



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

REQUEST FOR PROPOSAL

FWC 11/12-50

MAINTENANCE FOR FIXED WING AND HELICOPTER AIRCRAFTS

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FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSAL (RFP)
11/12-50

MAINTENANCE FOR FIXED WING AND HELICOPTER AIRCRAFTS
RESPONDENT ACKNOWLEDGMENT FORM

Vendor Name: _____

Vendor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

I certify that this RFP response is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same professional services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this acknowledgement for the respondent.

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

DATE

SUBMIT RFP RESPONSE TO:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
PURCHASING OFFICE, ROOM 364
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600
PHONE: (850) 488-3427

**REQUEST FOR PROPOSAL
FWC 11/12-50
MAINTENANCE FOR FIXED WING AND HELICOPTER AIRCRAFTS**

PURPOSE

The intent of this Request For Proposal (RFP) is to obtain competitive proposals for the maintenance, inspection, and repair of all Commission fixed wing and helicopter aircraft, per the specifications contained herein.

CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
RFP Advertised	December 2, 2011	Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu
Deadline for Questions	Must be received PRIOR to: December 16, 2011 @ 5:00p.m.	See Deadline for Questions Clause
SEALED RESPONSES DUE AND OPENED (make sure RFP Number is clearly marked on envelope)	Must be received PRIOR to: January 5, 2012 @ 3:00 p.m.	Submit to: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 620 S. Meridian St., Room 364 Tallahassee, Florida 32399-1600
Response Evaluation	January 9-13, 2012	See " Evaluation Criteria" clause
Posting of Intent to Award	January 18, 2012	Posted electronically via the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

INTRODUCTION

The Fish and Wildlife Conservation Commission's (Commission or FWC) mission in Florida is to manage fish and wildlife resources for their long-term well-being and the benefit of people. The Commission administers six major programs including habitat & species conservation, freshwater fisheries management, law enforcement, marine fisheries management, hunting and game management and fish and wildlife research.

REGIONS

The Commission has divided the state into five (5) regions that correspond to county lines as per the table below.

<u>REGION I</u>	<u>REGION II</u>	<u>REGION III</u>	<u>REGION IV</u>	<u>REGION V</u>
Santa Rosa	Levy	St. Johns	Hernando	Okeechobee
Okaloosa	Taylor	Putnam	Pasco	Hendry
Walton	Alachua	Flagler	Pinellas	Palm Beach
Holmes	Hamilton	Marion	Hillsborough	St. Lucie
Washington	Suwannee	Seminole	Polk	Martin
Jackson	Lafayette	Sumter	Manatee	Florida Keys
Calhoun	Gilchrist	Osceola	Sarasota	Collier
Gulf	Dixie	Indian River	Desoto	Dade
Liberty	Union	Lake	Hardee	Monroe
Gadsden	Baker	Brevard	Highlands	Broward
Leon	Clay	Orange	Lee	Glades
Bay	Duval	Volusia	Charlotte	
Wakulla	Nassau			
Franklin	Columbia			
Escambia	Bradford			
Jefferson	Madison			
	Citrus			

PLEASE NOTE: The respondent shall submit a separate price sheet for each region for which they are proposing to provide services. FWC moves aircraft around the state according to operational needs. For example, even

though only one aircraft is currently based in Region 3, it does not mean other aircraft would not be brought from another region for service if needed. This is a statewide contract.

SCOPE OF WORK

1. Fixed Wing Aircraft (See Price Sheet 1)

See Table A for list of current FWC Fixed Wing Aircraft, however FWC reserves the right to add or change make and model numbers upon notification to the awarded vendor.

Contractor shall furnish labor, materials, supervision, and equipment necessary to repair and maintain Fixed Wing Aircraft.

Fixed Based Operator (FBO) contractors must have at least one (1) Federal Aviation Administration (FAA) certified airframe and power plant (A&P) mechanic or an A&P Apprentice and (1) A&P with Inspection Authorization (IA) mechanic available for all major repairs or modification requested to the aircraft. Contractor is required to have a permanent fixed based operation maintenance facility with a physical business address. The facility must be secure and of sufficient size to conduct inspections, service, and provide overnight storage during maintenance of FWC aircraft. The Contractor shall ensure that FWC aircraft are secured in a manner that restricts unauthorized access to the aircraft by anyone not employed by the Contractor.

FAA Certified Repair Station contractors must be endorsed by the FAA to repair specific make and model of aircrafts listed in this contract.

All Contractors must maintain current manufacturer's maintenance publications, manufacturer's service notifications and FAA airworthiness directives (AD) for repair of all FWC aircraft. Contractor shall perform maintenance in accordance with the manufacturer's recommended inspection program. When needed, Contractor must have the ability to provide FWC with priority service and scheduling on all maintenance, inspection, and repair, thereby reducing maintenance downtime. Contractor may also be required to provide off site services throughout neighboring counties and have after hours/call out availability.

Aircraft repairs, modifications and alterations are to be conducted in accordance with appropriate maintenance publications and/or any manufacture notifications after authorization is given by an FWC representative. All maintenance work must adhere to maintenance provisions of Federal Aviation Regulations (FAR) Parts 43 & 91 and all other applicable Federal Aviation Regulations (FAR). All aircraft maintenance log records shall be completed in order for FWC pilots to comply with FAR 91.407(a).

All repairs being conducted or parts installed outside the normal scheduled repair or inspection require prior written approval from an FWC representative before repairs begin.

FWC reserves the right to supply parts as it deems necessary.

Any subcontractors the Contractor uses must be preapproved by the FWC through electronic form or in writing by the Contract Manager or their designee.

Contractor's facility, if not at an airport that has commercial fuel available , must have either Jet-A or 100LL commercial Aviation fuel available for purchase by FWC as applicable to the aircraft type.

Transportation

In the event that an aircraft needs to be transported Contractor shall work with FWC to ensure aircraft reaches the destination as required.

Table A

Year	Make & Model
2002	Partenavia/Vulcan Air P-68- Ob2
2004	Cessna 182T
2004	Cessna 182T
1985	Cessna 182R
1980	Cessna R 182
1983	Partenavia P-68C

2. Helicopters (See Price Sheet 2)

See Table B for a list of all current FWC Helicopters however FWC reserves the right to add or change make and model numbers upon notification to the awarded vendor.

Contractor shall furnish labor, materials, supervision, and equipment necessary to repair and maintain FWC rotorcraft.

Fixed Based Operator (FBO) contractors must have at least one (1) Federal Aviation Administration (FAA) certified airframe and power plant (A&P) mechanic or an A&P Apprentice and (1) A&P with Inspection Authorization (IA) mechanic available for all major repairs or modification requested to the aircraft. Contractor is required to have a permanent fixed based operation maintenance facility with a physical business address. The facility must be secure and of sufficient size to conduct inspections, service, and provide overnight storage during maintenance of FWC aircraft. The Contractor shall ensure that FWC aircraft are secured in a manner that restricts unauthorized access to the aircraft by anyone not employed by the Contractor.

FAA Certified Repair Station contractors must be endorsed by the FAA to repair specific make and model of aircrafts listed in this contract.

Scheduled maintenance of helicopters shall be in accordance with current manufacturer's maintenance publications, manufacturer's service notifications and FAA airworthiness directives (AD) for repair of all FWC aircraft. Contractor shall perform maintenance in accordance with the manufacturer's recommended inspection program. When needed, Contractor must have the ability to provide FWC with priority service and scheduling on all maintenance, inspection, and repair, thereby reducing maintenance downtime. Contractor may also be required to provide off site services throughout neighboring counties and have after hours/call out availability. In addition all non-certificated rotorcraft are required to be maintained in accordance with the Inter-agency Committee for Aviation Policy (ICAP).

Aircraft repairs, modifications and alterations are to be conducted in accordance with appropriate maintenance publications and/or any manufacture notifications after authorization is given by an FWC representative. All maintenance work must adhere to maintenance provisions of Federal Aviation Regulations (FAR) Parts 43 & 91 and all other applicable Federal Aviation Regulations (FAR). All aircraft maintenance log records shall be completed in order for FWC pilots to comply with FAR 91.407(a).

FWC reserves the right to supply parts as it deems necessary. FWC also request that if applicable an engine vendor is allowed to work on, or provid technical expertise in another vendor's facility

Offsite Recovery of Aircraft

In the event that an aircraft needs to be transported from an offsite location to a maintenance facility, the Contractor shall work with FWC to ensure the aircraft reaches the applicable maintenance facility. FWC reserves the right to give preference to vendors located within the State of Florida. Any vendors submitting a response to the RFP shall include offsite recovery rates within their prices submitted.

Table B

Year	Make & Model
1991	Bell Jet Ranger III
2006	Bell Long Ranger IV
1972	Bell OH-58 A
1970	Bell OH-58 A
1976	Bell Jet Ranger III
2006	Bell Long Ranger IV
1970	Bell OH-58 A
1969	Bell UH-1H

3. Avionics (See Price Sheet 3)

Aircraft avionics maintenance services may need to be performed on FWC aircraft outside of the scheduled aircraft maintenance; these services may include, but are not limited to, installation, flightline and bench services and inspections. The Contractor performing the avionics maintenance services shall be the holder of a valid FAA Certified Repair Station Certificate.

4. Engine Repair and Maintenance (See Price Sheet 4)

Contractor shall provide maintenance support to Rolls-Royce 250 Series engines listed on the engine list price sheet. Vendor is required to be certified as needed per specified engine manufacturer. Maintenance work will include mandated scheduled inspections, service bulletins or letters, and any unscheduled discrepancies. All repair and overhaul work shall be accomplished in accordance with the most recent technical data and FAA requirements. Vendor shall provide on site trouble shooting of engine components due to mechanical failure upon request by the Commission. Any on site technical assistance or on site field repair by a Contractor's representative will be at no charge to the Commission for labor cost including travel reimbursement. An on site technical assistance may be through electronic communications or through a technician's site visit anywhere in the state of Florida to the location of the helicopter. The field technical representative must have a minimum of 5 years OH58 military helicopter maintenance experience. The field representative must also have a minimum of 5 years commercial engine technical representative experience. Contractor must be a Rolls-Royce Authorized Maintenance Center (AMC).

5. Invoicing/Shipping/Consumables/Handling:

All invoices must clearly show the company name, invoice number, invoice date, and labor rate. All invoices must reflect the dates of service. These dates will be the date the aircraft arrives for service and the date the service is completed. All invoices will list out all parts with a per unit cost

used for the repair or attach a detailed parts list or work order with the parts listed reflecting a per unit cost. Sublet repair is actual cost reimbursable and a copy of the sublet contractor's invoices will be needed. If requested by FWC, a copy of the check paid to the sublet vendor must be provided.

*All sublet invoices **must** be provided with the contractors' invoice.*

*A copy of the check paid to the sublet vendor **may** be requested and a copy must be provided upon request. If a copy of the check is not provided, payment for these services will not be made or significantly delayed.*

All shipping will be paid on the FWC's shipping account. It is the vendors' responsibility to contact the FWC designee listed on the task assignment to obtain shipping information. The vendor is also responsible for informing the sublet vendor(s) to contact the FWC designee listed on the task assignment to obtain shipping information. *FWC Reserves the right to alter the terms of shipping upon an initial contract review after one year of service based on efficiency of FWC's ability to provide the shipping labels. In the event that after such review FWC determines that shipping should be handled by the vendor, FWC shall notify the vendor and provide appropriate shipping reimbursement procedures for vendor to follow in order to receive shipping cost reimbursement.*

Handling fees, if any, need to be defined within the RFP response, by the vendor for their respective business as well as the methodology for cost computation for invoicing.

Vendor must provide a list (Attachment 4) of what defines a consumable for their respective business. An explanation of "miscellaneous supplies" is not acceptable.

TYPE OF CONTRACT

A task assignment contract is proposed; however, the Commission reserves the right to award another contract type if such will be most advantageous to the Commission and the State of Florida, cost and other factors considered.

The method of payment for maintenance task assignments will be a combination of fee schedule (the list of the charges agreed to by both parties on the task assignment) and cost reimbursement. It is anticipated that services will be compensated on a fee schedule basis as specified in the task assignment notification form and in accordance with the rates supplied by the Contractor on their submitted Price Sheet. The Commission reserves the rights to issue a task assignment to a specific Contractor when circumstances exist that are in the best interest of the State of Florida. These circumstances include, but are not limited to: 1) selected contractor has unique equipment/specific experience required; 2) workload allocation and 3) response time.

NUMBER OF AWARDS

The Commission anticipates the issuance of multiple contracts per region as a result of this RFP. The Commission, at its sole discretion, shall make this determination. In the event that selected contractors for any of the regions are unable to respond for a particular task assignment, or in the event that special equipment or expertise is needed for a particular site, the Commission reserves the right to issue a task assignment to a contractor from another region.

TERM

The contract will be effective from February 1, 2012 to January 31, 2015.

Each task assignment shall be completed by the vendor by the Completion Date specified on the task assignment.

If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Vendor's control, the Vendor may request in writing an extension of the contract term. The Project Manager and

the Contract Administrator, upon review of the extension request, will determine and approve if the extension can be made.

RENEWAL

The Commission has the option to renew this Contract on a yearly basis for a period up to three (3) years after the initial Contract period upon the same terms and conditions contained herein; and the dollar amount may be negotiated up or down by up to five percent (5%) above or below the original or last renewed contract price. Exercise of the renewal option is at the Commission's sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of this Contract and is subject to the availability of funds. The Contractor if it desires to exercise this renewal option will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission.

TERMS AND CONDITIONS

The following terms conditions take precedence over PUR1001 and PUR1000 forms at the back of this document where applicable. The Commission objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In signing and submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or terminating a contract.

The title Project Manager is used interchangeably with Contract Manager throughout this RFP

CONDITIONS AND SPECIFICATIONS

The respondent is required to examine carefully the conditions and specifications of this RFP and to be thoroughly informed regarding any and all requirements of the conditions and specifications.

DEADLINE FOR QUESTIONS

Any questions from vendors that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the Calendar of Events (Page 1). Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the respondent to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System internet site at the following address: http://vbs.dms.state.fl.us/vbs/main_menu. All addendums shall be accompanied by the required Acknowledgement form as explained below in the section on Addendums.

PLEASE NOTE: We have tried to project as close as possible our anticipated needs. If a vendor discovers an omission or oversight they should indicate such in writing to the Procurement Manager no later than the questions due date and time specified in the Calendar of Events.

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Jerilyn Bailey, Procurement Manager
620 South Meridian Street, Room 364
Tallahassee, Florida 32399-1600
850-488-3427
jerilyn.bailey@myfwc.com

LIMITATION ON VENDOR CONTACT DURING SOLICITATION PERIOD

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 manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

PROPOSAL OPENING LOCATION

The public opening of this RFP will be conducted as specified in the Calendar of Events, at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office**, Room 364, 620 South Meridian Street, Tallahassee, Florida, 32399-1600. **PROPOSALS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal documents or the attendance at any related meeting or proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-3427 at least three workdays prior to the opening.

MAILING INSTRUCTIONS

The Vendor shall submit an original hard copy and five (5) electronic copies on separate disks of their proposal to the address listed on page one (1). All proposals must be submitted by proposal due date and time as stated in the Calendar of Events, in a sealed envelope or box marked **"MAINTENANCE FOR FIXED WING AND HELICOPTER AIRCRAFT, RFP NUMBER FWC 11/12-50"**. **The sealed envelope or box shall include the opening date and time, and the Vendor's return address.**

MANDATORY RESPONSIVENESS REQUIREMENTS/PROPOSAL SUBMISSION

Proposal submission should be organized as follows:

TAB A. Respondent Acknowledgment Form (Mandatory Form)

In order for a potential proposer's response to be valid, the proposer shall complete and submit the Respondent Acknowledgment form enclosed herein. By affixing your signature to the Respondent Acknowledgment form, the proposer hereby states that the proposer has read all RFP specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the proposer will provide the Commission under these RFP specifications. The Respondent Acknowledgment form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB B. Contractor Qualification form (Mandatory Form) Attachment 1

The Proposer shall complete and submit the Contractor Qualification form enclosed herein, to document that they are competent and have the necessary resources to fulfill the terms and conditions of this RFP. The Contractor Qualification form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB C. References Form (Mandatory Form) Attachment 2

The Proposer shall complete and submit the References form enclosed herein, to provide a minimum of three (3) references for similar projects completed. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with proposal. The References form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB D. Experience Form (Mandatory Form) Attachment 3

The Proposer shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Proposer's experience of previous work on FWC aircraft, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB E. Project Plan (Mandatory Submission)

The Proposer shall provide a clear, concise description of how they will provide the services requested in this RFP. The plan shall include the following:

1. Demonstration of Understanding of the Services requested in this RFP:
The Proposer shall include information in the Demonstration of Understanding that demonstrates their understanding of the objectives of this RFP.
2. Approach:
The proposer shall clearly describe how they will accomplish the services requested in this RFP.

TAB F. Price Sheet for each region proposed (Mandatory Submission) Price Sheets 1-4

On the pages provided as Price Sheets, the respondent shall provide its costs for the services requested in this solicitation. *The respondent shall submit a separate price sheet for **each region and each make and / or model** for which they are proposing to provide services, i.e. single engine, twin engine fixed wing, or certificated or non-certificated helicopter.* Please only complete the prices sheets applicable to the services you are submitting a bid on. For example, if you do not want to bid on providing Helicopter maintenance services to FWC omit that price sheet from your response. **Failure by the proposer to use the pages provided as the Price Sheet shall result in the respondent being deemed nonresponsive and therefore, rejected.** All price information and data provided on the Price Sheets shall be specific and complete to support the respondent's costs for services requested in this solicitation. The respondent shall provide prices for all items listed on the Price Sheet. The Commission shall utilize these prices in evaluating the price section of the response. These prices/rates shall become a part of the awarded Contractor's contract and shall be used by the awarded contractor when preparing price quotes to the Commission for task assignment quotes and for actual service operations.

TAB G. Vendor's Consumable List (Mandatory Submission) Attachment 4

Vendor must provide a list of consumables for their respective business. An explanation of "miscellaneous supplies" is not acceptable.

TAB H. Addendum Forms (if applicable)Attachment 5

THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.

NOTE: The COMMISSION shall not be responsible for the U.S. Mail or other couriers regarding mail being delivered by the specified date and time so that a proposal may be considered. Proposals received after the opening date and time shall be returned to the vendor. The COMMISSION does not accept faxed or electronically mailed proposals, and if a faxed or electronic mailed proposal is received, it will be automatically rejected as non-responsive.

VENDORS' INQUIRIES

If the RFP specifications could restrict potential Vendor competition, the Vendor may request in writing, to the Commission, that the specifications be changed prior to submission of the RFP. The Commission shall determine what changes to the RFP are acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the changes to this RFP, which shall be posted to the Vendor Bid

System, internet site: http://vbs.dms.state.fl.us/vbs/main_menu. Said specifications shall be considered as the Commission's minimum mandatory requirements. Also, the Commission shall recognize only communications from Vendors, which are signed, by the Vendor and in writing as duly authorized expressions on behalf of the Vendor.

FWC CONTRACT MANAGER

The FWC employee identified below is designated as Project Manager:

Florida Fish & Wildlife Conservation Commission
Angie Stoliker, Contract Manager
3900 Drane Field Road
Lakeland, FL 33811
Telephone: (863) 647-4000 ext 1126
E-mail: angie.stoliker@myfwc.com

SELECTION AND EVALUATION OF PROPOSALS

A committee composed of three (3) to five (5) representatives of the Commission who have experience and knowledge of the required services and/or commodities required, shall independently evaluate and score each of the proposals. The evaluation shall include the overall response to the RFP and the requirements defined in the RFP evaluation criteria.

Each evaluation committee member's score for each Proposal will be added and averaged to determine the final score for each Proposal. The proposal with the highest score shall be awarded the contract.

In cases where Vendors submit proposals that are determined by the Commission's evaluation committee to contain equal or very nearly equal terms, stated herein, the evaluation committee shall have no obligation except to select the proposal which they consider to be in the best interest of the State.

EVALUATION CRITERIA

A. General

1. The Commission reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.
2. A non-responsive proposal shall include, but not be limited to, those that: a) are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. **A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.**
3. The Commission may waive minor informalities or irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which **ARE NOT PREJUDICIAL** to other respondents.

B. Scoring

Up to 100 points shall be awarded based on the categories outlined below.

1. **Prior and Related Experience – Total 50 Point Value**
Proposer's prior business experience as it relates to this project. Consideration shall be given to both the extent and type of prior experience by the Proposer.
2. **Project Plan – Total 15 Point Value**
 - A. Demonstration of Understanding of the Services requested in this RFP
 - B. Approach
3. **Price - Total 35 Point Value**

ECONOMY OF PRESENTATION

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of Vendor's capabilities to satisfy the requirements of this RFP. Elaborate binding, colored displays, and promotional materials are not required; however, examples of services provided may be included as attachments to the proposal. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Vendors follow the format and instructions contained herein. All costs associated with preparing a response to this RFP is the sole responsibility of the respondent.

POSTING OF PROPOSAL TABULATION

Proposal Tabulation, with recommended award, will be posted for review by interested parties on the Vendor Bid System's internet site (http://vbs.dms.state.fl.us/vbs/main_menu) on or about the date indicated in the calendar of events, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or state observed holidays. Any Contractor who desires to protest the recommended award must file a notice of protest with the Purchasing Section, Florida Fish & Wildlife Conservation Commission, 620 S. Meridian Street, Room 364, Tallahassee, Florida 32399-1600, within the time prescribed in Section 120.57(3), Florida Statutes.

Failure to file a protest within time prescribed in Section 120.57 (3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, F. S. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

CONTRACT

This RFP, the successful proposer's response, and the Direct Order/Written Agreement, shall form the contract between the parties. In the event there is any disagreement between the documents, the parties shall refer first to the Request for Proposal then to Vendor's response. The Commission reserves the right to revise the Direct Order/Written Agreement as necessary to meet the requirements of this RFP.

TEN POINTS RULE

To ensure that the Commission selected contractors provide the best service, the following schedule of "points" will be used to determine quality workmanship and care. Final determination of assessment of points shall be made by the Commission.

Contractors found culpable of any of the following issues shall be penalized the corresponding point value for said issue, and notified of the incident in writing. Upon accrual of ten (10) points, the Contractor shall be terminated for cause and the Contractor will be unable to participate in any new Commission issued solicitation for a period of one (1) year from date of written notification by the Commission.

ISSUED PENALTY (PER EVENT)

1. *Failure to notify responsible party of additional parts and or labor expenses above and beyond the task assignment (2)*
2. *Failure to provide invoice within 30 days of aircraft departure. (2)*
3. *Failure to have maintenance logbook entries completed when pilot arrives for pre-flight of aircraft. (5)*
4. *Pilot pre-flight inspection reveals vendor tools or other maintenance items found that are not a part of the aircraft. (5)*
5. *Pilot pre-flight inspection reveals safety of flight discrepancy as a result of vendor's action or inaction.(3)*
6. *Does not allow on site review of maintenance discrepancies or progress (1)*
7. *Unexplained cost overruns more than 5% over estimate (3)*

VERBAL INSTRUCTION PROCEDURE

Vendors may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Vendor as a result of any discussion with any

Commission employee. Only those communications from the Commission that are in writing, may be considered as a duly authorized expression on behalf of the Commission.

ADDENDUMS

If the COMMISSION finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the RFP period an addendum shall be posted on the Vendor Bid System internet site: http://vbs.dms.state.fl.us/vbs/main_menu. An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized vendor representative, dated, and returned to the COMMISSION prior to the opening date and time specified in the Calendar of Events. Each vendor is responsible for monitoring the Vendor Bid System site for new or changing information relative to this procurement.

NOTICE TO PROCEED

The successful respondent shall not initiate work under this contract until the required insurance documents have been received by the Commission. The respondent may begin work once it has received an official written Notice to Proceed from the Project Manager.

CERTIFICATE OF CONTRACT COMPLETION

The Project Manager shall conduct a final inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work, as determined by the project manager, the Contractor shall send the Project Manager a notarized Certificate of Contract Completion (Attachment A) and the contract shall be deemed completed upon the issuance date of such Certificate.

DELIVERABLES

The following services or service tasks are identified as deliverables for the purposes of this Contract:

- a.) Performance of all services set forth in the Scope of Work.
- b.) Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

PERFORMANCE AND MONITORING

The CONTRACTOR shall perform the services described in the Scope of Work in 100% compliance with all of the Terms and Conditions of this Contract. The Commission's Contract Manager and/or his designee will monitor the Contractor's service delivery to determine if the Contractor has achieved the required level of performance. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. If the Commission determines that the Contractor failed to meet any of the Terms and Conditions of this Contract, the Contractor will be sent a formal written contract notice. Within ten (10) days of receipt of notice the Contractor shall provide with Commission with a formal written Corrective Action Plan in response to all noted deficiencies. The Contractor shall correct all identified deficiencies within forty-five (45) days of notice. The Commission may conduct follow-up monitoring at any time to determine compliance based on the submitted Corrective Action Plan. Failure to meet 100% compliance with all of the Terms and Conditions of this Contract or failure to correct the deficiencies identified in the notice within the time frame specified may result in liquidated damages, and/or termination of this Contract in accordance with the Termination section.

LIQUIDATED DAMAGES

If the Contractor fails to complete the work or the conditions of the Purchase Order Contract and/or Amendments by the completion date, the Commission shall have the right to deduct from any amount due and payable to the Contractor, as liquidated damages, in an amount of \$500.00 per calendar day. All liquidated damages assessed after the agreed to work completion date will include every day of the week (weekdays and weekends). Exceptions to this may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Project Manager.

LICENSURE

The Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the Commission upon request.

INSURANCE REQUIREMENTS

1. Workers' Compensation

To the extent required by law, the Contractor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2. Vendor's Public Liability and Property Damage Insurance

The vendor shall secure and maintain, during the life of this contract, comprehensive general liability insurance as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by vendor or by vendor's agents or employees in the amount that such insurance shall be the minimum limit as follows:

1. Bodily Injury Liability - \$300,000 each incident
2. Property Damage Liability for Fixed Wing Aircraft - \$500,000 each incident
3. Property Damage Liability for Helicopters - \$1,000,000.00 each incident

The vendor hereby agrees to indemnify and hold the Commission harmless from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under this contract and shall investigate all claims of every nature at its expense. In addition, the vendor agrees to be responsible for any injury or property damage resulting from any activities conducted under this agreement.

The Commission shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or sub-contractor providing such insurance.

The Contractor shall provide and maintain the insurance as set forth in this contract and shall not cause this coverage to lapse for any reason during the life of the contract.

CERTIFICATE OF INSURANCE

The Contractor agrees to supply proof of insurance to the Commission's Tallahassee Purchasing Office within five (5) calendar days after execution of the Purchase Order/Contract, with the types and coverage outlined herein by the Commission. The proof of insurance must contain the RFP number and all

insurance policies shall be through insurers authorized or eligible to write policies in Florida. Copies are acceptable and can be faxed to (850) 921-2500.

DAMAGES TO STATE PROPERTY

Any damages to state property caused by the Vendor while working on this project shall be the responsibility of the vendor to remedy, as determined by the Commission. The vendor shall be responsible for the conduct of all vendor personnel at all times.

SUBCONTRACTS

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent from the Contract Manager or designee, enter into written subcontract(s) for performance of certain functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

TERMINATION FOR DEFAULT

This contract shall terminate immediately upon the Commission giving written notice to the Contractor in the event of fraud, willful misconduct, failure to perform work in an appropriate and timely manner, or other breach of this contract. If this contract is terminated because of a failure on the part of the Contractor to fulfill his/her undertakings under this contract, the Commission may order the contractor to cease all work and assume the work and services and perform them to completion under the contract specifications or otherwise. Upon such order and completion of work by the Commission, the Contractor shall be liable to the Commission for any excess cost occasioned to the Commission thereby.

In such an event, the Contractor may be found in default and removed from the Department of Management Services' approved Vendor list as per 60A-1.006 of the Florida Administrative Code; it is also possible the company may be removed from the State of Florida's approved Vendor list.

TERMINATION FOR CONVENIENCE

The Commission may terminate this Contract at any time with or without cause by a written notice by certified mail, return receipt requested, from the Commission to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and services. If the contract is terminated for the convenience of the Commission, payment to the Contractor will be made promptly at the contract price for that portion of work actually performed and accepted.

Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

FAMILIARITY WITH LAWS

The Vendor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The vendor shall comply with all laws and rules applicable to the vendor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Vendor will in no way relieve him from responsibility.

ELIGIBILITY

The Vendor shall be licensed as necessary to perform under this contract as may be required by law, rule, or regulation; and shall provide evidence of such compliance to the Commission upon request.

By acceptance of this contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor, and that the Contractor shall comport with Chapter 287, F.S., and all other applicable rules and laws.

Unless otherwise provided herein, the Commission will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Contract.

RELATIONSHIP OF THE PARTIES

The parties agree that there is no conflict of interest or any other prohibited relationship between the Vendor/Contractor and the Commission.

PROHIBITION OF UNAUTHORIZED ALIENS

In accordance with Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

The Contractor shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

NON-DISCRIMINATION

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not award or perform work as a Vendor/Contractor, supplier, Subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PUBLIC ENTITY CRIMES

In accordance with Section 287.133(2)(b), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, Vendor/Contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount

provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract may be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), F.S. The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street North
St. Petersburg, Florida 33716
Phone (727) 572-1987

COMMITMENT OF FUNDS

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

PAYMENT OF FUNDS

The Commission shall pay the Vendor for satisfactory service upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Contract Manager or designee. The Commission shall not provide advance payment. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All vendors should refer to the Scope of Work Section 5 for required invoicing. Invoices shall be submitted to the Contract Manager or the designee.

PROMPT PAYMENT CLAUSE

Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless RFP specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at 850/488-3323 or Purchasing Office at 850/488-3427. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

VENDOR REGISTRATION

Each vendor desiring to do business with the State through the on-line procurement system is pre-qualified to do so, and shall register, unless exempted, in the MyFloridaMarketPlace system. Respondent agrees to self-register for MyFloridaMarketPlace. For more information and to register please go to <https://vendor.myfloridamarketplace.com> and navigate to the Online Vendor Registration section under Vendors.

The address the company has registered under has to be the address listed on the response, and has to be the address entered on the Respondent Acknowledgment form in order for the response to be valid. Information about the registration process is available, and registration may be completed, at the

MyFloridaMarketPlace website above. Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-FLA-EPRO, (866-352-3776) or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

VENDOR TRANSACTION FEES

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

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

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

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

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.047, F.A.C., and Section 287.042(16)(a) F.S., other State of Florida agencies may purchase from the resulting contract of this RFP, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Vendor's consent.

Other State of Florida governmental entities and eligible users may also request of the Vendor to be able to use this contract. If the Vendor agrees to other entities to utilize this RFP contract, such agencies shall coordinate their use of this contract with the Florida Fish and Wildlife Conservation Commission in order to reduce scheduling conflicts.

PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

Unless specifically exempt by law, all records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

PUBLIC RECORDS

The Commission reserves the right to unilaterally cancel this contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 F.S., and made or received by the Contractor in conjunction with this contract.

RECORD KEEPING REQUIREMENTS

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract, in accordance with generally accepted accounting principals. The Contractor shall allow the Commission, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material.

Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this contract. In the event any work is subcontracted, the Contractor shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.

The Contractor hereby agrees that all documents (data, reports, research, surveys, etc.) in hard copy or electronic that are collected or used for this project are the sole property of the Commission. The Contractor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets or other proprietary rights with respect to such documents. Upon request by the Commission at any time during and for 5 years after the expiration of this agreement, Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

RIGHTS IN PROPERTY, COPYRIGHTS, AND INVENTIONS

The Commission reserves the right to determine the disposition of its title and rights to any inventions and/or processes that may result from any experimental or developmental research performed under this Contract. If Federal funding is involved in support of this Contract, the Federal Government may reserve ultimate jurisdiction over title and right privileges.

Regardless of title or ownership of the products and materials developed under this Contract, the Commission and the State of Florida shall reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for non-competing governmental purposes. If Federal funding is involved in support of this Contract, the Federal Government shall also reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for governmental purposes.

Should the Contractor cease providing services hereunder to FWC, as a result of termination, expiration or in any other manner, FWC shall retain an unlimited license in all video, world wide web (WWW) sites, and printed materials created as a result of this Project whatsoever for further research, educational purposes, for publication, to provide access required by Florida's public records law or any other purpose related to FWC's duties under law.

SEVERABILITY AND CHOICE OF VENUE

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

JURY TRIAL WAIVER

As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract.

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a response, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such response, have complied with the applicable provisions of Chapter 620, Florida Statutes. For further

information on required filing and forms, please go to the following sites:
<http://www.sunbiz.org/index.html> or <http://www.dos.state.fl.us/>.

FLORIDA EMERGENCY SUPPLIER NETWORK

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network. Suppliers will identify emergency products and services available, emergency contact information, plans to maintain their operations and supply chain in emergency circumstances, and pricing arrangements.

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with a certificate identifying their business as a member of the Florida Emergency Supplier Network. Please go to the following website to obtain a FESN application and contract:

http://dms.myflorida.com/dms/purchasing/florida_emergency_network/florida_emergency_supplier_network_fesn

RELATIONSHIP OF THE PARTIES

The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

The parties agree that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

**FWC 11/12-50
FIXED WING
PRICE SHEET 1**

CONTRACTOR NAME: _____

REGION: _____

Make & Model: _____

PLEASE NOTE: The respondent shall submit a separate price sheet for each region for which they are proposing to provide services. If the respondent does not perform, or chooses not to bid, on the services requested on this price sheet, this price sheet can be omitted from the respondent's proposal package

The initial contracts awarded from this bid will have a three year term. Please provide a price for each year of the initial contract. Each blank space must be completed on "Price Sheet 1" with a numerical value or not applicable (NA) or the response shall be deemed non-responsive and therefore rejected. Price shall be less Florida sales or use taxes. The respondent recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service.

FIXED WING 1st YEAR PRICES

- A. Hourly labor rate \$ _____
- B. After hours hourly rate \$ _____
- C. Flat rate for inspections
 - C1. 50 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C2. 100 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C3. Annual inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
- D. Sublet repairs mark up percentage rate: _____%
- E. Replacement parts & sublet repairs will be quoted separately after an evaluation of the aircraft. (This quote should be provided to the FWC designee for approval.)
- F. Offsite Recovery Rates
 - Hourly rate \$ _____
 - Flat rate \$ _____
- G. If consumables are used, complete the potential corresponding maximum flat rate for consumables used, if there is no charge for consumables complete with an NA. The amounts listed below are reflective of total labor costs per invoice:
 - \$1.00 to 100.00 \$ _____
 - \$100.01 to 500.00 \$ _____
 - \$500.01 to 3,000.00 \$ _____
 - \$3,000.01 to 10,000.00 \$ _____
 - \$10,000.01 to 25,000.00 \$ _____

FIXED WING 2nd YEAR PRICES

- A. Hourly labor rate \$ _____
- B. After hours hourly rate \$ _____
- C. Flat rate for inspections
 - C1. 50 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C2. 100 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C3. Annual inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
- D. Sublet repairs mark up percentage rate: _____%
- E. Replacement parts & sublet repairs will be quoted separately after an evaluation of the aircraft. (This quote should be provided to the FWC designee for approval.)
- F. Offsite Recovery Rates
 - Hourly rate \$ _____
 - Flat rate \$ _____
- G. If consumables are used, complete the potential corresponding maximum flat rate for consumables used, if there is no charge for consumables complete with an NA. The amounts listed below are reflective of total labor costs per invoice:
 - \$1.00 to 100.00 \$ _____
 - \$100.01 to 500.00 \$ _____
 - \$500.01 to 3,000.00 \$ _____
 - \$3,000.01 to 10,000.00 \$ _____
 - \$10,000.01 to 25,000.00 \$ _____

FIXED WING 3rd YEAR PRICES

- A. Hourly labor rate \$ _____
- B. After hours hourly rate \$ _____
- C. Flat rate for inspections
 - C1. 50 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C2. 100 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C3. Annual inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
- D. Sublet repairs mark up percentage rate: _____%
- E. Replacement parts & sublet repairs will be quoted separately after an evaluation of the aircraft. (This quote should be provided to the FWC designee for approval.)

F. Offsite Recovery Rates

Hourly rate \$ _____

Flat rate \$ _____

G. If consumables are used, complete the potential corresponding maximum flat rate for consumables used, if there is no charge for consumables complete with an NA. The amounts listed below are reflective of total labor costs per invoice:

\$1.00 to 100.00 \$ _____

\$100.01 to 500.00 \$ _____

\$500.01 to 3,000.00 \$ _____

\$3,000.01 to 10,000.00 \$ _____

\$10,000.01 to 25,000.00 \$ _____

Handling fees, if any, shall be paid based on methodology provided by the vendor.

BY SIGNING BELOW I ATTEST THAT I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH THE SERVICE AT THE PRICE QUOTED ABOVE. I HEREBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION.

Vendor/Contractor _____ Title _____

Address _____ Fax _____

Signed _____ City/State/Zip _____

Print Name _____ Telephone _____

**FWC 11/12-50
HELICOPTER
PRICE SHEET 2**

CONTRACTOR NAME: _____

REGION: _____

Make & Model: _____

PLEASE NOTE: The respondent shall submit a separate price sheet for each region for which they are proposing to provide services. If the respondent does not perform, or chooses not to bid, on the services requested on this price sheet, this price sheet can be omitted from the respondent's proposal package

The initial contracts awarded from this bid will have a three year term. Please provide a price for each year of the initial contract. Each blank space must be completed on "Price Sheet 2" with a numerical value or not applicable (NA) or the response shall be deemed non-responsive and therefore rejected. Price shall be less Florida sales or use taxes. The respondent recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service.

HELICOPTER 1st YEAR PRICES

- A. Hourly labor rate \$ _____
- B. After hours hourly rate \$ _____
- C. Flat rate for inspections
 - C1. 25 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C2. 50 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C3. 100 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C4. 300 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C5. Annual inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C6. 6 month Calendar inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
 - C7. 12 month Calendar inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
- D. Sublet repairs mark up percentage rate: _____%
- E. Replacement parts & sublet repairs will be quoted separately after an evaluation of the aircraft. (This quote should be provided to the FWC designee for approval.)
- F. Offsite Recovery Rates
 - Hourly rate \$ _____
 - Flat rate \$ _____
- G. If consumables are used, complete the potential corresponding maximum flat rate for consumables used, if there is no charge for consumables complete with an NA. The amounts listed below are reflective of total labor costs per invoice:

\$1.00 to 100.00 \$ _____

\$100.01 to 500.00 \$ _____

\$500.01 to 3,000.00 \$ _____

\$3,000.01 to 10,000.00 \$ _____

\$10,000.01 to 25,000.00 \$ _____

HELICOPTER 2nd YEAR PRICES

A. Hourly labor rate \$ _____

B. After hours hourly rate \$ _____

C. Flat rate for inspections

C1. 25 hour inspection \$ _____

Please convert to an estimated number of hours for inspection = _____ hrs

C2. 50 hour inspection \$ _____

Please convert to an estimated number of hours for inspection = _____ hrs

C3. 100 hour inspection \$ _____

Please convert to an estimated number of hours for inspection = _____ hrs

C4. 300 hour inspection \$ _____

Please convert to an estimated number of hours for inspection = _____ hrs

C5. Annual inspection \$ _____

Please convert to an estimated number of hours for inspection = _____ hrs

C6. 6 month Calendar inspection \$ _____

Please convert to an estimated number of hours for inspection = _____ hrs

C7. 12 month Calendar inspection \$ _____

Please convert to an estimated number of hours for inspection = _____ hrs

D. Sublet repairs mark up percentage rate: _____ %

E. Replacement parts & sublet repairs will be quoted separately after an evaluation of the aircraft. (This quote should be provided to the FWC designee for approval.)

F. Offsite Recovery Rates

Hourly rate \$ _____

G. If consumables are used, complete the potential corresponding maximum flat rate for consumables used, if there is no charge for consumables complete with an NA. The amounts listed below are reflective of total labor costs per invoice:

\$1.00 to 100.00 \$ _____

\$100.01 to 500.00 \$ _____

\$500.01 to 3,000.00 \$ _____

\$3,000.01 to 10,000.00 \$ _____

\$10,000.01 to 25,000.00 \$ _____

HELICOPTER 3rd YEAR PRICES

A. Hourly labor rate \$ _____

B. After hours hourly rate \$ _____

C. Flat rate for inspections

- C1. 25 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
- C2. 50 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
- C3. 100 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
- C4. 300 hour inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
- C5. Annual inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
- C6. 6 month Calendar inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs
- C7. 12 month Calendar inspection \$ _____
Please convert to an estimated number of hours for inspection = _____ hrs

D. Sublet repairs mark up percentage rate: _____%

E. Replacement parts & sublet repairs will be quoted separately after an evaluation of the aircraft. (This quote should be provided to the FWC designee for approval.)

F. Offsite Recovery Rates

Hourly rate \$ _____

Flat rate \$ _____

G. If consumables are used, complete the potential corresponding maximum flat rate for consumables used, if there is no charge for consumables complete with an NA. The amounts listed below are reflective of total labor costs per invoice:

\$1.00 to 100.00 \$ _____

\$100.01 to 500.00 \$ _____

\$500.01 to 3,000.00 \$ _____

\$3,000.01 to 10,000.00 \$ _____

\$10,000.01 to 25,000.00 \$ _____

Handling fees, if any, shall be paid based on methodology provided by the vendor.

BY SIGNING BELOW I ATTEST THAT I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH THE SERVICE AT THE PRICE QUOTED ABOVE. I HEREBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION.

Vendor/Contractor _____ Title _____

Address _____ Fax _____

Signed _____ City/State/Zip _____

Print Name _____ Telephone _____

**FWC 11/12-50
AVIONICS
PRICE SHEET 3**

CONTRACTOR NAME: _____

REGION: _____

PLEASE NOTE: The respondent shall submit a separate price sheet for each region for which they are proposing to provide services. If the respondent does not perform, or chooses not to bid, on the services requested on this price sheet, this price sheet can be omitted from the respondent's proposal package

The initial contracts awarded from this bid will have a three year term. Please provide a price for each year of the initial contract. Each blank space must be completed on "Price Sheet 3" with a numerical value or not applicable (NA) or the response shall be deemed non-responsive and therefore rejected. Price shall be less Florida sales or use taxes. The respondent recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service.

AVIONICS 1st YEAR PRICES

- A. Flat rate for avionics \$ _____
- B. Avionics hourly rate \$ _____
- C. Sublet repairs mark up percentage rate: _____%

AVIONICS 2nd YEAR PRICES

- A. Flat rate for avionics \$ _____
- B. Avionics hourly rate \$ _____
- C. Sublet repairs mark up percentage rate: _____%

AVIONICS 3rd YEAR PRICES

- A. Flat rate for avionics \$ _____
- B. Avionics hourly rate \$ _____
- C. Sublet repairs mark up percentage rate: _____%

Handling fees, if any, shall be paid based on methodology provided by the vendor.

BY SIGNING BELOW I ATTEST THAT I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH THE SERVICE AT THE PRICE QUOTED ABOVE. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION.

Vendor/Contractor _____ Title _____

Address _____ Fax _____

Signed _____ City/State/Zip _____

Print Name _____ Telephone _____

FWC 11/12-50
ENGINES REPAIR/INSPECTIONS
PRICE SHEET 4

CONTRACTOR NAME: _____

REGION: _____

Engine Type: _____

PLEASE NOTE: The respondent shall submit a separate price sheet for each region for which they are proposing to provide services. If the respondent does not perform, or chooses not to bid, on the services requested on this price sheet, this price sheet can be omitted from the respondent's proposal package

The initial contracts awarded from this bid will have a three year term. Please provide a price for each year of the initial contract. Each blank space must be completed on "Price Sheet 3" with a numerical value or not applicable (NA) or the response shall be deemed non-responsive and therefore rejected. Price shall be less Florida sales or use taxes. The respondent recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service.

ENGINE: Rolls-Royce 250 Series (250-C20, 250-C20J, 250-C30P, T63-A720)
ENGINE: Honeywell Model T53-L13B

ENGINES REPAIR/INSPECTION 1st YEAR PRICES

- A. Hourly labor rate \$ _____
- B. Rolls-Royce Parts current retail price percentage off: _____%
- C. Parts Manufacturer Approval (PMA) current retail price percentage off: _____%

ENGINES REPAIR/INSPECTION 2nd YEAR PRICES

- A. Hourly labor rate \$ _____
- B. Rolls-Royce Parts current retail price percentage off: _____%
- C. Parts Manufacturer Approval (PMA) current retail price percentage off: _____%

ENGINES REPAIR/INSPECTION 3rd YEAR PRICES

- A. Hourly labor rate \$ _____
- B. Rolls-Royce Parts current retail price percentage off: _____%
- C. Parts Manufacturer Approval (PMA) current retail price percentage off: _____%

Handling fees, if any, shall be paid based on methodology provided by the vendor.

BY SIGNING BELOW I ATTEST THAT I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH THE SERVICE AT THE PRICE QUOTED ABOVE. I HEREBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION.

Vendor/Contractor _____ Title _____

Address _____ Fax _____

Signed _____ City/State/Zip _____

Print Name _____ Telephone _____

ATTACHMENT 1

FWC 11/12-50

CONTRACTOR QUALIFICATION FORM

The Vendor is a:

- Corporation**
- Individual**
- Non Profit**
- Partnership**

Name of Vendor _____

Principal Office Address _____

Define Work Hours: _____

Define After Hours: _____

Official Representative _____

The Vendor identified herein shall mean the individual, representative/president of the non-profit organization, the partnership itself, or if a corporation, the corporation itself.

1. Each Vendor must be authorized to do business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States. Proof of same must be provided. If a new corporation is to be formed, provide full information as may be required.

2. Each Vendor must certify, and proof may be required, that it can carry out all the conditions required of it.

ADDITIONAL LEGAL REQUIREMENTS

All corporations seeking to do business with the State shall, at the time of contract execution be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. To be eligible for consideration, each corporation shall have inserted its corporate charter number in the space provided on the "Request For Proposal Contractual Services Acknowledgment Form", or, if applicable, have attached to its proposal a signed statement to the effect that said corporation is exempt from the above-described requirements of Chapter 607, Florida Statutes, and set forth particular reason(s) thereof.

If a corporation, answer the following:

When incorporated _____

In what State _____

If a foreign corporation, date of registration with Florida Secretary of State, and name and address of Resident Agent

Operating Officers

President's Name _____

Address _____

Phone _____

Vice President's Name _____

Address _____

Phone _____

Treasurer's Name _____

Address _____

Phone _____

Board of Directors

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

If an Individual, Non-Profit, or Partnership, answer the following:

Date of organization _____

General or limited partnership _____

Name and address of each Partner:

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

ADDITIONAL QUALIFICATIONS:

Please answer all the following questions with a Yes, No, or Not Applicable (NA).

- 1) Does vendor agree to consult with FWC's Director of Maintenance when needed?
- 2) Does vendor agree to permit on-site review of aircraft and discrepancies while aircraft is in maintenance? (FWC personnel permitted in shop areas).
- 3) Does vendor agree to provide assistance when needed to diagnosis or provide technical expertise related to unexpected aircraft maintenance issues?
- 4) Is vendor willing to provide assistance after hours?
- 5) Does the vendor have fuel available if they are not located on an airfield with fueling services?
- 6) Does the helicopter vendor have a pilot on staff qualified to complete run up checks?
- 7) Does the vendor have access to electronic mail?
- 8) Will the vendor respond to break downs or problems occurring in the field at a location other than their listed facilities?

The Contractor understands that information contained in the *Contractor Qualification Form* is to be relied upon by the Commission, and such information is warranted by the Contractor to be true. The undersigned Contractor agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualification and stability of the Contractor, as may be required by the Commission.

The Contractor understands that the Commission has the right to verify the information submitted and to seek any additional information relating to Contractor qualifications and stability.

Authorized Signature: _____

Print Name _____

Date _____

ATTACHMENT 2
FWC 11/12-50

REFERENCES FORM

A minimum of three (3) references from persons or firms for whom the respondent has performed similar jobs as per the specifications in this RFP must be supplied with the response. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the vendor's response. Provide a description (scope of work) of each job.

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: (____) _____ E-MAIL ADDRESS: _____

JOB DATE(S): _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: (____) _____ E-MAIL ADDRESS: _____

JOB DATE(S): _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: (____) _____ E-MAIL ADDRESS: _____

JOB DATE(S): _____

DESCRIPTION (SCOPE OF WORK): _____

VENDOR NAME

AUTHORIZED SIGNATURE

**ATTACHMENT 3
FWC 11/12-50**

EXPERIENCE FORM

Information should include a chronological list (starting with most recent experience first) of Proposer's experience with previous work on aircraft and FWC aircraft, a description of the services provided for each operation, and duration of each project.

EXPERIENCE:

Dates of Experience: _____ TO _____

EXPERIENCE:

Dates of Experience: _____ TO _____

EXPERIENCE:

Dates of Experience: _____ TO _____

EXPERIENCE:

Dates of Experience: _____ TO _____

VENDOR NAME

AUTHORIZED SIGNATURE

EXAMPLE
TASK ASSIGNMENT NOTIFICATION FORM
FWC CONTRACT NUMBER XXXXX

Task Assignment Number: _____ Date: _____

Contractor Name: _____

Contractor Representative Name: _____

Contractor Representative Telephone Number: _____

FWC Contract Manager Primary: _____

FWC'S Shipping Point of Contact: _____

Task Description: _____

Deliverables (include due date for each): _____

Period of Task Performance: Task Assignment Execution through _____

Task Assignment Payment Type:	AMOUNT NOT TO EXCEED:
Fixed Price:	\$ _____
Estimated Costs:	\$ _____
Estimated Total Task Value:	\$ _____

Please note: The FWC Contract Manager must give prior written approval before any additional/unexpected repairs are made. The estimated total task value cannot be exceeded.

Approvals:

Contractor Representative Date

FWC Contract Manager Date

cc: FWC Contracts Section
 Accounting Services Section

Contents

1. Definitions.
 2. Purchase Orders.
 3. Product Version.
 4. Price Changes Applicable only to Term Contracts.
 5. Additional Quantities.
 6. Packaging.
 7. Inspection at Contractor's Site.
 8. Safety Standards.
 9. Americans with Disabilities Act.
 10. Literature.
 11. Transportation and Delivery.
 12. Installation.
 13. Risk of Loss.
 14. Transaction Fee.
 15. Invoicing and Payment.
 16. Taxes.
 17. Governmental Restrictions.
 18. Lobbying and Integrity.
 19. Indemnification.
 20. Limitation of Liability.
 21. Suspension of Work.
 22. Termination for Convenience.
 23. Termination for Cause.
 24. Force Majeure, Notice of Delay, and No Damages for Delay.
 25. Changes.
 26. Renewal.
 27. Purchase Order Duration.
 28. Advertising.
 29. Assignment.
 30. Antitrust Assignment
 31. Dispute Resolution.
 32. Employees, Subcontractors, and Agents.
 33. Security and Confidentiality.
 34. Contractor Employees, Subcontractors, and Other Agents.
 35. Insurance Requirements.
 36. Warranty of Authority.
 37. Warranty of Ability to Perform.
 38. Notices.
 39. Leases and Installment Purchases.
 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
 41. Products Available from the Blind or Other Handicapped.
 42. Modification of Terms.
 43. Cooperative Purchasing.
 44. Waiver.
 45. Annual Appropriations.
 46. Execution in Counterparts.
 47. Severability.
1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
- (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.
- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate

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

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

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

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

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprourement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

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

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

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

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

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

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the

Florida Department of State (available at: <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>).

The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

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

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

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

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

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the

Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

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

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering office within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or

agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

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

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

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

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

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

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

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

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

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

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

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridell.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

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

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

PUR1000 (10/06)
60A-1.002, F.A.C.

State of Florida
PUR 1001
General Instructions to Respondents

Contents

1. DEFINITIONS.
2. GENERAL INSTRUCTIONS.
3. ELECTRONIC SUBMISSION OF RESPONSES.
4. TERMS AND CONDITIONS.

5. QUESTIONS.
6. CONFLICT OF INTEREST.
7. CONVICTED VENDORS.
8. DISCRIMINATORY VENDORS.
9. RESPONDENT'S REPRESENTATION AND AUTHORIZATION.
10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.
11. PERFORMANCE QUALIFICATIONS.
12. PUBLIC OPENING.
13. ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD.
14. FIRM RESPONSE.
15. CLARIFICATIONS/REVISIONS.
16. MINOR IRREGULARITIES/RIGHT TO REJECT.
17. CONTRACT FORMATION.
18. CONTRACT OVERLAP.
19. PUBLIC RECORDS.
20. PROTESTS.
21. Limitation on Vendor Contact with Agency During Solicitation Period

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

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

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

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

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

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;

- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by

the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation

of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. 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.

PUR 1001 (10/06)
60A-1.002(7), F.A.C