



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

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Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

DATE: September 10, 2019
SOLICITATION NUMBER: FDLE ITB 2002
SOLICITATION TITLE: King Air Avionics Upgrade
REPLY OPENING: October 8, 2019
ADDENDA NUMBER: Two (2)

This addendum serves as notice of responses to questions received from potential Vendors relevant to the Invitation to Bid (ITB) and amendment to specifications.

Remove: Acknowledgement Form, Pages 4, 9, 14

Insert: Acknowledgement Form, Pages 4, 9, 14 with changes in red.

All other terms and conditions of the ITB remain unchanged.

**THIS ADDENDUM NOW BECOMES PART OF YOUR BID RESPONSE.
THE ADDENDA ACKNOWLEDGEMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE,
DATED AND RETURNED WITH THE BID RESPONSE.**

<u>ADDENDA ACKNOWLEDGEMENT</u>			
COMPANY NAME:	_____		
ADDRESS:	_____		
CITY:	STATE:	ZIP:	
_____	_____	_____	
AUTHORIZED REPRESENTATIVE:	TITLE:		_____
_____	_____		_____
AUTHORIZED SIGNATURE:	DATE:		_____
_____	_____		_____
PHONE:	EMAIL:		_____
_____	_____		_____

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN FLORIDA STATUTE 120.57(3) OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120 FLORIDA STATUTES.



**FLORIDA DEPARTMENT OF LAW ENFORCEMENT
INVITATION TO BID**
Acknowledgement Form

Page 1 of 17 pages

SUBMIT REPLY TO:
Florida Department of Law Enforcement
Office of General Services
Telephone Number: (850) 410-7300

Agency Release Date:
Friday, August 23, 2019

Solicitation Number:
FDLE ITB 2002

Solicitation Title: KING AIR AVIONICS UPGRADE

Bids are Due:
~~Thursday, October 3, 2019~~ **Tuesday, October 8, 2019**

Bid responses shall be binding until execution of a Purchase Order with the successful Bidder.

****Bidder Name:**

**If a fictitious name is used, include registered name (i.e. XYZ, Inc. DBA ABC)

Bidder Mailing Address:

***Authorized Signature (Manual)**

City, State, Zip:

***Authorized Signature (Type), Title**

Phone Number:

Toll Free Number:

*This individual must have the authority to legally bind the Bidder to a contractual obligation. By submission of a signature on the response, the Bidder certifies that they comply with all terms and conditions contained herein.

Fax Number:

Email Address:

FEID Number:

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

BIDDER 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:

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SECTION 1 – INTRODUCTORY SECTION

The State of Florida, Department of Law Enforcement, hereinafter called the FDLE, Department, Agency, State, Customer or Purchaser, issues this invitation to receive competitive sealed bids to replace the avionics system in a 2003 Beechcraft King Air 350 aircraft to include Automatic Dependent Surveillance - Broadcast (ADS-B) In and Out instrumentation. The Federal Aviation Administration (FAA) has mandated that all aircraft meet new instrumentation requirements no later than January 1, 2020. This Invitation to Bid (ITB) and all activities leading toward the anticipated issuance of a Purchase Order pursuant to this ITB are conducted pursuant to Chapters 943 and 287 Florida Statutes, and Rule 60A-1 Florida Administrative Code.

1.1. AGENCY INTENT

It is the intent of the FDLE to Contract with a Vendor who will provide and install a Garmin G1000 NXI Integrated Avionics System for use in the FDLE 2003 Beechcraft King Air 350 aircraft which meets the FAA for Federal Regulations [14 CFR 91.225](#) and [14 CFR 91.227](#). FDLE intends to make a single award from this ITB and establish a Purchase Order.

1.2. HEADING AND SECTION REFERENCES

Section headings in this ITB are inserted for convenience only and are not to be construed as a limitation of the scope of the particular section to which the heading refers.

1.3. GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

Pursuant to Rule 60A-1.002 F.A.C, the State of Florida General Instructions to Respondents (PUR 1001) are hereby referenced and incorporated in their entirety to this ITB. Bidders are instructed to read this document in its entirety. There is no need to return this document to the FDLE. The FDLE instructions to respondents contained within this ITB supersede any conflicting instructions contained in the PUR1001.

https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf

1.4. MANDATORY REQUIREMENTS

The FDLE has established certain requirements with respect to bids to be submitted by respondents. The use of “shall”, “must” or “will” (except to indicate simple futurity) in this ITB indicates a requirement or conditions from which a material deviation may not be waived by the Department. A deviation is material if, in the Department’s sole discretion, the deficient response is not substantially in accordance with the ITB requirements, provides an advantage to one respondent over other respondents, has potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived. The words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Bid.

1.5. PROCUREMENT OFFICER

The Procurement Officer, acting on behalf of the FDLE, is the sole point of contact outside of official public meetings, with regard to all procurement matters relating to this solicitation, from the date of the release of the solicitation until the FDLE Notice of Intent to Award is posted on the Vendor Bid System (VBS).

All questions or requests for clarification are to be directed to:

Kimberly Bowling
Florida Department of Law Enforcement
Office of General Services
Telephone: (850) 410-7300
Email: CentralPurchasing@fdle.state.fl.us

Florida Statute (F.S.) Section 287.057(23) 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 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.

1.6. SCHEDULE OF EVENTS / TIMELINE

The following time schedule will be strictly adhered to in all actions relative to this ITB unless modified by the FDLE by written addenda. FDLE will publish all written addenda on the MyFloridaMarketPlace, Vendor Bid System (VBS). No liability to the FDLE will result from such deviations. All required Vendor actions must be completed by the date and time indicated on the schedule. All listed times are Eastern Time (ET) in Tallahassee, Florida.

DATE	TIME	ACTIVITY	LOCATION
8/23/19	----	FDLE Posts Invitation to Bid Advertisement	Vendor Bid System
9/13/19 <u>9/17/19</u>	5:00 pm	Vendors respond to Voluntary Site Visit	FDLE Office of General Services centralpurchasing@fdle.state.fl.us
9/16/19 <u>9/19/19</u>	10:00 am <u>1:00PM</u>	Voluntary Site Visit	Tallahassee International Airport 3256 Capital Circle SW Tallahassee, FL 32310
9/20/19 <u>9/24/19</u>	5:00 pm	Submission Deadline for Vendor Written Questions to Procurement Officer	FDLE Office of General Services centralpurchasing@fdle.state.fl.us
9/25/19 <u>9/27/19</u>	----	FDLE Posts Electronic Written Answers to Vendor Questions (Anticipated)	Vendor Bid System
10/3/19 <u>10/8/19</u>	2:30 pm	Vendor Bids Due to FDLE	FDLE Office of General Services
10/3/19 <u>10/8/19</u>	3:00 pm	Public Meeting / Opening of Bids	FDLE Headquarters 2331 Phillips Road Tallahassee, Florida 32308

FDLE shall utilize the State of Florida, MyFloridaMarketPlace Vendor Bid System (VBS) as the single resource for all Invitation to Bid, Public Notice information in accordance with 28-102.001, F.A.C.

1.7. ACCESSIBILITY FOR DISABLED PERSONS

Any person with a qualified disability shall not be denied equal access and effective communication regarding any ITB documents or attendance at any related meeting or ITB opening. If accommodations are needed because of a disability, please contact the Procurement Officer or FDLE Office of General Services at (850) 410-7300.

SECTION 2 –TECHNICAL SPECIFICATIONS

2.1. OVERVIEW

The FDLE Investigative and Forensic Sciences (IFS) division currently has a 2003 Beechcraft King Air 350 aircraft with an Electronic Flight Instrument System (EFIS) 85. To meet the requirements of the FAA, Federal Regulations [14 CFR 91.225](#) and [14 CFR 91.227](#), FDLE will upgrade from the current EFIS85 to the Garmin G1000 NXi Integrated Avionics System (IAS) as specified below to include the ADS-B In and Out capability. The current EFIS85 will need to be removed by the awarded Vendor.

The FAA requirement for ADS-B In and Out capability can be found at: <https://www.faa.gov/nextgen/equipadsb/>

2.2. VENDOR REQUIREMENTS

- A. Vendor's facility must be located within the contiguous United States
- B. Provide the FAA Supplemental Type Certificate (STC) for the work being requested

2.3. MANDATORY SPECIFICATIONS

Vendor shall provide and install the following new components:

- Garmin G1000 NXi Integrated Avionics System (IAS)
- Garmin GFC 700 Digital Autopilot Automated Flight Control System (AFCS)
- Two (2) Garmin GTX 345 Automatic Dependent Surveillance Broadcast (ADS-B In and Out) Transponders
- Garmin GSU 75B Attitude and Heading Reference System (ADAHRS) dual air data and attitude heading reference system
- Garmin GDC 7400 dual Reduced Vertical Separation Minima (RVSM) Compliant Digital Air Data Computers
- Garmin GWX 70 Four-Color Digital Weather Radar with Stabilization
- Garmin GDL 69A XM Satellite Radio and Weather Datalink Receiver
- Dual Garmin Flight Management Systems (FMS) certified for Wide Area Augmentation System (WAAS) and Localizer Performance with Vertical Guidance (LPV) Approaches
- Garmin Flight Stream 510 wireless transfer software
- Garmin Platinum Plus Package with Surface Watch
- MD302 Standby Attitude Module (SAM) providing Attitude, Altitude, Airspeed and Slip with back-up battery
- New metal instrument panel
- Dual Integrated Radio Modules, Providing WAAS-Certified GPS; VHF Navigation with ILS; and VHF Communication with 16-Watt Transceivers and 25 KHz Or 8.33 KHz Channel Spacing
- Three-Axis Digital Automatic Flight Control System
- Integrated Class-B Terrain Avoidance and Warning System (TAWS) Terrain Alerting with Worldwide Terrain and U.S. Obstacles Database
- New Fuel Flow Transmitters
- Any new wiring associated with the avionics installation
- Refurbishing of the Pilot & Co-pilot Citizens Band (CB) radio, and Overhead electroluminescent (EL) Panels in the Cockpit

2.4. VENDOR'S RESPONSIBILITIES

- Must remove EFIS 85 Electronic Flight Instrument System
- Provide trained and experienced technicians
 - The Vendor must have, on staff, an appropriately rated and trained mechanic and/or maintenance supervisor and licensed FAA Airframe and Powerplant (A&P) technician performing all installation, maintenance, repairs and inspections.
- Provide ALL avionics drawings and descriptions for all equipment installed in the aircraft upon completion
- Facility must be capable of fully enclosing the aircraft and all means of egress must be capable of locking
- Provide complete weight and balance upon the completion of the avionics installation

- The Vendor's installation schedule must be set and coordinated with FDLE prior to December 31, 2019
 - Vendor's installation schedule must not exceed eight (8) weeks
- Provide FAA Form 337 – Major Repair and Alteration (Airframe, Powerplant, Propeller, or Appliance) for inspection
- Provide ALL User Manuals for components

2.5. AGENCY'S RESPONSIBILITIES

- FDLE will deliver and pickup aircraft to and from Vendor's facility
- FDLE will incur all costs associated with delivery and pick up of the aircraft

2.6. INSPECTION AND ACCEPTANCE

The new equipment, as specified in Section 2 – Technical Specifications, will be installed per manufacturer specifications and tested to ensure appropriate performance. (<https://www.garmin.com/en-US/US>).

Upon written notification from the Vendor to the FDLE Contract Manager that the new Garmin G1000 NXi IAS is installed and ready for use, the FDLE shall commence an acceptance period. FDLE will evaluate the Garmin G1000 NXi IAS. If all test data is acceptable to the FDLE Contract Manager, the project shall be deemed to have met FDLE's standards of performance and the FDLE Contract Manager will notify the Vendor in writing that FDLE is prepared to accept the new avionics system.

The Vendor must have a FAA Inspector approval initial/sign applicable section(s) of FAA Form 337 - Major Repair and Alteration (Airframe, Powerplant, Propeller, or Appliance).

If any tests are unacceptable during this period, FDLE's Contract Manager shall notify the Vendor so that corrective action can be taken. After corrective action has been taken, FDLE will restart the acceptance period.

The Vendor will not be required to have a person on-site for the test period.

2.7. INSURANCE

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

2.8. WARRANTY

The Vendor must provide all warranties for new parts installed in the FDLE aircraft per manufacturer's warranty policy at the time parts were installed. The Vendor shall provide, at no cost to the Agency, a minimum of twelve (12) months warranty on all avionics installation.

SECTION 3 – INVITATION TO BID PROCESS

This ITB is hereby advertised on the State of Florida VBS. To find the ITB or other related information, enter Agency “Department of Law Enforcement” and click on “Initiate Search” at the bottom of the web page. If unable to download the document(s), contact the FDLE Procurement Officer.

Section 120.57(3)(b), F.S., requires that notice of protest of the solicitation documents shall be made within seventy-two (72) hours after the posting of the solicitation. Failure to file a protest within the time prescribed in section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

3.1. SPECIAL CONDITIONS AND INSTRUCTIONS

The FDLE Bid requirements and special conditions modify and shall take precedence over the State of Florida form PUR1001, General Instructions to Bidders.

The FDLE currently does not utilize the State of Florida’s, MyFloridaMarketPlace e-Procurement system for competitive solicitations such as this ITB. Bidders are to manually submit a hard copy of their responses to this ITB as identified in this section. Specific references to MFMP usage for this ITB stated in paragraphs 3 and 5 of the PUR1001, General Instructions to Bidders are not applicable.

3.2. SOLICITATION REQUESTS

All questions or requests for clarification pertaining to this ITB should be addressed in writing to the Procurement Officer. It will be the responsibility of each Bidder to submit any questions prior to the ITB receipt opening. Questions or requests for clarification concerning the specifications or solicitation procedures as written must be submitted to the FDLE in accordance with the Schedule of Events / Timeline. The written interpretation of the appropriate representative of the FDLE shall prevail.

3.3. BIDDER INQUIRIES

The Bidder will examine the ITB to determine if the FDLE requirements are clearly stated. If there are requirements which may restrict competition, Bidders may request specification changes. Requests must identify and describe the difficulty meeting specifications, provide detailed justification, and provide the recommended changes. Change requests or protests of the specifications must be received by the State no later than seventy-two (72) hours after the posting of the solicitation. The FDLE will determine what, if any, changes to the ITB will be accepted. If required, the FDLE will issue addenda reflecting the changes.

Written interpretations of the appropriate representative of the FDLE will prevail. While oral responses may be given in good faith and are intended to be accurate, the FDLE is not bound by any non-written interpretation or guidance offered to Bidders.

3.4. ADDENDA

The FDLE reserves the right to modify this ITB. All addenda to this ITB will be in writing with content and number of pages described to all Bidders. Any addenda or answers to written questions supplied by the FDLE to participating Bidders may include an Addenda Acknowledgement Form. This form shall be signed by an authorized representative of the Bidder’s organization and submitted to the FDLE.

All addenda will be provided via the VBS at the following website: http://www.myflorida.com/apps/vbs/vbs_main_menu

It is the sole responsibility of the Bidder to monitor the VBS for any addenda issued in reference to this ITB.

3.5. DISCUSSIONS

No negotiations, decisions or actions shall be initiated or executed by the Bidder as a result of any discussions with any State employee prior to the opening of the sealed Bid(s). Prior to the opening of the sealed Bid(s), Bidders are NOT to divulge bid price(s) to any state employee or representative of the State. Further, Bids submitted to the FDLE will remain unopened until the time for opening Bids as indicated on the Schedule of Events / Timeline. During this period, any discussion by the Bidder with any state employee or representative of the State involving price information will result in rejection of said Bidder's response. Only those communications which are in writing or electronically submitted from the FDLE, Office of General Services may be considered as a duly authorized expression on behalf of the FDLE. Also, only communications from Bidders, which are in writing and signed or electronically submitted, will be recognized by the FDLE as duly authorized expressions on behalf of the Bidder.

3.6. MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

Each Vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S., to the State through the on-line procurement system is prequalified to do so and shall register in the MFMP system, unless exempted under subsection 60A-1.033(3) F.A.C. Information about the registration process is available and registration may be completed at the MFMP website: [Vendor Information Portal](#). Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) 352-3776.

Vendors should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Code(s) pertaining to this Procurement:

- 25201700 Flight Communications Related Systems
- 25202500 Aircraft Equipment
- 78181800 Fixed Wing Aircraft Maintenance and Repair Services
- 78181816 Aircraft Fixed Wing Navigation System Repair

3.7. FLORIDA DEPARTMENT OF FINANCIAL SERVICES SUBSTITUTE W-9 INITIATIVE

The Florida Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information (i.e. Social Security number) to report accurate tax information to the Internal Revenue service and determine if a Vendor should receive Form 1099. A completed Substitute form W-9 is required for any entity to receive payment from the State of Florida. Vendors must submit their W-9 forms electronically at the DFS website: <https://flVendor.myfloridacfo.com/>

The awarded Vendor must have a valid W-9 on file with the DFS prior to issuance of a Purchase Order. This may be completed by the Bidder post-award, and is not something which FDLE will consider in determining the responsiveness of a bid.

3.8. BID PRICE SHEET

The Bidder must submit pricing on Attachment A. Vendor generated price sheet(s) will not be accepted. The Grand Total shall include ALL charges for incidentals and associated costs required to comply with and satisfy all requirements referred to or included in Section 2 – Technical Specifications, of this solicitation.

No remuneration is available to the Bidder beyond the Bid price for all specifications and considerations in response to this ITB, as outlined herein. Bidders will be strictly held to the prices of their Bid. The contents of this ITB and Vendor Bid submission will become contractual obligations if a Purchase Order is issued.

3.9. BID PACKAGING AND SUBMISSION REQUIREMENTS

Bids must be submitted in a sealed envelope/container. Bids 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 a Bid is not authorized and will

not be accepted. Bidders are cautioned that shipped Bids will be routed to the Department's Mail Processing Center in an off-site facility which may cause delays in delivery and receipt by the Office of General Services. Bidders choosing to mail Bids must take this into consideration and allow sufficient time to ensure timely delivery and receipt. The FDLE mailing address is:

**OFF-SITE MAIL FACILITY, C/O FLORIDA DEPARTMENT OF LAW ENFORCEMENT
ATTN: OFFICE OF GENERAL SERVICES
813B LAKE BRADFORD ROAD
TALLAHASSEE, FL 32399**

A Vendor choosing to hand deliver a sealed Bid 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 FDLE Headquarters location is:

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT
ATTN: OFFICE OF GENERAL SERVICES
2331 PHILLIPS ROAD
TALLAHASSEE, FL 32308**

BIDDERS SHOULD INCLUDE THE FOLLOWING LABEL ON THE OUTSIDE OF ALL SEALED PACKAGES:

RESPONDING BIDDER NAME
SOLICITATION NUMBER: FDLE ITB 2002
TITLE: KING AIR AVIONICS UPGRADE
BID OPENING: ~~OCTOBER 3, 2019~~ OCTOBER 8, 2019 / 3:00PM

BIDS RECEIVED AFTER THE EXACT TIME/DATE SPECIFIED IN SECTION 1.6 WILL NOT BE CONSIDERED.

FAILURE TO INCLUDE ANY INFORMATION OR DOCUMENTATION REQUESTED WITHIN THIS ITB AT THE TIME OF SUBMISSION, OR AT THE TIME PRESCRIBED BY THE FDLE, WILL LEAD TO REJECTION OF THE BID FOR NON-RESPONSIVENESS. IF BIDDERS ARE UNSURE OF THE REQUIRED INFORMATION OR DOCUMENTATION, CONTACT THE PROCUREMENT OFFICER. DO NOT MAKE ASSUMPTIONS.

3.10. BIDDER ACKNOWLEDGEMENT

By submission of a signature on the FDLE Acknowledgment Form, the Bidder certifies that they comply with all terms and conditions contained herein. The Bid must contain the original signature of an authorized representative who can legally bind the Bidder. The product offered by the Bidder will conform to the specifications of this ITB without exception.

Bidders must include the signed FDLE Acknowledgement Form with their Bid response.

3.11. VENDOR GENERATED TERMS AND CONDITIONS

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

The Purchase Order issued by the FDLE as a result of this ITB shall incorporate all terms and conditions identified herein. No oral agreements or representations shall be valid or binding upon FDLE or the Bidder unless expressly contained herein or by a written addenda to this ITB.

3.12. REDACTED BID SUBMISSION

Pursuant to section 19 Public Records of the PUR 1001 General Instructions to Respondents, if a Bidder considers any portion of the bid documents, data or record submitted in response to this solicitation to be exempted by law from disclosures as a public record,

the Bidder must provide the FDLE with both an un-redacted and redacted copy of the Bid submission. As noted in this section, redacted Bids must clearly segregate and mark information which is claimed to be exempt from public records and provide the specific statutory citation for such exemption.

This redacted copy should contain FDLE's solicitation name, number, and the name of the responding Vendor on the cover, and should be clearly titled "Redacted Copy". The Redacted Copy must be provided to the FDLE at the same time the Vendor submits its Bid and must only exclude or obliterate those exact portions which are exempted by law from public disclosure. The entire Bid or Bid pages must not be marked proprietary, trade secret, or confidential.

IF A VENDOR FAILS TO SUBMIT A REDACTED COPY WITH ITS BID AS DESCRIBED HEREIN, FDLE IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENT(S), DATA OR RECORDS SUBMITTED BY THE VENDOR. THE ITB AND THE SUCCESSFUL VENDOR'S BID WILL BE INCORPORATED INTO THE PURCHASE ORDER.

3.13. ADMINISTRATIVE REVIEW

Each Vendor shall submit a Bid that meets all material requirements of this ITB. Material requirements are those without which adequate analysis and comparison of Bids is impossible, or those that affect the competitiveness of the Bid. FDLE seeks to maximize competition and reserves the right to seek clarification or conduct a cure process from responding Vendors to obtain non-material information to complete a responsiveness review. Bids which do not meet all material requirements of this solicitation will not be considered unless, at FDLE's discretion, the discrepancy does not prevent review of the Bid by FDLE and can be easily and quickly remedied. Failure of a Vendor to provide an original/completed form or certification in the Bid submission or timeframe as provided by the FDLE will cause a Vendor to be deemed Non-Responsive and therefore disqualified from further consideration.

A. Required Documents

The following requirements must be met by the responding Vendor in order for the Bid to be considered responsive to this solicitation; however, this is not an exhaustive list of **mandatory** requirements.

- FDLE ITB 2002 Acknowledgement Form
 - Attachment A - FDLE ITB 2002 Price Sheet
 - Attachment B - In State Preference Form
 - Attachment D - References
 - Attachment E - Scrutinized Companies List Certification
 - FAA Supplemental Type Certificate (STC)
 - Any applicable Bid Addenda
- B. Bids which do not meet all mandatory requirements of this solicitation, including the submission of all required information, will be rejected as non-responsive. A non-responsive Bid may include, but is not limited to, those which:
- Fail to utilize, complete, and/or submit the mandatory prescribed forms
 - Fail to meet all mandatory requirements
 - Include terms and conditions contrary to the requirements of this Bid
 - Do not contain original authorized signatures
 - Are not in conformance with the requirements and instructions contained herein

IF FDLE DETERMINES IN ITS SOLE DISCRETION THAT THE CONDITIONS OF THE BID DOCUMENTS ARE NOT COMPLIED WITH OR THAT THE PRODUCT PROPOSED TO BE FURNISHED DOES NOT MEET THE SPECIFIED REQUIREMENTS, THE BID MAY BE REJECTED AS NON-RESPONSIVE.

3.14. PRICE EVALUATION

The FDLE will take the following steps upon opening Bids:

- A. Confirm the Bid includes the Total Grand Cost
 - B. Confirm the Bid is submitted using the FDLE ITB 2002 Price Sheet (Attachment A)
 - C. Confirm the prices are clear and unambiguous
 - D. Check the arithmetic of the Bid price and conduct a Clarification Request for any computational or transfer errors noted
 - E. When evaluating Bid responses to solicitations where there is identical pricing or a pricing preference, the FDLE shall determine the order of award in accordance with Sections 287.057 (11), 287.082, 287.084, 287.087 and 287.92, F.S.
- Certified Minority Business Enterprises

Pursuant to Section 287.057(11) F.S., if two (2) equal Bids are received and one Bid is from a Certified Minority Business Enterprise as defined in 288.703 F.S., the FDLE must contract with the Certified Minority Business Enterprise. Bidders must provide a copy of this certification in their Bid Response. Vendors may contact the Department of Management Services, Office of Supplier Diversity to obtain information, or visit the Florida Certified Business Enterprises webpage:

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

- In-State Preference (Attachment B)

Pursuant to Section 287.082 F.S., whenever two (2) or more competitive sealed bids are received, one (1) or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things are stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

Pursuant to Section 287.084 F.S., Vendors whose principal place of business is located outside of the State of Florida, must provide a written opinion of an attorney licensed to practice law in that state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

Section 287.084 further provides that when an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a Vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive Vendor having a place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a Vendor whose principal place of business is located outside the state and that state does not grant a preference in a competitive solicitation to Vendors having a principal place of business in that state, the preference to the lowest responsible and responsive Vendor having a principal place of business in this state shall be five (5) percent.

Section 287.092 F.S. provides that any foreign manufacturing company with a factory in the state and employing over 200 employees working in the state shall have preference over any other foreign company when price, quality, and service are the same, regardless of where the product is manufactured.

Each and every Bidder must complete and sign the attached "In State Preference Form" (Attachment B). Each Bidder whose principal place of business is outside of the state of Florida must additionally provide a written opinion of an attorney at law licensed to practice law in that state, as to the preferences, if any or none, granted by the law of the state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts. Failure to submit a

completed Attachment B, and failure to provide a written attorney's opinion (if required) with the bid submission may result in the Bidder's submission being deemed non-responsive.

- Certification of Drug Free-Workplace (Attachment C)

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

3.15. REFERENCES

Bidders must provide three (3) customer references for which they have provided Garmin avionics system upgrades as requested in this ITB within the past five (5) years on Attachment D, Vendor Reference Form. FDLE may not be used as a reference, nor will any personnel of the bidding company be accepted as a reference. FDLE will attempt to verify references of the successful Bidder once by telephone and/or email. If the reference does not reply within 48 hours (exclusive of weekends and state holidays) from the time of the initial phone call or email request, then the reference will be deemed unverified. Vendors with two (2) or more unverified references may be rejected. Vendor references with one (1) or more unsatisfactory performance review in the Agency's judgement may be considered non-responsive.

3.16. COST OF PREPARING A VENDOR BID

FDLE is not liable for any costs incurred by a Vendor in responding to the ITB, including but not limited to: site visits, presentations, conferences, copying, printing, travel, packaging, freight, etc. All costs associated with a Bid response for this ITB will be the responsibility of the responding Vendor.

3.17. FIRM RESPONSE

A Bidder's response to this ITB shall be considered as the Bidder's formal offer. The issuance of a Purchase Order for the procurement of the commodity as specified in Section 2 – Technical Specifications shall constitute the FDLE's written acceptance of the successful Bid and the Purchase Order will be forwarded to the successful Bidder.

FDLE may make an award within 60 days after the date of the Bid opening, during which period Bidder responses shall remain firm and shall not be withdrawn. If award is not made within 60 days, the Bid shall remain firm until either FDLE issues a Purchase Order, or FDLE receives from the Bidder written notice that the Bid is withdrawn. Any response that expresses a shorter duration may, in FDLE's sole discretion, be accepted or rejected.

3.18. WITHDRAWAL OF BID

Vendor Bids submitted on or before the Bid due date may be withdrawn, amended or replaced with another Bid up until the Bid due date and time. Vendor Bids withdrawn prior to the Bid due date and time will be returned, unopened to the Bidder at the Bidder's expense.

3.19. LEGAL REQUIREMENTS

Applicable provisions of all Federal, State, County and local laws and administrative procedures, regulations, or rules shall govern the development, submittal, and evaluation of all Bids received in response hereto and shall govern any and all claims and disputes which may arise between Bidder's submitting a bid hereto and the FDLE. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Bidder shall not constitute a cognizable defense against their effect.

3.20. SCRUTINIZED COMPANIES LIST

Pursuant to Section 287.135 F.S, at the time a Bidder submits a Response or before entering into a contract where the value exceeds \$1 million, the Bidder 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 Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

Before entering into a contract of any value, the Bidder or Contractor must certify that the company is not participating in a boycott of Israel and is not on the Scrutinized Companies that Boycott Israel List.

Bidders must include the completed Attachment E to evidence this certification with their Bid response.

3.21. LESS THAN TWO RESPONSIVE BIDS

In the event that FDLE receives less than two (2) Responsive Bids, FDLE may negotiate the best terms and conditions.

3.22. BASIS OF AWARD

Award will be made to the responsive and responsible Bidder who after completion of the Bid evaluation submits the lowest responsive bid price for all specifications and considerations in response to this ITB. An award from this Bid does not constitute an official Purchase Order, agreement or commitment on behalf of the State.

3.23. POSTING OF TABULATIONS

The FDLE Intent to Award / Bid tabulation will be posted electronically as an Agency Decision on the VBS. The Agency Decision may be viewed and will remain in active posting status for a period of 72 hours. At the end of this active period, this tabulation will continue to be available for public view as an archive file.

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.

3.24. RESERVED RIGHTS

FDLE reserves the right to:

- Amend this ITB
- Waive minor irregularities submitted in Bids
- Conduct a clarification or cure process of submissions not directly related to the Technical Specifications of the ITB
- Accept or Reject any or all Bids received in whole or in part
- Re-solicit for new Bids
- Abandon the need for such commodities and/or services
- Request additional information to assess a Vendor's capabilities
- Award to the next eligible Bidder if at any time the Awarded Vendor is unable to meet all mandatory specifications or requirements as specified herein

3.25. VOLUNTARY SITE VISIT

A Voluntary Site Visit will be held at the time and location indicated below. Participation is voluntary and will not be a prerequisite for the Agency's acceptance of a Bidder's Response. Vendors are strongly encouraged to participate in the Voluntary Site Visit as to become familiar with the aircraft.

Location: Tallahassee International Airport
3256 Capital Circle SW
Tallahassee, FL 32310

Date: ~~September 16, 2019~~ September 19, 2019

Time: ~~10:00 AM ET~~ 1:00 PM ET

To participate in the Voluntary Site Visit, Vendors are required to contact the Procurement Officer identified in Section 1.5 and provide the name(s) of the company representative(s) who will be attending the Voluntary Site Visit.

If no Vendors contact the Procurement Officer identified in Section 1.5 by the deadline per Section 1.6, FDLE will post a notice to cancel the Voluntary Site Visit via the Vendor Bid System.

SECTION 4 – SPECIAL CONDITIONS SECTION

4.1. GENERAL CONTRACT CONDITIONS (PUR 1000)

Pursuant to Rule 60A-1.002 Florida Administrative Code (F.A.C.), the State of Florida General Contract Conditions (PUR1000) are hereby referenced and incorporated in their entirety into this ITB. Bidders are instructed to read this document in its entirety. There is no need to return this document to the FDLE. The FDLE ITB Special Conditions Section supersedes any conflicting terms or instructions contained in the PUR1000.

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

4.2. MYFLORIDAMARKETPLACE (MFMP) PURCHASE ORDER TERMS AND CONDITIONS

The intent of the FDLE is to issue an electronic purchase order to the awarded Bidder for all commodities and/or services as specified herein. The MFMP e-Procurement system contains predetermined Terms and Conditions. The FDLE ITB and Standard Terms and Conditions supersede any conflicting terms and conditions contained in the MFMP system.

https://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

4.3. COOPERATION WITH THE INSPECTOR GENERAL

Pursuant to Section 20.055(5) F.S., the Contractor (Vendor) and any subcontractors understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

4.4. FEDERAL EXCLUDED PARTIES LIST

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

4.5. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-410-7676, PUBLICRECORDS@FDLE.STATE.FL.US, OR VIA MAIL AT P.O. BOX 1489, ATTN: PUBLIC RECORDS DIVISION, TALLAHASSEE, FL 32302.

4.6. UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Bid award and/ or subsequent Purchase Order or Contract.

SECTION 5 – INVOICING AND PAYMENT

Upon delivery to the FDLE, the Vendor will submit an itemized invoice for payment. Invoices must, at a minimum, include the following information:

- A. Vendor Name and remit to address
- B. Vendor billing contact phone number and/or email address
- C. Vendor Tax Identification number
- D. Purchase Order number
- E. Billing Date
- F. Deliverable with description
- G. Payment amount due

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Comptroller of Florida. Therefore, payments by the FDLE covering goods and/or services will be due and payable within forty (40) days after the receipt of a proper invoice and actual receipt of goods and/or services per Section 215.422(b) F.S. The FDLE is not authorized to pay the Vendor any deposit for services to be rendered or equipment to be purchased in the future.

Vendor invoices shall be submitted to:

The Florida Department of Law Enforcement
Office of Financial Management
P.O. Box 1489
Tallahassee, Florida 32302
Email: fdleaccountspayable@fdle.state.fl.us

The FDLE is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. The awarded Vendor will be provided a copy of the FDLE Consumer's Certificate of Exemption prior to or upon issuance of the Purchase Order.

SECTION 6 – ATTACHMENTS

Attachment A – FDLE ITB 2002 PRICE SHEET

Attachment B – IN-STATE PREFERENCE FORM

Attachment C – CERTIFICATION OF DRUG-FREE WORKPLACE

Attachment D – REFERENCES

Attachment E – SCRUTINIZED COMPANIES LIST CERTIFICATION