

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20051518

1. ACTION REQUESTED/PURPOSE: 1) Approve Project Number PB060045 to piggyback on to the National Guard Bid No. DMA-RFP-65, with North American Catastrophe Services, Inc., for a total amount of \$389,750.00 for a Continuity of Operation Emergency Response Vehicle; and approve non-contract items options for \$64,150 (communications and data processing equipment), for a grand total of \$453,900. 2) Authorize Chairman to execute the grant on behalf of the Board for a Continuity of Operation Emergency Response Vehicle with the State of Florida Department of Law Enforcement in the amount of \$246,550. and approve budget amendment resolution in like amount. 3) Also approve \$177,350 to be transferred from All-Hazards reserves and \$30,000 to be taken from Emergency Management Vehicle Replacement Fund. P.M.

2. WHAT ACTION ACCOMPLISHES: Provides a reliable mobile emergency response vehicle for Lee County. It will also be used by Incident Management Teams (IMT) to support response operations on a regional and State-wide basis.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: Public Safety (07)

C7D

5. Meeting Date:

11-08-2005

6. Agenda:
 Consent
 Administrative
 Appeals
 Public
 Walk-On

7. Requirement/Purpose: (specify)
 Statute
 Ordinance
 Admin. Code **AC-4-1**
 Other

8. Request Initiated:
 Commissioner _____
 Department Public Safety
 Division Emergency Management
 By: John D. Wilson, Director *JDW*

7. BACKGROUND:

The proposed vehicle will replace the current Mobile Command Post vehicle, which is a 1979 Bluebird bus that was obtained from Lee Tran in the early 1990s and retrofitted as a Mobile Command Post vehicle. The age and condition of this vehicle makes it unsafe to operate in the local area and unreliable for out-of-county mutual aid support. The communications and data processing equipment on the current vehicle cannot be brought up to state-of-the-art technology because of the limited size and configuration of the vehicle. This vehicle has had numerous maintenance problems. Many of the major components on the vehicle are no longer available in the supply chain which causes long delays to locate or fabricate these parts.

On October 11, 2005, The Board approved an application for \$246,550 in funding through Law Enforcement Terrorism Prevention Program Funding for Lee County to purchase an IMT Response Vehicle for the region. The purchase cost for the vehicle is \$453,900. The grant provides \$246,550 in funding and \$177,350 to be taken from All Hazards Reserves and \$30,000 from Vehicle Replacement Fund for Emergency Management.

Account Strings: 11081118200.331200.9005 P.M.

- Attachments: (1) Florida National Guard Tabulation Sheet
 (2) Florida National Guard Specifications
 (3) Florida National Guard's P.O. to North American Catastrophe
 (4) Authorization to Piggyback from North American Catastrophe
 (5) Grant Agreement

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
 Deferred
 Denied
 Other

RECEIVED BY
 COUNTY ADMIN:
10-27-05
2:42
 COUNTY ADMIN
 FORWARDED TO:
10-27-05
P.M. 9:16

Rec. by CoAtty
 Date: **10/26/05**
 Time: **2:30pm**
 Forwarded To:
10/27/05

RESOLUTION

Amending the Fund 18200 Lee County All-Hazards Fund Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Fund 18200 Lee County All-Hazards Fund budget for \$246,550 of the unanticipated revenue from a FDLE Operations Response Vehicle Grant and an appropriation of a like amount into expenditures and;

WHEREAS, the Fund 18200 Lee County All-Hazards Fund budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$6,454,801
Additions		
11081118200.331200.9005	Operations Response Vehicle Grant	\$246,550
Amended Total Estimated Revenues		\$6,701,351

APPROPRIATIONS		
Prior Total:		\$6,454,801
Additions		
11081118200.506430	Vehicles & Rolling Stock	\$246,550
Amended Total Appropriations		\$6,701,351

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Fund 18200 Lee County All-Hazards budget is hereby amended to show the above additions to its Estimated Revenue and appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2005.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: All-Hazards DATE: 10/27/05 BATCH NO. _____

FISCAL YEAR: FY 05/06 FUND #: 18200 DOC TYPE: YB LEDGER TYPE: BA

TO: Public Safety All-Hazards
 (DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.
 (EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
11081118200.506430	Vehicles & Rolling Stock	\$ 177,350
	TOTAL TO:	\$ 177,350

FROM: Non-Dept. All-Hazards Reserves
 (DIVISION NAME) (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890118200.509910	Reserve for Contingencies	\$ 177,350
	TOTAL FROM:	\$ 177,350

EXPLANATION: As per Bluesheet #20051518 dated 11/8/05.

<p>_____ DIVISION DIRECTOR SIGNATURE DATE</p> <p>DBS: APPROVAL <input checked="" type="checkbox"/> DENIAL _____</p> <p> APPROVAL _____ DENIAL _____</p> <p>CO. ADMIN.: APPROVAL _____ DENIAL _____</p> <p>BCC APPROVAL DATE _____</p>	<p>_____ DEPARTMENT DIRECTOR SIGNATURE DATE</p> <p><i>Pat Mullis</i> 10/27/05</p> <p>OPERATIONS ANALYST SIGNATURE DATE</p> <p>_____ BUDGET OPERATIONS MANAGER SIGNATURE DATE</p> <p>_____ CO. ADMIN. SIGNATURE DATE</p> <p>_____ BCC CHAIRMAN SIGNATURE</p>
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BA NO: _____ AUTH CODE: _____ TRANS DATE: _____ REV. 05/93

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 05-CJ-L2-06-46-01-171
- 2. Title of Grant: Emergency Reponse Vehicle (Bus)
- 3. Amount of Award: \$246,550
- 4. Amount of Match Required: \$No Match Required
- 5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #97.067	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: 05-CJ-L2-06-46-01-171

8. Contract Period:	Begin Date: <u>Sept. 1, 2005</u>	End Date: <u>November 30, 2005</u>
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11081100.331200.9005
182 P.M.

11. Scope of Grant: (describe project) Funds to replace current Mobile Command Post Vehicle
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12. Has this Grant been Funded Before? YES NO If YES When? _____

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO

If YES What is the Lee County Budget Impact:

1st Year 1,500 (Maintenance & Minor Repairs)	2 nd Year 1,500 (Maintenance & Repairs)	3 rd Year 1,500 (Maintenance & Repairs)
4 th Year	5 th Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Lee County Public Safety

2. Contacts:	Program Mgr. <u>John Wilson</u>	Phone #: <u>344-5429</u>
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GRANTOR AGENCY INFORMATION (The agency you signed this agreement with)

- 1. Grantor Agency: Office of Criminal Justice
2. Program Title/Division: Florida Dept. of Law Enforcement
3. Agency Contact: Deborah Wooden
4. Phone Number: 850/410-8700 -Martha McWilliams who works for Deborah
5. Mailing Address: 2331 Phillips Road, Tallahassee, FL 32308

SOURCE OF FUNDS

- 1. Original Funding Source: Dept. Homeland Security Grant Program
2. Pass Through Agency: Florida Dept. of Law Enforcement
3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee or Subrecipient in #3 above: Grantee

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES [] NO [X]

Please Explain:

2. Is funding received in advance? YES [] NO [X] (If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

BID/PROPOSAL/NEGOTIATION TABULATION

TITLE 38 Mobile Custom Commercial Mobile

NUMBER RFP-DMA-45

OFFERING DATE 5-31-05 TIME 2:00pm

POSTING TIME/DATE

FROM: 6/30/05 / 2:00pm

UNTIL: 6/14/05 / 2:00pm

PAGE: 1 OF 1 PAGE(S)

FAILURES TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION (215.70), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 179, FLORIDA STATUTES. ALL PROTESTS/Negotiations ACCEPTED BY THE STATE ARE SUBJECT TO THE STATE'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS APPORTIONED BY THE NEGOTIATION/Negotiations ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDOR LATED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OFFERING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION BY ANY, ARE HEREBY REJECTED AS LATE. NOTICE OF REJECTION/REJECTION, PROTEST, NEGOTIATION, SETTLEMENT: ANY PERSON WHO FILES AN ACTION FOR DAMAGES OR OTHER REMEDY AGAINST THE STATE FOR DAMAGES INCURRED BY THE DIVISION OR A STATE AGENCY PURSUANT TO SECTION (215.70), FLORIDA STATUTES, SHALL POST WITHIN THE DIVISION OR THE STATE AGENCY AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST, A BOND PAYABLE TO THE DIVISION OR STATE AGENCY IN AN AMOUNT EQUAL TO 1 PERCENT OF THE DIVISION'S OR STATE AGENCY'S ESTIMATE OF THE TOTAL VOLUME OF THE CONTRACT OR CLAIM, WHICHEVER IS LESS, WHICH BOND SHALL BE CONTINUED UNTIL THE PAYMENT OF ALL COSTS WHICH MAY BE ADDUCED AGAINST HIM IN THE ADMINISTRATIVE HEARING IN WHICH THE ACTION IS BROUGHT AND IN ANY SUBSEQUENT APPELLATE COURT PROCEEDING. FOR PROTEST OF DECISIONS OR INTENDED DECISIONS OF THE DIVISION PERTAINING TO AGENCY'S REQUEST FOR APPROVAL OF EXCEPTIONAL PURCHASES, THE BOND SHALL BE IN THE AMOUNT EQUAL TO 1 PERCENT OF THE REQUESTING AGENCY'S ESTIMATE OF THE CONTRACT AMOUNT FOR THE EXCEPTIONAL PURCHASE REQUESTED OR CLAIM, WHICHEVER IS LESS, IN LIEU OF A BOND. THE DIVISION OR STATE AGENCY MAY, IN OTHER CASE, ACCEPT A CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF THE BOND, EARLIER TO FILE THE PROTEST, BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL JUDGE IN A JUDICIAL OF THE PROTEST.

BIDDERS	Total Dollar Amount	Points Awarded
Farber Specialty Vehicles	\$464,905.00	81.20
North American Catastrophe Services	\$389,750.00	91.04 Awarded

OPENED BY: Gas Bell TABULATED BY: Tom Panchewich VERIFIED BY: Dona Williams

REMARKS: RED SCORE INDICATES INTENT TO AWARD. NOT AS SPECIFIED CODE(S):

MUR7004 (Rev. 1/99)

ATTACHMENT #2

**STATE OF FLORIDA
DEPARTMENT OF MILITARY AFFAIRS**

BID LIST REGISTRATION

May 04, 2005

With this sheet you have received proposal documents for the following:

Bid or RFP # RFP-DMA-65

Number of Addenda as of above date: NONE

Item(s) of Proposal 38' Mobile CustomCommand/Communications Module

Registration form Due May 10, 2005, 2:00 P.M.

THE PROPOSAL DOCUMENTS YOU RECEIVED ARE SUBJECT TO CHANGE. PLEASE ADD YOUR FIRM TO OUR BID LIST FOR THIS PROPOSAL BY FILLING IN THE INFORMATION BELOW AND FAXING THIS SHEET TO OUR BUREAU OF PURCHASING AND CONTRACTS AT (904) 823-0153, OR MAILING IT TO US AT:

**State of Florida
Department of Military Affairs
State Quartermaster – P&C
P. O. Box 1008
St. Augustine, Florida 32085-1008**

Company Name _____

Address _____

City, State & Zip _____

Attn: _____

Fed ID # _____

Telephone () _____

FAX No. () _____

Signed _____ **Date** _____

For further information on this process, you may telephone (904) 823-0223.

To receive information on DMA bids 24 hours a day, 7 days a week, visit <http://dms.myflorida.com/dms/purchasing> and select "Vendor Bid System (VBS)".

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CALENDAR OF EVENTS

The following time schedule will be strictly adhered to in all actions relative to the RFP, unless modified by the Department by addendum to this RFP.

- May 4, 2005** Issue date of the Request for Proposal.
- May 11, 2005** All questions and/or proposed changes to the RFP must be submitted in writing to the purchasing manager by 2:00 PM, Eastern Time (may be submitted earlier).
- May 20, 2005** Addendum including responses to written inquires and proposed changes will be posted on the Florida Vendor Bid System at www.myflorida.com.
- May 31, 2005** Proposals due. Proposal opening at 2:00 PM EST. Opening locations will be: 82 Marine Street, St Augustine Florida 32084
- June 17, 2005** Post notice of intended award.

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State of Florida
DEPARTMENT OF MILITARY AFFAIRS
Request for Proposal
Proposal No. RFP-DMA-65

Abbreviated Contents

- 1.0 General Conditions
- 2.0 Purpose and General Information
- 3.0 Special Conditions
- 4.0 Technical Specifications
- 5.0 Attachments

Expanded Contents

- 1.0 GENERAL CONDITIONS
- 2.0 PURPOSE AND GENERAL INFORMATION
 - 2.1 Purpose
 - 2.2 Glossary
 - 2.3 Purchasing Manager
 - 2.4 Contract Manager
 - 2.5 Mandatory Requirements
 - 2.6 Non – Responsive Proposals, Non – Responsible Respondents
 - 2.7 Cost of Developing and Submitting Proposal, Ownership
 - 2.8 Submission of Mandatory Forms
 - 2.9 Addenda
 - 2.10 Notice to Contractor
 - 2.11 Drug Free Workplace Program
 - 2.12 Conflict of Interest and Disclosure
 - 2.13 Unilateral Cancellation
 - 2.14 Public Entity Crimes
 - 2.15 Discrimination
 - 2.16 Taxes
 - 2.17 Delivery
 - 2.18 Contractor Mandatories
 - 2.19 Contractor Responsibility
 - 2.20 Discussions
 - 2.21 Non – Exclusive Rights
 - 2.22 Assignment of the Contract
 - 2.23 Benefit
 - 2.24 Minor Proposal Exceptions
 - 2.25 Silence of Specifications
 - 2.26 Small Business Participation
 - 2.27 Contract
 - 2.28 Default
 - 2.29 Pride
 - 2.30 Respect
 - 2.31 Additions / Deletions
 - 2.32 Economy of Presentation
 - 2.33 Accessibility for Disabled Persons
 - 2.34 Specification Exceptions, Omissions, or Errors
 - 2.35 Site Rules and Regulations
 - 2.36 Liability
 - 2.37 Submitting of Proposal
 - 2.38 Bidder's Responsibility
 - 2.39 Posting of Proposal Tabulation

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Expanded Contents Request for Proposal Proposal No. RFP-DMA-65

- 2.40 Proposal Award
- 2.41 Notice of Proposal Protest Bonding Requirement
- 2.42 Legal Requirements
- 2.43 Communications
- 2.44 Applicable Laws and Rules
- 2.45 Severability
- 2.46 Force Majeure
- 2.47 MyFloridaMarketPlace Transaction Fee
- 2.48 New Registration Required for Florida Vendors

3.0 SPECIAL CONDITIONS

- 3.1 Calendar of Events
- 3.2 Proposer's Inquiries
- 3.3 Proposal Tenure
- 3.4 Termination by Mutual Agreement
- 3.5 Termination in the Best Interests of the State
- 3.6 Termination for Convenience of the Contractor
- 3.7 Contractor's Responsibilities upon Termination
- 3.8 Limitation of Remedies
- 3.9 Contractor's Insurance
- 3.10 Proposal Bond or Proposal Guarantee
- 3.11 Performance Bond
- 3.12 Loss Deductible Clause
- 3.13 Independent Capacity of Contractor
- 3.14 Subcontractor's Public Liability and Property Damage Insurance
- 3.15 Subcontractors
- 3.16 Warranty
- 3.17 Bidder's Responsibility
- 3.18 Payment Method
- 3.19 Invoices for Commodities/Services

4.0 EVALUATION CRITERIA

- 4.1 General
- 4.2 Scoring

5.0 GENERAL INSTRUCTIONS FOR PREPARATION OF PROPOSAL

- 5.1 Technical Response
- 5.2 Delivery
- 5.3 Delivery Condition
- 5.4 Guarantee
- 5.5 Qualification of Bidder
- 5.6 Sub-Contractors
- 5.7 Florida In-State Service Facility

6.0 ATTACHMENTS

- A SPECIFICATIONS
- B PROPOSAL PRICE SHEET/DELIVERY DATE
- C DEVIATIONS FROM PROPOSAL SPECIFICATIONS LIST
- D FLORIDA IN-STATE SERVICE LOCATION
- E IDENTICAL TIE PROPOSALS
- F CHECKLIST
- G PUR 1000
- H PUR 1001

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SECTION 2 PURPOSE AND GENERAL INFORMATION

2.1 PURPOSE: The purpose of this Proposal is to purchase: a 38' Custom Command/Communications Module. Includes engine, chassis, body system, communication equipment, wiring and training.

Vendor submitting a Proposal must be registered in MyFloridaMarketPlace prior to the Proposal opening (see **NEW REGISTRATION REQUIRED FOR FLORIDA VENDORS** section, 2.48). A vendor shall not be considered for an award if not registered in MyFloridaMarketPlace.

2.2 GLOSSARY:

CONTRACT: The notice of award and/or purchase order(s) and/or contract(s) issued by the Department to the Contractor to this RFP, which shall incorporate, among other provisions, the contents of this RFP, and the successful Contractor's proposal, except as specifically provided to the contrary in the notice of award and/or purchase order(s) and/or contract(s).

CONTRACTOR: Any firm or person who submits a proposal to the Department in response to this RFP.

CONTRACTOR (PRIME CONTRACTOR): The Contractor with whom the State executes a Contract/purchase order to provide the required commodities/services.

DAY: A calendar day.

NUMBER OF VERBS OR NOUNS: Throughout this RFP, the singular may be read as the plural and the plural as the singular.

OFFEROR: Any firm or person who submits a proposal to the Department in response to this RFP.

PROPOSAL: All information and materials submitted by a Contractor in response to this RFP.

PUBLIC ENTITY CRIMES: As defined in paragraph 287.133(1)(g), Florida Statutes, "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

STATE: State shall be synonymous with the Department of Military Affairs.

SUBCONTRACTOR: Any person other than an employee of the Contractor who performs any of the services listed in this RFP for compensation paid by the Contractor.

VALID PROPOSAL: A responsive offer in full compliance with the Request for Proposal specifications and conditions by a responsible person or firm. The responsiveness of a Proposal shall be determined based on the documents submitted with the proposal. The responsiveness of the proposal and the qualifications or responsibility of the offeror will be determined as of the time the proposal is publicly opened.

- a. Responsive offer means a person or firm, which has submitted a proposal, which conforms in all material respects to the Request for Proposal.
- b. Responsible or qualified offeror means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a proposal requiring information may be cause for such proposal to be rejected.

VENDOR: Any firm or person who submits a proposal to the Department in response to this RFP.

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2.3 PURCHASING MANAGER: The Purchasing Manager, acting on the behalf of the Department of Military Affairs, is the sole point of contact with regard to all procurement matters relating to the RFP, from the date of release until the Department's Notice of Agency Decision.

Gus Bell, Purchasing Director
Department of Military Affairs
State Quartermaster – P&C
P. O. Box 1008
St. Augustine, Florida 32085-1008
Phone No. (904) 823-0241 Fax No. (904) 823-0153
Email: gus.bell@fl.ngb.army.mil

Alternate Address: 82 Marine Street, St Augustine Florida 32084

Any questions arising from this (RFP) must be forwarded, in writing, to the Purchasing Manager identified above. The Department's written response to those inquires will be posted on the Florida Vendor Bid System at www.myflorida.com under this Proposal number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their Proposal.

Only written inquires from vendors, which are signed by persons authorized to contractually bind that company, will be recognized by the Department as duly authorized expressions on behalf of the vendor.

2.4 CONTRACT MANAGER: The DMA employee identified below is designated as Contract Manager and shall act on behalf of the Department of Military Affairs for contractual matters after the Notice of Agency Decision has been completed and the Contract is executed.

Tim Bloodworth, Grant Specialist III
Department of Military Affairs
State Quartermaster – P&C
P. O. Box 1008
St. Augustine, Florida 32085-1008
Phone No. (904) 823-0403 Fax No. (904) 823-0153
Email: tim.bloodworth@fl.ngb.army.mil

Alternate Address: 82 Marine Street, St Augustine Florida 32084

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

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

2.6 NON-RESPONSIVE PROPOSALS. NON-RESPONSIBLE RESPONDENTS: Proposals which do not meet all requirements of this RFP or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the RFP are those set forth as mandatory or without which an adequate analysis and comparison of proposals are impossible, or those which affect the competitiveness of proposals or the cost to the State. Respondents whose proposals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meets the material requirements of the RFP, and which respondents are responsible. See Section "Mandatory Requirements," "Exception.

2.7 COSTS OF DEVELOPING AND SUBMITTING PROPOSAL OWNERSHIP: Neither the Department nor the State is liable for any of the costs incurred by a Respondent in preparing and submitting a proposal. All proposals become the property of the Department upon receipt and will not be returned to the Respondents once opened. The Department shall have the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

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2.8 SUBMISSION OF MANDATORY FORMS: A representative who is authorized to contractually bind the bidder shall sign the Proposal.

2.9 ADDENDA: Any and all addenda to this RFP will be issued in writing posted on the Florida Vendor Bid System at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. Contractors are urged to periodically review for relevant addenda.

Any addenda or answers to written questions supplied by the State to participating bidders become part of this Request for Proposal and the resulting contracts.

2.10 NOTICE TO CONTRACTOR – Alien Employment: The Department shall consider the employment by any 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.

2.11 DRUG FREE WORKPLACE PROGRAM: The Contractor agrees to implement a drug free workplace program as defined in 287.087, Florida Statutes.

2.12 CONFLICT OF INTEREST AND DISCLOSURE: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Department, the State of Florida, or any of its agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Department, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3 5, Florida Statutes, in seeking to influence the actions of the Department in connection with this procurement.

2.13 UNILATERAL CANCELLATION: This contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from Section 24(A) of Article 1 of the State constitution and Section 119.07(1), Florida Statutes.

2.14 PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.15 DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. (Ref. s. 287.134, FS, as amended by Chapter 2000-286, Laws of Florida, created by HB 27, Section 6 (2)(a) and (3)(a).

2.16 TAXES: The Department is generally exempt from all federal, state and local taxes and no such taxes shall be included in the price of the Contract. The Department shall have no responsibility for the payment of taxes, which become payable by Contractor or its subcontractors in performance of the Contract.

2.17 DELIVERY: All prices to be FOB destination. Delivery is to be included in the Proposal. Delivery is to the locations specified in this RFP, with quantities to be determined.

2.18 CONTRACTUAL MANDATORIES: A bidder's response to this Request for Proposal shall be considered as the bidder's formal offer. The signing of the contract or purchase order shall constitute the Department's written

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acceptance of the successful Proposal and a copy of the signed contract shall be forwarded to the successful bidder.

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

2.20 DISCUSSIONS: Prior to the State determining whether Proposals have been submitted in accordance with the requirements of this Request for Proposal, any discussion by the bidder with any employee or authorized representative of the State involving cost information will result in rejection of said bidder's response. No negotiations, decisions or actions shall be initiated or executed by a bidder as a result of any discussion with any State employee. Only those communications, which are in writing from the Department of Military Affairs, Purchasing Department, may be considered as a duly authorized expression on behalf of the state. Any inquiries from bidders concerning this Proposal shall be submitted in writing to the Department of Military Affairs, Quartermaster - P&C, P. O. Box 1008, St. Augustine, Florida 32085-1008

2.21 NON-EXCLUSIVE RIGHTS: The right to provide the commodities and services, which will be granted under the Contract, shall not be exclusive. The Department reserves the right to Contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the Contract.

2.22 ASSIGNMENT OF THE CONTRACT: The Contract is not assign-able except with the prior written approval of the Department. Monies, which become due there under are not assignable except with the prior written approval of the Department, and the concurrence of the Comptroller of the State of Florida. In the event of such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Contractor is thereunder bound and obligated. No assignment, if any, shall operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.

2.23 BENEFIT: The Contract is for the benefit of the Department and the Contractor and not for the benefit of any third party or person.

2.24 MINOR BID EXCEPTIONS: This Department reserves the right to waive minor deviations or exceptions in Proposals providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the Proposal by giving a bidder an advantage or benefit not enjoyed by other bidders.

2.25 SILENCE OF SPECIFICATIONS: The apparent silence of specifications set forth in this Proposal and contract to any details or the omission from it of a detailed description, concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality to be used. All interpretations of this Proposal shall be made upon the basis of this statement.

2.26 SMALL BUSINESS PARTICIPATION: The Department wishes to encourage contracting and/or subcontracting of portions of the contract to, or purchase of goods and services from, Florida small businesses. The Department adopts by reference the definitions of small business used by the U.S. Small Business Administration. See tables at <http://www.sba.gov/size/sizetable.html>. A firm must be located in Florida to qualify as a Florida small business.

2.27 PURCHASE ORDER: The purchase order between the Department and the successful bidder (Contractor) shall incorporate this RFP, addenda to this RFP, and the Contractor's proposal. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the RFP shall govern. The contract shall be awarded in accordance with Rule 60A-1.001(9), Florida Administrative Code.

2.28 DEFAULT: Failure of the Contractor to perform according to the Contract shall be cause for the Contractor to be found in default. In the event of default, any and all procurement costs, along with any other remedies provided in the RFP, Contract and/or by rule or law, may be charged against the Contractor.

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2.29 PRIDE: It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from the corporation identified under Chapter 946, F. S. in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F. S.; and for purposes of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available products, pricing and delivery schedules may be obtained by contacting: Robyn Sandord, PRIDE of Florida, 12425 28th Street North, Ste. 103, St. Petersburg, Florida 33716, telephone (727) 572-1987 or 1-800-643-8459.

2.30 RESPECT: It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S. in the same manner and under the same procedures set forth in Section 413.036 (1) and (2), F.S. and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. The nonprofit agency is identified as: RESPECT of FLORIDA. Available products, pricing and delivery schedules may be obtained by contacting: Customer Service, RESPECT of FLORIDA, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone (850) 487-1471.

2.31 ADDITIONS/DELETIONS: During the term of the contract resulting from this Request for Proposal, the State shall have the right to add/delete services/products upon mutual written agreement of both parties.

2.32 ECONOMY OF PRESENTATION: Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this Request for Proposal. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that bidders follow the format and instructions contained herein.

2.33 ACCESSIBILITY FOR DISABLED PERSONS: If a special accommodation is needed, please advise no later than five working days prior to the event by contacting the Bureau of Purchasing and Contracts at (904) 823-0223.

2.34 SPECIFICATION EXCEPTIONS, OMISSIONS, OR ERRORS: Specifications are based on the most current literature available. Bidder shall notify the Bureau of Purchasing and Contracts, Department of Military Affairs, in writing, no less than ten (10) days prior to the Proposal opening, of any change, omission or error in the manufacturer's specifications which conflict with the Proposal specifications.

2.35 SITE RULES AND REGULATIONS: Contractor shall use its best efforts to assure that its employees and agents, while on any State, County or Agent premises, shall comply with the rules and regulations applicable to that site.

2.36 LIABILITY: The contractor shall hold harmless the Department from any and all liability in damages arising out of covenants and agreements, it being specifically understood that it is an independent contractor to furnish said service upon its own credit and it is not an employee, agent, servant or representative of the Department.

2.37 SUBMITTING OF PROPOSAL: The Proposal forms furnished must be submitted with your Proposal. Forms to be filled out in pen and ink or typewritten with no alterations, changes or amendments made within. All forms to be signed and dated. Submit your Proposal in accordance with the Calendar of Events (Section 3) to: Department of Military Affairs, Quartermaster - 82 Marine Street, St Augustine Florida 32084. Mark on the envelope/container in which your Proposal is submitted: Proposal Title, Proposal No. RFP-DMA-65 and Time of Proposal opening 2:00 PM, May 31, 2005.

2.38 BIDDER'S RESPONSIBILITY: All bidders are advised to examine their Proposals carefully and to assure that the Proposal is delivered at the proper time and place of the Proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile or telephone are not acceptable. All Proposal prices shown on the Proposal sheets submitted are final and mistakes will be at bidder's risk.

Any or all items delivered to the purchaser not meeting specifications or found to be defective will not be accepted, but returned to vendor at bidder's expense for rebate or replacement. Since it is impossible for this Department to

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inspect all items on arrival, a reasonable opportunity must be allowed for inspection and returning of defective items to the vendor.

2.39 POSTING OF PROPOSAL TABULATION: Intended award will be posted for review by interested parties on the Florida Vendor Bid System at http://fcn.state.fl.us/owa_vbs/owa/vbs_www_main_menu and will remain posted for a period of seventy-two (72) hours excluding weekends and State observed holidays.

2.40 PROPOSAL AWARD: It is anticipated award will be made pursuant to an "All or none" basis. The Department of Military Affairs reserves the right to reject any or all Proposals and to waive any minor irregularity or technicality in Proposals received. It is anticipated that award will be to the lowest responsive bidder that can fulfill the Department needs in accordance with the specifications of this Proposal.

2.41 NOTICE OF PROPOSAL PROTEST BONDING REQUIREMENT: Any prospective Respondent who disputes the reasonableness or appropriateness of the terms, conditions and specifications of this RFP, any addendum, Notice of Respondents Selected for negotiations, Notice of Intended Award, or notice of intent to Reject all Proposals, shall file a Notice of Intent to Protest in appropriate form within 72 hours (excluding State holidays, Saturday and Sunday) of the receipt of the RFP or of a written addendum and/or written answers to questions, or posting of any notice, and a formal written protest in the form of a petition within ten (10) calendar days thereafter. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2)(c), Florida Statutes. Failure to file both a protest and bond within the time prescribed in Section 120.57(5), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

2.42 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 proposals received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a proposal hereto and the Department. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Respondent shall not constitute a cognizable defense against their effect.

2.43 COMMUNICATIONS: No negotiations, decisions or actions shall be initiated or executed by a bidder as a result of any discussion with any State employee. Only those communications that are in writing from the Bureau of Purchasing & Contracts may be considered as duly authorized expressions on behalf of this Department. Any inquiries from bidders concerning this Proposal shall be submitted in writing to the, Department of Military Affairs, Quartermaster - P&C, P. O. Box 1008, St. Augustine, Florida 32085-1008.

2.44 APPLICABLE LAWS AND RULES: The contractor shall comply with all laws, regulations, and directives issued by any public health agency pertaining to the Workers' Compensation Act and shall conduct said operation in a safe, efficient and sanitary manner. The contractor is responsible for complying with any applicable local, state or national codes and/or ordinances. If applicable all necessary permits and licenses shall be the responsibility of the contractor.

2.45 SEVERABILITY: It is understood and agreed by the parties hereto, that if any part, term or provision of the contract is held by the courts to be illegal or in conflict with any law of the State governing the contract, the validity of the remaining portions or provisions shall not be affected, and the right and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

2.46 FORCE MAJEURE: Except as otherwise provided herein, neither Contractor nor the Department shall be liable to the other for any delay in, failure of performance of, any covenant contained herein nor shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force Majeure. As herein used "force Majeure" is strictly limited to include fire, explosion, action of the elements, rationing, war, or civil disturbance. The existence of such causes of delay or failure shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

2.47 MyFloridaMarketPlace Transaction Fee The State of Florida through the Department of Management Services ("Department") has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to

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section 287.057(23), Florida Statutes (2002), all payments 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 item(s) if such item(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 procurement costs from the vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

On a quarterly calendar basis, each vendor registered in MyFloridaMarketPlace shall report and pay the Transaction Fee amount that has not been automatically deducted, using form PUR 3776 (07/03)*, which is hereby incorporated by reference. All information provided by the vendor is material and will be relied upon by the Department in Administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it had no reportable sales for the quarter and that it owes no Transaction Fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes, and shall be ground for precluding the vendor from doing future business with the State.

* Form PUR 3776 (07/03) will be available from the MyFlorida.com website, click on "Business", click on "Doing Business with the State", click on "Laws & Guidelines", then click on "Purchasing Forms"
Revised 3/28/03

2.48 NEW REGISTRATION REQUIRED FOR FLORIDA VENDORS: The State of Florida is implementing a new web-based procurement system called "MyFloridaMarketPlace." This system provides a user-friendly internet portal where vendors can register, receive information on upcoming bids, post information on products and services, and receive purchase orders electronically.

The system will be implemented in a phased approach starting with state agencies. Subsequently, the system will be made available to public schools, universities, community colleges, and local governments.

Effective July 1, 2003, vendors must be registered in the system in order to conduct business with the State. If you have not had the opportunity to register, please log on to the MyFloridaMarketPlace website to complete the registration process. To access online registration, log on to www.myflorida.com, and click on the 'MyFloridaMarketPlace / e-Pro' link under 'Hot Topics.' Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' link to begin registration. In order to register, you will need the following information:

- Company name
- Tax ID type and number – Social Security Number (SSN) or Federal Employer Identification Number (FEIN)
- Tax filing information – including the business name on your 1099 tax form (where applicable)
- Location information:
 - A business name for each company location (if different from the company name)
 - A complete address for each location (including details for sending purchase orders, payments, and bills to each location)

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- A contact person for each of your locations
- Commodity codes that describe the products and/or services your company provides. These codes can be found in MyFloridaMarketPlace.
- CMBE (Certified Minority Business Enterprises) information if you are a certified minority business.
- If the firm is a current vendor to the State of Florida, re-registration will require a State-issued sequence number and PIN—available from the Department of Management Services by faxing a request on company letterhead to 850-414-8331

PLEASE READ THE INFORMATION CAREFULLY. Part of the Vendor Registration activity includes a section on terms and conditions in which a vendor accepts an agreement to pay a 1% fee on all agency purchases effective July 1, 2003. This fee does not apply to existing contracts or those exempted by Rule 60A-1.032 (See http://marketplace.myflorida.com/related/proposed_rule.htm). Vendors will also still need to sign up for electronic notification in bids via the Vendor Bid System (VBS). We look forward to working with you in MyFloridaMarketPlace. If you have any questions about the registration process, please contact the Vendor Help Desk at 1-866-FLA-ePRO (352-3776) or by e-mailing VendorHelp@myflorida.com.

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SECTION 3 SPECIAL CONDITIONS

3.1 CALENDAR OF EVENTS: The following time schedule will be strictly adhered to in all actions relative to the RFP, unless modified by the Department by addendum to this RFP.

May 4, 2005	Issue date of the Request for Proposal.
May 11, 2005	All questions and/or proposed changes to the RFP must be submitted in writing to the purchasing manager by 2:00 PM, Eastern Time (may be submitted earlier).
May 20, 2005	Addendum including responses to written inquires and proposed changes will be posted on the Florida Vendor Bid System at www.myflorida.com .
May 31, 2005	Proposals due. Proposal opening at 2:00 PM EST. Opening location: 82 Marine Street St Augustine Florida 32084
June 17, 2005	Post notice of intended award.

3.2 PROPOSER'S INQUIRIES: The Contractor shall examine the Request for Proposal (RFP) to determine if the State's requirements are clearly stated. If there are any requirements, which restrict competition, the contractor may request, in writing, to the State that the specifications be changed. The contractor who requests changes to the State's specifications must identify and describe the respondent's difficulty in meeting the State's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. A contractor's failure to request changes by the date specified in the calendar of events above, shall be considered to constitute contractor's acceptance of State's specifications. The State shall determine what changes to the Request for Proposal shall be acceptable to the State. If required, the State shall issue an addendum reflecting the acceptable changes to this Request for Proposal, which shall be posted on the State's Vendor Bid System at <http://fcv.state.fl.us/owa/vbs/owa/vbs> www.main menu in order that all contractors shall be given the opportunity of submitting proposals to the same specifications.

3.3 PROPOSAL TENURE: All proposals are binding for one hundred eighty (180) days following the proposal opening date.

3.4 TERMINATION BY MUTUAL AGREEMENT: With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

3.5 TERMINATION IN THE BEST INTERESTS OF THE STATE: The Department reserves the right to terminate the Contract or any part of the Contract in the best interests of the state, upon 30 days notice to the contractor. The Department shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the state. If the Department terminates in the best interests of the state after an order for materials or services has been placed, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expense necessarily incurred in the performance of work up to time of termination.

The Department reserves the right to cancel this contract upon the Department of Management Services issuing a State contract for this type service for use by the agencies. A 30-day written cancellation notice will be sent to the vendor.

The performance by the Department, of any of its obligations under this Request for Proposal and subsequent agreement, shall be subject to and contingent upon the availability of monies lawfully appropriated for such purposes. If the Department deems at any time during the term of this agreement that monies lawfully applicable to this agreement shall not be available for the remainder of this term, or that for cause the agreement shall be cancelled, the Department shall notify the Vendor in writing, with instructions as to the effective date of cancellation,

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whereupon the obligations of the parties herein shall end and this agreement shall be considered cancelled by mutual consent.

3.6 TERMINATION FOR CONVENIENCE OF THE CONTRACTOR: The contractor may terminate the contract in its entirety at its convenience, upon 90 days notice in writing to the Contract Manager. All of the contractor's obligations under the contract will remain in force during the 90 days notice period.

3.7 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION: After receipt of a Notice of Termination, and except as otherwise specified by the Department, contractor shall:

1. Stop work under this Contract on the date, and to the extent specified, in the notice:
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated:
3. Complete performance of such part of the work as shall not have been terminated by the Department; and
4. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the Department has or may acquire an interest:
5. Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the Department of Military Affairs all property and materials belonging to the Department of Military Affairs, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department of Military Affairs all written information regarding the performance of the contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department of Military Affairs concurrently with such transfer or assignment shall assume the obligations of the Contractor if any, on all non-cancelable contracts with third parties.

Upon termination of the contract by the Department of Military Affairs, the Contractor shall be deemed to have released and relinquished to the Department of Military Affairs all claims or rights it may otherwise have to common law or statutory copyright with respect to all or any part of material prepared or created by the Contractor in the course of its performance.

3.8 LIMITATION OF REMEDIES: Contractor's entire liability and the State's exclusive remedy shall be as follows: Contractor shall hold and save the State harmless for any and all suits and judgments against the State for personal injury or damage to real or tangible personal property caused by Contractor's tortious conduct in the performance of this Agreement provided that (a) the State promptly notifies Contractor in writing of any claim, and (b) Contractor shall hold and save the State harmless for any and all suits and judgments against the State for personal injury or damage to real or tangible personal property caused by Contractor's tortious conduct in the performance of this Agreement provided that (a) the State promptly notifies Contractor in writing of any claim, and (b) Contractor shall be given the opportunity, at its option, to participate and associate with the State in the control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim, or portion thereof, for which

Contractor agrees at the initiation of such claim that Contractor shall save and hold the State harmless, Contractor shall have the sole control of the defense, trial and any settlement negotiations, and (c) the State fully cooperates with Contractor in the defense of any claim.

3.9 CONTRACTOR'S INSURANCE: The Contractor shall not commence any work in connection with the Contract until he has obtained all the following types of insurance and such insurance has been approved by the Purchaser, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and licensed to do business in Florida.

a. **WORKER'S COMPENSATION INSURANCE:** The Contractor shall take out, and maintain during the life of this agreement, Worker's Compensation insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's

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Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation law Florida

Statutes Chapter 440. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workman's Compensation statute, the Contractor shall provide, and cause each Subcontractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his employees not otherwise protected.

b. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall take out and maintain during the life of this agreement COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amount of such insurance shall be the minimum limits as follows:

1. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY COVERAGE'S, BODILY INJURY & PROPERTY DAMAGE \$100,000.00 each Occurrence, Combined Single Limit
2. AUTOMOBILE LIABILITY COVERAGE'S, BODILY INJURY & PROPERTY DAMAGE \$ 50,000.00 each Occurrence, Combined Single Limit Insuring clause for both BODILY INJURY and PROPERTY DAMAGE shall be amended to provide coverage on an OCCURRENCE BASIS.

c. SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall require each of his Subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his Subcontractors in his policy as specified above.

d. LOSS DEDUCTIBLE CLAUSE: The purchaser shall be exempt from, and in no way 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 Contractor providing such insurance.

3.10 PROPOSAL BOND OR PROPOSAL GUARANTEE: A Proposal bond of 5% of bid price will be required for this RFP. Bond will be returned upon receipt of Performance Bond from awarded vendor.

3.11 PERFORMANCE BOND: Funding for this project is contingent upon a government grant that must be completed by November 30, 2005. Therefore, a performance bond for the amount of the bid will be required before the RFP is awarded. Failure to comply with the required delivery of the complete unit will result in the purchaser being paid for the full amount of the Bid Price.

3.12 LOSS DEDUCTIBLE CLAUSE: The purchaser shall be exempt from, and in no way 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 contractor providing such insurance.

3.13 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of State. All persons furnished, used, retained, or hired or on behalf of Contractor or such subcontractor, and Contractor shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

3.14 SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The contractor shall require each of his subcontractors to secure and maintain during the life of the Subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

3.15 SUBCONTRACTORS: The satisfactory supply of equipment and services, and completion of the effects detailed herein are the responsibility of the successful bidder. Bidder must retain total responsibility in the event bidder elects to

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subcontract certain portions of the services contracted for. The purchaser will interface only with the vendor listed and not any subcontractors. The contractor is responsible for complying with any applicable codes and/or ordinances.

3.16 WARRANTY: Chassis: 3 years, 50,000 miles

Engine: 5 years, unlimited mileage

Body: Three years or 36,000 miles

Roof: Three years

Floor Structurewood: Three years

Appliances: Three years

Generators: Three years

Communications Components: Manufacturers standard (i.e. Motorola etc...)

Workmanship by Builder: 1 year parts and labor, includes custom interior due to normal wear, installation of EIA racks and wiring. All installed components such as, but not limited to, laptops, TV's, printers, monitors and cameras will carry the standard manufacturers warranty provided.

3.17 BIDDER'S RESPONSIBILITY: All bidders are advised to examine their Proposals carefully. All Proposal prices shown in the Proposal sheets submitted are final and mistakes will be at bidder's risk. Any or all items delivered to the purchaser not meeting specifications or found to be defective will not be accepted, but returned to vendor at his/her expense for rebate or replacement. As it is impossible for this Department to inspect all items on arrival, a reasonable opportunity must be allowed for inspection and returning of defective items to the vendor(s). All bidders are urged to read all Proposal specifications and conditions thoroughly.

3.18 PAYMENT METHOD: Contractor shall submit invoices in triplicate to the attention of the Department's appointed contract manager. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Department's contract manager or their successor shall be responsible for enforcing performance of the contract terms and conditions and he shall serve as liaison with the contractor and shall approve all invoice prices for payment.

3.19 INVOICES FOR COMMODITIES / SERVICES: Items to be invoiced as shipped or delivered. Payment shall be made in accordance with Section 5.422, Florida Statutes, which states the contractors' rights and the State Agency's responsibilities concerning interest penalties and time limits for payment of invoices. The vendors Federal Employment Identification Number and the Agency's Purchase Order Number must appear on all invoices. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

SECTION 4.0 EVALUATION CRITERIA

4.1 General: All proposals properly submitted and responsive will be accepted by the DMA. The DMA reserves the right, however, to reject any or all proposals received, or cancel this RFP, or any part dealing with a specific project identified in the Proposal Specification Attachment A, according to the best interests of the State of Florida. The DMA reserves the right to make a final selection without further discussion of the responses submitted.

A non-responsive proposal shall include, but not be limited to, those that: i) are irregular or are not in conformance with the requirements and instructions contained herein; ii) have improper or undated signatures; iii) fail to utilize or complete prescribed forms; iv) are conditional proposals; v) are incomplete proposals; vi) are not received on or before the closing deadline; vii) propose a project that cannot be completed within the contract period, will require additional funding to implement, or cannot be implemented upon completion for any reason; or viii) are proposed by a local government whose adopted comprehensive plan has not been found to be in compliance with Chapter 163, Part II, Florida Statutes.

THE RESPONSIVENESS OF A PROPOSAL SHALL BE DETERMINED BASED UPON THE DOCUMENTS SUBMITTED WITH THE PROPOSAL. A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.

DMA may waive minor irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of such ARE NOT PREJUDICIAL to other respondents. Variations that are not minor shall not be waived.

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4.2 Scoring: Each proposal will be reviewed by a selection committee of at least five (5) members, including at least two (2) DMA employees with knowledge of the solicited services. Each of the proposals will be evaluated with reference to the terms of this request for Proposals, and the Sample Evaluation Score Sheet below. The committee in determining recommendations awards shall calculate total point scores for each proposal.

Any requirement of this solicitation, which indicates the consequences of noncompliance, shall be strictly enforced.

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Sample Evaluation Worksheet

Proposal # _____

Total Points Awarded _____

Proposer Name: _____

Proposals will be awarded up to 100 points base upon the completeness, as well as Proposer's familiarity and experience with and ability to perform the proposed services in accordance with the goals and objectives of the program.

<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Awarded</u>
1. Certifications and references	10	
2. Qualifications of Personnel - Project Management and Staffing - Capacity of Respondents to administer this project - Experience of Personnel for this Project (support by resumes) - Relevance of Individual Experience to project - Level of involvement of Individuals	10	
3. Scope of Work (Project Plan) <ul style="list-style-type: none">• Description of Work Activities and Deliverables• Technical Understanding• Thoroughness of Approach• Milestone Chart• Facilities & Equipment• Method of Materials	30	
4. Budget (Overall cost versus other proposals (up to 40 Points) Lowest Bld receives 40 points; Interpolate for other proposers)	40	
5. Aggregate Price of additional options (Lowest Bld receives 10 points; interpolate for other proposers)	10	
6. Drug free Work place (Zero Point value; may be used for tiebreaker only)		
7. Delivery Date (Zero Point value; will be awarded for delivery date. Vendor must deliver by November 30, 2005)		

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SECTION 5.0 GENERAL INSTRUCTIONS FOR PREPARATION OF PROPOSAL

The proposal shall consist of the following parts:

5.1 Technical response: The technical response package shall be prepared by each respondent. Each respondent shall limit the technical response section to no more than the page limits specified below. If the specified page limit for the particular section or subsection is exceeded, the extra pages for that section or subsection may not be reviewed. Pages not used for a particular section cannot be added to the page allowance for another section. Any photos, maps, diagrams, charts or other non-text material, which provides information about the response, with regard to a given component of the technical response package, shall be included in the page limitation of the response package.

The technical response package shall contain the following sections:

A. Executive Summary: (Limit this section to no more than two pages)

This section must condense and highlight the contents of the proposal in such a way as to provide the Department of Military Affairs with a brief synopsis of the proposal.

B. General Information (Limit this section to no more than 2 pages):

1. Name and Mailing address of the legal entity-submitting proposal.
2. Offeror's telephone and facsimile number.
3. Legal Status of organization (e.g. – corporation, sole proprietorship, partnership) and date established.
4. Federal Identification number (FEID).
5. Location of the facility from which the Offeror will operate in performing services if awarded the contract resulting from this RFP.
6. Primary business, total number of employees, and the number of personnel directly engaged in the proposed activities.
7. Current financial information, e.g. – corporate balance sheet and a statement of income.

C. References: (Limit to no more than 2 pages)

The Proposer shall provide a list of five different previous clients as references. References shall provide written references describing similar projects with enough detail to allow the evaluation committee to easily determine whether the work is similar to what is being requested in this document, and whether the organization for whom the work was performed is a federal or state governmental entity, or is a private corporation, or is comparable to the Florida Department of Military Affairs in terms of its nature, size and mission. Reference information shall include firm name, contact name, telephone number, position, and a short description of the work performed.

D. Technical Response: Scope of Work: (Limit to no more than 25 pages)

The successful bidder will provide all material and installations. The successful bidder will also provide all systems integration and testing. The vehicle body will be built to the design as shown in the Proposal specifications. Any deviations or changes from the Proposal specifications must be explained along with the reason for the deviations.

5.2 Delivery: Delivery of the completed vehicle shall be before November 30, 2005. Delivery deadline will be deciding factor in making award. Any Bid not meeting the required delivery date will be considered non-responsive and will not be evaluated. Delivery will be to:

**Department of Military Affairs
Robert F. Ensellin Armory
2305 State Road 207
St Augustine Florida 32086**

Delivery shall be made in accordance with instruction on Purchase Order from agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency.

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5.3 Delivery Condition: Vehicle must be delivered strictly in accordance with specifications. If vehicle is delivered with deviation or improper servicing, the contractor must arrange to have the necessary work done within five (5) days (exclusive of Saturdays, Sundays, and Holidays) after receipt of written notification from the agency. Otherwise, the State may have the corrections made at contractor's expense.

5.4 Guarantee: The bidder guarantees that the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one (1) year unless otherwise specified within separate manufacturers warranty. If, during this period, such faults develop, the unit or part affected is to be replaced without any cost to the State including any charges for parts and labor.

Where accessories are to be supplied, they must be compatible with the rest of the equipment.

5.5 Qualification of Bidder: Proposals will be accepted only from established manufacturers or their authorized dealers. Any dealer submitting a Proposal hereby guarantees that it is an authorized dealer or direct distributor of the manufacturer, that the manufacturer has agreed to supply the dealer with all quantities of products required by the dealer in fulfillment of its obligations under any resultant contract with the State, and that it will provide a certificate from the manufacturer acknowledging this level of support.

Bidders are required to meet the following requirements:

Minimum 10 years in business (This includes subsidiaries that have manufactured this type of equipment in the past.)

Manufactured at least ten (10) units using the same cab-chassis truck/body construction and built in the past three years.

The bidder must also have a Florida based Service Facility.

DMA May require a certificate from the bidder showing the number of years the bidder has been active in selling the products offered and the size and location of the inventories regularly maintained.

DMA reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract.

5.6 Sub-Contractors: When any portion of the Complete vehicle is to be installed by other than the bidder or chassis manufacturer, the bidder shall indicate in the Proposal the name of the sub-contractors performing such installation and the location of their plants. Sub-Contractors must meet the same qualifications and state registration requirements as the primary contractor.

5.7 Florida In-State Service Facility: Proposer must provide a location in the State of Florida where the vehicle will be serviced and where warranty work will be completed. The information for this Service Facility should be submitted on Attachment D of this proposal.

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ATTACHMENT A

Specifications

State of Florida

Department of Military Affairs

Listed below are the specifications for the fabrication of a Custom Mobile Command/Communications Module. The Engine, Chassis and Body System specifications are listed as the preferred platform for the vehicle. Other platform systems may be considered for evaluation provided they meet or exceed the below listed requirements. Any deviations from the preferred specifications below should be listed in the appropriate section of Attachment C of this RFP.

Proposal will be awarded based on the Evaluation Criteria in Section 4.0 of this Proposal.

44th CST Mobile Command Center
38' Custom Command/Communications Module
Engine, Chassis, Body Systems, and Communications Specifications

Engine, Chassis, Body Systems, and Communications Specifications

Engine

The engine shall be a Caterpillar 3126E, turbocharged, after-cooled, 7.2 Liter, electronic diesel rated at 330 Hp @ 2,200 rpm, 860 lb*ft (1166 N*m) @ 1,440 rpm. Cylinder Block shall consist of deep-skirt, cast-iron alloy design made from 30,000 psi minimum strength cast iron with a forged steel Crankshaft. Engine specifications are as follows:

6-Cylinder, 4-Stroke-Cycle Diesel

Bore—in (mm)	4.33 (110)
Stroke—in (mm)	5.00 (127)
Displacement—cu in (L)	442 (7.2)
Aspiration	ATAAC (air to air after-cooling)
Compression Ratio	16:1
Rotation (from flywheel end)	Counterclockwise
Cooling System (engine only)—Gal (L)	3.5 (13.2)
Lube Oil System (refill)—Gal (L)	7.3 (28.0)

Basic Engine Equipment

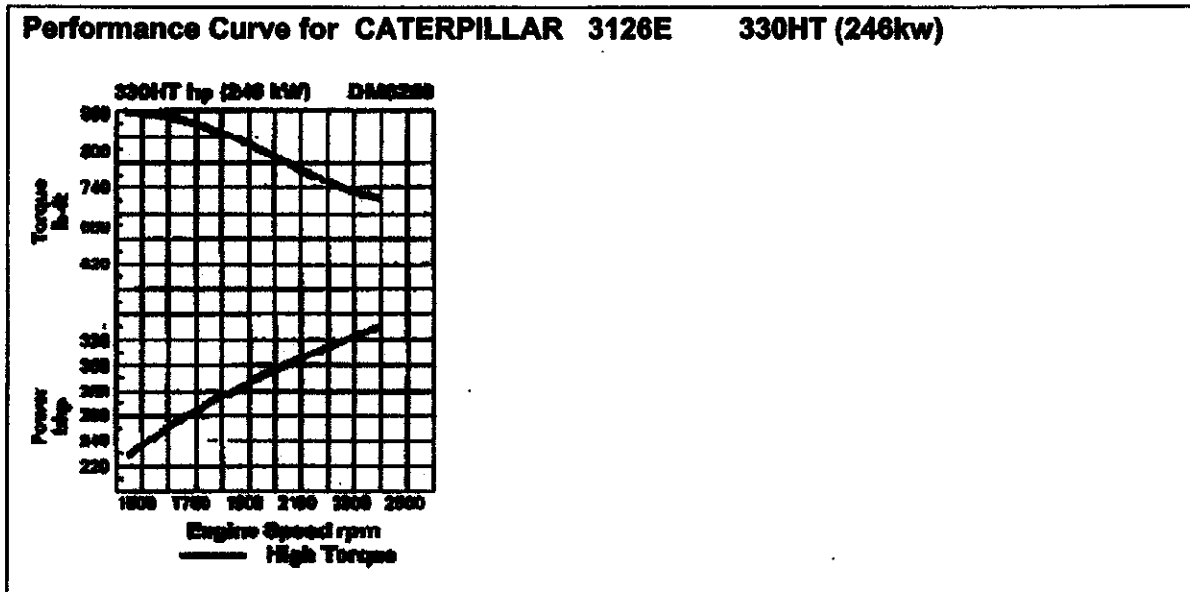
Air inlet manifold heater	Fuel, spin-on filter, transfer pump
Cooling, belt driven jacket water pump, oil cooler	Governor, full range electronic
Crankcase breather	Hydraulic Electronic Unit Injection (HEUI)
Electronic Control Module (ECM)	Lifting Eyes
Electronic data link, ATA/SAE	Turbocharger
Flywheel and SAE No. 2 housing	Vibration Damper
Lubricating, spin-on filter, pump, rear sump pan	Fuel/water separator
1000-watt block heater	

Performance Data

Rated hp (kw)	330 (246)
Rated rpm	2400
Governed Speed rpm	2400
Low idle rpm	700
Operating range (rpm)	960

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Altitude capability ft (m)	10,000 (3050)
Peak Torque-lb-ft (N-m)	860 (1166)
Peak Torque rpm	1440
Peak Torque Rise (%) (Gov. rpm)	19



Electronic Features

Electronic Self-Diagnostics

Compatible with Caterpillar Electronic Technician (ET), Electronic Control Analyzer Programmer (ECAP), and MPSI Pro-Link service tools.

Cold weather startup strategy and electronic idle control functions

ECM storage of operational, maintenance, and diagnostic data

J1939 compatible—ABS, Allison WT

Customer selectable, re-programmable operation parameters:

- Engine Monitoring System—off, warning, derate, or shutdown
- Cruise control with exclusive SoftCruise
- Vehicle speed-mpg (km/h)-limiting and protection
- Idle Shutdown timer & override
- 2-speed fast idle
- Maintenance monitor—(miles or hours)
- Cooling fan control
- Customer password protection
- Exhaust brake operational modes
- Theft deterrent
- Adjustable low idle rpm
- OEM parameter lockout

Transmission

Transmission shall be Allison 3000 MH, six-speed automatic with lock up

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Gear ratios:	<u>first</u>	<u>second</u>	<u>third</u>	<u>fourth</u>	<u>fifth</u>	<u>sixth</u>	<u>Rev.</u>
	3.49:1	1.86:1	1.41:1	1.00:1	.75:1	.65:1	5.03:1

Brakes

Front and rear service:

Full air brakes with auto slack adjusters and ABS
15x4 in (front) and 16.5 x 7 in (rear) drum-style S-cam

Parking:

Spring-applied air release 16.5 x 7 in drum style (rear axle), Push-pull lever controlled

Cooling System

Radiator Core: 2 rows, 15 FPI, 1050 in. sq. (8775 cm. sq.)

Radiator Type: Cross-flow, rear mounted

Charge Air Cooler: Cross-flow

Transmission Oil Cooler: Remote mounted water to oil

Fan: Belt driven

Electrical System

Alternator: Leece-Neville 200 amp

Starting: Denso 12 volt

Batteries: Six 1100 CCA @ 0-degrees F; maintenance free

Unit shall have sufficient converters/chargers for DC power distribution that will work with shore power hookup or operate from generator. DC distribution will be engineered and surveyed in order to achieve optimum performance through converters/chargers.

Batteries

A total of six (6) maintenance-free, deep cycle marine batteries are provided with four (4) on a tray adjacent to the driver's side rear wheel well. These 4 units operate the DC components. The other two (2) shall be mounted on the in the adjacent compartment accessible on front-hinged fiberglass door. These batteries are utilized for the chassis operations. The system shall have a separate and independent master disconnect switch installed in the driver's compartment adjacent to the front door.

The batteries have the capability to interconnect the systems on a momentary basis for the purpose of starting the vehicle in emergency conditions. A momentary contact switch is mounted on the dashboard for this purpose.

Fuel Tank

100 gal. (376L) dual fill

Steering System

Unit shall utilize TRW TAS 65, integral hydraulic power gear

Rating: 12,000 lb (5448kg)

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Ratio: 20.4:1

Pump: Gear-driven

Wheel cut: 50 degrees (tire size may affect wheel cut)

Chassis Specifications

The chassis shall be a Freightliner XC Series with a 252 in. wheelbase, with raised rails for additional storage in the basement of the unit.

Vehicle Weight Rating

Front GAWR	12,000 lbs.
Rear GAWR	20,000 lbs.
Gross Vehicle Weight Rating (GVWR)	32,000 lbs.
Gross Combined Weight Rating (GCWR)	41,000 lbs.

Raised Frame Rail

Dimensions:	9.00 x 2.75 x .25 Section Modulus
Resistance to Bending Moment	291,000 lb.*In.

Front Axle

Make:	Meritor FF-961
Capacity:	12,000 lbs.
Track Width:	72.1 in.

Rear Axle

Make:	Meritor RS-19-145
Capacity:	19,000 lbs.
Track Width:	81.9 in.
Drive Ratio:	4.63 : 1

Suspension

Type:	Neway Air Suspension Front and Rear
Shock Absorbers:	Bilstein Tuned Shocks
Heavy Duty Stabilizer Bar:	1.5 in. diameter

Tires

Make:	Michelin XZE
Size:	275/80R22.5 LRG
Wheels:	Chrome

Wheels

Size:	22.5 x 8.25
Pattern:	10 Bolt Lug

Trailer Hitch & Tow Points

Trailer Hitch is a class 5 receiver rated at 10,000 lbs. and a 1000 lb. maximum vertical tongue weight including hitch pin, male trailer plug connector and fixed mounted female socket connector to be wired per client specifications.

Instrumentation

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Gauges: Speedometer with odometer, Tachometer, Engine Oil Pressure, Water Temperature, Coolant Level, Voltmeter, Fuel Level, Dual Air Pressure

Body Specifications

Dimensions:

Overall Length	38'6"
Overall Width, Slides In	8'6"
Overall Width, Slides Out	13'
Overall Height	13'6" (with antennas installed)
Headroom	78"

Body Construction

Floor: Vacuum laminated steel frame with ducted heating, ½ in. Structurewood Flooring with under floor steel truss system.

Walls: Laminated aluminum framed sidewalls

Roof: Laminated aluminum framed one-piece system

Compartment Doors: Laminated aluminum, insulated

Exterior Surface: Fiberglass Skin

Undercoating: Factory Installed and includes all underbody surfaces

Mirrors: Remote Operated, heated

Insulation: Unit will have factory installed Arctic Insulation Package

Doors: Shall have piano hinges with mechanical hold open mechanism. Door shall have slam locks with keyed entry. Forward door should be approximately 3' rear of passenger seat. Rear door will give direct entry into conference room area.

Steps: There shall be electric deploy steel entry steps painted black with non-skid surfaces and yellow warning tape

Grab Handles: There shall be one grab handle on the exterior wall for each door, and one grab handle in the interior of unit for ease and safety of exit.

Lights: Body shall be equipped with combination stop/tail, reverse, headlight and running lights

Engine and service access: There shall be top hinged lift panel with supports at front for general servicing

Mud Flaps: Anti-sail flaps shall be installed front and rear

Glass: Windshield shall be safety plate with tinting, and to include driver and passenger sun visors

Seats: Drivers/Passenger seats are reclining, swivel bucket type

Engine Cover: Shall be fabricated with insulation to include acoustic and heat emissions.

Driver/Passenger Compartment

- Lighting: Driver/Passenger brass map lights
- Seating: Driver shall have sliding type window and screen
- Television: Mounted in ceiling compartment for live on-scene video interface or Satellite reception.
- Entertainment: Deluxe AM/FM/CD Stereo
- Comfort: Automotive style heating/AC system while transporting

Safety

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- Windows treated for outside view only
- Rear Vision: Rear view camera with day/night feature
- Leveling Jacks: Hydraulically Operated four point
- 117 vac GFI Protected Circuits
- Carbon Monoxide Detector
- Emergency Exit Window
- LPG Detector
- Smoke Alarm
- Back-up alarm
- Surface Mounted Fire Extinguishers: Three 3A 40BC rated extinguishers; one located in front cab, one in rear conference area adjacent to equipment rack, and one in driver side exterior locker adjacent to batteries and power converter

Heating/Ventilation/Power

- Two 50 amp, 117 vac distribution panel and power cord
- Two 55 Amp 12 volt power Converter/Charger
- Electronic Battery Disconnect
- Ducted in-floor heat, 35,000 Btu furnace Suburban Model 79-1803 L.P. gas. Unit provides floor-ducted heat throughout vehicle and provides heat for compartments under floor level.
- Dual 15,000 Btu Roof Mounted Brisk Air ducted air conditioners
- Dual 7-KW Onan Marquis Generators

Convenience

- Installed one (1) 3 GPM water pump with accumulator tank.
- Battery monitor
- Cab Darkening Curtains: Custom fit to wrap around windshield and cab windows.
 - Fabric meets FMVSS 571.302 requirements

Walls, Ceiling, and Floor

- Walls insulated with 2" high-density non-flammable polystyrene
- Floor underlayment is 1/2" marine structure wood with a 10-year warranty
- Flooring is a non-skid static free commercial grade continuous non-seam PVC material
- All cabinet doors will be covered with white dry erase board surfaces
- Workstation divider panels will be white dry erase board on one side and corkboard on the other side

Floor plan Overview

The unit will be designed with three separate areas. The forward area will contain a minimum of seven workstations, six positioned within the slide-out rooms of the vehicle. The seventh forward workstation will be mounted at the passenger's position. The central area will consist of the lavatory and galley on one side and the central communications rack and equipment closet on the other side. The rear area will be configured as a conference room with workstation capabilities at two of the positions. The conference room will be separated from the other areas with a pocket door and a separate rear entrance.

Slide-Out Rooms

The unit must have two slide-out rooms. The street side slide-out room should begin just behind the driver's position and continue towards the rear approximately 13', allowing at least four workstation positions, with the Communications Officer's position closest to the Central Communications/LAN Rack. The curbside slide-out room should begin just rear of the forward entry door and continue towards the Galley-Lavatory and allow for two more workstations and file drawers.

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Lavatory

- Traveler Lite pedal flush
- GFI 117 vac dual outlet
- Mirror
- Medicine cabinet
- Lavatory sink
- Towel Bar and toilet paper roll
- Holding tanks are 41 gallon gray, 41 gallon black, and 61 gallon fresh

Galley

- One 1000-watt microwave oven.
- One under cabinet coffee maker with 10-cup capacity including slide-out feature
- One AC refrigerator with minimum 4.3 cubic foot capacity, freezer,
- Fresh water capacity is 61 gallons and liquid petroleum tank capacity is 29 gallons

Work Stations

The Command Unit will contain a minimum of 7 workstations and a rear conference room equipped with 2 workstations with status board. The supervisor's station will be adjacent to the printer workstation area with Cat-6 wiring running back to equipment rack closet and terminated with Panduit Cat-6 RG-45 jacks. The printer workstation will have two heavy-duty slide-out trays to accommodate a combination LaserJet color printer/fax/copier, and a FLNG supplied 24" HP 800PS Plotter Printer. Additional power requirements for these type systems will be included in overall power package.

Each workstation is equipped with one (1) Panduit RJ-45 jack, one (1) 120-VAC duplex, one (1) 12-volt D.C. power jacks, 1 telephone modular plug or jack as per customer specification. (RJ-45) The 120-VAC will be UPS protected with device located below workstations.

Each workstation has CAT-6 cabling running to equipment closet and CAT-5 phone wiring running to equipment rack adjacent wall. Both ends of the data Cat-6 data cable shall be terminated with Panduit Cat-6 RG-45 jacks. The workstation data ports shall be mounted on angled Panduit faceplates.

All work stations and under counter dual map lights are configured for surface lighting and includes overhead lighting, corkboards and erasable white boards.

Television and Antenna

The unit will be equipped with 6 television receivers, 1-42" Plasma Monitor, 4-17" LCD monitors and 1-25" overhead flush-mount monitor. Three monitors in front of unit, with the 25" to be flush-mounted above windshield, 2-17" LCD monitors to be located in forward operations area in locations specified by FLNG. The 42" monitor will be on the back wall of the conference room with the 2-17" monitors mounted below or adjacent to that unit. This will allow for simultaneous viewing of on-scene activities through Pelco Camera and viewing of any other video source.

Antennas will be omni-directional VHF and UHF capable for local broadcast range and a fully automatic tracking KVH Tracvision S-2 antenna for DSS system.

A Knox Technologies 16 X 16 video matrix switcher will be rack-mounted for all video and audio inputs. This matrix will allow for video and audio to be sent to any of the installed monitors. The server computer will be integrated into the video system.

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Smart Board Technology

Builder will supply, install and integrate a Hitachi Starboard that will interact with the 42" Plasma monitor. This will allow for any position at the conference table to have access to the presentation.

Exterior Features

Unit will include custom graphics on sides, front and rear of unit in accordance with 44th requirements.

The passenger side exterior of the command post is equipped with four (4) RJ-45 Ethernet jacks, four (4) RJ-45 phone jacks, and three (3) 12 volt D.C. power jacks. These shall be mounted inside exterior lockers for under-canopy operations.

Two additional 120-VAC, 60 Hz exterior GFI quad outlets will be installed on the exterior for supporting additional equipment.

The driver side exterior of the unit is equipped with eight (8) RG-45 telephone input jacks and four (4) RG-45 Cat-6 input data jacks. All cabling is run to the equipment closet with all data cables terminated with Panduit Cat-6 jacks for integration.

Unit will include a 17-foot retractable awning.

Equipment Closet Specifications

Unit will have static-free equipment closet, securable and maintained at 78 degrees through thermostat operated, roof mounted fan. Airflow capacity will be a minimum 550 CFM bottom to top.

One EIA equipment rack Middle Atlantic, or equivalent, configuration will be 19" wide, 70" high and 25" deep with braided grounding to chassis.

Equipment rack closet will be easily accessible to the back panel of patch panel and rear of equipment rack with a 20" door for service and updating as technology dictates.

Computer Prewire:

Base: Latitude D800, Pentium M 765 (2.10GHz) 15.4 WSXGA+ English (221-6822)

Memory: 1024MB, 1 Dimm, Double Data Rate for Latitude D400/600/800 Factory Install (311-2719)

Video Card: NVIDIA GeForce FX Go5200 4XAGPgraphics w/ 64 MB DDR Video Mem for Latitude D800, Factory Install (320-2959)

Hard Drive: 60GB Hard Drive 9.5MM 7200RPM for Dell Latitude D800 Factory Install (341-0350)

Floppy Disk Drive: Floppy Drive, Internal/External for Dell Latitude D-Family, Notebooks, Factory Tied (340-6895)

Operating System: Windows XP Professional, SP1 with media, for Latitude English, Factory Installed (420-1946)

Mouse: Dell USB 2 Button Optical Mouse with Scroll for Latitude Notebooks, Tied (310-8574)

Modem: Internal 56K Modem for Dell Latitude D-Family Notebooks, Factory Install (313-1535)

TBU: 90W AC Adapter for Latitude D800/810, Factory Tied (310-4224)

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DVD/CDRW: 8XDVD+RW for Latitude D505 D600, D800, Factory Installed (313-2648)

PCI Slot: No Wireless LAN Card, Fact (430-2900)

Documentation Diskette: D/Port, Port Replicator for Latitude D-Family, Factory Tied (310-2854)

Bundled Software: MS Off 2003 SELECT PRO ENT-Ins License not included and needs to be purchased separately, contact your (411-1518)

Feature: 9-Cell, 80-WHr Primary Battery for Dell Latitude D800 Factory Install (312-0193)

Feature: Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (900-0840)

Service: Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 3YR Extended (900-1153)

Service: CompleatsCare Accidental DamageSvc, Lat, 4Yr, 1-800-624-9896 (980-1509)

1. Install one (1) RJ-45 Ethernet jack at all work stations, the conference room area, and four (4) mounted in the exterior locker for under canopy operations and including one 300' reel of CAT-6 data cable for data and phone connections. All RG-45 jacks, faceplates and surface boxes, where applicable, shall be Panduit brand, tested and labeled on both ends. All Cat-6 cabling shall be run separately from AC or DC power when possible.

Cabinets

1. Fabricated and installed interior storage cabinets, counters, shelves, tables and workstations.
2. All cabinet's fronts are constructed of oak, stained and lacquered.
3. All exposed cabinet sides are oak stained plywood.
4. All cabinet interiors are constructed of 3/4" exterior grade poplar plywood, stained and lacquered.
5. All cabinets are glued and screwed.
6. All screws are to be countersunk and plugged with solid oak plugs.
7. Shelves to be constructed of 3/4" exterior grade poplar plywood with no voids on sides.
8. All overhead cabinet doors have dry erase board doors.
9. All horizontally hinged overhead cabinet doors will be held open with lift/support hardware.
10. All drawers use heavy-duty, ball bearing, double-action drawer slides.
11. Countertops are covered in .040" Wilsonart laminate, color will be selected by FLNG.
12. All exposed edges are 3/4" x 1 1/2" solid oak with beveled top edge to prevent chipping.

Interior

1. Installed white dry-erase boards and pin boards with oak edging.
2. Installed map storage in rear conference room area.
3. Provide six (6) operational chairs for communications workstations. Conference room shall have bench seating. Chairs shall be secured while in transit with bungee straps.
4. All compartments and controls have labels where required.
5. Installed three (3) 3A40B-C dry chemical fire extinguishers.
6. Two lockable 4 drawer file cabinets across from galley area
7. Storage cabinets mounted above workstations 1-6, file cabinets and the printer station.

Communications & Systems

Overview

The technical specifications for the communications equipment installed in the unit will be addressed in this section. However, an overview of the capabilities of the unit should be added. The initial phase of communications package should be the installation of base radios at workstations. A builder provided central communications panel will

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accept and integrate the FLNG Civil Support Team Military inter-agency transceivers and the FLNG provided ACU-1000 Interoperability Module. The second Phase of the communications package will be the telephone system. The builder will provide and install ten (10) Cisco 7912 Vo/IP phones in the unit as directed by the FLNG. FLNG will supply the Cisco Call Manager. Vendor will supply a Cisco 3560 Power over Ethernet Switch with inline power (24 port, 10 X 100). In addition, two (2) POTS analog inputs will be installed on the exterior with interior location of phones to be given by FLNG.

Exterior connections for the FLNG ISISCS will be installed in the exterior panel. FLNG will supply builder with the information for the link-up.

Dual connection panels for Fiber (MM/SM)/Copper (Cat-6)

Interoperability Capabilities

FLNG will supply builder with ACU-1000 Interoperability module. FLNG will supply 700MHz, 800MHz, 900MHz, HF, UHF, and VHF transceivers for integration into the module. All Cables and modules will be supplied by FLNG. Builder will supply antennas, coaxial, and installation and integration.

Local Area Network (LAN)

A 74" high, 19" wide, 25" deep, 40U (73.5") Series equipment rack shall contain a server as specified below by 44th CST IT department. It shall also include an APC 3000 watt, RM2U UPS device, 96 port, CAT-6 patch panel, HP 2524 Procurve Ethernet managed switch with 24 ports, 15" TFT monitor including keyboard and mouse.

Server will be a Dell PowerEdge 2850:

Specification for Dell PowerEdge 2850 Server

Processor - Dual 2.8GHz/1MB Cache, Xeon, 800 MHz Front Side Bus for PowerEdge 2850

Memory - 2GB DDR2 400MHz (4x512mb) Single Ranked DIMMS

HardDrive - 5x73GB, U320, SCSI, 11N 15K PE2850

OS - Microsoft Windows Server 2003

Network Interface Card - Dual On-Board NICS

CD-Drive - 24X IDE CD-ROM

Raid Controller - MR1R5, ROMB RAID 1/RAID 5 Drives attached to PERC4eI PE2850

Rails - Rack Chassis w/Rapid Rails for Dell, HPQ or other Square Hole Racks, PE2850

Monitor Keyboard Mouse tray - 15FP, 1U Rack Console with Rapid Rails, 15" TFT LCD, 83 key mini-kybd, U.S.

The equipment rack shall also include a VHS/DVD recorder/player and a SAT ERD Series, or equivalent satellite receiver.

The LAN equipment rack will be combined with the communications and shall face the forward operations room area.

Telephones, Fax Machine, Copiers & Printers

Builder provided multi-function LaserJet color fax/copier/printer machine shall be located at the printer station with UTP category 5E cable running to the patch panel.

Builder will install and integrate a 24" HP 800PS Plotter Printer supplied by FLNG.

Builder will supply and install a high capacity shredder.

A Cisco Systems Vo/IP phone system with 10-Cisco 7912 phones and Cisco 3560 Power over Ethernet switch will be supplied, installed and integrated by builder. The Cisco Call Manager software will be supplied by FLNG.

Two analog POTS lines with phones will be supplied and installed in location by FLNG by builder.

Antenna Mounting Channel

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An aluminum platform shall be mounted atop the roof and run the full vehicle length providing three (3) inches of clearance above the actual roof to facilitate the running of antenna cables, satellite feed cables. The platform shall be secured to the roof with aluminum braces on each side every 18". The platform shall have a ram's horn located above equipment closet for routing of coaxial cable and power cable to roof top components.

GSA 1-Drawer Field Safes

FLNG will supply and builder will install 2-ea. GSA 1-drawer Field Safes with X-09 LCD combination locks.

Camera and Mast

Unit shall be equipped with a Willburt 30' (TMD 8-30-15X) telescoping mast and include Nycoil conical conduits for camera operations. Mast shall be equipped with pneumatic system for raising and lowering. Mast shall include 60' of composite video or super VHS cable connected between camera and video interface device (rack mounted). A Pelco KBD 200A Pan and Tilt Controller Joystick are provided in the conference room area for control of all camera functions.

The masthead shall have a Pelco Esprit Series, high resolution, broadcast quality, weatherproof camera with wiper function that is enabled to pan a minimum of 310 degrees and tilt from 0 to 80 degrees.

Antennas will be omni-directional VHF and UHF capable for local broadcast range and a fully automatic tracking antenna for DSS (Satellite) system. DSS system shall include 2 receivers for reception of 2 separate channels if desired.

A Knox Video switching system will be installed in the LAN rack for video distribution of various inputs and outputs.

Interior Overhead Lighting/Cabinets

The unit shall include installed cabinets overhead of all the workstation positions. These shall have dimensions specified by agency.

The interior and exterior finish of the cabinets shall be oak and shall match the interior walls. All cabinets are glued and screwed. All horizontally hinged overhead cabinet doors will be held open with lift/support mechanism. All drawers utilize heavy duty, ball bearing and double-action drawer slides. Drawers shall have brass handles. File drawers will be located within workstations at specific locations desired by agency. All counter tops are Wilsonart laminate with solid oak beveled top edge.

Fluorescent lights shall run from front to rear of the unit in the middle of the ceiling. Each dispatch station/work station shall include white incandescent lighting with separate switches for each. (Fluorescent lights are not advised in close proximity to laptops or monitors of any type due to video distortion.)

Both the Command and Communications Section shall have several 12-volt DC lights to provide satisfactory lighting in each area when the vehicle has no AC available.

Exterior Features

Unit shall include custom graphics on sides, front and rear.

The exterior of the command post is equipped with (4) RJ-45 Ethernet jacks, (4) RJ-11 phone jacks, mounted inside exterior lockers for under-canopy operations.

Two additional 120 VAC, 60 Hz exterior GFI quad outlets (1 on each side), will be installed for supporting additional equipment.

Unit will have basement storage for foldable tables, chairs, and equipment.

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Unit shall include retractable awnings with quartz lighting for night operations. Lighting will be surface mounted quartz.

The unit will be equipped with two 500-watt Focus Quartz-Halogen extension lights (one on each rear corner) for scene lighting.

Unit will include an Oregon Scientific weather station.

Emergency Warning Devices & Lighting

Emergency lighting shall be controlled through Whelen power supplies and switch network and include the following:

Fourteen (14) Whelen series 508-halogen flashers (2)-front, (5)- each side, and (2)-rear will be installed and integrated into Whelen power supplies. A 12-volt DC Whelen or equivalent Super Strobe S360D series with branch guard mount (or equivalent) "Command Post" green colored strobe to be mounted on front roof. The switch for these lights shall be mounted in the driver's compartment power control center.

Equipment Closet Specifications

Equipment racks will be securable and easily accessible for service and updating as technology changes. A pocket door will be installed for easy access to rear of either the communications rack or the LAN rack.

Equipment rack standard unit includes 96-port CAT-6 patch panel with wire management system, patch cords (CAT-6), power conditioning unit with 12 A.C. outlets rated 120- VAC 60 Hz +/- 3% APC, UPS commercial device rated minimum 3,000 watt, 24 port (CAT-6), HP Procurve Ethernet switch-hub, and server computer.

(8) RJ-11 input jacks both standard and amphenol connection

(8) RJ-45 input jacks for external landline connection. In addition, one 200' reel of CAT-6 data reel for data/phone connection.

Warranties

Chassis: 3 years, 50,000 miles

Engine: 5 years, unlimited mileage

Body: Three years or 36,000 miles

Roof: Three years

Floor Structurewood: Three years

Appliances: Three years

Generators: Three years

Communications Components: Manufacturers standard (i.e. Motorola etc...)

Workmanship by Builder: 1 year parts and labor, includes custom interior due to normal wear, installation of EIA racks and wiring. All installed components such as, but not limited to, laptops, TV's, printers, monitors and cameras will carry the standard manufacturers warranty provided.

Training

The contractor shall supply 16 hours of training/indoctrination to be performed at location designated by client.

Manuals

Vehicle:

Two (2) operator and service manuals including wiring schematics, and Two (2) parts lists shall be provided with the vehicle.

* Service Manual instructions shall include service, maintenance, and troubleshooting for major and minor components of the chassis. A table of contents, and wiring and air schematics

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shall be included. Parts lists shall include descriptions, part numbers, and quantities of all major and minor components.

Equipment:

Two (2) operator and service manuals including wiring schematics, and Two (2) parts lists shall be provided for each piece of equipment in the vehicle including all electronics equipment.

Reference Drawings

Two (2) sets of general arrangement drawing depicting the vehicle's appearance shall be provided. The drawings will consist of left side, right side front and rear elevation views.

Additional Options:

Items listed below are additional options to be bid separately. The inclusion of these items will be contingent on remaining budget after required specifications are met.

1. One (1) - 42" Plasma Monitor.
2. Interoperability Section to include: ACU-1000 Interoperability Module
700MHz, 800MHz, 900MHz, HF, UHF, VHF Transceivers
Individual modules and cables for each of these transceivers
3. 15' telescoping mast scene lights.
4. Nine (9) -Dell 17" E173FP Flat Panel Display Monitors, 9-USB Keyboards, 9-D/Port Advanced Port Replicators, and 9-D-Family Monitor Stands mounted on walls.
5. Extended Drive-Train Warranty

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ATTACHMENT B

PRICE SHEET/DELIVERY DATE

PROPOSAL ITEM: 38'CustomCommand/Communications Module

Delivery Date (No later than November 30, 2005): _____

Total Price of Command Module to include all specifications and options listed in attachment A of this RFP.

\$ _____

Price Additional Options:

Listed on page 32

Item 1 \$ _____

Item 2 \$ _____

Item 3 \$ _____

Item 4 \$ _____

Item 5 \$ _____

PROPOSAL NUMBER: RFP-DMA-65

PROPOSAL DATE & TIME: May 31, 2005 @ 2:00 P.M.

NAME OF CONTRACTOR: _____

ADDRESS: _____

PHONE NUMBER: _____

FEID NUMBER: _____

Authorized Signature (Manual) _____

Contractor's Authorized Representative

Authorized Signature (Typed) _____

Contractor's Authorized Representative

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Title _____

ATTACHMENT C

List any deviations from the required specifications in appropriate category below:

Vehicle Specifications Deviations

Chassis _____

Engine _____

Basic Engine Equipment _____

Performance Data _____

Transmission _____

Brakes _____

Electrical System _____

Fuel Tank _____

Vehicle Weight Rating _____

Front Axle _____

Rear Axle _____

Suspension _____

Tires _____

Instrumentation _____

Body Specifications _____

Body Construction _____

Driver/Passenger Compartment _____

Safety _____

Heating/Ventilation/Power _____

Convenience _____

Walls, Ceiling, and Floor _____

Floor plan Overview _____

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Slide-Out Rooms

Lavatory

Galley

Wiring Specifications

Work Stations

Television and Antenna

Smart Board Technology

Exterior Features

Equipment Closet Specifications

Computer Prewire

Cabinets

Interior

Communications & Systems

Interoperability Capabilities

Local Area Network (LAN)

Telephones, Fax Machine, Copiers & Printers

Antenna Mounting Channel

GSA 1-Drawer Field Safes

Camera and Mast

Interior Overhead Lighting/Cabinets

Exterior Features

Emergency Warning Devices & Lighting

Equipment Closet Specifications

Warranties

Training

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ATTACHMENT D

Florida In-State Service Facility:

Name of Facility: _____

Address: _____

Contact Person: _____

Phone: _____

Fax: _____

Email: _____

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ATTACHMENT E

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, 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 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, 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 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

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ATTACHMENT F

PROPOSAL: RFP-DMA-65
ITEM: 38 Custom Command/Communications Module
DUE DATE: May 31, 2005
TIME: 2:00 P.M.

CHECKLIST

For your convenience, we offer the following checklist of items that must be returned by the bidding deadline. This checklist does not relieve the respondent of the responsibility of ensuring that all requirements of this Proposal are included with their Proposal submittal.

- _____ 1. Technical Response Package as outline in Section 5.0 of this RFP
- _____ 2. Attachment B of the Request for Proposal, with your price, company name, signature and title.
- _____ 3. Attachment C of the Request for Proposal, listing any deviations from the required specifications.
- _____ 5. Attachment D Florida In-State Service Facility
- _____ 4. Attachment E Certification of Drug Free Workplace, if applicable.

NOTE: Address your Proposal to the point of contact specified in section 2.3, and write the Proposal number, due date and time on the envelope, package or courier delivery document.

Prepared by:	Tim Bloodworth
Title:	Grant Specialist III
Telephone:	(904) 823-0403

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ATTACHMENT G

**State of Florida
PUR 1000
General Contract Conditions**

Contents

1. Definitions.
2. Purchase Orders.
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4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
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7. Manufacturer's Name and Approved Equivalents.
8. Inspection at Contractor's Site.
9. Safety Standards.
10. Americans with Disabilities Act.
11. Literature.
12. Transportation and Delivery.
13. Installation.
14. Risk of Loss.
15. Transaction Fee.
16. Invoicing and Payment.
17. Taxes.
18. Governmental Restrictions.
19. Lobbying and Integrity.
20. Indemnification.
21. Limitation of Liability.
22. Suspension of Work.
23. Termination for Convenience.
24. Termination for Cause.
25. Force Majeure, Notice of Delay, and No Damages for Delay.
26. Scope Changes.
27. Renewal.
28. Advertising.
29. Assignment.
30. Dispute Resolution.
31. Employees, Subcontractors, and Agents.
32. Security and Confidentiality.
33. Independent Contractor Status of Contractor.
34. Insurance Requirements.
35. Warranty of Authority.
36. Warranty of Ability to Perform.
37. Notices.
38. Leases and Installment Purchases.
39. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
40. Products Available from the Blind or Other Handicapped.
41. Modification of Terms.
42. Cooperative Purchasing.
43. Waiver.
44. Annual Appropriations.
45. Execution in Counterparts.
46. Severability.

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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 that will order products directly from the Contractor under the Contract.
- (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, or other authorized means).

2. Purchase Orders. A 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.

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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. 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 Customer'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 Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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 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.

14. 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

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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.

15. 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 SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

16. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number, 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.

17. 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 on a purchase order or other special contract condition.

18. 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.

19. 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

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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 reimburse the State for the reasonable costs of investigation incurred by the Inspector General 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://dls.dos.state.fl.us/barr/genschedules/gensched.htm>). The Contractor agrees to 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.

20. 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.

21. Limitation of Liability. For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the 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 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.

22. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the 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

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Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

23. 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.

24. 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.

25. 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.

26. Scope 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.

27. 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.

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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; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. 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. 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 ten (10) 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.

31. 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. 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.

32. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the State 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.

33. 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.

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34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.pridefl.com>.

40. 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>.

41. 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.

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42. 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.

43. 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.

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

45. 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.

46. 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.

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State of Florida
PUR 1001
General Instructions to Respondents

Contents

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17. Contract Overlap.
18. Public Records.
19. Protests.

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.
- (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,

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- 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, sub-contractor, 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.

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- To the best of the knowledge of the person signing the response, the respondent 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. 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. 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.

11. 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. 119.07(6)(m), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the

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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).

12. 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_vba/owa/vba_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.

13. 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.

14. 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.

15. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all Proposals, 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.

16. 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.

17. 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.

18. 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.

19. 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."

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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."

**STATE OF FLORIDA
DEPARTMENT OF MILITARY AFFAIRS**

BID LIST REGISTRATION

May 04, 2005

With this sheet you have received proposal documents for the following:

Bid or RFP # RFP-DMA-65

Number of Addenda as of above date:

NONE

Item(s) of Proposal

38' Mobile CustomCommand/Communications Module

Registration form Due

May 10, 2005, 2:00 P.M.

THE PROPOSAL DOCUMENTS YOU RECEIVED ARE SUBJECT TO CHANGE. PLEASE ADD YOUR FIRM TO OUR BID LIST FOR THIS PROPOSAL BY FILLING IN THE INFORMATION BELOW AND FAXING THIS SHEET TO OUR BUREAU OF PURCHASING AND CONTRACTS AT (904) 823-0153, OR MAILING IT TO US AT:

**State of Florida
Department of Military Affairs
State Quartermaster – P&C
P. O. Box 1008
St. Augustine, Florida 32085-1008**

ATTACHMENT #3

Order No. DO116674

Issued on Tue, 28 Jun, 2005
 Created on Tue, 28 Jun, 2005 by Arbis System

Supplier:
 North American Catastrophe Services, Inc.
 864-B Washburn Road
 Melbourne, FL 32934
 Phone: 321-259-0888
 Fax: 321-259-1505
 Contact: David Wilfong

Ship To:
 DMA ENSSLIN 0084
 R. F. ENSSLIN JR ARMORY
 2305 State Road 207
 St. Augustine, FL 32086
 United States
 Phone: US904-823-0229
 Fax: US904-823-0402

Deliver To:
 LTC Lefevre

Bill To:
 DMA SQM F&A
 P.O. BOX 1008
 ST. AUGUSTINE, FL 32085-1008
 United States
 Phone: US904-823-0221
 Fax: US904-823-0130

Entity Description: Department of Military Affairs
Organization Code: 62211208012
Object Code: 620000-518006
Expansion Option: 04
Exemption Status: Not Exempt
Exemption Reason?: Funds Subject to Fee

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
1		Each	1	38' mobile command center, per specifications of RFP-DMA-65. All conditions and specifications of RFP-DMA-65 apply to this purchase order.	Tue, 15 Nov, 2005	\$389,750.0000USD	\$389,750.0000USD

Recycled Content?: N
 Distributors?: N
 Contract ID:
 Ship To Code: A061b8jq.q
 Requester Phone:
 Master Agreement:
 Buyer Code:

Requester: Dawn Williams
 PR No.: PR383287
 Shipping Method: Best Way
 Purchase Order Type: K (Request for proposal)
 FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
 Fiscal Year Indicator: 2005
 PO Start Date: Tue, 21 Jun, 2005

PO End Date: PUM: 6200 Site Code: 620000-00 Encumber Funds: Yes Version: 1 P Card Order: No Terms and Conditions: http://marketplace.myflorida.com/vendor/po_tou.pdf Additional Item Info: P Card Order?: No	
Total	\$389,750.00000USD

Status: Ordering

Approvals
No Approval Requests

Comments

- **SUBMITTED** by Tim Bloodworth on Tuesday, June 21, 2005 at 3:08 PM with comment (3 documents attached)
RFP and MPE301 forms attached per phone conversation with Joe Ferguson (DFM).
Bid tabulation sheet also attached. (Tim Bloodworth, Tue, 21 Jun, 2005)
- **SUBMITTED** by Tim Bloodworth on Monday, June 27, 2005 at 1:04 PM (2 documents attached)
(Tim Bloodworth, Mon, 27 Jun, 2005)



NORTH AMERICAN CATASTROPHE SERVICES, INC.

864-B Washburn Road, Melbourne, FL 32934/604 College Ave. Daphne, AL 36526

Office: 321-259-0888

Toll Free: 888-595-6227

Fax: 321-259-1505

E-Mail: nacsi@mindspring.com

On the Web: www.NACSI.com

September 13, 2005

Mr. John Wilson, Director
Lee County Public Safety
P.O. Box 398
Fort Myers, FL 33902

Dear John,

This letter will confirm our acceptance of Lee County utilizing the existing contract that NACSI has with 44th Civil Support Team, FLNG. This contract was awarded from the Florida Vendor Bid system utilized by the FLNG. Copies of the bid documents, response, and subsequent Purchase Order have been forwarded to you. For verification of this process, contact Mr. Gus Bell, Purchasing Director, at 904-823-0241.

Thank you for the opportunity to work with you and your staff. Please contact me directly if there are any questions concerning this project.

Sincerely,

Via e-mail

Brian A. Dekle

President

251-583-3039 (personal cell)

cc: Ms. Cindy McBride
Administrative Supervisor – Public Safety



North American Catastrophe Services, Inc.

864-B Washburn Road, Melbourne, FL 32934

Office: 321-259-0888 Toll Free: 888-595-6227 Fax: 321-259-1505

E-Mail: nacst@mindspring.com On the Web: www.NACSI.com

Quotation

September 22, 2005

Mr. John Wilson, Director Public Safety
Lee County, Florida
14752 Ben Pratt/Six Mile Cypress PKWY.
Fort Meyers, FL 33912

Dear Mr. Wilson,

North American Catastrophe Services, Inc. (NACS) agrees to offer Lee County, Florida, Division of Public Safety, the opportunity to purchase one 38' Custom Mobile Command Center utilizing pricing as per Purchase Order DO116674, written and administrated by the State of Florida Department of Military Affairs (Florida National Guard) in the amount of \$389,750.00.

38' Custom Mobile Command Center \$389,750.00

NACS further agrees to offer Lee County, Florida, Division of Public Safety, the following non-contract options.

Non-Contract Options:

Commercial Duty Internet Satellite System (TracStar) \$28,205.00

Data Protection Virtual Private Network (VPN) \$5,000.00

Rack Mounted Auto Switching
Transtel (ML-500) 5-channel cellular system \$12,145.00

KX-TA824 Advanced Hybrid Telephone PBX \$6,500.00

Main Server Dedicated Work-Group
Computer Upgrade for Local Area Network (LAN) \$7,300.00

(2) Global Star Satellite
Phones Integrated into PBX \$5,000.00

GRAND TOTAL \$453,900.00

Thank you for the opportunity to provide this quote for a new Continuity of Operations/Command Module for Lee County, Division of Public Safety. If you have questions, please contact the undersigned at (321)-259-0888.

Sincerely,

Via e-mail
Robert G. Sapp
Vice President

Delivered FOB Fort Meyers, Florida
Delivery Time Approximately 180 Days from Receipt of Purchase Order



Florida Department of
Law Enforcement

Office of Criminal Justice Grants

Mailing Address:
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308
(850) 410-8700

Guy M. Tunnell
Commissioner

OCT 20 2005

The Honorable Douglas R. St. Cerny
Chairman, Lee County
Board of Commissioners
Post Office Box 398
Fort Myers, Florida 33902-0398

Re: 05-CJ-L2-06-46-01-171/Incident Management Command Vehicle

Dear Chairman St. Cerny:

The Florida Department of Law Enforcement is pleased to award a Law Enforcement Terrorism Prevention Program grant in the amount of \$246,550 to your unit of government. These funds shall be utilized to implement Florida's Domestic Security Strategic Plan.

A copy of the approved subgrant application with the above referenced project number and title is enclosed for your file. All correspondence with the Department should always refer to the project number and title.


Your attention is directed to Section G of the subgrant which is the "Acceptance and Agreement". These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and cost reimbursements.

The enclosed Certificate of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

The Honorable Douglas R. St. Cerny
Page Two

We look forward to working with you on this project and if we can be of further assistance,
please contact Martha McWilliams at 850/410-8700.

Sincerely,


Clayton H. Wilder
Administrator

CHW/MM/dh

Enclosures

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement

CERTIFICATION OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative,
acknowledges receipt and acceptance of subgrant award number
05-CJ-L2-06-46-01-171 in the amount of **\$246,550**,
for a project entitled: **Incident Management
Command Vehicle**
for the period of **09/01/2005** through **11/30/2005**, in accordance with
the statement of work contained in the subgrant application, and
subject to the Florida Department of Law Enforcement's conditions
of agreement and special conditions governing this subgrant.

(Signature of Authorized Official)

(Date of Acceptance)

(Typed Name and Title of Official)

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement

SUBGRANT AWARD CERTIFICATE

Subgrantee: **Lee County Board of Commissioners**

Date of Award: **OCT 20 2005**

Grant Period: **From: 09/01/2005 To:11/30/2005**

Project Title: **Incident Management
Command Vehicle**

Grant Number: **05-CJ-L2-06-46-01-171**

Federal Funds: **\$246,550.00**

BGMTF Funds:

State Agency Match:

Local Agency Match: **\$0.00**

Total Project Cost: **\$246,550.00**

Issue Number: **043**

Award is hereby made in the amount and for the period shown above of a grant under the Homeland Security Act of 2004, Public Law 108-090, to the above mentioned Subgrantee and subject to any attached standard or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial Guide, Office of Justice Common Rule for State and Local Governments or OMB Circulars A-87, A-110 and A-133 in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 108-090, as amended.

SUBGRANT AWARD CERTIFICATE (CONTINUED):

This grant shall become effective on the beginning date of the grant period, provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder
Authorized Official
Clayton H. Wilder
Administrator

10-20-05
Date

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement

SPECIAL CONDITION(S) / GENERAL COMMENT(S)

Grantee (Name of SPA): Office of Criminal Justice Grants

Grant Number: 05-CJ-L2-06-46-01-171

Grant Title: Incident Management
Command Vehicle

In addition to the general conditions applicable to fiscal administration, the grant is subject to the following Special Condition (s):

Prior to the drawdown and expenditure of federal funds, a revised budget narrative that includes a statement of the competitive procedures that will be used to procure the equipment and/or services included in the budget must be submitted to the Office of Criminal Justice Grants.

If a procurement will result in a sole source purchase that is equal to or exceeds \$100,000, then justification must be submitted to the Office of Criminal Justice Grants.

Law Enforcement Terrorism Prevention Program
Florida Department of Law Enforcement

FDLE GRANT CONTRACT #: <i>To be completed by FDLE</i> 2005-CJ-C2-06-46-01-171		ISSUE #: 43 <i>To be completed by FDLE</i>
COUNTY NAME: Lee County	RDSTF #: <i>To be completed by FDLE</i>	FEDERAL CFDA# 97.004
PROJECT TITLE: Incident Management Command Vehicle <i>Limit to 84 typed characters including spaces.</i>		
1. SUBGRANT RECIPIENT NAME: Lee County Board of County Commissioners <i>Name of agency or organization</i>		
2. CHIEF OFFICIAL OF SUBGRANT RECIPIENT: Douglas R. St. Cerny		
Title: Chief Official-Chairman		E-Mail Address: District2@leegov.com
Address: P.O. Box 398		
City: Fort Myers, FL		Zip Code : 33902-0398
Area Code/Phone : (239) 335-2227		Fax: (239) 335-2599
3. CHIEF FINANCIAL OFFICER OF SUBGRANT RECIPIENT: Charlie Green		
Title: Chief Financial Officer		E-Mail Address: cgreen@leeclerk.org
Address: P.O. Box 2396		
City: Fort Myers, FL		Zip Code : 33902
Area Code/Phone: (239) 335-2646		Fax: (239) 335-2333
4. IMPLEMENTING AGENCY: Lee County Public Safety <i>Agency responsible for implementing project activities</i>		
5. CHIEF OFFICIAL OF IMPLEMENTING AGENCY: John D. Wilson		
Title: Director		E-Mail Address: wilsonjd@leegov.com
Address: P.O. Box 398		
City: Fort Myers, FL		Zip Code: 33902-0398
Area Code/Phone: (239) 344-5429		Fax: (239) 344-5419
6. PROJECT DIRECTOR: John D. Wilson <i>Individual responsible for managing and implementing project activities</i>		
Title: Public Safety Director		E-Mail Address: wilsonjd@leegov.com
Address: P.O. Box 398		
City: Fort Myers, FL		Zip Code : 33902-0398
Area Code/Phone : (239) 344-5429		Fax: (239) 344-5419

Law Enforcement Terrorism Prevention Program
Florida Department of Law Enforcement

7. CONTACT PERSON: <i>If Project Director is not available, then this individual will be the contact for FDLE.</i>	
Title: David Saniter	E-Mail Address: DaveS@leegov.com
Address: 2665 Ortiz Avenue	
City: Fort Myers, FL	Zip Code: 33905
Area Code/Phone: (239) 477-3601	Fax: (239) 477-3636
B. ADMINISTRATIVE DATA	
GRANT PERIOD:	Start Date: September 1, 2005 End Date: November 30, 2005
C. FISCAL DATA	
1. REMIT WARRANT: Leave blank if funds are to be sent to the Chief Financial Officer listed in Section A. If you are requesting that funds be sent to an individual other than the Chief Financial Officer, enter their information in this section. If subgrantee is participating in the State of Florida Comptroller's Office electronic transfer program, reimbursement cannot be remitted to any other entity than the Chief Financial Officer.	
Name: Patricia Hojnacki	
Title: Fiscal Officer, Sr.	E-Mail Address: Phojnacki@leegov.com
Address: P.O. Box 398	
City: Fort Myers, FL	Zip Code: 33902-0398
Area Code/Phone: (239) 344-5429	Fax: (239) 344-5419
2. FEID # FOR SUBGRANT RECIPIENT: 59-6000702 <i>Federal Employer Identification Number</i>	
3. STATE AGENCY FLAIR #: N/A	4. DUN AND BRADSTREET #: 01-346-1611

PROJECT DESCRIPTION

Based on your approved Initial Strategic Implementation Plan (ISIP), BRIEFLY describe project activities in narrative form. Please refer to the attached ISIP provided. Limit text to this page only.

Acquisition of this command vehicle will fulfill a need that exists within SW Florida Domestic Security Task Force Response Region. Regional Management Teams will utilize the vehicle in responding to and assisting in the response to terrorist threats.

Law Enforcement Terrorism Prevention Program
Florida Department of Law Enforcement

Enter the sum of the sub-totals from each of the budget categories from the Budget Narrative (Section F) that are applicable for your project's expenditures.

Enter dollar amounts only in applicable categories and leave other areas blank. Use whole dollar amounts only.

BUDGET CATEGORY	FEDERAL (TOTAL) AMOUNT
Salaries & Benefits	
Contractual Services	
Expenses	
Operating Capital Outlay	\$246,550
Indirect Costs	
TOTAL	\$246,550

NOTE: Total Costs for Command Vehicle \$453,900.00. The grant provides \$246,550 in funding towards the purchase price.

BUDGET NARRATIVE

Unit costs are to be provided for each budget category as specified in Section E. This documentation must be described and itemized. Please include subtotals and totals if applicable. Use additional pages if necessary.

There is a need for a command vehicle for regional Incident Management Teams.

▪ 38' Custom Mobile Command Center	\$389,750.00
<u>Non-Contract Options:</u>	
▪ Commercial Duty Internet Satellite System (TracStar)	\$28,205.00
▪ Data Protection Virtual Private Network (VPN)	\$5,000.00
▪ Rack Mounted Auto Switching Transtel (ML-500) 5-channel cellular system	\$12,145.00
▪ KX-TA824 Advanced Hybrid Telephone PBX	\$6,500.00
▪ Main Server Dedicated Work-Group Computer Upgrade for Local Area Network (LAN)	\$7,300.00
▪ (2) Global Star Satellite Phones Integrated into PBX	\$5,000.00
Total	\$453,900.00

Attached: Detail Bid Specifications (DMA-RFP-65)

NOTE: Total Costs for Command Vehicle \$453,900.00. The grant provides \$246,550 in funding towards the purchase price.

TERMS AND CONDITIONS OF ACCEPTANCE AND ACCEPTANCE

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in Item 13 of this section.

The subgrant recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs *Financial Guide* and the U. S. Department of Homeland Security, Office for Domestic Preparedness *FY 2004 Homeland Security Grant Program Guidelines* and must support the goals and objectives included in the State Homeland Security Strategy for Florida. The *Financial Guide* incorporates by reference the provisions of the Office of Management and Budget (OMB) circulars and government-wide common rules applicable to grants and cooperative agreements. The subgrant recipient agrees to comply with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars, as applicable:

Administrative Requirements – OMB Circular A-102 “Grants and Cooperative Agreements with State and Local Governments” and OMB Circular A-110 “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”, 48 CFR 31.2 “Contracts With Commercial Organizations” and 45 CFR 74, Appendix E “Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals”

Cost Principles – OMB Circular A-21 “Cost Principles for Educational Institutions”, OMB Circular A-87 “Cost Principles for State, Local, and Indian Tribal Governments”, OMB Circular A-122 “Cost Principles for Non-Profit Organizations”

Audit Requirements – OMB Circular A-133 “Audits of States, Local Governments and Non-Profit Organizations”;

Statutory Authority – Public Law 108-090.

1. Reports

a. Project Performance Reports:

The subgrant recipient must submit a Semi-Annual Project Performance Report to OCJG by January 10 and July 10. The reports must report data relating to January – June and July through December. Failure to submit Performance Reports that are complete, accurate and timely may result in sanctions.

b. Financial Reports:

- (1) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Financial Claim Report to the OCJG. Monthly Financial Claim Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Financial Claim Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Financial Claim Reports shall be submitted. A final Financial Claim Report and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to OCJG within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as “final”.

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Florida Department of Law Enforcement

- (2) All claims for reimbursement of subgrant recipient costs shall be submitted on the Financial Claim Report Forms prescribed and provided by the Office of Criminal Justice Grants. A subgrant recipient shall submit either monthly or quarterly claims in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.
- (3) All claims for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (4) Before the "final" claim will be processed, the subgrant recipient must submit to the OCJG all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

c. Other Reports:

The subgrant recipient must submit other reports as may be reasonably required by the Department.

2. Project Closeout

Project funds that have been properly obligated by the end of the subgrant funding period will have 45 days in which to be liquidated (expended). Any funds *not* liquidated at the end of the 45-day period will lapse and revert to the Department. A subgrant-funded project will *not* be closed out until the subgrant recipient has satisfied *all* closeout requirements in *one final* subgrant closeout package. A check for the full amount of any unexpended funds must accompany the closeout package.

All refunds or repayments made to the Department under this Agreement are made payable to the order of "Florida Department of Law Enforcement" and mailed to the following address:

<p>Office of Criminal Justice Grants Attention: Criminal Justice Initiatives Unit Florida Department of Law Enforcement 2331 Phillips Road Tallahassee, FL 32308</p>

3. Fiscal Control and Fund Accounting Procedures

The subgrant recipient must establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project must be disbursed according to provisions of the project budget as approved by the Department. All funds not spent according to this agreement will be subject to repayment by the subgrant recipient.

4. Allowable Costs

a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the *OJP Financial Guide*, U.S. Department of Justice *Common Rule for State And Local Governments* and federal *OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments"*, or *OMB Circular A-21, "Cost Principles for Educational Institutions"*.

b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice *Common Rule for State and Local Governments*, or *OMB Circular A-110* and Florida law to be eligible for reimbursement.

5. Travel and Training

The cost of all travel shall be reimbursed according to local regulations. A municipality or agency of a municipality may provide for a per diem and travel expense policy which varies from provisions in Chapter 112.061§4; Florida Statutes. If a municipality does not provide a per diem and travel policy pursuant to the above subsection, it remains subject to, but not in excess of provisions in Section

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Florida Department of Law Enforcement

112.061, Florida Statutes.

All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

6. Written Approval of Changes in this Approved Agreement

Subgrant recipients shall obtain approval from the Department for major substantive changes. These include, but are not limited to:

- a. Changes in project activities set forth in the approved agreement;
- b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)

Under no circumstances can transfers of funds increase the total budgeted award

7. Reimbursement Subject to Available Funds

The obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funding.

8. Advance Funding

Advance funding may be authorized for each project according to Section 216.181(16)(b), Florida Statutes, the OJP *Financial Guide*, and the U.S. Department of Justice *Common Rule for State and Local Governments*. Advance funding shall be provided to a subgrant recipient upon a written request to the OCJG justifying the need for such funds. This request, including the justification, shall be either enclosed with the subgrant application or submitted to the OCJG prior to the first request for reimbursement. Justification should address a 30/60/90-day need for cash based on the budgeted activities for the period.

9. Excusable Delays

Except with respect to defaults of consultants, the subgrant recipient will not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include but are not limited to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the subgrant recipient.

If failure to perform is caused by failure of a consultant or third party to perform or make progress, and if such failure arises out of causes beyond the control of the subgrant recipient and the consultant, and without fault or negligence of either of them, the subgrant recipient will not be deemed in default, *unless*:

- a) Supplies or services to be furnished by the consultant were obtainable from other sources;
- b) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources; and
- c) The subgrant recipient failed to reasonably comply with such order.

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Upon request of the subgrant recipient, the Department will ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule will be revised accordingly.

10. Obligation of Subgrant Recipient Funds

Subgrant recipient funds must not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the grant period. **Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for funding under this subgrant.** A cost is incurred when the subgrant recipient's employee or consultant performs required services, or when the subgrant recipient receives goods, notwithstanding the date of order.

11. Review of Consultant Contracts

The Department shall review all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Review shall be based upon the contract's compliance with requirements found in the OJP *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and in applicable state statutes. The review of the subgrant recipient agreement does not constitute approval of consultant contracts.

12. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department will impose sanctions it deems appropriate including withholding payments and cancellation, termination or suspension of the agreement in whole or in part. In such an event, the Department will notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient will be paid only for those services satisfactorily performed prior to the effective date of such sanction.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of Florida Department of Law Enforcement and mailed directly to the Department at the following address:

**Office of Criminal Justice Grants
Attention: Criminal Justice Initiatives Unit
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

13. Access To Records

The Florida Department of Law Enforcement; the U.S. Department of Homeland Security, Office of Domestic Preparedness; and the Auditor General of the State of Florida; the U.S. Comptroller General or any of their duly authorized representatives, will have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Office of Justice Programs' *Financial Guide*, as amended.

The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and made or received by the subgrant.

or its contractor in conjunction with this agreement.

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Florida Department of Law Enforcement

14. Audit

- a. Subgrant recipients and Implementing Agencies that expend \$500,000 or more in a year in federal awards must have a single or program-specific audit conducted for that year. The audit must be performed in accordance with the federal OMB *Circular A-133* and other applicable federal law. The contract for this agreement must be identified with the subject audit in *The Schedule of Federal Financial Assistance*. The contract must be identified as federal funds passed-through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient must submit an annual financial audit, which meets the requirements of *Chapters 11.45 and 215.97, Florida Statutes*; and, *Chapters 10.550 and 10.600, Rules of the Florida Auditor General*.
- b. A complete audit report which covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report must include any management letters issued separately and management's written response to *all* findings; both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned.
- c. The subgrant recipient must have all audits completed by an independent public accountant (IPA). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient and/or Implementing agency must take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient and/or Implementing Agency must ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients and/or Implementing Agencies that expend less than \$500,000 in federal awards during a fiscal year is exempt from the audit requirements of OMB *Circular A-133* for that fiscal year. In this case, written notification must be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice must be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any *disallowed costs* identified in an audit completed after such closeout.
- h. The completed audit reports should be sent to the following address:

Office of Criminal Justice Grants
Attention: Criminal Justice Initiatives Unit
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

15. Retention of Records

The subgrant recipient must maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

16. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs' *Financial Guide, as amended* or OMB *Circulars A-110 or A-102, as applicable*.

17. Property Accountability

The subgrant recipient agrees to use all non-expendable property for domestic security purposes during its useful life or request Department disposition.

The subgrant recipient must establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs' *Financial Guide, as amended* or the federal OMB Circulars A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

18. Disputes and Appeals

The Department will make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and will distribute its response to all concerned parties. The subgrant recipient must proceed diligently with the performance of this agreement according to the Department's decision.

If the subgrant recipient appeals the Department's decision, it must be submitted in writing to the Department's agency clerk within *twenty-one (21) calendar days of receipt of notification*. The subgrant recipient's right to appeal the Department's decision is contained in *Chapter 120, Florida Statutes*, and in procedures set forth in *Chapters 28-5 and 9-5, Florida Administrative Code*. Failure to appeal within this time frame constitutes a waiver of proceedings under *Chapter 120, Florida Statutes*.

19. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, representatives of the Department and/or the U.S. Department of Homeland Security have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

20. Publications or Printing of Reports

The subgrant recipient must submit one copy of all reports and proposed publications resulting from the agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the subgrant recipient's or government's expense, must contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

"This project was supported by grant award number 2004-GE-T4-0010 awarded by the U.S. Department of Homeland Security, Office of Domestic Preparedness. Points of view within this document are those of the author and do not necessarily represent the official position of policies of the U.S. Department of Homeland Security."

21. Equal Employment Opportunity (EEO)

All subgrant recipients are required to comply with nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

The subgrant recipient acknowledges, by completing and signing the attached EEO Certification Letter that failure to submit an acceptable Equal Employment Opportunity Plan approved by the Office for Civil Rights (if subgrant recipient is required to submit one pursuant to 28 CFR 42.302), is a violation of its certified assurances and may result in suspension of funding obligation authority. **Submission of this certification letter is a prerequisite to entering into this agreement.** This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have *120 days* after the date of this agreement to comply with the Act or face loss of federal funds subject to the sanctions in the *Justice System*

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Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and CFR Section 42.207 Compliance Information; Title VI of the Civil Rights Act of 1964, as amended; and Department of Justice regulation 28 CFR Part 42, Subparts C, D, E.

If any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, gender, disability or age against a subgrant recipient of funds, the subgrant recipient must agree to forward a copy of the findings to the USDOJ Office of Justice Programs (OJP), Office for Civil Rights.

All subgrant recipients must provide the OJP Office for Civil Rights with an Equal Opportunity Plan, if required to maintain one, where the subgrant award is \$500,000 or more.

22. Americans with Disabilities Act 1990

Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law (P.L.) 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV). (*Reference Title II of the Americans with Disabilities Act and Department of Justice regulation 28 CFR Part 42, Part 35; and Title IX of Education Amendments of 1972 and Department of Justice Regulation 28 CFR Part 54.*)

23. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with *Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities)*. These procedures require the subgrant recipient to certify it will not enter into any lower tiered covered transaction with a party that is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

24. Payment Contingent on Appropriation

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

25. Federal Restrictions on Lobbying

The subgrant recipient agrees to comply with *Section 319 of P.L. 101-121* set forth in "*New Restrictions on Lobbying; Interim Final Rule,*" published in the February 26, 1990, *Federal Register*.

Each person must file the most current edition of this Certification and Disclosure Form, if applicable, with each submission that initiates agency consideration of such person for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by *Section 1352, Title 31, United States Code*. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.

Law Enforcement Terrorism Prevention Program
Florida Department of Law Enforcement

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned must complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
- c. The undersigned will require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients must certify and disclose accordingly.

26. State Restrictions on Lobbying

In addition to the provisions contained herein, the expenditure of funds for the purpose of lobbying the state Legislature or a state agency is prohibited under this contract.

27. Political Activities Limitations

The subgrantee assures that it will comply with provisions of federal law which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or part by federal grants (5USC 1501, et seq.)

28. Fair Labor Standards

The subgrantee assures that it will comply with the minimum wage and maximum hour's provisions of the *Federal Fair Labor Standards Act*.

29. Environmental Protection Agency's (EPA) List of Violating Facilities

The subgrantee assures that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used is under consideration for listing by the EPA.

30. Flood Disaster Protection Act

The subgrantee will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

31. National Historic Preservation Act

The subgrantee will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Florida Department of Law Enforcement of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

32. The Coastal Barrier Resources Act

The subgrantee will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

33. National Environmental Policy Act (NEPA)

a. The subgrantee agrees to assist the Department in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds:

(1) New construction;

(2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;

(3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

(4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

b. For any of a subgrantee's existing programs or activities that will be funded by these subgrants, the subgrantee, upon specific request from the Department and the U.S. Department of Justice (DOJ), agrees to cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

34. Signature Authority

Both the Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative who sign the Signature Page have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source and the ADP Justification forms. The Project Director has authority to submit requests for approval of specific travel, Financial and Performance Reports, with the exception of the Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

35. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

36. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

37. Supplanting

The sub recipient agrees that funding under this award will be used to supplement, but not supplant, state or local funds for homeland security preparedness. Costs allocated or included in any other federally financed program must not be included.

38. Use of Funds

The sub recipient understands and agrees that it cannot use any funding under this award either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the awarding agency.

39. Categorical Exclusions

The sub recipient understands that funding under this award is to enhance its capabilities to prevent, respond to and recover from incidents of terrorism involving chemical, biological, radiological, nuclear or explosive weapons and cyber attack. Equipment purchases for this subgrant are restricted to 18 categories that range from personal protective equipment to search and rescue equipment, to cyber security equipment and related costs. This action consequently meets the OJP's criteria for categorical exclusion as contained in Title 40, paragraph 4(b) of Appendix D to Part 61, CFR. Additionally, the proposed action is neither a phase nor a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion. None of the following activities will be conducted either under this action or a related third party action:

1. New construction
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain.
3. Renovations that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

40. Authorized Equipment Expenditures

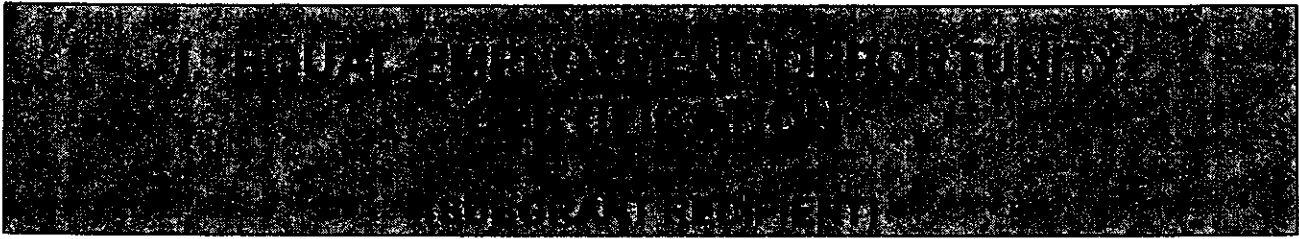
The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The sub recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Department of Law Enforcement (FDLE) must approve any purchases of equipment not itemized in a project's approved Initial Strategic Implementation Plan (ISIP) in advance of the purchase.

The sub recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDLE will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The sub recipient shall notify the FDLE Office of Domestic Preparedness at 2331 Phillips Road, Tallahassee, Florida 32308 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The sub recipient shall notify the FDLE immediately if the equipment is destroyed, lost, or stolen.

The sub recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDLE.

Law Enforcement Terrorism Prevention Program
Florida Department of Law Enforcement



Mr. Clayton H. Wilder
Community Program Administrator
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program
Requirements for the Subgrant Recipient

Dear Mr. Wilder:

I, THE UNDERSIGNED AUTHORIZED OFFICIAL, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that I have read the Act Criteria set forth in the Subgrant Application Package and Instructions. I understand that IF the subgrant recipient meets this criterion, it must formulate, implement and maintain a written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the subgrant recipient (Initial one of the following):

- Does meet Act Criteria and does have a current EEO Program Plan.
- Does meet Act Criteria and does not have a current EEO Program Plan.
- Does not meet Act Criteria.

I FURTHER AFFIRM that if the recipient meets the Act Criteria and does not have a current written EEO Program, federal law requires it to formulate, implement, and maintain such a program within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

Signature of chief official:

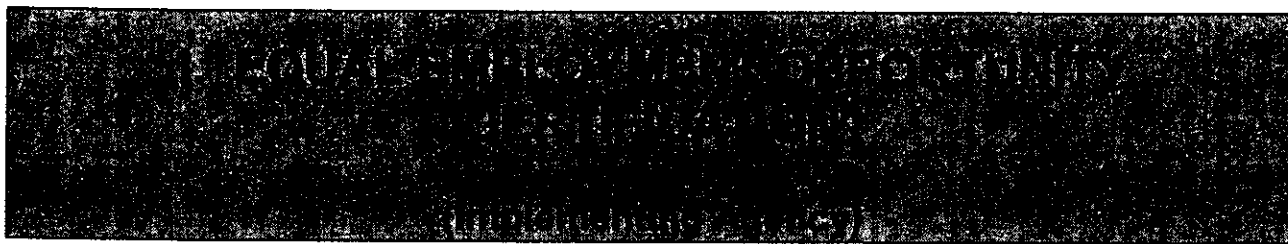
Douglas R. St. Cerny, Lee County Board of County Commissioners
(Print Name, Title & Agency/Organization)

10/11/05
(Date)

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

Law Enforcement Terrorism Prevention Program
Florida Department of Law Enforcement



Mr. Clayton H. Wilder
Community Program Administrator
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program
Requirements for the Implementing Agency

Dear Mr. Wilder:

I, THE UNDERSIGNED AUTHORIZED OFFICIAL, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that I have read the Act Criteria set forth in the Subgrant Application Package and Instructions. I understand that IF the subgrant recipient meets this criterion, it must formulate, implement and maintain a written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the subgrant recipient (Initial one of the following):

- Does meet Act Criteria and does have a current EEO Program Plan.
- Does meet Act Criteria and does not have a current EEO Program Plan.
- Does not meet Act Criteria.

I FURTHER AFFIRM that if the recipient meets the Act Criteria and does not have a current written EEO Program, federal law requires it to formulate, implement, and maintain such a program within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

Signature of chief official:

Douglas R. St. Cerny, Lee County Board of County Commissioners
(Print Name, Title & Agency/Organization)

10/11/05

(Date)

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

Law Enforcement Terrorism Prevention Program
Florida Department of Law Enforcement

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month and year set out below.

(Corrections on this page including strikeouts, whiteouts, etc. cannot be accepted.)

Signature: Clayton H. Wilder
Name and Title: Clayton H. Wilder, Community Program Administrator
Date: 10-20-05

Name of Governmental Unit: Lee County Board of County Commissioners
(City, County, Agency/Organization)
Signature: [Signature]
(Chief Official of City, County, Agency/Organization)
Printed Name & Title: Douglas R. St. Cerny
Date: 10/11/05

APPROVED AS TO FORM

[Signature]
KEY

Name of Implementing Agency: Lee County Public Safety
Signature: John D. Wilson
(Chief Official of Implementing Organization)
Printed Name & Title: John D. Wilson, Director
Date: 9/27/05

**Law Enforcement Terrorism Prevention Program
Florida Department of Law Enforcement**

IN WITNESS WHEREOF, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month and year set out below.

(Corrections on this page including strikeovers, whiteouts, etc. cannot be accepted.)

Signature: Clayton H. Wilder
Name & Title: Clayton H. Wilder, Community Program Administrator
Date: 10-26-05

Name of Governmental Unit: Lee County Board of County Commissioners
(City, County, Agency/Organization)
Signature: [Signature]
(Chief Official of City, County, Agency/Organization)
Printed Name & Title: Douglas R. St. Cerny
Date: 10/11/05

APPROVED AS TO FORM:

BY: [Signature]

Name of Implementing Agency: Lee County Public Safety
Signature: [Signature]
(Chief Official of Implementing Organization)
Printed Name & Title: John D. Wilson, Director
Date: 9/27/05