

911 RELOCATION SERVICES

REQUISITION NO. PR76037

Issued: Wednesday, September 7, 2022 EDT, Created: Wednesday, September 7, 2022
EDT by Teresia Whalen

ORDERED

LINE ITEMS**SUPPLIER:**

Vertol Systems Company, Inc.
PO Box 727
Destin, FL 32540
United States
Phone: +1 (503) 970-2827
Contact: James Montgomerie

TOTAL AMOUNT
\$615,000.00000 USD

SHIP TO:

Director of Administration
605 Suwannee Street, MS 70
Tallahassee, FL 32399
United States

BILL TO:

DEPARTMENT OF TRANSPORTATION
605 SUWANNEE ST, MS 42
DISBURSEMENT OPERATIONS OFFICE,
SUITE A
TALLAHASSEE, FL 32399-0450
United States

DELIVER TO:

Stephanie Iliff

Organization Code:

Description: DIRECTOR OF ADMINISTRATION

Expansion Opt:

Description:

Object Code:

Description: CONTRACTED SERVICES - OTHER

Transaction Fee Exempt?: No

Transaction Fee Exempt Reason:

DOT Encumbrance Number: 0P3785

DOT Encumbrance Line Number: 0001

PUI:

ID: 5501

Name: 5501 - Department of Transportation, Procurement Office

PO Start Date: Thursday, September 8, 2022 GMT

PO End Date: Friday, June 30, 2023 GMT

Site Code:

ID: 550000-00

Name: 0

Encumber Funds: No

Attachment Disclaimer: Yes

Entity Description: Department of Transportation

LINE ITEM DETAILS (1 LINE ITEM)

NO.	DESCRIPTION	PART NUMBER	QTY	NEED-BY DATE	UNIT PRICE	AMOUNT
1	Flight		1 lot -		\$615,000.00000 USD	\$615,000.00000 USD

Full Description: Flight

FOB Code:

Incoterms Code:

Order No.: EP43932

Ship To:

Shipping Method: Best Way

User to Notify of Advanced Payment:

Name: Stephanie Iliff

State Contract ID:

Prime Vendor:

Set Defaults: Yes

TOTAL AMOUNT
\$615,000.00000 USD

Changes

Cassandra Anderson, Thu, 8 Sep, 2022

- Line Item 1, Accounting, Accounting 1, Batch changed from (no value) to 1

Approvals					
Required	Status	Reason	Approver	Approved By	Date
Required	Approved	5501 - Purchasing Gatekeeper must approve Non-Catalog Items	5501 - Purchasing Gatekeeper	Paul Baker	Thursday, September 8, 2022 EDT
Required	Approved	Procurement Review	Cassandra Anderson	Cassandra Anderson	Thursday, September 8, 2022 EDT
Required	Approved	Supervisor Must Approve	Stephanie Iliff	Stephanie Iliff	Thursday, September 8, 2022 EDT
Required	Approved	Legal Review	Giselle Justo	Giselle Justo	Thursday, September 8, 2022 EDT
Required	Approved	5501 - Purchasing Office must approve	5501 - Purchasing Office	Paul Baker	Thursday, September 8, 2022 EDT

REQUISITION COMMENTS

- COMMENT by **Cassandra Anderson** on 09/08/2022

NOTE TO VENDORS: State of Florida agencies are using MyFloridaMarketPlace eQuote for purchases under \$35,000 or for quotes off state term contracts. Be sure your vendor MFMP registration includes a current and accurate "Main Contact" e-mail address, accurate and current commodity codes, and you selected "yes" to receive electronic notifications. For any assistance with vendor registration or eQuote, contact VendorHelp@MyFloridaMarketPlace.com or (866) 352-3776. (Cassandra Anderson, Thursday, September 8, 2022 EDT)

- COMMENT by **Cassandra Anderson** on 09/08/2022
E-VERIFY Utilization

By accepting the purchase order, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods. (Cassandra Anderson, Thursday, September 8, 2022 EDT)

- COMMENT by **Cassandra Anderson** on 09/08/2022

The invoice must match the description on the Purchase Order, or payment may be delayed. (Cassandra Anderson, Thursday, September 8, 2022 EDT)

- COMMENT by **Cassandra Anderson** on 09/08/2022
Method of Compensation:

For the satisfactory performance of these services the Vendor shall be paid a Lump Sum Amount of \$615,000.00. Vendor shall submit an invoice upon receipt of Purchase Order. Payment shall be made to the Vendor in advance.

FINANCIAL CONSEQUENCES: Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes.

Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period. (Cassandra Anderson, Thursday, September 8, 2022 EDT)

REQUISITION ATTACHMENTS

- ATTACHMENT by **Teresia Whalen** on Wednesday, September 7, 2022 at 2:30 PM
FLDOT_Memo_06Sep2022.pdf (94433 bytes)
- ATTACHMENT by **Teresia Whalen** on Thursday, September 8, 2022 at 8:29 AM
FI913JG-0P3785-PR76037-DIST-CO-20220907-032640-FI913JG@dot.state.fl.us-Jennifer-Gunter.pdf (9261 bytes)
- ATTACHMENT by **Teresia Whalen** on Thursday, September 8, 2022 at 1:43 PM
RE_Advance Pay approval in writing.pdf (224895 bytes)
- ATTACHMENT by **Teresia Whalen** on Thursday, September 8, 2022 at 1:43 PM
VSC Advance Payment Request.pdf (1594653 bytes)
- ATTACHMENT by **Cassandra Anderson** on Thursday, September 8, 2022 at 2:10 PM
PR76037 - Public Records Provisions.pdf (14868 bytes)
- ATTACHMENT by **Cassandra Anderson** on Thursday, September 8, 2022 at 2:11 PM
PR76037 Vendor Eligibility Check Prior to Contract Award No 375-030-91.pdf (18754 bytes)
- ATTACHMENT by **Cassandra Anderson** on Thursday, September 8, 2022 at 4:19 PM
PR76037 PO Terms and Conditions.pdf (110505 bytes)



MEMORANDUM FOR RECORD

To: Paul Baker, FDOT
Email: paul.baker@dot.state.fl.us
From: James L. Montgomerie
Date: 2 August 2022
Pages: Three (3) Pages in Total

Caution: The information in this message and all following pages is Company PROPRIETARY, confidential and the property of Vertol Systems Company, Inc. (VSC). If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, or reproduction of this message is prohibited without VSC written consent. The legal privilege and confidentiality attached to this message is not considered waived, lost or vitiated by reason of mistaken delivery to the recipient, and such legal privilege and confidentiality are hereby expressly reserved. If you have received this message in error, please notify VSC immediately by telephone or facsimile and destroy the original message. VSC will reimburse your reasonable cost of such notification. Thank you.

Dear Sir

Please see below our response to your request for quote dated 1 August 2022.

Thank you for your interest in Vertol Systems Company. VSC own and operate a global fleet of fixed and rotary-wing aircraft with more than 27 year's experience and tens of thousands of hours safely flown.

Over the past 27-years VSC has provided unparalleled aviation operations, maintenance, and training support to commercial clients, US Government, US Military, and Partner Nations.

1.0 General Description

VSC is based in Destin, Florida, and was formed in 1995 to provide specialized helicopter and aircraft solutions specific to customer's and organization's unique requirements.

VSC can meet the requirements of the Florida Department of Transportation ("FDOT") request for the services of an air transportation company to provide chartered flight services to out-of-state locations designated by FDOT, within the 48 contiguous states or the District of Columbia.

1.1 Deliverables, Tasks, Performance Measures, and Price Structure

VSC will provide chartered flight services to out-of-state locations designated by FDOT, within the 48 contiguous states or the District of Columbia.

VSC will provide the foregoing services within 48 hours of receipt of request from FDOT or its authorized representative. VSC will arrange or provide necessary ancillary services, including meals enroute to destination.

VSC can generate specific pricing when we know the number of seats and the travel destination. However, as an example of our fixed price rates for 4 to 8 x people going from mid-Florida to North East US area is approximately \$35,000.00

1.2 Contractor Responsibilities

1. VSC shall establish communication and coordination with FDOT or its authorized representative.
2. VSC shall document and report to FDOT or its designated representative within two hours of completed air transport the origination and destination of the flight.
3. VSC shall document transport costs for invoicing purposes.

1.3 FDOT Responsibilities

1. Identify and designate FDOT's authorized representative and connect them with Contractor.
2. Provide final approval of payments for services rendered.

1.4 Period of Performance

VSC shall meet the period of performance, with a term beginning the date a contract is executed or a purchase order is issued ("Contract") until June 30, 2023.

2.0 Staff Qualifications and Performance Criteria

VSC possess or is able to subcontract to obtain the professional and technical staff necessary to perform the services required by the Contract. All VSC staff have sufficient skill and experience to perform the services assigned to them.

VSC will maintain, at its sole cost, during the term of the Contract all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required to perform the air transport services.

During the term of the Contract, VSC will be responsible for ensuring its employees, agents, and subcontractors obey and comply with all relevant laws.

3.0 Terms and Conditions

VSC will meet all FDOT terms and conditions.

3.1 Purchase Order Terms and Conditions

VSC will meet all FDOT Purchase Order terms and conditions.

3.2 General Contract Conditions

VSC will meet all General Contract Conditions

3.3 Public Records

VSC shall meet the Public Records requirements and the provisions of Chapter 119, Florida Statutes.

VSC shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

4.0 Contents of Quote

Each VSC quote shall contain, at a minimum, the following information:

- VSC business information, including name, contact information to include name of person authorized to speak with FDOT, and address.
- A short statement that describes VSC general business and services.
- A short statement of VSC experience in providing air transport services.
- VSC Pricing for air transport services:

Deliverable	Frequency	Price
Deliverable 1 – Provide Air Transport and all other in-flight costs.	As needed and requested by FDOT or its authorized representative.	Fixed price (Unit Rate price) for air transport services. Pricing shall be hourly; by number of passengers; or in accordance with Contractor's standard price sheet.

5.0 Deadline for Quote Submittals

VSC will meet the submission timeline and size requirements.

6.0 MyFloridaMarketPlace Transaction Fee

VSC will abide by the State of Florida, MyFloridaMarketPlace, eProcurement system and its payment process and requirements.

We welcome the opportunity to support your mission and please feel to contact me for further information or clarification at 503.970.2827

Thanks

v/r

James Montgomerie
CEO/VSC
james.montgomerie@vscglobal.com
+1.503.970.2827

VERTOL SYSTEMS COMPANY, INC.

PO BOX 727 · Destin, FL 32540 · Phone: 850.424.5223 · Fax: 850.270.6777 · www.vscglobal.com



MEMORANDUM FOR RECORD

To: Paul Baker
State Purchasing Administrator
Florida Department of Transportation

Email: paul.baker@dot.state.fl.us

From: James L. Montgomerie

Date: 06 September 2022

Pages: Two (2) Pages in Total

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Dear Sir

Vertol Systems Company, Inc. (VSC) based in Destin, Florida was formed in 1995 to provide specialized helicopter and aircraft solutions specific to customer's and organization's unique requirements. VSC owns and operates a global fleet of fixed-wing and rotary-wing aircraft with more than 27 years and tens of thousands of hours safely flown. For nearly 3 decades VSC has provided unparalleled aviation operations, maintenance, and training support to commercial clients, US Government, US Military, and Partner Nations.

VSC proposes to provide to FDOT transportation-related, and humanitarian relocation services to implement a program to facilitate the transport of unauthorized aliens (hereafter the "Services")

This proposal contemplates the ongoing delivery of these Services to FDOT, on an ongoing, month-to-month basis, in the form of separate relocation projects (hereafter the "Project" or "Projects").

Each Project will have its own scope, characteristics, and requirements.

For each Project, VSC shall submit a pre-performance proposal for FDOT review and approval, and VSC shall invoice FDOT for payment upon agreement on each Project.

The proposed Services include, but are not limited to, Project management, aircraft, crew, maintenance logistics, fuel, coordination and planning, route preparation, route services, landing fees, ground handling and logistics and other Project-related expenses.

Aircraft options include, but are not limited to those which can carry up to eight (8) passengers, up to twenty-five (25) passengers and up to sixty-five (65) passengers.

Up to 8 Passengers : \$325,000.00 per flight
Up to 25 Passengers: \$485,000.00 per flight
Up to 65 Passengers: \$625,000.00 per flight

This price is subject to the distance traveled, and may change dependent on destination

VERTOL SYSTEMS COMPANY, INC.

PO BOX 727 · Destin, FL 32540 · Phone: 850.424.5223 · Fax: 850.270.6777 · www.vscglobal.com

This first Project (hereafter "Project 1"), shall involve the facilitation of the relocation of up to fifty (50) individuals to the State of Massachusetts or other, proximate northeastern state designated by FDOT based upon the extant conditions.

The total price for all Services related to Project 1 is \$615,000.00, subject to FDOT approval.

VSC will utilize the State of Florida payment process system and pay the assessed Transaction Fee of 0.7%.

Please contact me directly if you have further questions or concerns.

Many thanks

v/r

James Montgomerie
Vertol Systems Company, Inc.
james.montgomerie@vscglobal.com
+1.503.970.2827



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 7, 2022

Department of Financial Services
Kim Holland, Bureau Chief
Bureau of Auditing
The Fletcher Building
Tallahassee, FL 32399-0350

Dear Ms. Holland:

The Department, in accordance with 215.422 (15) F.S. and 69I-40.120 F.A.C., is requesting approval to prepay \$615,000.00 to Vertol Systems Company, Inc. for transportation-related and humanitarian relocation services to implement a program to facilitate the transport of unauthorized aliens. Copies of the quote and purchase requisition are attached for your review. The appropriation for this program falls under Laws of Florida Ch. 2022-156, Section 185. The services are only available if payment is made in advance.

Your review and approval are appreciated. If you need additional information, please call me at 414-4781.

Sincerely,

A handwritten signature in black ink that reads "Kelly Sowell". The signature is written in a cursive, flowing style.

Kelly Sowell
Deputy Comptroller
Disbursement Operations Office

Attachments



MEMORANDUM FOR RECORD

To: Paul Baker
State Purchasing Administrator
Florida Department of Transportation

Email: paul.baker@dot.state.fl.us

From: James L. Montgomerie

Date: 06 September 2022

Pages: Two (2) Pages in Total

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VERTOL SYSTEMS COMPANY, INC.

PO BOX 727 Destin, FL 32540 · Phone: 850.424.5223 · Fax: 850.270.8777 · www.vscglobal.com

Page two of two FDOT/VSC 6 September 2022

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Please contact me directly if you have further questions or concerns.

Many thanks

v/r

James Montgomerie
Vertol Systems Company, Inc.
james.montgomerie@vscglobal.com
+1.503.970.2827

911 RELOCATION SERVICES

REQUISITION NO. PR76037

Issued: Wednesday, September 7, 2022 EDT, Created: Wednesday, September 7, 2022
EDT by Teresia Whalen on behalf of Stephanie Iliff

COMPOSING

LINE ITEMS

SUPPLIER:

Vertol Systems Company, Inc.
PO Box 727
Destin, FL 32540
United States
Phone: +1 (503) 970-2827
Contact: James Montgomerie

TOTAL AMOUNT
\$615,000.00000 USD

SHIP TO:

Director of Administration
605 Suwannee Street, MS 70
Tallahassee, FL 32399
United States

BILL TO:

DEPARTMENT OF TRANSPORTATION
605 SUWANNEE ST, MS 42
DISBURSEMENT OPERATIONS OFFICE,
SUITE A
TALLAHASSEE, FL 32399-0450
United States

DELIVER TO:

Stephanie Iliff

Organization Code:

Description: DIRECTOR OF ADMINISTRATION

Expansion Opt:

Object Code:

Description: MOVING SERVICES

Transaction Fee Exempt?: No

Transaction Fee Exempt Reason:

DOT Encumbrance Number:

DOT Encumbrance Line Number:

PUI:

ID: 5501

Name: 5501 - Department of Transportation, Procurement Office

PO Start Date: Thursday, September 8, 2022 GMT

PO End Date: Friday, June 30, 2023 GMT

Site Code:

ID: 550000-00

Name: 0

Encumber Funds: No

Attachment Disclaimer: Yes

Entity Description: Department of Transportation

LINE ITEM DETAILS (1 LINE ITEM)

NO.	DESCRIPTION	PART NUMBER	QTY	NEED-BY DATE	UNIT PRICE	AMOUNT
1	Flight		1 lot -		\$615,000.00000 USD	\$615,000.00000 USD

Full Description: Flight

FOB Code:

Incoterms Code:

Ship To:

Shipping Method: Best Way

User to Notify of Advanced Payment:

Name: Teresia Whalen

State Contract ID:

Prime Vendor:

TOTAL AMOUNT
\$615,000.00000 USD

Preview of Approvals					
Required	Status	Reason	Approver	Approved By	Date
Required	Pending	Requester must approve for PUI 5501	Stephanie Iliff		
Required	Pending	5501 - Purchasing Gatekeeper must approve Non-Catalog Items	5501 - Purchasing Gatekeeper		
Required	Pending	5501 - Purchasing Office must approve	5501 - Purchasing Office		
Not Required	Pending	User should be notified of Advanced Payment	Teresia Whalen		

REQUISITION COMMENTS

- COMPOSING by **Teresia Whalen** on *09/07/2022*
(Teresia Whalen, Wednesday, September 7, 2022 EDT)

REQUISITION ATTACHMENTS

- ATTACHMENT by **Teresia Whalen** on *Wednesday, September 7, 2022 at 2:30 PM*
FLDOT_Memo_06Sep2022.pdf (94433 bytes)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

MEMORANDUM

DATE: September 7, 2022

TO: Disbursement Operations Office

FROM: Stephanie D. Iliff, Director
Office of Administration

COPIES:

SUBJECT: Advance Payment

The Department requires FDOT transportation-related, and humanitarian relocation services to implement a program to facilitate the transport of unauthorized aliens; for the period current through 6/30/2023.

The transportation services shall be ongoing, on a month-to-month basis. Services include Project management, aircraft, crew, maintenance logistics, fuel, coordination and planning, route preparation, route services, landing fees, ground handling and logistics and other Project-related expenses. The goods or services are essential to the operation of FDOT and are available only if advance payment is made.

In accordance with 287.057, Florida Statutes, the Department may issue a Request for Quote to negotiate and enter into contract with private parties, including common carriers, to implement the program. In addition, the Department may enter into agreements with any applicable federal agency to implement the program. The term "unauthorized alien" means a person who is unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. In accordance with 287.057, Florida Statutes, the Department may issue a Request for Quote to negotiate and enter into contract with private parties, including common carriers, to implement the program. In addition, the Department may enter into agreements with any applicable federal agency to implement the program. The term "unauthorized alien" means a person who is unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. Policy (001-075-005-b); provides search capability; meets records retention requirements; provides templates; and conforms to FDOT security requirements.

I approve the advance payment for the transportation services referenced above.

General Revenue Fund is appropriated for Fiscal Year 2021-2022 to the department, for (1) additional cloud computing expenses related to increased corporate filing transactions, (2) the sustainment of the current Sunbiz system, and (3) enhancements and temporary staffing for the Division of Corporations call center. No funds in this section are provided for Contract Number DAS-IT-19-01 by and between the Department of State and PCC Technology, Incorporated. This section is effective upon becoming a law.

SECTION 182. The nonrecurring sum of \$1,500,000 from the General Revenue Fund is appropriated to the Department of State for Fiscal Year 2021-2022, for litigation. This section is effective upon becoming a law.

SECTION 183. The unexpended balance of funds appropriated to the Department of Transportation in Specific Appropriation 1939A of chapter 2021-36, Laws of Florida, for the planning and remediation tasks necessary to integrate agency applications with the new Florida Planning, Accounting, and Ledger Management (PALM) system, shall revert and is appropriated for Fiscal Year 2022-2023 to the department for the same purpose.

SECTION 184. The unexpended balance of funds appropriated to the Department of Transportation for the Secure Access Management/Identity Access Management and Governance (IAMG) Project in Specific Appropriations 1936 and 1939 of chapter 2021-36, Laws of Florida, shall revert and are appropriated for Fiscal Year 2022-2023 to the department for the same purpose.

SECTION 185. From the interest earnings associated with the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), the nonrecurring sum of \$12,000,000 from the General Revenue Fund is appropriated to the Department of Transportation for Fiscal Year 2021-2022, for implementing a program to facilitate the transport of unauthorized aliens from this state consistent with federal law. The department may, upon the receipt of at least two quotes, negotiate and enter into contracts with private parties, including common carriers, to implement the program. The department may enter into agreements with any applicable federal agency to implement the program. The term "unauthorized alien" means a person who is unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The term shall be interpreted consistently with any applicable federal statutes, rules, or regulations. The unexpended balance of funds appropriated to the department in this section remaining as of June 30, 2022, shall revert and is appropriated for Fiscal Year 2022-2023 to the department for the same purpose. This section shall take effect upon becoming a law.

SECTION 186. The Legislature hereby adopts by reference the changes to the approved operating budget as set forth in Budget Amendment EOG #B2022-0448, Medicaid Funding Realignment Based on the Social Services Estimating Conference, as submitted by the Governor on behalf of the Agency for Health Care Administration for the approval by the Legislative Budget Commission. The Governor shall modify the approved operating budget for Fiscal Year 2021-2022 consistent with the amendment. This section is effective upon becoming a law.

SECTION 187. The Legislature hereby adopts by reference the changes to the approved operating budget as set forth in Budget Amendment EOG #B2022-0458, Medicaid Funding in Other State Agencies Based on the Social Services Estimating Conference, as submitted by the Governor on behalf of the Agency for Health Care Administration for the approval by the Legislative Budget Commission. The Governor shall modify the approved operating budget for Fiscal Year 2021-2022 consistent with the amendment. This section is effective upon becoming a law.

SECTION 188. The Legislature hereby adopts by reference the changes to the approved operating budget as set forth in Budget Amendment EOG# B2022-0377, as submitted by the Governor on February 11, 2022, on behalf of the Department of Agriculture and Consumer Services for approval by the Legislative Budget Commission. The Governor shall modify the approved operating budget for Fiscal Year 2021-2022 consistent with the amendment. This section is effective upon becoming a law.

SECTION 189. The Legislature hereby adopts by reference the changes to the approved operating budget as set forth in Budget Amendment EOG# B2022-0378, as submitted by the Governor on February 11, 2022, on behalf of the Department of Agriculture and Consumer Services for approval by the Legislative Budget Commission. The Governor shall modify the

To: Jennifer.Gunter@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

0P3785

9/7/2022

CONTRACT INFORMATION

Encumbrance Number:	0P3785
Requisition Number:	PR76037
Vendor Name:	VERTOL SYSTEMS COMPANY INC
Vendor ID:	F931200496001
Beginning Date of This Order:	09/07/2022
Ending Date of This Order:	12/30/2022
CFDA Number:	

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 9/7/2022

Action:	NEW PO
Reviewed or Approved:	APPROVED
Organization Code:	55140000911
Expansion Option:	AG
Object Code:	139900
Amount:	\$615,000.00
Financial Project:	45106918201
Work Activity (EOB):	683
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	108845/00
Enc Line (6s):	0001

Grand Total: \$615,000.00

ORDER NO. EP43932

Issued on Thursday, September 8, 2022 EDT

Created on Thursday, September 8, 2022 EDT by Teresia Whalen

SUPPLIER:

Vertol Systems Company, Inc.
PO Box 727
Destin, FL 32540
United States
Phone: +1 (503) 970-2827
Contact: James Montgomerie

TOTAL AMOUNT**\$615,000.00000 USD****SHIP TO:**

Director of Administration
605 Suwannee Street, MS 70
Tallahassee, FL 32399
United States

BILL TO:

DEPARTMENT OF TRANSPORTATION
605 SUWANNEE ST, MS 42
DISBURSEMENT OPERATIONS OFFICE,
SUITE A
TALLAHASSEE, FL 32399-0450
United States

DELIVER TO:

Stephanie Iliff
Organization Code:
Description: DIRECTOR OF ADMINISTRATION
Expansion Opt:
Description:
Object Code:
Description: CONTRACTED SERVICES - OTHER
Transaction Fee Exempt?: No
Transaction Fee Exempt Reason:
DOT Encumbrance Number: 0P3785
DOT Encumbrance Line Number: 0001

VersionNumber: 1

PUI:

ID: 5501

Name: 5501 - Department of Transportation, Procurement Office

PO Start Date: Thursday, September 8, 2022 GMT

PO End Date: Friday, June 30, 2023 GMT

Site Code:

ID: 550000-00

Name: 0

Encumber Funds: No

Entity Description: Department of Transportation

LINE ITEM DETAILS (1 LINE ITEM)

NO.	DESCRIPTION	PART NUMBER	QTY	NEED-BY DATE	UNIT PRICE	AMOUNT	ORDER CONFIRMATION STATUS
1	Flight		1 lot -		\$615,000.00000 USD	\$615,000.00000 USD	Unconfirmed

Full Description: Flight

Req. Line No.: 1

Requester: Teresia Whalen

PR No.: PR76037

Method of Procurement: 9 - Exempt State or Fed law prescribe contractor or rate pay est in appropriation [s 287.057(10), F.S.]

Shipping Method: Best Way

State Contract ID:

Prime Vendor:

incoTerm:

TOTAL AMOUNT
\$615,000.00000 USD

COMMENTS

- COMMENT by **Cassandra Anderson** on 09/08/2022

NOTE TO VENDORS: State of Florida agencies are using MyFloridaMarketPlace eQuote for purchases under \$35,000 or for quotes off state term contracts. Be sure your vendor MFMP registration includes a current and accurate "Main Contact" e-mail address, accurate and current commodity codes, and you selected "yes" to receive electronic notifications. For any assistance with vendor registration or eQuote, contact VendorHelp@MyFloridaMarketPlace.com or (866) 352-3776. (Cassandra Anderson, Thursday, September 8, 2022 EDT)

- COMMENT by **Cassandra Anderson** on 09/08/2022

E-VERIFY Utilization

By accepting the purchase order, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods. (Cassandra Anderson, Thursday, September 8, 2022 EDT)

- COMMENT by **Cassandra Anderson** on 09/08/2022

The invoice must match the description on the Purchase Order, or payment may be delayed. (Cassandra Anderson, Thursday, September 8, 2022 EDT)

- COMMENT by **Cassandra Anderson** on 09/08/2022

Method of Compensation:

For the satisfactory performance of these services the Vendor shall be paid a Lump Sum Amount of \$615,000.00. Vendor shall submit an invoice upon receipt of Purchase Order. Payment shall be made to the Vendor in advance.

FINANCIAL CONSEQUENCES: Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes.

Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period. (Cassandra Anderson, Thursday, September 8, 2022 EDT)

ATTACHMENTS

- ATTACHMENT by **Teresa Whalen** on Wednesday, September 7, 2022 at 2:30 PM
FLDOT_Memo_06Sep2022.pdf (94433 bytes)
- ATTACHMENT by **Cassandra Anderson** on Thursday, September 8, 2022 at 2:10 PM
PR76037 - Public Records Provisions.pdf (14868 bytes)
- ATTACHMENT by **Cassandra Anderson** on Thursday, September 8, 2022 at 4:19 PM
PR76037 PO Terms and Conditions.pdf (110505 bytes)

TERMS AND CONDITIONS OF PURCHASE

9/15/22, 4:20 PM

Order EP43932

Purchase Order Terms & Conditions

http://dms.myflorida.com/mfmp_PO_TC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC RECORDS PROVISIONS FOR PURCHASE ORDERS
(CONTRACTUAL SERVICES)**

375-030-06
PROCUREMENT
OGC - 07/16
Page 1 of 2

Purchase Requisition No.: PR76037

WHEREAS, the Parties have agreed to the terms and conditions set forth herein.

The Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Consultant/Contractor/Vendor shall:

- (1) Keep and maintain public records required by the Department to provide goods and perform services.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant/Contractor/Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Consultant/Contractor/Vendor or keep and maintain public records required by the Department to perform the service. If the Consultant/Contractor/Vendor transfers all public records to the Department upon completion of the Agreement, the Consultant/Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, the Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office

850-414-5355

COprcustodian@ dot.State.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
06/22

Project Description(s): PR76037

Financial Project Number(s): _____

In accordance with State law:

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
06/22

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Cassandra Anderson

Printed Name

Cassandra Anderson

Signature

Date: 09/08/22

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE ORDER TERMS & CONDITIONS

375-040-55
PROCUREMENT
OGC - 02/21
Page 1 of 8

Purchase Order No.: PR76037

Appropriation Bill Number(s) / Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.:

(required for contracts in excess of \$5 million)

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Vendor to furnish, within the manner and at the location specified, certain services, information and items as specified in the competitive procurement documents, the completed purchase order form, and attached Exhibits which are integral parts of this purchase order contract (hereinafter called the Purchase Order). If additional terms and conditions of the Vendor are attached, only those provisions not in conflict with the State of Florida Purchase Order Conditions and Instructions and Purchase Order Terms and Conditions herein may be made a part of this Purchase Order. The Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over and supersede any inconsistent or conflicting provision in the State of Florida Purchase Order Conditions and Instructions, and any attached terms and conditions of the Vendor.
- B. Before making any additions or deletions to the work described in this Purchase Order, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and the Department shall issue a Change Order covering such work and compensation. Reference herein to this Purchase Order shall be considered to include any Change Orders.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Purchase Order, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Purchase Order. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Purchase Order. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with applicable Florida law that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Purchase Order. In the event that changes in the statute or rules create a conflict with the requirements of the published guidelines, requirements of the statute and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Purchase Order may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Purchase Order. The Director's decision upon all claims, questions, and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

Reference herein to the Director shall mean the Department's

2. TERM

- A. Initial Term. Unless otherwise specified, this Purchase Order begins on the date of issuance.

Services to be rendered by the Vendor shall be completed by the date specified on the Purchase Order.

- B. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Purchase Order. Extension of this Purchase Order must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Purchase Order and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Purchase Order unless the failure to meet the criteria set forth in this Purchase Order for completion of this Purchase Order is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.
- B. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Purchase Order specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- C. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), 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), Florida Administrative Code. 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 Purchase Order. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprourement 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.

- D. Records of costs incurred under terms of this Purchase Order shall be maintained and made available upon request to the Department at all times during the period of this Purchase Order and for three years after final payment for the work pursuant to this Purchase Order is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- E. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- F. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Purchase Order.

It is specifically agreed between the parties executing this Purchase Order that it is not intended by any of the provisions of any part of the Purchase Order to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Purchase Order to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Purchase Order.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Purchase Order. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- ☒ No general liability insurance required.
- ☐ The Vendor shall carry and keep in force during the term of this Purchase Order a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$ _____ per person and \$ _____ each occurrence, and property damage insurance of at least \$ _____ each occurrence, for the services to be rendered in accordance with this Purchase Order.
- ☐ The Vendor shall have and maintain during the term of this Purchase Order, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to chapter 675 and section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Purchase Order in the amount of \$ _____.

C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- ☒ No Bond required.
- ☐ Prior to commencement of any services pursuant to this Purchase Order and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Purchase Order according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Purchase Order, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. **COMPLIANCE WITH LAWS**

- A. The Vendor agrees that it shall make no statements, press releases, or publicity releases concerning this Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Department's Contract Manager and securing prior written consent.
- B. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state

professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

- (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to chapter 455, Florida Statutes, and applicable state law.
 - C. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable Florida law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Purchase Order. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Purchase Order as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Purchase Order.
 - D. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.fdot.gov/procurement/index.shtml>, incorporated herein by reference and made a part of this Agreement.
 - E. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
 - F. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
6. TERMINATION AND DEFAULT
- A. This Purchase Order may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Purchase Order in the event an assignment is made for the benefit of creditors.
 - B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Purchase Order, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.
 - C. If the Department requires termination of the Purchase Order for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Purchase Order is to be terminated.
 - D. If the Purchase Order is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Purchase Order. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
 - E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department

determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable Vendor to timely perform under this Purchase Order and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Purchase Order. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Purchase Order to other than subcontractors specified in the proposal, bid and/or Purchase Order without the prior written consent of the Department.

- B. Select the appropriate box:

☒ The following provision is not applicable to this Purchase Order.

☐ The following provision is hereby incorporated in and made a part of this Purchase Order:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order 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 Purchase Order shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850) 487-1471

☐ The following provision is hereby incorporated in and made a part of this Purchase Order:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this Purchase Order, the person, firm, or other business entity (Vendor) carrying out the provisions of this Purchase Order shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned.

The "Corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, Florida 33716-1826
Telephone: (800) 643-8459

☐ This Purchase Order involves the expenditure of Federal funds and hence, Section 946.515, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Purchase Order.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent

expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Purchase Order.

- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. It is understood and agreed by the parties hereto that if any part, term or provision of this Purchase Order is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the particular part, term or provision held to be invalid.
- D. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Purchase Order, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by Vendor, Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Time is of the essence as to each and every obligation under this Purchase Order.
- G. If this Purchase Order involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Purchase Order and shall take precedence over any inconsistent provisions in this Purchase Order.
- H. If this Purchase Order is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Purchase Order.
- I. This Purchase Order embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Purchase Order shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- J. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- K. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and

3. shall adhere to requirements in section 448.095, Florida Statutes.

The provisions in the PURCHASE ORDER TERMS & CONDITONS constitute an integral part of the Purchase Order contract. The Vendor acknowledges acceptance of the terms and conditions of this Purchase Order by providing the services described in this Purchase Order.