



Florida Department of  
Law Enforcement

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*Commissioner*

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Jimmy Patronis, *Chief Financial Officer*  
Nikki Fried, *Commissioner of Agriculture*

**DATE:** June 5, 2019  
**SOLICITATION NUMBER:** FDLE ITB 1937  
**SOLICITATION TITLE:** Fixed Wing Aircraft / Midsize Business Jet  
**REPLY OPENING:** June 20, 2019  
**ADDENDA NUMBER:** One (1)

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

**Remove:** The ITB 1937 pages 1, 3, 4, 5, 8, 12, 13, 17, 18, and 20 from the May 23, 2019 document, and

**Insert:** The attached ITB 1937 pages marked Amended June 5, 2019.

All other terms and conditions of the ITB remain unchanged.

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

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

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

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT**

**FDLE ITB 1937**

**Fixed Wing Aircraft / Midsize Business Jet**

**WRITTEN ANSWERS TO VENDOR QUESTIONS**

**June 5, 2019**

Q.1		Bombardier has either the Learjet 75 or Challenger 350 that could meet a number of the bid's requirements. However, per section 3.8, "Vendors are limited to one proposed aircraft per Bid response, and one response per Vendor." Does the FDLE have a preference in how we should respond (either Learjet 75 or Challenger 350), or in this particular case would we be allowed to propose both models without being considered non-compliant?
A.1		Section 3.8 states: "Vendors are limited to one proposed aircraft per Bid response, and one response per Vendor". Pursuant to Section 3.21 of the ITB, award will be made to the responsive and responsible Bidder who offers the lowest responsive Total Bid Price.
Q.2		Is the expectation of the FDLE that the Vendor/Bidder will comply with all of the requirements contained in section 2, without any exception?
A.2		Yes.
Q.3		Approximately when does FDLE think they will advise of their notice of intent for the bid award and contract signature?
A.3		The Notice of Intent to award will advertise upon completion of the Bid evaluation process. Contract signature cannot be determined at this time.
Q.4		Pursuant to question 3, should we plan on a theoretical 2019 delivery for the aircraft?
A.4		Yes. Barring any complications or delays relating to this procurement process, FDLE does anticipate a 2019 delivery of the aircraft.
Q.5		What airport will the aircraft be based at (will it be based at TLH?), and are there specific routes, city pairs, or range maps that are of particular interest to FDLE?
A.5		Yes, based from TLH and North America maps.
Q.6	Section 2.3	Is vendor issued financing a requirement, or would third party financing, arranged with the help of the vendor, be agreeable? Is there any flexibility on the term (i.e. could a term of less than 20 years potentially be agreed to?)
A.6		Vendor financing for the awarded aircraft is removed from this ITB. Please see Amendment Number One (1).
Q.7	Regarding section 2.5	Will the onsite inspection occur at our Bombardier facilities or onsite meaning in Florida?
A.7		Per Section 2.5, onsite inspection details will be coordinated post award.
Q.8	Section 2.5 & 2.6	Is the FDLE open to having the inspection and delivery/acceptance at our Florida Service facility? Also would FDLE open to do inspection, acceptance and delivery be at different locations?
A.8		The physical maintenance inspection and flight test provided under Section 2.5 will occur at an agreed-upon location post award. Pursuant to section 2.6, Delivery and Acceptance will occur at TLH.
Q.9		We have accessed the VBS site, but are unsure how to learn/see if addenda have been posted. Please advise how we may do so.

A.9		Any posted addenda will be listed in “Downloadable Files for Advertisement” on the VBS webpage for this ITB. All documents will be posted in this field for public access throughout the solicitation process.
Q.10	Section 3.6	Should we register for both of these product classes?
A.10		It is the option of the vendor to register for one or both commodity codes; however, it is recommended to register for at least one of these commodity codes in order to receive automatic email notifications from the MFMP VBS as they are published.
Q.11	Section 3.11	Does this mean that any future Purchase Agreement cannot include terms and conditions other than those outlined in this document?
A.11		No.
Q.12		Clarification re. 3.13 bullet A – what are other mandatory requirements in terms of required documents please?
A.12		Section 3.13(A) is meant to express that the submission of certain documents is a necessary step toward a bid submission being considered responsive, but mere submission of said documents is not, standing alone, sufficient to render a bid submission responsive. The content of Bidder submissions must sufficiently demonstrate to FDLE that all mandatory requirements are met.
Q.13	Section 3.14	In-State Preference, second paragraph: please clarify expectations for the content of this opinion, why it is required in the context of the bid, and whether we must use an in-house counsel or if external counsel may be used.
A.13		This is required by Florida law, specifically Section 287.084(2), Florida Statutes. Any attorney at law who is licensed to practice in the state of the Bidder’s principal place of business may provide the required written opinion.
Q.14	Section 5	Please clarify: does this mean that the entire purchase price would be funded as of delivery? Our typical process involves a payment due at contract signing, installment payments, and then the balance of the purchase price due at delivery. Is this acceptable?
A.14		Payment schedule to the Vendor will be arranged with the finance company and in accordance with Section 215.422, Florida Statutes.
Q.15	Section 5	If Bidder’s normal delay for inspection and acceptance is shorter than 30 days (unless a longer time is required due to findings) would this be acceptable?
A.15		Possibly, but bidders should be prepared for this to take up to 30 days.
Q.16	Attachment E – section 16	Does this mean that an eventual fully populated and negotiated purchase agreement would have to be made public? If so, would it be acceptable to provide a redacted version of the agreement for this purpose?
A.16		The purchase agreement and purchase price will become a public record. A bidder may provide a redacted version of the agreement; however redactions must be limited in scope and based upon an exemption provided by Florida’s public records laws in order for a redaction to stand.
Q.17	Attachment E	Is the expectation of the FDLE that the Vendor/Bidder will comply with all of the requirements or will there be room to negotiate some of the terms and conditions.
A.17		FDLE anticipates that the contract resulting from this ITB will incorporate all terms and conditions identified within the ITB documents.
Q.18		Do you expect to see a draft/boilerplate version of our standard purchase agreement included in the submitted response to the bid?
A.18		No. FDLE only expects to see the items required by the ITB in each response.
Q.19	Attachment A	As regards “total time” in the table, shall the Bidder herein include the current time and cycles at the time of the Bid?

A.19		Yes, see Section 2, page 5 of the ITB.
Q. 20	Attachment E FDLE T&Cs, Article 11	ITB Pg. 24: 11 – Indemnification Does the State have the ability to remove the indemnity in Article 11 that requires the contracting party to indemnify the Department for personal injury and property damage? The State would have the ability to pursue TAI under various theories of law and under the terms of the contract without an indemnity.
A.20		FDLE anticipates that the contract resulting from this ITB will incorporate all terms and conditions identified within the ITB documents.
Q.21	PUR 1001	ITB Pg. 9 (12 <sup>th</sup> bullet point) Indemnification. The first paragraph of Article 19 contains an indemnity for personal injury and property damage. We would ask the same question as above for Article 11, FDLE The second paragraph of Article 19 contains an indemnity for IP infringement. Can the infringement indemnity be limited to US patents, trademarks and copyrights? The current language is not limited to the U.S.
A.21		The PUR 1001 document is required to be incorporated into this procurement by Rule 60A-1.002, Florida Administrative Code.
Q.22	PUR 1000, Article 20	7 – Limitation of Liability Does the State have the ability to revise this article? Normally the Respondents liability is limited to a return of the deposits paid. Also, is the LOL article in effect only until delivery of the aircraft or does the State expect the LOL to apply to the warranty period of the aircraft? Post delivery, the Respondent would only have a warranty obligation for the aircraft and the standard warranty would apply.
A.22		The PUR 1000 document is required to be incorporated into the contract resulting from this procurement by Rule 60A-1.002, Florida Administrative Code.
Q.23	Section 1.1	1.1 Agency Intent Requires delivery within 60 days of contract award. Respondent’s next available aircraft will be available in Q4, 2019. Will this be acceptable to the State?
A.23		Section 1.1 indicates agency intent. Delivery details will be coordinated post award.
Q.24	Section 5	ITB pg. 18 – Invoicing and Payment Deposits or payments in advance. Standard industry practice is to require advance payments based on milestones achieved in the production of the aircraft. Respondent requests that this be approved under Florida statute 215.422 (15)
A.24		Advance payments or a milestone payment schedule will be coordinated with the finance company post award.
Q.25	Section 5	ITB pg. 18 – Invoicing and Payment FDLE has 30 days to complete final inspection and acceptance process. Industry standard is 5 days. TAI requests this requirement be shortened to 5 working days per the language in Florida Statute 215.422 (1).
A.25		While it is possible that FDLE may be able to complete this process in a shorter time frame, Vendors should be prepared to allow the stated 30 days.
Q.26	PUR 1000	ITB pg. 4: 7-Inspection at Contractor’s Site Respondent requests that a 2 week advance notification be provided by the State before any given on-site inspection.
A.26		FDLE intends to arrange with the awarded Vendor to allow for a mutually acceptable time for any given onsite inspection.
Q.27	PUR 1000	ITB pg. 8: 23-Termination for Cause

		Reference 60A-1.006(3) Default: It appears the time for correcting failure to perform is negotiable. Respondent standard terms are 120 days. Respondent requests this be added to the FDLE Terms and Conditions.
A.27		The PUR 1000 document is required to be incorporated into the contract resulting from this procurement by Rule 60A-1.002, Florida Administrative Code.
Q.28	PUR 1000	ITB pg. 23: Rule 60A-1.006(3) governs the procedure for default. The rule provides that a defaulting contracting party is responsible for excess procurement costs incurred by the State. Does the State have the ability to negotiate that requirement? As stated previously normally a customer's remedies against Respondent are limited to a return of any deposits paid.
A.28		The PUR 1000 document is required to be incorporated into the contract resulting from this procurement by Rule 60A-1.002, Florida Administrative Code.
Q.29	FDLE Article 10, E-Verify	Respondent does use E-Verify. Respondent, however, cannot guarantee that its current parts suppliers participate. It would not be possible or practical for Respondent to contact every part supplier on the aircraft and require them to participate in E-Verify as a result of this purchase by the State of Florida. If we contracted with a new supplier specifically for an item unique to this aircraft purchase, then we would flow down the requirement. Does the language in Article 10 apply to current parts suppliers or only "subcontractors" unique to the State's aircraft?
A.29		State of Florida Executive Order 11-116 requires this condition. FDLE cannot opine or provide legal advice as to whether a parts supplier falls within the definition of a "subcontractor" for the purposes of the aforementioned Executive Order.
Q.30	PUR 1000, Article 15	The last sentence of the article provides Respondent cannot declare the State to be in default if the State does not pay for the aircraft. It would not be practical for Respondent to be required to hold the aircraft forever if the State never paid. At some point in time, Respondent should be allowed to terminate the contract for nonpayment by the State.
A.30		The PUR 1000 document is required to be incorporated into the contract resulting from this procurement by Rule 60A-1.002, Florida Administrative Code.
Q.31	PUR 1001 Article 9	Pg. 3-5: Respondent's Representation and Authorization It is very difficult if not impossible to know if ANY employees are under investigation by ANY jurisdiction as Respondent has affiliates worldwide. Is it possible to narrow the scope of these requirements?
A.31		The PUR 1001 document is required to be incorporated into the contract resulting from this procurement by Rule 60A-1.002, Florida Administrative Code. Note that this representation and acknowledgement is already limited "To the best of the knowledge of the person signing the response".
Q.32	Finance 2.3 and 3.21	Pg. 8 and 17: Would the State consider breaking out the Financing requirements of this ITB and allow the financing piece to be bid on separately by standard industry aviation financing companies? Typically, the manufacturing company is not a finance company as well.
A.32		Financing for the awarded aircraft is removed from this ITB. Please see Amendment Number One (1).
Q.33	Section 2 Technical Specifications	Pg. 8: Auxiliary Power Unit. Can the requirement to operate the APU up to 45,000 feet be amended to a lower altitude? It is not typical that a mid-sized jet APU would be certified for operation at this altitude. We would suggest amending the language so that the APU can be operated during flight in RVSM airspace.
A.33		Please see Amendment Number One (1).

Q.34	Finance	What entity would be borrowing the funds for the purchase?
A.34		State of Florida.
Q.35	Finance	For finance approval the borrowing entity will have to provide the last three (3) year-end financial statements. Will this be achievable?
A.35		Yes. Note, however, that providing financing is no longer part of this ITB. Please see Amendment Number One (1).
Q.36	Finance	What percentage of the Purchase Price is the State of Florida wanting to finance?
A.36		100%
Q.37	Finance	If the 20-Yr Financing Term is not available from a industry wide well-known lender, is the State willing to consider an Amortization of 10-15 years?
A.37		Vendor financing for the awarded aircraft is now removed from this ITB. Please see Amendment Number One (1).
Q.38	Finance	Would the State consider a loan term of 5-7 years with an amortization of 10-15 years? This is a typical industry standard for aviation financing.
A.38		Vendor financing for the awarded aircraft is removed from this ITB. Please see Amendment Number One (1).
Q.39	Finance	Will the State consider both Fixed and Floating rate financing?
A.39		Vendor financing for the awarded aircraft is removed from this ITB. Please see Amendment Number One (1).
Q.40	Finance	How many hours per year does the State expect to fly the aircraft?
A.40		Approximately 400 hours.
Q.41		Does the State expect to enroll the engines on an hourly maintenance program?
A.41		The State expects to enroll the engines in a maintenance program which will be procured outside of this ITB.
Q.42		Can the Garmin brand of avionics be removed in place of a more general specification?
A.42		Please see Amendment Number One (1).
Q.43		If not, can a bidder offer a platform that offers all the functionalities mentioned by the ITB even if it has another brand (i.e. Pro Line Fusion)?
A.43		Please see Amendment Number One (1).
Q.44	Section 2, Article 2.3 Financing	Is it possible to delay the RFP response until June 28th to allow the bidders to provide the most complete answers possible, with procurement of complete financing packages? If not, any extension you can grant would be appreciated.
A.44		Please see Amendment Number One (1).
Q.45	Section 2, Article 2.6 Delivery & Acceptance	Can the aircraft acceptance and delivery process be at vendor's facility in Florida? If any discrepancies are found they would need to be remedied at the factory or service location prior to closing, so delivery at the factory would be ideal.
A.45		No. Section 2.6 specifies that acceptance and delivery is to occur at TLH.

Q.46		The technical specs calls for a maximum takeoff length, can you please clarify if it is a minimum takeoff length, and if so how much?
A.46		No minimum takeoff length. Maximum distance to takeoff is 4,800 feet.
Q.47		For the Pilot training, is there a minimum per diem expense for traveling?
A.47		Pilot training per diem will be provided by the FDLE in accordance with Section 112.061 Florida Statutes.
Q.48		In regards to the Physical and maintenance inspection of aircraft, how many people do you require to Perform these said inspections?
A.48		A minimum of three; however, the inflight test specifications outlined in Section 2.5 (A) must be considered as part of the Bidder's response.
Q.49		Will there be a requirement for maintenance personnel training?
A.49		No.
Q.50		Will the insurance purchased by FDLE cover the reposition of the airplane to Tallahassee for final delivery?
A.50		This is unknown at this time.
Q.51		Will the aircraft be registered in Florida?
A.51		Yes.
Q.52		For Wifi utilization, will the aircraft operate outside of the contiguous United States?
A.52		No.
Q.53		Will the test flight of aircraft with 8 passengers and luggage be performed departing KTLH?
A.53		It is anticipated that the test flight will occur at TLH, subject to the conditions provided in the second paragraph of Section 2.5(A).



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

Page 1 of 27 pages

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

Agency Release Date:  
**May 23, 2019**

Solicitation Number:  
**FDLE ITB 1937**

**Solicitation Title: FIXED WING AIRCRAFT / MIDSIZE BUSINESS JET**

Bids are Due:  
**June 20, 2019**

**Bid responses shall be binding until execution of a Contract with the successful Bidder.**

**\*\*Bidder Name:**

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

**Bidder Mailing Address:**

\*Authorized Signature (Manual)

**City, State, Zip:**

Phone Number:

\*Authorized Signature (Type), Title

Toll Free Number:

Fax Number:

Email Address:

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

FEID Number:

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

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

**PRIMARY CONTACT:**

**SECONDARY CONTACT:**

Contact Name, Title:

Contact Name, Title:

Address:

Address:

Phone Number:

Phone Number:

Fax Number:

Fax Number:

Email Address:

Email Address:

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## SECTION 1 – INTRODUCTORY SECTION

The State of Florida, Department of Law Enforcement, hereinafter called the FDLE, Department, Agency, State, Customer or Purchaser, issues this invitation to receive competitive sealed bids for the purchase of a fixed wing aircraft / midsize business jet (aircraft). This Invitation to Bid (ITB) and all activities leading toward the anticipated issuance of a Contract pursuant to this ITB are conducted pursuant to Chapters 943 and 287 Florida Statutes, and Rule 60A-1 Florida Administrative Code.

### 1.1. AGENCY INTENT

It is the intent of the FDLE to ~~secure financing and acquire~~ for purchase, a new fixed wing aircraft that will safely, adequately, and economically meet the performance specifications identified herein. The primary mission of this aircraft will be to provide executive transport. Upon successful completion of the ITB process and contingent on budgetary authority, the FDLE intends to issue a Contract to the Vendor who Bids the lowest Total Bid Price. Delivery and acceptance of the aircraft is anticipated to be completed within sixty (60) days upon issuance of a Contract.

### 1.2. HEADING AND SECTION REFERENCES

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

### 1.3. GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

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

[https://www.dms.myflorida.com/content/download/2934/11780/PUR\\_1001\\_General\\_Instructions\\_to\\_Respondents.pdf](https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf)

### 1.4. MANDATORY REQUIREMENTS

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

### 1.5. DISCLOSURES

This procurement is for the acquisition of the aircraft and pilot type-rating training, ~~and financing~~ only. Financing, ancillary products, maintenance, extended warranties or services are outside of the scope of this ITB.

~~Vendors are hereby advised that financing will be subject to review and approval by the State of Florida, Department of Financial Services (DFS). This review will occur after FDLE announces its notice of intent to award for this ITB.~~

**1.6. PROCUREMENT OFFICER**

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

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

**MICHELLE FAIRCLOTH**  
**FLORIDA DEPARTMENT OF LAW ENFORCEMENT**  
**OFFICE OF GENERAL SERVICES**  
**TELEPHONE: (850) 410-7300**  
**EMAIL: [CENTRALPURCHASING@FDLE.STATE.FL.US](mailto:CENTRALPURCHASING@FDLE.STATE.FL.US)**

Florida Statutes (F.S.) Section 287.057(23) requires that respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**1.7. SCHEDULE OF EVENTS / TIMELINE**

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

DATE	TIME	ACTIVITY	LOCATION
5/23/2019	----	FDLE Posts Invitation to Bid Advertisement	Vendor Bid System
5/30/2019	5:00 PM	Submission Deadline for Vendor Written Questions to Procurement Officer	FDLE Office of General Services <a href="mailto:centralpurchasing@fdle.state.fl.us">centralpurchasing@fdle.state.fl.us</a>
6/05/2019	----	FDLE Posts Electronic Written Answers to Vendor Questions (Anticipated)	Vendor Bid System
<del>6/13/2019</del> 6/20/2019	3:00 PM	Vendor Bids Due to FDLE	FDLE Office of General Services
<del>6/13/2019</del> 6/20/2019	3:30 PM	Public Meeting / Opening of Bids	FDLE Headquarters 2331 Phillips Road Tallahassee, Florida 32308

Due to the anticipated complexity of Vendor submissions and the administrative review process, the Bid tabulation sheet may not be immediately available. This information will be published on the Vendor Bid System (VBS) via Intent to Award / Agency Decision advertisement upon completion of the administrative review process.

**1.8. ACCESSIBILITY FOR DISABLED PERSONS**

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

## SECTION 2 – TECHNICAL SPECIFICATIONS

Bidders are to submit Bids which are in compliance with all specifications provided herein. Bid specifications may be expressed in various terms, including, but not limited to: required presence or absence, a required minimum, a maximum not to be exceeded, or as an acceptable range. Unless stated otherwise, each specification should be read as requiring the presence of the thing specified. The Midsize Business Jet (Aircraft) must be new. For purposes of this ITB, “new” shall mean an aircraft which is fully produced upon delivery, having never previously been registered, having a date of manufacture of 2018 or newer, having less than 100 hours Total Time on Airframe at time of bid submission, having no more than 30 Cycles on any Power Plant at time of bid submission, and having no more than 100 hours on any Power Plant at the time of bid submission.

The FDLE does not contemplate any custom configuration or after purchase alterations to be provided by the Bidder to meet these technical specifications unless such specifications are included in the price bid for new aircraft. FDLE will not consider accessories or options which are not essential to the operation, safety and efficiency of the aircraft. Bidders of aircraft which are produced per order by a bidder who chooses to seek additional interior, aesthetic, or other specifications or selections (including, but not limited to, fabric, texture, color) from FDLE post-award must contemplate and include any and all costs associated with any such selection or combination of selections to be made available to FDLE in Bidder’s Total Bid Price. Bidders have discretion whether to provide such options, but those who opt to provide such options must build the associated costs into its final bid price of the aircraft.

Bidders must provide a technical response to each of the items listed under this section, and sub-sections 2.1, ~~and 2.2, and 2.3~~. The technical response must be provided in the form of manufacturer or Bidder generated documentation which provides detailed aircraft specifications and descriptions. Bidder responses to this section shall be used to validate responses that all specifications have been satisfied. Each Bidder must provide sufficient documentary evidence to indicate compliance with each specification. FDLE, in its sole discretion, will determine the sufficiency of documentary evidence provided.

The primary mission of this aircraft will be to provide executive transport.

### 2.1. GENERAL REQUIREMENTS

Aircraft must provide for a crew of two (2) pilots and no fewer than eight (8) passengers.

#### A. GENERAL AVIONICS

- Fully integrated auto throttles
- ~~Garmin G5000~~ Touch screen control panel(s) with avionics package
- Ability to reach at least FL450 (45,000 feet above mean sea level)
- Transponders with ADS-B IN and OUT capability
- Dual enhanced altitude heading reference system
- Dual flight management system with take-off and landing performance calculation capability
- Dual flight director with fail passive autopilot
- Dual display control panel
- Dual channel aural warning unit
- Dual digital audio control panel
- Dual VHF communication transceivers
- Dual Global Positioning System with SBAS and Wide Area Augmentation System (WAAS)
- Dual navigation receivers

- Engine indication and crew alerting system
- Graphical system synoptic presentations
- Electronic navigation charts
- Integrated flight information system
- Vertical profile window
- Standby flight information system
- Flight control panel
- Reversionary switch panel
- Digital audio system
- Multiscan weather radar with turbulence detection mode
- Distance measuring equipment receiver
- Radar altimeter
- Traffic surveillance / collision avoidance system
- Second enhanced mode S transponder
- Terrain awareness and warning system (Class A)
- MFD control monitors
- Onboard maintenance system for real time engine status monitoring
- Cockpit voice recorder
- Flight data recorder
- Three frequency emergency locator transmitter
- Satellite telephone

#### B. SYSTEMS AND CONTROLS

- Primary flight controls must display, alert or flag:
  - Synthetic vision system for navigation presentation
  - Altitude situation indicator
  - Lateral and vertical deviation
  - Radio altitude
  - Marker beacon annunciation
  - Automatic flight control system mode annunciation, flight director
  - Horizontal situation indicator
  - Lateral navigation
  - Flight path vector, speed error and acceleration cue
- Multifunction Display (MFD) must display, alert or flag:
  - Charts, maps and checklists
  - Radio tuning
  - Database configuration
  - Maintenance
- Engine indication and crew alerting system (ICAS) must display, alert, or flag:
  - Fuel flow, oil temperature, reference settings, status, warnings and flags
  - Crew alerting caution, warning, advisory and status annunciations
  - Landing gear, spoiler, flap, trim position indicators and annunciations
  - Fuel quantity indicators
  - APU status indicator
  - Cabin delta P, zone temperature, pressure and landing field elevation

- Automatic flight control system must include the following features:
  - Autopilot
  - Flight guidance
- Flight management system must have the following capabilities
  - Lateral and vertical navigation and flight planning capabilities
  - Graphical flight planning capabilities
  - Performance, navigation and radio tuning capabilities
- Turbulence Weather Radar System
- Landing Gear
  - Fully retractable Trailing Link
  - Electronically controlled and hydraulically actuated
  - Anti-skid system

#### C. CABIN DIMENSIONS

- Interior Height:  $\geq 5$  ft
- Interior Width:  $\geq 5$  ft

#### D. PASSENGER ACCOMMODATIONS

- Seating arrangements in interior cabin for a minimum of eight (8) passengers
- No fewer than four (4) executive seats
- Restraint system for each seat
- Power outlets with USB (110VAC / 60Hz)
- Wi-Fi system
- Enclosed Lavatory with belted seat

#### E. FLIGHT DECK

- Two (2) Pilot Seating with:
  - Five point restraint system
  - Seat back reclining
  - Vertical adjustment
  - FWD-AFT adjustment
- Sun visor and sunshade
- Air outlets
- Power outlets with USB (110VAC / 60Hz)

#### F. NOSE SECTION

- Must meet FAA bird resistance requirements
- Glass windshield is electrically heated and defogged

#### G. EMERGENCY EQUIPMENT

- Emergency exit with lit sign
- Fire extinguishers
- Oxygen masks for each passenger
- Pressure demand or oxygen mask for each crew member
- Portable Breathing Equipment (PBE)

- Emergency Crash Axe

#### H. LIGHTING

- Exterior lighting to include all ground recognition, anti-collision, landing/recognition, taxi lights, base cabin door steps, and wing inspection.
- Interior lighting to include aisle, entrance, and emergency exits. Overhead passenger lighting.
- Emergency exit lighting must continue to operate in the case of a power interruption.

#### I. PERFORMANCE

Performance specifications identified in this section are for standard operations anticipated in the use of this aircraft. Basic Operating Weight (BOW) and corresponding maximum payload and payload with maximum fuel are to be calculated to accommodate the standard operational conditions. Standard operational conditions include: Eight (8) passengers, two crew (2) members, and minimal baggage. Takeoff and landing lengths are based on a flat, even, dry, hard surface with no environmental interference (including, but not limited to, wind, rain, terrain, etc.). Require two (2) crew, minimum of eight (8) passengers (assuming 190 pounds/per person, including baggage), maximum fuel, with a minimum flight range capability of 1000 nautical miles.

- Maximum Takeoff field length: 4800 feet
- Wings must be equipped with winglets

#### J. POWERPLANT

- Engines incorporate a dual channel full authority digital electronic controls
- Compatible with the auto-throttle system
- Auto-throttle must be able to integrate with an automatic flight control system and flight management system
- Engine electronic start
- Auxiliary Power Unit with speed and temperature indications certified for in-flight use up to FL200 (20,000) 45,000 feet
- Thrust Reversers

### 2.2. TRAINING

Type Rating training for two (2) FDLE pilots must be included in the Total Bid Price. Training will be scheduled with awarded vendor as mutually agreed upon by the vendor and the FDLE.

### 2.3. FINANCING

Financing for the awarded aircraft is excluded from this ITB solicitation process.

Vendors acknowledge, understand and agree that the FDLE must first obtain financing before it can be obligated to pay any amount pursuant to any contract resulting from this ITB. FDLE will diligently pursue such financing but shall not be subject to any liability in the event FDLE is unable to obtain the necessary financing and/or any necessary governmental approvals. FDLE will see financing outside of this ITB.

~~Bidders are required to provide full and complete financing as part of their Bid response with a fixed rate, twenty (20) year payment plan. Financing of the aircraft will be for all specifications identified herein, including any deposit fees required by the vendor.~~

~~Post award, the Vendor must provide a report of the useful life and value of the aircraft.~~

### 2.4. MISCELLANEOUS

Aircraft must meet or exceed the following:

- Aircraft will be free from, and shall not contain: rust, loose fittings, cracks, dents, stains, tears, or any defects
- Any and all interior and exterior electrical, hardware, instrumentation, or any item as specified in this ITB must be fully functional, FAA approved, and free from damage or corrosion

Log books must be available at the time of inspection and must evidence that the aircraft is free of chronic or persistent repair issues, abnormalities, and/or major maintenance concerns which affect airworthiness.

## 2.5. INSPECTION OF AIRCRAFT

The FDLE will contact the awarded vendor to coordinate an on-site inspection. The vendor is responsible for transporting the aircraft to the agreed upon location within the timeframe specified, and will be responsible for all costs associated with complying with the requirements of the inspection.

To the extent that a Bidder wishes to recover any fees and costs to be incurred by said Bidder which relate to meeting FDLE's required inspection and testing of the aircraft, (including, but not limited to pilot fees, fuel, airport fees, etc.) said Bidder must include any such costs and fees in the Bid Price. FDLE will not approve any aircraft which does not meet all specifications of this ITB, the separate and independent requirements of the Financier, or which has any defect which may affect the FAA airworthiness.

### A. Physical / Maintenance Inspection

Aircraft shall be subject to a physical / maintenance inspection to ensure that it meets the standards of the FAA and the State of Florida. Any aircraft that is determined to contain rust, loose fittings, cracks, dents, stains, tears, or any defects may be rejected at the discretion of the FDLE. Any and all interior and exterior electrical, hardware, instrumentation, and any item as specified in this ITB must be fully functional, FAA approved, and free from consistent repair issues, abnormalities, and/or major maintenance concerns, damage or corrosion at the time of inspection. The FDLE may waive minor damage if the remedy of the damage would not hinder the overall flight worthiness of the aircraft, minor cleaning, fixture or hardware replacement, or minor repair.

The FDLE representative(s) will require an inflight test at the time of the physical inspection. The flight test is contemplated to be minimally one (1) hour long, reaching an altitude of at least 20,000 feet with a full passenger load. Bidders must provide all pilots, flight schedules, maintenance and log books during the physical and inflight test.

### B. Maintenance Records and Certification Documents

Aircraft shall have current maintenance records available for FDLE inspection. FDLE shall not be responsible for any maintenance, upgrades or repairs to responding Bidder to ensure the proposed aircraft is FAA flight worthy. FDLE will schedule the inspection of aircraft maintenance records for review with the vendor.

This includes all maintenance and engine logs from the date of manufacture.

## 2.6. DELIVERY AND ACCEPTANCE

The awarded vendor shall deliver the aircraft to 3226 Capital Circle SW Tallahassee, Florida. Further delivery details (e.g. location, contact person, etc.) will be provided to the awarded vendor. FDLE will not be subject to any additional costs such as airport fees, service, maintenance, pilots, fuel or any other miscellaneous fees associated with the delivery of the aircraft. To the extent that a Bidder wishes to recover any fees and costs to be incurred by said Bidder which relate to delivery and acceptance (including, but not limited to pilot fees, fuel, airport fees, etc.) said Bidder must include any such costs and fees in the Bid Price, Attachment A.

The Awarded Vendor must provide the FDLE at time of delivery:

- Flight manuals
- Log Books
- Maintenance and parts manuals
- Warranty information and certification
- FAA Standard Airworthiness Certificate
- Engine manufacturer manuals
- Engine Log Books
- Check Lists and “quick” guides

Manuals may be either hard copy or electronic media (i.e., CD-ROM, thumb drive, etc.). Final acceptance of the aircraft is subject to FDLE physical and maintenance inspections, and receipt of all mandatory items as specified in this Section 2.

END OF SECTION

## **SECTION 3 – INVITATION TO BID PROCESS**

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

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

### **3.1. SPECIAL CONDITIONS AND INSTRUCTIONS**

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

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

### **3.2. SOLICITATION REQUESTS**

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

### **3.3. BIDDER INQUIRIES**

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

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

### **3.4. ADDENDA**

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

All addenda will be provided via the VBS at the following website:

[http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu)

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

### 3.5. DISCUSSIONS

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

### 3.6. MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

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

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

- 25131800 SPECIALTY AIRCRAFT
- 25131500 POWER FIXED WING AIRCRAFT

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

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

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

### 3.8. BID PRICE SHEET

The Bidder must submit pricing for the ~~financing and~~ acquisition of the proposed aircraft on the FDLE ITB 1937 Price Sheet (Attachment A). Vendor generated price sheets will not be considered. This price bid shall include **ALL** amounts chargeable to the FDLE which relate to the ~~financing~~, purchase and delivery of the aircraft, including, but not limited to: initial deposit, production, inspection(s), delivery costs, pilot training, broker fees and vendor legal fees as specified in Section 2. Vendors are limited to one proposed aircraft per Bid response, and one response per Vendor.

No remuneration is available to the awarded Bidder beyond the bid price for any Vendor costs associated with meeting the requirements of this ITB. Bidders will be strictly held to the prices of their Bid. The contents of this ITB and vendor Bid submission will become contractual obligations, if a Contract is issued.

### 3.9. BID PACKAGING AND SUBMISSION REQUIREMENTS

Bids must be submitted in a sealed envelope/container. Bids must be submitted by U.S. Mail, United Parcel Service (UPS), Federal Express (FedEx), private courier, or hand delivery. Electronic submission or facsimile transmission of a Bid is not authorized and will not be accepted.

The FDLE mailing address is:

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

A Vendor choosing to hand deliver a sealed Bid must take into consideration that the FDLE Headquarters Building is a secure facility. "Hand deliver" means delivery at the correct location on or before the required date and time. The FDLE Headquarters location is:

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

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

***RESPONDING BIDDER NAME***  
**SOLICITATION NUMBER: FDLE ITB 1937**  
**TITLE: FIXED WING AIRCRAFT/MIDSIZE BUSINESS JET**  
**BID OPENING: ~~JUNE 13, 2019~~ JUNE 20, 2019**

**BIDS RECEIVED AFTER THE EXACT TIME/DATE SPECIFIED IN SECTION 1.7 WILL NOT BE CONSIDERED.**

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

### 3.10. BIDDER ACKNOWLEDGEMENT

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

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

### 3.11. VENDOR GENERATED TERMS AND CONDITIONS

FDLE may not consider any additional terms and conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting a response, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, may have no force and effect.

The FDLE anticipates that the Contract resulting from this ITB will incorporate all terms and conditions identified herein. No oral agreements or representations shall be valid or binding upon FDLE or the Bidder unless expressly contained herein or by a written addenda to this ITB.

### 3.12. REDACTED BID SUBMISSION

Pursuant to section, 19 Public Records, of the PUR 1001 General Instructions to Respondents, if a Bidder considers any portion of the bid documents, data or record submitted in response to this solicitation to be exempted by law from disclosures as a public record, the Bidder must provide the FDLE both an un-redacted and redacted copy of the Bid submission. As noted in this section, redacted Bids must clearly segregate and mark information which is claimed to be exempt from public records and provide the specific statutory citation for such exemption.

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

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

### 3.13. ADMINISTRATIVE REVIEW

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

#### A. Required Documents

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

- FDLE ITB 1937 Acknowledgement Form
- Attachment A – Completed Price Sheet
- Attachment B – In State Preference Form (with attorney opinion if applicable)
- Attachment D – Scrutinized Companies List Certification
- Any applicable Bid Addenda
- Aircraft specifications and descriptions which include all mandatory criteria listed in Section 2

- B. Bids which do not meet all mandatory requirements of this solicitation, including the submission of all required information, will be rejected as non-responsive. A non-responsive Bid may include, but is not limited to, those which:
- Fail to utilize, complete, and/or submit the mandatory prescribed forms
  - Fail to meet all mandatory requirements
  - Do not contain original authorized signatures
  - Are not in conformance with the requirements and instructions contained herein

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

### 3.14. PRICE EVALUATION

- Certified Minority Business Enterprises

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

[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

- In-State Preference (Attachment B)

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

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

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

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

**Each and every Bidder must complete and sign the attached “In State Preference Form” (Attachment B). Each bidder whose principal place of business is outside of the state of Florida must additionally provide a written opinion of an attorney at law licensed to practice law in that state, as to the preferences, if any or none, granted by the law of the state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts. Failure to submit a completed Attachment B, and failure to provide a written attorney’s opinion (if required) with the bid submission may result in the bidder’s submission being deemed non-responsive.**

- Certification of Drug Free-Workplace (Attachment C)

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

### 3.15. COST OF PREPARING A VENDOR BID

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

### 3.16. FIRM RESPONSE

A Bidder’s response to this ITB shall be considered as the Bidder’s formal offer. The issuance of a Contract for the procurement of the commodity and/or service as specified in Section 2, Technical Specifications shall constitute the FDLE’s written acceptance of the successful Bid and the Contract will be forwarded to the successful Bidder.

### 3.17. WITHDRAWAL OF BID

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

### 3.18. LEGAL REQUIREMENTS

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

### 3.19. SCRUTINIZED COMPANIES LIST

Pursuant to Section 287.135 F.S, at the time a Bidder submits a Response or before entering into a contract where the value exceeds \$1 million, the Bidder or Contractor must certify that the company is not listed on either the Scrutinized Companies

with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

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

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

### 3.20. LESS THAN TWO RESPONSIVE BIDS

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

### 3.21. BASIS OF AWARD

Award will be made to the responsive and responsible Bidder who after completion of the Bid evaluation submits the lowest responsive Total Bid Price for all specifications in response to this ITB. ~~The Total Bid Price is the combination of the total of the principal payments and the total of the interest payments for the term of the finance agreement. This~~ The Total Bid Price shall include ALL amounts chargeable to the FDLE which relate to the ~~financing~~, purchase and delivery of the aircraft, including, but not limited to: initial deposit, production, inspection(s), delivery costs, pilot training, broker fees and vendor legal fees as specified in Section 2. An award from this Bid does not constitute an official Contract, agreement or commitment on behalf of the State.

### 3.22. FINAL AWARD DETERMINATION

FDLE reserves the right to inspect the aircraft as specified in Section 2. If at any time post award, the aircraft which is proposed by the lowest eligible Bidder or Awarded Bidder is determined in FDLE's sole discretion, not to meet all specifications, is not available for inspection, fails the FDLE or financier inspection, fails to attain DFS approval of financing, is unavailable for final delivery within the specified timeframe, or becomes unavailable for any reason, the FDLE reserves the right to issue the Contract to the next-lowest responsive Bidder. The FDLE may continue in this manner sequentially through all eligible awardees until a Bidder's aircraft is available for purchase which meets all specifications identified herein is found. Separately, the awarded Bidder accepts that final award of a contract is contingent upon Department of Management Services (DMS) approval of any insurance which financier may require FDLE to hold for the airplane.

### 3.23. POSTING OF TABULATIONS

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

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

### 3.24. RESERVED RIGHTS

FDLE reserves the right to:

- Amend this ITB
- Waive minor irregularities submitted in Bids
- Conduct a clarification or cure process of submissions not directly related to the Technical Specifications of the ITB

- Accept or Reject any or all Bids received in whole or in part
- Re-solicit for new Bids
- Abandon the need for such commodities and/or services
- Request additional information to assess a Vendor's capabilities
- Approve or reject any aircraft proposed
- Award to the next eligible Bidder if at any time the Awarded Vendor is unable to meet all mandatory specifications or requirements as specified herein

## SECTION 4 – SPECIAL CONDITIONS SECTION

### 4.1. GENERAL CONTRACT CONDITIONS (PUR 1000)

Pursuant to Rule 60A-1.002 Florida Administrative Code (F.A.C.), the State of Florida General Contract Conditions (PUR1000) are hereby referenced and incorporated in their entirety into this ITB. Bidders are instructed to read this document in its entirety. There is no need to return this document to the FDLE. [https://www.dms.myflorida.com/content/download/2933/11777/PUR\\_1000\\_General\\_Contract\\_Conditions.pdf](https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf)

### 4.2. INSURANCE

Subject to the review and approval of the DMS, FDLE will establish and maintain insurance coverage for the proposed aircraft of a type and amount necessary to secure financing. The FDLE shall furnish the Vendor evidence of such insurance coverage.

### 4.3. FDLE TERMS AND CONDITIONS

The FDLE Terms and Conditions (Attachment E) supersede any conflicting terms or instructions contained in the PUR1000.

## SECTION 5 – INVOICING AND PAYMENT

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved pursuant to administrative rules promulgated by the Chief Financial Officer. The FDLE agrees to pay an initial installment payment upon receipt of the funding from the financier, ~~and each installment payment monthly thereafter~~. No additional service, maintenance, pilot, fuel, broker fees and vendor's legal or miscellaneous fees will be paid to the Vendor for the inspection or delivery of the aircraft. All service, maintenance, pilot, fuel, broker fee and vendor's legal or any other miscellaneous fees and/or costs must be incorporated into the Bid price on Attachment A. Any payment made to the Vendor as a deposit for the aircraft in good faith, which is subsequently determined to be invalid or erroneous, will be immediately due to the FDLE. If, for any reason, FDLE does not timely acquire possession of and title to the aircraft after having paid a deposit, said deposit must be returned to FDLE upon demand.

Upon final delivery of the aircraft, FDLE will have up to 30 days to complete the final inspection and acceptance process.

For any required deposit and/or upon final delivery the FDLE, the Vendor will submit an itemized invoice for payment. Invoices must, at a minimum, include the following information:

- A. Vendor Name and remit to address
- B. Vendor billing contact phone number and/or email address
- C. Vendor Tax Identification number
- D. Contract number

- E. Billing Date
- F. Complete description with model number
- G. Payment amount due

Invoices shall be submitted to:

The Florida Department of Law Enforcement  
Office of Financial Management  
Attn: Accounts Payable  
P.O. Box 1489  
Tallahassee, Florida 32302  
Email: [fdleaccountspayable@fdle.state.fl.us](mailto:fdleaccountspayable@fdle.state.fl.us)  
Phone: (850) 410-7155

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

## **SECTION 6 – ATTACHMENTS**

Attachment A – Bid Price Sheet

Attachment B – In-State Preference Form

Attachment C – Certification of Drug-Free Workplace

Attachment D – Scrutinized Company Certification

Attachment E – FDLE Terms and Conditions

**ATTACHMENT A  
BID PRICE SHEET**

**FDLE ITB 1937**

**FIXED WING AIRCRAFT / MIDSIZE BUSINESS JET**

<b>AIRCRAFT MANUFACTURER AND MODEL INFORMATION</b>			
<b>YEAR OF MANUFACTURE</b>	<b>TOTAL TIME ON AIRFRAME</b>	<b>TOTAL TIME ON POWERPLANTS</b>	<b>TOTAL NUMBER OF CYCLES ON POWER PLANTS</b>
		Right: Left:	Right: Left:

Initial Deposit Due (Included in Total Bid Price): \$ \_\_\_\_\_

**TOTAL BID PRICE: \$ \_\_\_\_\_**

**Total Bid Price** is the combination of all requirements and technical specifications identified in this ITB. This shall include **ALL** amounts chargeable to the FDLE which relate to the purchase and delivery of the aircraft, including, but not limited to: initial deposit, production, inspection(s), delivery costs, pilot training, broker fees and vendor legal fees as specified in Section 2.

**BY AFFIXING MY SIGNATURE ON THIS BID RESPONSE, I HEREBY STATE THAT I HAVE READ ALL THE BID TERMS, CONDITIONS, AND SPECIFICATIONS AND AGREE TO ALL TERMS AND CONDITIONS, PROVISIONS, AND SPECIFICATIONS; AND I CERTIFY THAT I WILL PROVIDE THE COMMODITIES AND SERVICES AS SPECIFIED IN THE BID.**

Signature	
Name and Title (Print)	
Bid Respondent Company Name (Vendor)	
Federal Employee Identification Number	
Respondent Physical Address	
City, State, Zip	
Primary Contact Name / Title	
Phone Number	
Email Address	

**ATTACHMENT B  
IN-STATE PREFERENCE FORM**

**FDLE ITB 1937  
FIXED WING AIRCRAFT/MIDSIZE BUSINESS JET**

Section 287.084, Florida Statutes, provides a preference to Florida businesses in certain specified circumstances, and Section 287.092 Florida Statutes, provides a preference to certain manufacturers with a factory in the state of Florida in certain specified circumstances. Section 287.082, Florida Statutes, provides a preference under specified circumstances to commodities manufactured, grown, or produced within the state of Florida. FDLE requires the following information as it is necessary to comply with these laws. **Failure to complete this form, failure to return this form with your bid submission, or failure to include an attorney’s written opinion (applies only to vendors with their principal place of business located outside of Florida) will result in the bid being deemed nonresponsive.**

Vendor Name: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

The bid submitted by this Vendor (does\_\_\_) (does not\_\_\_) relate to commodities manufactured or produced in the state of Florida.

This Vendor (does\_\_\_) (does not\_\_\_) have its principal place of business located in the state of Florida. If the principal place of business is in the state of Florida, please provide an address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If this Vendor’s principal place of business is not located in the state of Florida, then Vendor must answer the following question: Is the Vendor a manufacturing company with a factory in the state and employing over 200 employees working in the state of Florida? (yes\_\_\_\_)(no\_\_\_\_).

**A Vendor whose principal place of business is outside the state of Florida must accompany any written quotation documents with a written opinion of an attorney licensed to practice law in that state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business is in that state in the letting of any or all public purchases.**

Authorized Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C  
CERTIFICATION OF DRUG-FREE WORKPLACE**

**FDLE ITB 1937  
FIXED WING AIRCRAFT/ MIDSIZE BUSINESS JET**

**IDENTICAL TIE BIDS – Pursuant to Section 287.087, F.S., under certain circumstances, a business that certifies that it is implemented a drug-free workplace program shall be given preference in the award process.** In order to have a drug-free workplace program, a business must:

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

Vendor’s Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D  
SCRUTINIZED COMPANY CERTIFICATION**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Pursuant to subsection 287.135 Florida Statutes, at the time a Respondent submits a Reply or before entering into a contract of any dollar amount, the Respondent or Contractor must certify that the company is not participating in a boycott of Israel, and that the company is not on the Scrutinized Companies that Boycott Israel List. For a contract where the value exceeds \$1 million, the Respondent or Contractor must certify that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

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

Certified By: \_\_\_\_\_  
(Authorized Signature)

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT E**  
**FDLE TERMS AND CONDITIONS**

The following provisions added to, or deleted from, the contract shall be included as a part of the final contract, and shall be controlling notwithstanding any other provision of the contract.

Contracting Party, as used herein, includes one or more parties, and means contractor, consultant, licensor, or other party contracting or entering into an agreement with the Florida Department of Law Enforcement (hereinafter "the Department" or "FDLE") as the case may be.

The State of Florida [General Terms and Conditions \(PUR1000\)](#) are hereby referenced and incorporated into their entirety. The FDLE Terms and Conditions supersede any contract condition otherwise duplicated herein.  
Contents

**1. Advertising**

Subject to Chapters 119 and 943.686, Florida Statutes, the Contracting Party shall not publicly disseminate any information concerning the contract without prior written approval from the Department, including, but not limited to mentioning the contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contracting Party's name and either a description of the contract or the name of the State or the Department in any material published, either in print or electronically, to any entity that is not a party to contract.

**2. Compliance with Laws**

The Contracting Party shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for contract termination.

**3. Conflict of Interest**

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

Potential Conflict of Interest: This contract is subject to Chapter 112 of the Florida Statutes. Contracting Party

shall disclose the name of any officer, director, employee or other agent who is also an employee or official of an "agency" of the State of Florida, as that term is defined at Section 112.312, Florida Statutes. Contracting Party shall also disclose the name of any employee or official of an "agency" of the State of Florida, as that term is defined at Section 112.312, Florida Statutes, who owns, directly or indirectly, an interest of five percent (5%) or more in the Contracting Party or its affiliates.

**4. Contract Manager**

The Department's Program/Regional Contract Manager for this contract shall be:

Name:

Title:

Street Address:

City/State/Zip:

Phone Number:

Email:

**5. Contracting Party Employees, Subcontractors, and Other Agents**

Contracting Party will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that Contracting Party's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contracting Party's employees, subcontractors, and other agents receive benefits and necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

The Contracting Party will have complete supervision and control over its own agents, servants and employees. The Contracting Party will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contracting Party is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contracting Party 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 Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract.

#### **6. Discrimination**

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

#### **7. Controlling Law**

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. 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.

#### **8. Effective Date**

This contract shall be effective when signed by the Contracting Party and the Department.

#### **9. 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.

#### **10. E-Verify**

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. The Contracting Party certifies that it participates in the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification Program, and that it will assure that any sub-contractor with which it contracts for the performance of this contract participates in the E-Verify Employment Eligibility Verification Program.

#### **11. Indemnification**

The Contracting Party shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department, and its 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 Contracting Party, its agents, employees, partners, or subcontractors, provided, however, that the Contracting Party shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department.

#### **12. Intellectual Property**

The parties do not anticipate that any intellectual property will be developed as a result of this contract.

#### **13. The Department is Self-Insured**

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

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

#### **14. Notices**

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

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

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

And to the Contracting Party for the attention of:

Name:  
 Title:  
 Street Address:  
 City/State/Zip:  
 Phone Number:  
 Email:

**15. Payment**

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Department of Financial Services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contracting Party's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

**16. Public Records**

This contract shall be unilaterally canceled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

Pursuant to Section 119.0701, Florida Statutes, Contractor agrees to keep and maintain public records required by the FDLE to perform the service. Upon request from FDLE's custodian of public records, Contractor agrees to provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

The Contractor shall ensure that public records that are exempt or confidential and exempt from public records

disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Contractor does not transfer the records to FDLE.

Upon completion of the contract, Contractor shall transfer, at no cost, to FDLE all public records in possession of Contractor or keep and maintain public records required by FDLE to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records, in a format that is compatible with the information technology systems of FDLE.

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

The Contractor agrees to the provisions of Section 287.057(16), Florida Statutes, and shall maintain throughout the term of the contract and at least four (4) years thereafter, detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices. All such records shall be made available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

In accordance with Section 215.985(16), Florida Statutes, this contract is subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

**17. Right to Audit**

Upon execution of the contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to this project. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this contract and for five years following contract completion.

**18. Scrutinized Companies Lists (applies to all contracts)**

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not participating in a boycott of Israel, and (2) it is not on the Scrutinized Companies that Boycott Israel List. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

**19. Scrutinized Companies Lists (applies only to contracts for \$1 million or more)**

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not on the Scrutinized Companies with Activities in Sudan List, (2) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and, (3) it does not have business operations in Cuba or Syria. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

**20. Travel**

All bills for any travel expenses that are authorized by Section 112.061, Florida Statutes, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

**21. Waiver**

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

**22. Cooperation with the Inspector General**

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

**23. Financial Consequences for Contractor's Failure to Perform**

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