDI video feed from all sensors to include the Native IR, HD Color, and HD Low Light/HD Color Zoom from the Wescam MX-10 HD sensor will also be wired to the monitor for redundancy. The monitor shall include HDSDI and DVI input capability and be wired with HDSDI input from the Churchill ARS-700C and DVI input from the Wescam MX-10 HD sensor. The touch screen shall work when touched with nomex gloves. The precise location of the FO workstation secondary monitor is to be determined by the Department's Contract Manager and is dependent on the aircraft platform and space available.

Flight Crew Monitor - The Wi-Fi feature of the Churchill and/or MX-10 systems shall be configured to allow the video and overlay to be viewed on, a minimum of, two (2) iPads at the pilot and co-pilot positions within the cabin of the aircraft.

4) SATELLITE PHONE

Flightcell DZMx DZUS with Satellite and 3G Cell to be mounted on the FO workstation. The Flightcell DZMx shall be capable of tracking via satellite and cellular 3G and shall include the following options:

- a. Dual flat antenna L1 GPS/Iridium BNC/TNC White.
- b. Blade Cell Antenna 800 – 2500 MHz.
- c. Flight Cell USB/Ethernet Civilian Connector Box.
- d. Flightcell DZP 05000 Remote Head to be mounted in a location reachable from the pilot and co-pilot positions.

5) MOUNTING ASSEMBLIES/CONFIGURATION/INSTALLATION

- a. In addition to all industry-standard requirements, the following shall also apply to installation of mounting assemblies and mounting configurations:
 1. All assemblies and parts utilized in the installation process shall be of quality material designed for the specific purpose for which the assembly or part is being utilized.
 - a) 916-1012-1 Soloy Camera Wing Mount to be installed per manufacturer's installation instructions.
 - b) HDMI Converter and HD-SDI Splitter shall be installed as required.
 - c) Console design and fabrication shall be made and installed to allow the FO easy access to control all surveillance equipment and included law enforcement communications devices.
 - d) Monitor Support shall be floor-mount installed to allow the flight officer easy physical and visual access to both monitors and shall be constructed to allow monitor adjustment yet minimize unwanted monitor movement.

6) INSTALLATION

All Imaging Solution installed equipment, accessories, and modifications must conform to the aircraft's weight and balance restrictions, and shall have no negative impact on the standard airworthiness certificate (located in the aircraft). Imaging Solution installation shall be in accordance with the guidelines published in FAA Advisory Circular 43.13-2B, Acceptable Methods, Techniques, and Practices - Aircraft Alterations, dated March 3, 2008¹.

Imaging Solution installation shall be FAA approved for Normal category aircraft, and all components making up the Imaging Solution shall be integrated and tested. All parts shall be quality, new parts. If refurbished or remanufactured parts are utilized, written permission from the Department must first be obtained prior to installation.

The Contractor shall provide all labor to install the Imaging Solution on the following aircraft:

Manufacturer:	Cessna	Cessna
Tail Number:	N531HP	N773HP
Model:	T206H	T206H
Year:	2000	2000
Serial Number:	T20608250	T20608180

Any additional Imaging Solutions purchased by the Department will be installed by the Contractor on similar fixed wing, single engine aircrafts within the FHP's fleet.

¹ In the event this document is updated/revised during the term of the contract, the most recent/updated guidelines shall apply and be complied with by the successful bidder.

B. ESTIMATED QUANTITIES

The Contractor shall provide the Department a minimum of two (2) complete Imaging Solutions to be installed no later than September 20, 2017. The Department intends to purchase an additional Imaging Solution prior to December 31, 2017, if funding is available.

Quantities are estimated and for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchases to be made under a contract.

The estimated quantities are subject to change annually depending on the legislatively approved budget. The Contractor should be prepared therefore, to provide increased or decreased numbers of items during any contract year.

C. WARRANTY

The Contractor shall provide a warranty against defects in mounting installation components and configuration. The installation warranty shall be in effect for a minimum of one (1) year from the receipt of delivery by the Department.

All standard warranties shall apply. In addition, bidders are encouraged to include optional extended warranty quotes in their proposal on the equipment listed in this ITB for coverage beyond the manufacturers' standard warranties.

Defective items under warranty will be replaced by the Contractor at no additional cost to the Department within thirty (30) days of notification by the Department of a warranty claim.

3.3 PACKING, SHIPPING AND DELIVERY

Contractor shall order and take direct delivery of the equipment listed in Section 3.2 above for installation. Department aircraft will be flown to the Contractor's location for installation of the Imaging Solution.

3.4 SILENCE OF SPECIFICATIONS

The apparent silence of specifications included herein on any details, or the omission from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of best quality are to be used. All interpretations of this Contract shall be made upon the basis of this statement.

3.5 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

The Contractor shall provide to the Department a monthly Minority and Service-Disabled Veteran Business Enterprise Report (see subsection A., below). The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract for the current month.

- A. The Contractor shall complete and submit Exhibit I, Monthly Minority and Service-Disabled Veteran Business Report, by the 5th day of the following month (or next business day if the 5th day is on a weekend day or holiday) to the following Department email address:

Note the subject line of the e-mail with: Monthly MBE DV Report

- B. Should the Contractor utilize subcontractors/material suppliers meeting the criteria in this section, but have nothing to report for the month (for whatever reason), the Contractor shall still send an e-mail to the address identified above stating that there is no information to report for the previous month.
- C. Should the Contractor not utilize subcontractors/material suppliers meeting the criteria in this section, the Contractor shall provide a letter to the email address noted above, on Contractor letterhead, indicating that this reporting requirement does not apply. If this changes, however, at any time during the contract term, the Contractor shall immediately implement the reporting requirements of this section.

3.6 ADDITIONS/DELETIONS

The Department reserves the right to delete any item from the Contract, when deemed to be in the state's best interest or when FHP mission requirements dictate. It also reserves the right to add any item within the scope of the Contract. Pricing shall be comparable to the amounts paid under the Contract. These additions or deletions will be incorporated via an amendment to the Contract.

3.7 DEPARTMENT RESPONSIBILITIES

The Department will provide technical support and assistance to the Contractor within the resources available to the Department to assist the Contractor in meeting the requirements of this Contract. The support and assistance, or lack thereof, shall not relieve the Contractor from full performance of all contract requirements.

3.8 DELIVERABLES

The Contractor shall submit all deliverables in accordance with the Table 1, Deliverable Schedule, below. Deliverables must be approved by the Department's Contract Manager prior to payment. Deliverable due dates may be extended upon prior written approval of the Department.

TABLE 1 DELIVERABLE SCHEDULE		
	Deliverable	Due Date
A.	Provide and install two (2) new and complete Imaging Solutions	On or before September 20, 2017

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3.9 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

The Department has developed the following Performance Standards and Liquidated Damages (Table 1) which shall be met by the Contractor in performance and delivery of services. The Department reserves the right to impose liquidated damages upon the Contractor for failure to comply with the performance standard requirements set forth in the chart below.

TABLE 1		
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES		
	Performance Standard Requirement	Liquidated Damages to be Imposed
A.	Provide and install two (2) new and complete Imaging Solutions as described in Section 3.2 TECHNICAL SPECIFICATIONS.	Five hundred dollars (\$500) per day for each day beyond the due date until provided to the Department.

3.10 MONITORING

The Department's Contract Manager or designated Department staff will perform monitoring during the term of the Contract to determine if the Contractor has met each Performance Standard identified in Section 3.9 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES. Monitoring shall include review of compliance with contract service delivery and review of all contract requirements. Contractor shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Contract.

If the Department determines that the Contractor has failed to meet a Performance Standard, the Contractor will be sent a formal contract communication in accordance with Section 3.12 COMMUNICATIONS. When issues of non-compliance are identified, the Contractor shall, if requested by the Department, submit a written Corrective Action Plan (CAP) as indicated in Section 3.11 CORRECTIVE ACTION PLAN (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing Liquidated Damages for failure to meet any Performance Standard.

3.11 CORRECTIVE ACTION PLAN (CAP)

- A. If the Department determines that the Contractor is out-of-compliance (i.e., has failed to perform or satisfactorily perform) with any of the provisions of the resulting Contract, the Department shall notify the Contractor of the compliance issue(s) in writing.
- B. Depending upon the nature of the deficiency(ies) noted, the Department will either indicate that the Contractor is out-of-compliance and the Department is assessing liquidated damages, or the Department may require the Contractor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
- C. A CAP is an opportunity for the Contractor to address and resolve deficiencies without the Department immediately invoking more serious remedies, up to and including Contract termination. In determining whether to permit the Contractor to submit a CAP, the Department will consider the nature of the deficiency(ies), whether the Department would or could be adversely affected in any way by allowing additional time for correction, and the likelihood for successful correction by the Contractor.

- D. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
- 1) determine whether the steps to be taken and timeline for each step will likely resolve the deficiency(ies) to the Department's satisfaction and approve the CAP, in writing, for implementation by the Contractor; or
 - 2) Determine that the steps to be taken and/or timelines indicated will not likely resolve the deficiency(ies) to the Department's satisfaction and reject the CAP.
- E. If the Contract Manager rejects the Contractor's CAP, the reasons for rejection shall be provided in writing to the Contractor who shall have five (5) business days from receipt of the Department's rejection notice to correct/change the CAP and resubmit it. If the resubmitted CAP is similarly rejected, the Contractor shall be deemed in breach of the contract and liquidated damages of one hundred dollars (\$100.00) per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.
- F. The Contractor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
- G. If the Contractor does not meet the plan for resolving deficiencies established in the CAP to the Department's satisfaction, either by not resolving all deficiencies identified or by not resolving all deficiencies within the stated time frame(s), the Contractor shall be in breach of the contract and shall be subject to liquidated damages.
- H. Except where otherwise specified, liquidated damages of one hundred dollars (\$100.00) per day will be imposed on the Contractor for each day that the approved CAP is not implemented to the satisfaction of the Department.

3.12 COMMUNICATIONS

Contract communications will be in three forms: routine, informal and formal. For the purposes of the Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within fifteen (15) calendar days of receipt.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within ten (10) calendar days of receipt.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO or the individual identified for contractual purposes on FORM 1 – BIDDER CONTACT INFORMATION. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel identified above, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.

If there is an urgent administrative problem, the Department shall make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within forty-eight (48) hours.

The Contractor acknowledges that records and documents related to Contractor's service delivery are public records as provided under Chapter 119, Fla. Stat.

The Contractor shall respond to all communications by facsimile, email, or hard copy mail.

A date/numbering system shall be utilized for tracking of formal communications.

4.0 BID INSTRUCTIONS

4.1 INTRODUCTION

This section contains the General Instructions to Respondents and Special Instructions. The General Instructions to Respondents (PUR 1001) are incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The following sections of the PUR 1001 are not applicable:

- A. Section 3. Electronic Submission of Responses
Bid submittals shall be submitted in accordance with Section 5. Bid Submission Instructions of this solicitation.
- B. Section 4. Terms and Conditions
Terms and Conditions shall be in accordance with Section 8.5 RESULTANT CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.
- C. Section 5. Questions
Questions shall be submitted in accordance with Section 2.2 BIDDER QUESTIONS of this solicitation.

The Special Instructions are in the sections below starting with Section 4.2 BIDDER QUALIFICATION QUESTIONS.

In the event any conflict exists between the Special Instructions and General Instructions to Respondents, the Special Instructions shall prevail.

4.2 BIDDER QUALIFICATION QUESTIONS

Bidders will submit a Yes/No response to the Bidder Qualification Questions on Form 2 attached hereto and made a part of the ITB, which must be submitted with the bidder's bid submittal. An answer of "no" to any question may result in rejection of the bid.

The Department reserves the right to verify the Bidder's status for each of the Qualification Questions.

4.3 MYFLORIDAMARKETPLACE TRANSACTION FEE

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to subsection 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee, which the Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.032, Florida Administrative Code (F.A.C). Please refer to this statutory section for the current transaction fee amount.

4.4 MYFLORIDAMARKETPLACE REGISTRATION

Each Bidder doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., with any Bidder not registered in the MyFloridaMarketPlace system, unless exempted by rule. Should a Bidder not currently registered in the MyFloridaMarketPlace system be selected for award, the Bidder shall register in the MyFloridaMarketPlace system within five (5) days after posting by the Department of a Notice of Intent to Award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website (<http://www.myflorida.com>). Those lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service office at 866-352-3776 or from the Department of Management Services' State Purchasing office located at 4050 Esplanade Way, Suite 300, Tallahassee, FL 32399, 850-488-8440.

4.5 PREFERRED PRICING COMPLIANCE

In accordance with Chapter 2010-151, Laws of Florida, Section 48(2), the Contractor is required to submit, at least once during each year of the Contract, an Affidavit from an authorized representative of the Contractor attesting that the Contractor is in compliance with PUR 1000 General Contract Conditions, Section 4.4(b), Best Pricing Offer. Contractor's failure to comply with this section may be grounds for terminating the Contract, at the Department's sole discretion. The Department shall distribute the Affidavit form to be used by the Contractor during each remaining year of the Contract.

4.6 FLORIDA DEPARTMENT OF STATE REGISTRATION

Pursuant to section 607.1501, Fla. Stat., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to subsection 607.1503(1), Fla. Stat., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Bidder agrees to attain such authorization, if applicable, within seven (7) business days of notice of award, should the Bidder be awarded the Contractor/purchase order. Website: www.sunbiz.org

4.7 FLORIDA SUBSTITUTE FORM W-9 PROCESS

Vendors *must* register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

Foreign Vendors, please visit:

<https://flvendor.myfloridacfo.com/ForeignVendors.pdf>

If not already on file, the awarded Bidder (if this solicitation results in an award), must have completed this process within seven (7) business days of notice of award.

4.8 SCRUTINIZED COMPANIES AND PROHIBITED BUSINESS ACTIVITIES

Pursuant to paragraph 287.135(3)(b), Fla. Stat., the Department may immediately terminate any Contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Fla. Stat., or if Contractor is placed on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or is engaged in business operations in Cuba or Syria during the term of the Contract. A list of prohibited scrutinized companies may be found in the link provided below.

<http://www.sbafla.com/fsb/Portals/Internet/PFIA/CurrentProhibitedCompaniesList.pdf>

4.9 PRICE SHEET INSTRUCTIONS

The Bidder must submit a FORM 3 – PRICE SHEET (attached) to be considered for award.

- A. The Bidder shall provide a price(s) in each cell of each Price Sheet submitted. Failure to provide a price in a cell may deem the price sheet non-responsive.
- B. The Bidder shall use legible handwriting, if applicable, when completing the price sheet(s).
- C. All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Bidder's price sheet calculations are identified, unit prices submitted by the Bidder will be used to determine the total price for that Bidder.

Price(s) will be final based on Department verification. Department corrected price sheets will be made available upon written request to the Bidder.

- D. Shipping

In accordance with paragraph 672.319(1)(b), Fla. Stat., Bidders must include the cost of shipping, i.e., freight on board (FOB) destination / inside delivery in their prices bid. The Department will not pay separate freight charges. (Also see Section 3.3 PACKING, SHIPPING AND DELIVERY.)

- E. The Department will not agree to caveat language for pricing within FORM 3 – PRICE SHEET. Bid submittals that include caveat language for pricing will be viewed as a conditional bid and the Department will reject the Bidders' bid submittal.

4.10 MANDATORY REQUIREMENTS

The Department has established certain mandatory requirements which must be included as part of any bid. The use of the terms "shall", "must", or "will" (except to indicate simple futurity) in this solicitation indicates a mandatory requirement or condition.

The words "should" or "may" in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not itself cause rejection of a bid.

4.11 MINOR BID EXCEPTIONS

The Department reserves the right to waive minor deviations or exceptions in bids providing such actions are in the best interest of the State of Florida and the Department. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the outcome of the award by giving a Bidder an advantage or benefit not enjoyed by other Bidders.

4.12 NON – RESPONSIVE BIDS, NON – RESPONSIBLE BIDDERS

Bids which do not conform in all material respects to the requirements of this solicitation or which fail to provide all required information, documents, or materials will be rejected as non-responsive.

Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of bids are impossible, or those which affect the competitiveness of bids, or the cost to the Department.

Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the resulting Contract may be rejected as non-responsible. The Department reserves the right to determine which bids meet the material requirements of the solicitation, and which Bidders are responsible.

“Responsible” or “Qualified Bidder” means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in bid submittal to a condition of a bid requiring such information may be cause for rejection of the bid.

Bid submittals will be considered only from Bidders who are regularly engaged in the type of service/products/business that is the subject of this solicitation, are financially responsible, and have the necessary equipment and personnel to provide the services and goods required by the solicitation.

4.13 SUBCONTRACTS

The Vendor may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services, as indicated in this ITB. Anticipated subcontract agreements known at the time of bid submission, and the amount of the subcontract must be identified in the bid. If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted reflecting all of the information identified in Section 8.4 SUBCONTRACTING AFTER CONTRACT EXECUTION.

No subcontract, which the Vendor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties.

5.0 BID SUBMISSION INSTRUCTIONS

5.1 BID SUBMISSION CONTENTS

Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content. Bids are to be organized in sections as directed below. The bid forms furnished with this ITB must be submitted with the bid and are to be filled out in pen and

ink or typewritten with no alterations, changes, or amendments made within. All forms must be signed and dated by the Vendor's Authorized Representative (see Section 1.2 DEFINITIONS, Item A.).

The entire bid packet with all forms and documents required shall be referred to as the Bidder's "bid submittal."

A. The Bidder shall organize its bid submittal contents as follows:

Tab 1 A cover letter on the Bidder's letterhead with the following information

- a) Name and headquarters location of the Bidder
- b) Federal Employer Identification (FEID) Number
- c) Subcontracting information as indicated in Section 4.13 SUBCONTRACTS.
- d) A document establishing delegated authority if the individual signing and submitting a bid on the Bidder's behalf is someone other than one of the officer(s)/director(s) identified in the Department of State, Division of Corporations records at: Sunbiz.org. (see Section 4.6 FLORIDA DEPARTMENT OF STATE REGISTRATION)
- e) A written letter from an attorney-at-law (if applicable, see Section 6.2 FLORIDA PREFERENCE)

Tab 2 Mandatory forms to be completed, signed and included with the bid:

FORM 1 – BIDDER CONTACT INFORMATION
FORM 2 – BIDDER QUALIFICATION QUESTIONS
FORM 3 – PRICE SHEET
Signed Addendum(s) (if applicable)

Completed forms must be included in the Bidder's bid submittal. If any item is missing or incomplete, the bid submittal will be deemed non-responsive.

Tab 3 Exceptions

The Bidder shall include a statement in this tab indicating that it has no exceptions in regard to the services described in this solicitation.

However, should the Bidder have any exceptions, they must be noted in this tab in detail. The Department's request that exceptions, if any, be identified, does not imply and should not be taken as agreement by the Department to agree to or accept any exception(s). The Department will review the exceptions that were not addressed during the question and answer period and render a decision as to whether to accept them or not. See Section 4.12 NON-RESPONSIVE, NON-RESPONSIBLE BIDDERS.

5.2 BID SUBMISSION

The Bidder shall submit:

5.2.1 One original version of the bid submittal, with one (1) copy.

5.2.2 One REDACTED scanned copy of the bid submittal, if applicable (see Section 5.5 REDACTED SUBMISSIONS).

Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.

Submitted hardcopies contained within the sealed packages shall be clearly marked with the Bidder's company name, and solicitation number.

5.3 DELIVERY OF BID SUBMITTAL

The bid shall be submitted to the Procurement Officer identified in Section 1.3 PROCUREMENT OFFICER, by or before the date and time indicated in Section 2.5 CALENDAR OF EVENTS. This is a mandatory requirement.

Offers by telegram, telephone, email, or facsimile will not be accepted. The Department will not consider late bids. Bidders are advised to examine their bids carefully and to ensure that the bid is delivered to the proper place no later than the time of the bid opening.

5.4 BID GUARANTEE

The Department will not require a bid guarantee for this solicitation.

5.5 REDACTED SUBMISSIONS

The following subsection supplements Section 19 of the PUR 1001. If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, the Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its bid submittal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "**Redacted Copy.**" The Redacted Copy should only redact those portions of material that the Bidder claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its bid submittal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

6.0 AWARD METHODOLOGY

6.1 BASIS OF AWARD

- A. The Contract will be awarded to the responsible and responsive Bidder that submits the lowest priced responsive bid for the original contract term. The Department will consider the total bid price, as submitted by the Bidder.

The Department shall also consider the following mandatories in consideration of award:

1. Timely submission of the Bidder's bid submittal.
2. Submission of all mandatory information identified in Section 5.1 BID SUBMISSION CONTENTS, Item A.

- B. The Department reserves the right to:

- award multiple contracts, for all or part of the work contemplated by this solicitation;
- divide the work among vendors by type of service or geographic area, or both;
- award a contract for less than the entire service area or less than all services encompassed by this solicitation, or both; and / or
- reject all bids.

- C. The Department reserves the right to award as determined to be in the best interest of the state, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

6.2 FLORIDA PREFERENCE

In accordance with section 287.084, Fla. Stat., a Bidder whose principal place of business is located outside of the state of Florida, must accompany their bid submittal documents with a written letter from an attorney-at-law licensed to practice law in the State where their principal place of business is located, describing the preferences granted by that State (if any) to its own business entities in the award of public contracts. The written document must identify either the preference granted or contain a statement specifying that no preferences are granted.

When the lowest responsible and responsive bid is submitted by a Bidder whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the Florida Bidder submitting the lowest responsive bid, unless the State where the out-of-state Bidder is located provides a different price preference for businesses having a principal place of business in that State. In that case, the same price preference shall be awarded to the lowest responsible and responsive Bidder whose principal place of business is located in the state of Florida responding to this competitive solicitation.

6.3 POSTING OF AGENCY DECISION

The Department will post a Notice of Intent to Award, stating its intent to enter into one or more contracts with the vendor or vendors identified therein, on the VBS website http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all bids, it will post its notice at the same VBS website.

6.4 IDENTICAL BIDS

In the event that the Department receives two (2) identical bids, the Department will select a Bidder based on the criteria identified in Rule 60A-1.011, F.A.C. This rule requires the Department to determine the order of award using the criteria listed in the rule in the order of preference stated.

7.0 PROTESTS

7.1 TIME LIMITS FOR FILING PROTESTS

A notice of protest must be filed within seventy-two (72 hours) of the posting of the agency decision or solicitation. Any formal protest must be filed within ten (10) days of the filing of the notice of protest. A formal written protest is “filed” when **actually received** by the Department’s Agency Clerk.

7.2 BOND MUST ACCOMPANY PROTEST

When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department’s estimated contract amount (total for all years).

FAILURE TO POST AN *ORIGINAL* BOND FOR THE REQUISITE AMOUNT AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.

8.0 RESULTANT CONTRACT SPECIAL PROVISIONS

8.1 GENERAL CONTRACT CONDITIONS (PUR 1000)

The PUR 1000 is incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

8.2 CONTRACTUAL SUBMISSIONS

A Bidder’s bid submittal to this solicitation shall be considered as the Bidder’s formal offer. There will be no separate contract other than the purchasing document (purchase order or contract), and any documents incorporated therein.

8.3 CONTRACTOR RESPONSIBILITY

The Department will consider the Contractor to be the sole point-of-contact with regard to contractual matters. The Contractor will assume sole responsibility for providing the commodities and services offered in its bid whether or not the Contractor is the supplier of said commodities and services or any component.

8.4 SUBCONTRACTING AFTER CONTRACT EXECUTION

Should the Contractor need to subcontract any services to a subcontractor not originally identified in its bid submittal, the Contractor shall submit a written request to the Department’s Contract Manager identified in the Contract. The written request shall include, but is not limited to, the following:

- A. The name, address and other information identifying the subcontractor;
- B. Component / type of services to be performed by the subcontractor;
- C. Time of performance of the identified service;
- D. How the Contractor plans to monitor the subcontractor's performance of the identified services;
- E. Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. **If the subcontractor is an out-of-state company, it must have a Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org**
- F. A copy of the written subcontract agreement; and
- G. Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Department and that subcontractor agrees to comply with all terms and conditions of the resulting Contract.

The Contractor acknowledges that it shall not be released of its contractual obligation to the Department because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains insurance, as required. The Department shall treat the Contractor's use of a subcontractor not disclosed as required herein and/or approved by the Department as a breach of the Contract.

8.5 RESULTANT CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract to be issued to the lowest responsive and responsible Vendor will set forth the entire understanding of the parties in regard to the subject matter contained herein, and will consist of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of precedence (first to last):

- A. The Contract, which will incorporate ITB 037-17, Aerial Thermal Imaging Camera and Mapping Systems (Imaging Solution), inclusive of its addenda, attachments, PUR 1001 General Instructions to Respondents, and PUR 1000 Contract Terms and Conditions;
- B. the purchase order, and its terms and conditions; and
- C. the Contractor's bid submission.

Items A., and C., above, are incorporated herein as fully-stated.

8.6 CONTRACT MANAGEMENT

- A. Department's Contract Manager

The Contract Manager for this Contract will be:

Captain Miquel Cendan
 Florida Highway Patrol
 11305 N. McKinley
 Tampa, FL. 33612-0000
 Telephone: (813) 632-6859 3504
 Email: miguelcendan@flhsmv.gov

The Contract Manager will perform the following functions:

1. Maintain a Contract Management file;
2. Verify receipt of deliverables from the Contractor; and
3. Review, verify, and approve invoices from the Contractor.
4. Direct the Contract Administrator to process all amendments, renewals and terminations of the Contract;
5. Monitor and Evaluate the Contractor's performance, as required, during the contract term and Contractor's overall performance at the conclusion of the Contract;
6. Issue Corrective Action Plans and assess Liquidated Damages in accordance with the Contract;
7. Maintain records regarding Contractor's performance to be placed on file that will be considered if the Contract is subsequently used as a reference in future procurements.

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Purchasing and Contracts
2900 Apalachee Parkway
Tallahassee, Florida 32399-2500
(850) 717-3681

The Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor provided by the Contract Manager for filing in the Contract Administration file.

8.7 INVOICES

The Contractor shall submit an appropriately completed invoice(s) to the ship to invoice address noted on the purchase order.

Payments shall be made in accordance with sections 215.422 and 287.0585 of the Fla. Stat., which govern time limits for payment of invoices. Also see PUR 1000 General Contract Conditions, Section 15.

8.8 REQUIREMENTS OF CHAPTER 119, FLA. STAT. (PUBLIC RECORD LAW)

The Vendor, when acting on behalf of the Department, shall in addition to all other conditions of this Contract:

- A. Keep and maintain public records required by the Department to perform the service.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term, and following completion of the Contract, if the Vendor does not transfer the records to the Department.
- D. Upon completion of the Contract, transfer, at no cost to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.
- E. Respond to inquiries from the Department's custodian of public records or Contract Manager, regarding public records requests by providing all information or records that the Department deems necessary to respond to such requests within three (3) working days of request from the Department's custodian of public records or Contract Manager.

Pursuant to subsection 119.0701(3), Fla. Stat., in the event the Vendor fails to comply with a public records request, the Department will enforce all Contract provisions related to public records requests by assessing the following:

First violation - \$100 penalty.

Second violation - \$250 penalty.

More than two (2) violations - \$500 penalty and/or possible Contract cancellation depending upon the nature of the violations.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFiling@flhsmv.gov, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

8.9 COOPERATION WITH INSPECTOR GENERAL

Cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055, Fla. Stat.

FORM 1 – BIDDER CONTACT INFORMATION

For solicitation purposes, the Bidder's contact person shall be:

Name: _____

Title: _____

Bidder Company Name: _____

Address: _____

Telephone: _____

E-mail: _____

For contractual purposes, should the Bidder be selected for award, the contact person shall be:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

FORM 2 - BIDDER QUALIFICATION QUESTIONS

1.	Does Bidder certify that the Bidder or person submitting the bid, including pricing, is authorized to respond to this ITB on Bidder's behalf?	Yes	No
2.	Does the Bidder understand that by submitting a bid submittal, the Bidder is deemed to have accepted all contract-related terms?	Yes	No
3.	Does the Bidder understand that submission of a bid does not, however, guarantee acceptance of the bid or issuance of a contract to the Bidder?	Yes	No
4.	Does the Bidder certify that, to the best of its knowledge, its company, including its subcontractors, as applicable, subsidiaries and partners, has no existing relationship, financial interest, or business interest, and is not engaged in any other activity that creates or would create an actual or potential organizational conflict of interest relating to the award of a contract resulting from this solicitation?	Yes	No
5.	Does the Bidder certify that its primary business is providing the type of service or goods sought in this solicitation, that the company is financially responsible, and has the necessary equipment and personnel to provide the services or goods required by this solicitation?	Yes	No
6.	Does the Bidder understand that the installation of the Imaging Solutions (Aerial Thermal Imaging Camera and Augmented Reality System (ARS) Mapping System) on the two (2) identified airplanes listed in this ITB must be completed and accepted by the Department's contract manager no later than September 20, 2017?	Yes	No

Complete and Sign below. As the person authorized to sign this statement, I certify the foregoing responses to be true and correct. **Please complete legibly.**

Respondent:			
Address:			
City:	State:	Zip:	
Authorized Signature:	Date:		
Title:	Telephone:		

Please complete legibly.

FORM 3 – PRICE SHEET

See Section 4.9 PRICE SHEET INSTRUCTIONS before completing this price sheet.

DELIVERABLE	ESTIMATED QTY.	UNIT PRICE	TOTAL BID PRICE
Imaging Solution	2	\$ _____	\$ _____

The responsive and responsible Bidder with the lowest Total Bid Price will receive the award.

Complete and Sign below. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected.

By signature below, I hereby bind the Bidder to the prices bid.

Respondent:	_____		
Address:	_____		
City:	_____	State:	_____ Zip: _____
Authorized Signature:	_____	Date:	_____
Title:	_____ Telephone: _____		

Please complete legibly.

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