

MANATEE COUNTY SHERIFF'S OFFICE
RFP-2017-18-001-HELICOPTER

ATTACHMENT C: CONTRACT REQUIREMENTS

The Manatee Sheriff's Office ("MCSO") intends to negotiate and enter into a contract with a vendor for the design, manufacture, and delivery of a six to eight passenger light / medium helicopter, along with the installation of equipment options, training and operations/maintenance support services, in accordance with the Technical Requirements Specification.

4.1 Instructions

- 4.1.1 The following contractual terms are requested. If *Contractor* will comply with all terms, the only proposal response that is required is a statement to that effect.
- 4.1.2 Proposers may choose to propose modifications or exceptions to these terms or propose additional terms. *MCSO* may or may not elect to negotiate any exceptions taken, and Proposer understands that *MCSO* may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make Proposer's proposal to the RFP solicitation unresponsive.
- 4.1.3 Any Agreement or Contract resulting from the acceptance of a Proposal will be on forms approved by *MCSO* and will contain, as a minimum, applicable provisions of the RFP, unless provisions are specifically waived by *MCSO* in the negotiation process.
- 4.1.4 The Written Agreement(s) between the successful *Contractor* and *MCSO* will include language to the effect that neither the Agreement(s), nor any portion thereof, nor any other facet of the relationship between the parties will create or be deemed to create a partnership, joint venture, joint enterprise, or any other agency relationship, or employer/employee leasing relationship, and further, will reflect *MCSO's* intent that the legal relationship with the selected Vendor will be that of an independent *Contractor*.
- 4.1.5 *MCSO* will attach to the contract the *Contractor's* responses to the detailed technical specifications and requirements and other information provided in the proposal. For this reason, *Contractors* are expected to provide responses that are accurate.

4.2 Definitions

- 4.2.1 Contract: The contract between *MCSO* and the selected *Contractor* ("*Contractor*"), superseding any other verbal or written agreements, will consist of the following component documents, listed in order of precedence:
 - 4.2.1.1 This Solicitation and any amendments thereto;
 - 4.2.1.2 RFP Exhibit 1, the Technical Requirements Specification and any amendments thereto;
 - 4.2.1.3 The *Contractor's* proposal submitted in response to the RFP
 - 4.2.1.4 A document containing any additional terms negotiated before contract signing; and a signature page. *MCSO* reserves the right to clarify any contractual relationship in writing with the *Contractor*, and such written clarification will govern in case of conflict with the applicable requirements stated in the request for proposal and the contractor's responsive proposal. In all other matters not affected by the written clarification, if any, the Request for Proposals, its attached Exhibits, and all amendments thereto will govern.

The *Contractor* is cautioned that his proposal will be subject to acceptance without further clarification. To the extent that a provision of the contract is contrary to the Constitution or laws of Florida, or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.

- 4.2.2 "*MCSO*" in this contract means the Manatee County Sheriff's Office who is acting as a primary party to this agreement.
- 4.2.3 "*Proposer*" in this contract means a qualified respondent who submits a proposal in response to the RFP.
- 4.2.4 "*Contractor*" in this contract means the selected prime contractor whose name and principal address appear on the proposal and signature page.
- 4.2.5 "*Helicopter*" means the totality of the prescribed mission-ready aircraft fully configured with avionics and all equipment necessary for operation and storage.
- 4.2.6 "*Services*" means the professional and technical work provided by the *Contractor* to affect the design, manufacture and delivery of the Helicopter, as well as training and maintenance support.
- 4.2.7 "*Project*" means the organized tasks and activities that will be planned, managed and performed by the *Contractor* to effect the design and configuration, manufacture and completion and delivery of the *Helicopter* and the delivery of the related *Services*.

4.3 Contract Period

This contract is effective immediately upon signing by both *Contractor* and *MCSO*, and will terminate on the *Project* ending date, except as extended by amendment, warranty, maintenance contract, or unless terminated earlier. The preliminary project schedule included in Section 3 of the Proposal Management Volume will be updated and finalized by mutual agreement after Contract Award.

4.4 Amendments and Change Orders

The contract may be amended at any time by mutual consent of the parties. Any amendment or change order must be in writing and signed by authorized representatives of both *Contractor* and *MCSO*. Amendments may involve a contract extension or an expansion or contraction of scope, resulting in an increase or reduction in contract price. *Contractor* and the *MCSO* will specify in writing the name(s) of the person(s) authorized to sign contract amendments and change orders:

4.5 Errors and Omissions

The *Contractor* will not be allowed to take advantage of any errors and/or omissions in these specifications or in the *Contractor's* proposal. Full disclosure will be made and full instructions will always be given when such errors or omissions are discovered.

Should any *Proposer* find discrepancies in, or omissions from, the RFP documents or be in doubt of their meaning, the *Proposer* should request at once, in writing, an interpretation from the *MCSO Bid Coordinator*. Any necessary interpretations will be issued to all *Proposers* in the form of an addendum to the specifications, and such addenda will become part of the RFP documents.

4.6 Complete System

Notwithstanding the details presented in the RFP, Proposal, and Contract, it is the responsibility of the *Contractor* to verify the completeness of the *Helicopter* configuration and suitability of devices, hardware, software and electronics needed to meet the intent of the specifications for the MCSO law enforcement mission. Any additional device, hardware, software or electronics required (even after installation or even if not specifically mentioned herein), which is reasonably necessary for the *Helicopter* to be airworthy and mission-ready as intended, will be provided by the *Contractor* without claim for additional payment. It is therefore, incumbent upon *Proposers* to ensure that an air worthy *Helicopter*, fully-equipped for MCSO's law enforcement mission, is detailed in their proposal.

4.7 Variations in Quantities and Configurations

MCSO reserves the right to modify configuration requirements at any time during the period in which the agreement and subsequent maintenance agreement are in force. *Contractor* agrees to sell MCSO additional items that were included in the proposal at the price included therein during the term of the contract and subsequent maintenance agreement. If revised lower pricing is available then MCSO reserves the right to purchase at the lower price.

4.8 Personnel

Contractor's personnel essential to the continuity and successful and timely completion of the *Project* will be available for the duration of the *Project* unless substitutions are approved in writing by MCSO. The *Contractor's* Project Manager and MCSO Project Managers will be responsible for communications between the parties regarding the subject matter of this Agreement.

MCSO will perform background checks and pre-screening of *Project* personnel to the extent MCSO deems it necessary to protect their interests and duties owed to their employees, agents and the public at large. MCSO will summarily deny access to any individual who fails to pass the agency background check and will request the individual's replacement by the *Contractor*.

At their sole discretion, MCSO reserves the right to request the removal and replacement of any individual assigned by Contractor to the *Project*, and the *Contractor* will use its reasonable efforts to substitute such individual with a qualified replacement subject to MCSO's review and approval.

The *Contractor* will not reassign or replace its personnel without written forty-five (45) day notice to MCSO, except for extenuating circumstances. Should personnel replacement occur, the *Contractor* will provide up to eighty (80) hours of non-chargeable time to MCSO to acquaint new personnel with the *Project*. The *Contractor* will provide sufficient personnel to complete its obligations.

The *Contractor* represents and warrants that its personnel will have sufficient skill, knowledge, and training to perform the Services. While on MCSO premises, *Contractor's* personnel will comply with the agency's written site rules and regulations. MCSO may also ask the *Contractor* to remove an individual performing Services if, in MCSO's opinion, the person does not have the ability to perform the task assigned or is not compatible with MCSO personnel. Any person removed from MCSO premises under this paragraph will be replaced by the *Contractor* as soon as practicable with an individual acceptable to MCSO.

4.9 Insurance

4.9.1 General

Insurance Requirements of *Contractor* for the *Project* must be continually maintained throughout the *Contractor's* performance of the *Project* and subsequent support activities. All limits of insurance will be underwritten by an insurer acceptable to the *MCSO*. *MCSO* will be listed as an additional insured party and the insurer will be required to give *MCSO* thirty (30) days advance written notice if the insurance policy will not be renewed. All required insurance policies will preclude any underwriter's rights of recovery or subrogation against *MCSO*, with the express intention of the parties being that the required insurance coverages protect all parties as the primary coverages for any and all losses covered by the described insurance within this section. *Contractor* will ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they will have no recourse against *MCSO* for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which *MCSO* is named as an additional insured will not apply to *MCSO*.

The *Contractor* will not commence performance of duties under this Contract until the *Contractor* has obtained all insurance coverages required under this paragraph and all certificates of insurance have been approved by the *MCSO*, nor will the *Contractor* allow any Subcontractor to commence performance of duties under any contract with the *MCSO* until all similar such insurance coverages and certificates of insurance required of the Subcontractor have been obtained and approved. Required insurance coverages to be maintained by the *Contractor* are as follows:

4.9.2 Professional Liability

Throughout the period covered by this Agreement, the *Contractor* will carry Professional Liability insurance and will maintain said insurance in amounts not less than those outlined below. Notwithstanding the deductible amount, the *Contractor* remains liable to *MCSO* for any damages in accordance with this Agreement or for a failure to exercise reasonable care and skill. The *Contractor* will deliver the Certificate of Insurance within ten (10) days of the execution of this Agreement, demonstrating that the required coverage is bound by an Insurance Company of B+ or highest rating approved by the Insurance Commission to do business in the State of Florida.

| Errors and Omissions | Coverage Required | Maximum Deductible per Claim |
|----------------------|-------------------|------------------------------|
| Up to \$500,000 | \$500,000 | \$25,000 |

4.9.3 Comprehensive General Liability

Throughout the period covered by this Agreement, the *Contractor* will carry Comprehensive General Liability insurance to cover liability, bodily injury and property damage including automobile. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverages must be written on an occurrence basis, with the following limits of liability unless otherwise specified or determined applicable.

| | | |
|----------------------------|-------------|------------------|
| Bodily Injury: | | Property Damage: |
| Each Occurrence | \$1,000,000 | \$1,000,000 |
| Annual Aggregate | \$1,000,000 | \$1,000,000 |
| Personal Injury Aggregate: | | \$1,000,000 |

4.9.4 Workers' Compensation

Throughout the period covered by this Agreement, the *Contractor* shall obtain and maintain continuously required Workers' Compensation Insurance to cover the full liability for compensation for injury of *Contractor's* employees with an insurance carrier authorized to transact business in the State of Florida. *Contractor* hereby certifies that *Contractor* is aware of the provisions of Chapter 440 of the Florida Statutes which require every employer to insure against liability for workers', and *Contractor* shall comply with such provisions before commencing the performance of the work or services prescribed in this Agreement.

| | |
|-----------------------|--------------------------|
| Workers' Compensation | Statutory |
| Employer's Liability | \$500,000 per Occurrence |

The *Contractor* agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

4.10 Indemnifications

4.10.1 The *Contractor* will indemnify and hold harmless *MCSO*, its officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals, and all Court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including those promised upon negligent, reckless, or willful or intentional acts or omissions of the *Contractor* and any person or organization directly or indirectly employed by the *Contractor* to perform or furnish any work or anyone for whose acts any of them may be liable), arising from, relative to, or caused by the performance of the *Project*. Such indemnification will specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from: (a) any act, omission or default of the *Contractor* or its employees or agents, (including negligent, reckless, willful or intentional acts or omissions); (b) any and all bodily injuries, sickness, disease or death; (c) injury to or destruction of tangible property, including the loss of use resulting therefrom; (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the *Project*; (e) and the violation of any federal, state, or *MCSO* laws, by-laws, ordinances or regulations by the *Contractor* or employees.

4.10.2 In the event of any such claim or suit action for damages, falling within indemnities furnished in 4.10.1, *MCSO* will supply written notice to *Contractor* of such claim. In the event the *Contractor* chooses not to pay the claim and the claim is adjudged as falling within the scope of this indemnity, then the *Contractor* will promptly reimburse *MCSO* for same, together with interest from the date *MCSO* may have otherwise paid the claim. *Contractor* agrees, at *Contractor's* expense after receipt of written notice from *MCSO*, to defend any action against *MCSO* that falls within the scope of this indemnity, or *MCSO*,

at their option, may elect to secure their own attorney to defend any such action and the reasonable cost and expenses of such attorney incurred in defending such action will be payable by *Contractor*. If *Contractor*, after receipt of written notice from *MCSO*, fails to make any payment due to *MCSO*, *Contractor* will pay any reasonable attorney's fees or costs incurred by *MCSO* in securing any such payment from the *Contractor*.

4.10.3 Nothing contained in this document is intended nor shall it be construed to waive *MCSO* rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time. This obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist in favor of *MCSO*.

4.11 Security

Each Proposal will be accompanied by a proposal security made payable to *MCSO* pledging that the *Contractor* will enter into a contract with *MCSO* on the terms stated in *Contractor's* Proposal and will furnish bonds as described within this section of these specifications covering the faithful performance of the Contract and the payment of all obligations arising as a result. Should the *Contractor* refuse to enter into such contract or fail to furnish such bonds, when required, the amount of the proposal security will be forfeited to *MCSO* as liquidated damages, not as a penalty.

The amount of the proposal security will be one percent (1%) of the maximum amount proposed. Security will be a certified check, cashier's check, treasurer's check, bank draft, or proposal bond issued by a surety company licensed to conduct business in the State of Florida. Bonds will be written on the surety company's standard form, and the Attorney-In-Fact who executes the bond on behalf of the surety company will affix to the bond a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

MCSO will have the right to retain the proposal security of *Contractor* to whom an award is being considered until: (a) the Contract has been executed and Performance and Payment bonds have been furnished covering the faithful performance of the Contract and the payment of all obligations arising thereunder, or (b) the specified time has elapsed so that Proposals may be withdrawn; or (c) all proposals have been rejected.

4.12 Performance and Payment Bond

4.12.1 Helicopter Manufacture, Configuration, Delivery and Acceptance

Contractor will furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the contract amount, and will furnish proof acceptable to *MCSO* within ten (10) days from the issuance of the notice of the award. The *Contractor* will furnish separate surety bonds as a security for faithful performance of the contract and for the payment of all persons performing labor on the *Project* under the contract and furnishing materials in connection with the contract. The sureties on such bonds will be authorized surety companies satisfactory to *MCSO*. Any expenses related to the bonds will be paid by the *Contractor*. To be acceptable to *MCSO* as a Surety for Performance and Payment Bonds, a surety company will comply with the following provisions:

A. The surety company must be located in Manatee County and licensed to transact surety business in Florida.

B. The surety company will have been in business and have a record of successful continuous operation for at least five years.

C. The surety company will have at least the following minimum:

| <i>Policy Holder's Contract Amount</i> | <i>Best Rating</i> | <i>Financial Ratings</i> |
|--|--------------------|--------------------------|
| 0 to 100,000 | B | Class VII |
| 100,000 to 500,000 | A | Class VIII |
| 500,000 to 750,000 | A | Class IX |
| 750,000 to 1,000,000 | A | Class X |
| 1,000,000 to 2,250,000 | A | Class XI |
| 1,250,000 to 1,500,000 | A | Class XII |
| 2,000,000 to 2,500,000 | A | Class XIII |
| 2,500,000 or more | A | Class XIV |

4.12.2 Maintenance and Operations Support

Under any contract for Maintenance and Support Services after acceptance of the *Helicopter*, *Contractor* will furnish an annual renewable Performance and Payment Bond in an amount equal to one hundred percent (100%) of the annual cost of the Maintenance and Support Contract, and will furnish proof acceptable to *MCSO* within ten (10) days from the issuance of the notice of the award. The *Contractor* will furnish separate surety bonds as a security for faithful performance of the contract and for the payment of all persons performing labor on the *Project* under the contract and furnishing equipment and materials in connection with the contract. The sureties on such bonds will be authorized surety companies satisfactory to *MCSO*. Any expenses related to the bonds will be paid by the *Contractor*.

4.13 New/Uniform Hardware

When proposed hardware or equipment is intended to be purchased by the *Contractor*, *MCSO* will accept only new equipment. Used and/or re-manufactured equipment will not be accepted.

MCSO reserves the right to purchase hardware / equipment independently from any source. Proposals must provide detailed specifications to allow *MCSO* to purchase hardware that meets *Helicopter* manufacturer requirements for installation in the proposed model.

4.14 Documentation

Contractor will provide an up-to-date industry standard *Helicopter* and user documentation for each installed component before user training and acceptance testing commences. *Contractor* will furnish to *MCSO*, prior to the final testing or the acceptance of the components, whichever is earlier, complete instruction and reference manuals for the as-delivered *Helicopter*. Such manuals must describe all system configurations implemented specifically to support *MCSO* law enforcement missions, as well as the latest revisions to components and related software and any changes that have occurred during the installation and testing. Documentation will be provided using both paper and electronic media. *Contractor* will grant *MCSO* the unlimited perpetual right to reproduce and distribute documentation to all users of the *Helicopter*.

4.15 Transportation and Installation

4.15.1 Initial Shipping

All shipments, rigging, and drayage will be made at the *Contractor's* expense, F.O.B. Destination. The *Contractor* will make all arrangements for transportation.

4.15.2 Equipment Return Replacement

The *Contractor* will bear the costs of transportation, rigging, and drayage whenever defective equipment is shipped for mechanical replacement purposes for equipment purchased by or through the *Contractor*, unless the replacement was necessitated by damage caused by *MCSO*. This applies until the warranty expiration or until system acceptance, whichever occurs first for equipment/hardware purchased by or through the *Contractor*.

4.15.3 Installation

The *Contractor* will furnish labor as may be necessary to configure *Helicopter* with the hardware and equipment pursuant to this contract.

4.15.4 Risk of Loss or Damage to Equipment

MCSO will be relieved from all risks of loss or damage to the equipment purchased by or through the *Contractor* prior to final system acceptance.

4.16 Subcontractors

Contractor warrants that all subcontractors identified in their Proposal will participate in this *Project* as proposed, and that they will conform to the requirements of this Contract including insurance requirements in 4.9. *Contractor* will be responsible for carrying out its obligation and responsibilities pursuant to this Contract and all related agreements, and ensuring that the obligation and responsibilities of its subcontractors are also carried out in accordance with the requirements of this Contract. *Contractor* will be the only entity to receive payment for same from *MCSO*. Nothing contained in this Contract will create any obligation on the part of *MCSO* to pay, or to see to the payment of any moneys owed to any subcontractor, agent, employee, laborer, or material man of *Contractor*. All subcontractors must be approved by *MCSO*. No contract will be made by the *Contractor* with any party for furnishing any of the products or services herein contained without the prior written approval of the Purchasing Agent; but this provision will not require the approval of contracts of employment between the *Contractor* and personnel assigned for services or for parties named in the proposal and agreed to under any resulting agreement.

4.17 Non-Assignment of Contractor Successors

The *Contractor* will not assign or transfer the Contract or its rights, title or interest therein without *MCSO's* prior written approval. The obligations undertaken by *Contractor* pursuant to the Contract will not be delegated or assigned to any other person or firm unless *MCSO* will first consent in writing to the assignment. No assignment, transfer, or delegation will relieve *Contractor* of its liability or obligations with respect to this contract. *MCSO* is relying upon the apparent qualifications and expertise of *Contractor*, and such *Contractor's* familiarity with *MCSO's* site, circumstances, and desires. In the event *MCSO* is not for any reason or no reason

at all, satisfied with such substitute, *Contractor* will be considered in breach of this Contract. Violation of the terms of this Paragraph will constitute a breach of Contract by *Contractor* and *MCSO* may, at its discretion, cancel the Contract and all rights, title and interest of *Contractor* will thereupon cease and terminate. The rights and obligations of *Contractor* in connection with this *Project* will be binding upon its heirs, and successors, except that *MCSO* reserve the right to terminate this Contract if *Contractor*, in whole or significant part, is acquired by another entity during the term of this Contract.

4.18 Confidential Information

Confidential Information is defined as information which is confidential, proprietary, and/or trade secrets when presented in printed, written, graphic or photographic or other intangible form, and is exempt from public disclosure pursuant to Chapter 119.07 Florida Statutes and otherwise by law. If the information is deemed to be public record by operation of law, it will not be deemed Confidential Information for purposes of this Agreement. The *Contractor* is free to mark materials as confidential or proprietary, however Chapter 119.07 Florida Statutes will control with regard to whether any material so marked is deemed "Confidential Information" for purposes of protection or disclosure.

The *Contractor* along with *MCSO* will use reasonable care to protect the Confidential Information of the other. Reasonable care is defined as each party using the same methods that it uses to protect its own Confidential Information, subject to terms such as confidentiality as prescribed by the *Contractor* and applicable Florida law. Access to Confidential Information will be restricted to the *Contractor* personnel and authorized third parties engaged in a use permitted under this Agreement. The *Contractor* and *MCSO* may provide access to Confidential Information to authorized third parties which: (1) need to access the Confidential Information to provide Services to *MCSO* on behalf of *Contractor*; and (2) have also agreed in writing to the terms contained in this Agreement. The *Contractor* acknowledges that this Agreement and the terms and conditions hereof will become a matter of public record and are not subject to any confidentiality provision herein.

4.19 Applicable Regulations

The *Contractor* and all hardware and equipment provided by *Contractor* will comply with all applicable federal, state and local building, fire, safety and electric codes and all relevant industry standards. *Contractor* and any of its employees, agents, subcontractors, laborers, or material providers, during its work, construction, and component installation will meet or exceed current standards of the following:

1. Federal Communication Commission (FCC);
2. Electronic Industries Association (EIA);
3. Institute of Electrical and Electronic Engineers, Inc. (IEEE);
4. The Environmental Protection Agency (EPA);
5. *Contractor* Work Hours and Safety Standards Act;
6. Equal Opportunity Act
7. American National Standards Institute (ANSI)
8. Federal Aviation Authority (FAA)
9. Occupational Safety and Health Administration (OSHA);

10. Building Officials and Code Administrators (BOCA).

The *Contractor* will not be reimbursed for any additional costs which the *Contractor* incurs as a result of laws enacted after the effective date of this Contract, nor be entitled to an extension of the Scheduled Date of Final Completion as a result of laws, except as set forth in this Section.

The *Contractor* will be reimbursed, in addition to the Contract Sum, for additional costs incurred by the *Contractor* in the performance of the Contract resulting from the following:

- i. Manatee County ordinances or laws passed by the Board of County Commissioners or by the State Legislature after the effective date of this Contract;
- ii. New federal laws, regulations or rules enacted after the effective date of the Contract, which require a significant engineering change in the *Helicopter* to comply with the new provisions.

In order to obtain reimbursement from MCSO under this Section, the *Contractor* will submit a claim to MCSO with documentation that MCSO may reasonably require for review and approval. A claim may also include a request for an equitable adjustment in the *Project Schedule*. Upon approval by MCSO, the claim will become a Change Order or a formal written amendment to the Contract. If not approved, the claim will be placed on the Disputed Work List.

4.20 Equal Opportunity Employer

The *Contractor* and all subcontractors agree that, during the term of this agreement, they will not engage in any employment practices which have the effect of discriminating against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, or disability; further, *Contractor* will take affirmative steps to ensure that applicants are treated and employees are treated during employment without regard to their race, color, religion, national origin, sex, age or disability.

4.21 Purchase Order/Payment

A purchase order(s) will be generated by MCSO to the *Contractor*. The purchase order number must appear on all itemized invoices.

Invoices will be mailed directly to MCSO *Accounts Payable* and will show: (A.) name and address of *Contractor*, (B.) name and address of receiving department and/or delivery location, (C.) MCSO Purchase order number, and (D.) descriptive information as to the service and/or items delivered, including serial number, quantity, number of containers, etc. Payment will be made in accordance with Florida Statute 112, refer to section 7.20.

4.22 Payment Terms

Upon approval of an Invoice for payment by the MCSO *Project Manager*, MCSO shall pay to the *Contractor* based upon fixed contract prices associated with deliverable milestones, in accordance with the following Payment Schedule:

| Contract Milestone | | Compensation |
|--------------------|---|-----------------------------|
| 1 | <u>Fully Executed Contract</u> Milestone Acceptance requires MCSO and Contractor signatures certifying contract agreement. | [5% of the contract price] |
| 2 | <u>Delivery of Green Helicopter to Completion Center</u> | [20% of the contract price] |

| | | |
|---|--|-----------------------------|
| | Milestone Acceptance requires <i>MCSO</i> sign-off certifying satisfactory completion of manufacture of <i>Helicopter</i> in accordance with the Proposal and RFP to include Technical Specifications Requirements and delivery to the Completion Center for installation and configuration of hardware and equipment in accordance with the same. | |
| 3 | <u>Final Acceptance of <i>Helicopter</i></u> Milestone Acceptance requires: (1) completion of all requirements of the contract (2) inspection of <i>Helicopter</i> by <i>MCSO</i> personnel (3) resolution of all outstanding deficiencies; and (4) <i>MCSO</i> sign-off certifying final acceptance of the <i>Helicopter</i> . | [75% of the contract price] |

- 1) The total compensation under this Agreement shall not exceed \$ _____ (the total compensation amount will be incorporated upon completion of successful negotiations with the selected Contractor).
- 2) Payment shall be made upon delivery and Acceptance of the Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the *Contractor's* designated mailing address.
- 3) *MCSO* shall verify that all compensation for expenditures is consistent with this Agreement. Payment of invoices received shall be tendered to the contractor within forty-five (45) days of the date of written certification of Acceptance of the Deliverable.
- 4) Sales and use tax will not be collected from *MCSO*, which is tax-exempt.
- 5) Invoices must be submitted to Accounts Payable. Each submitted invoice will be forwarded to the *MCSO* Project Executive for approval prior to payment. Approval by the *MCSO* Project Executive shall indicate satisfactory receipt of services. Services will be charged in accordance with the payment plan and related deliverables.
- 6) *MCSO* agrees to pay all uncontested amounts due under this Agreement within forty-five (45) days after receipt and approval of the invoice.

4.23 Termination

4.23.1 Termination for Cause by *MCSO*

Any waiver by *MCSO* of any breach of any one or more of the terms of the agreement will not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of *MCSO* to require exact, full and complete compliance with any terms of this agreement will not be construed as in any manner changing the terms hereof, or stopping *MCSO* from enforcement hereof.

The contract may be canceled or annulled by *MCSO* in whole or in part by written notice of default to the *Contractor* upon nonperformance or violation of contract terms. An award may be made to the next best responsive and responsible *Contractor*, or services specified may be purchased on the open market similar to those so terminated. Failure of the *Contractor* to deliver services within the time stipulated in the specification, unless extended in writing by *MCSO*, will constitute contract default. *Contractors* who default on

contracts may be removed from the *Contractor* mailing lists for future contracts at the discretion of *MCSO*.

If the *Contractor* defaults, *MCSO* may give notice in writing to the *Contractor* and its surety of default, specifying the default. The following will constitute default:

- 4.23.1.1 Failing to perform the professional services required under the Contract and within the time required;
- 4.23.1.2 Failing to begin the *Project* under this Contract within the time specified;
- 4.23.1.3 Failing to perform the Work with sufficient workers and equipment or with sufficient materials to ensure completion of the *Project* within the specified time;
- 4.23.1.4 Failing to perform the Work using the persons and entities identified and set forth, and to the degree specified in the Contract Documents, subject to substitutions approved by *MCSO* in accordance with the Contract Documents;
- 4.23.1.5 Failing to apply adequate quality control measures to ensure that the deliverable system, documentation and services are substantially error free and of sufficient quality that any necessary re-work or remediation does not impact the completion of the *Project* within the specified time;
- 4.23.1.6 Discontinuing the prosecution of the Work, for reasons other than issuance of a stop work order or other reasons allowed under the Contract.
- 4.23.1.7 Disregarding laws or regulations of any public entity having jurisdiction.
- 4.23.1.8 Violating in any way any provisions of the Contract Documents.

If, after notice of termination of the Contract it is determined for any reason that the *Contractor* was not in default under the provisions of this Contract, or that the delay was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the “*Termination of the Contract For Convenience*” clause, below.

4.23.2 Termination for Convenience by *MCSO*

Upon thirty (30) Calendar Days written notice to *Contractor*, *MCSO* may, without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever *it is* determined that such termination is in the best interests of the *MCSO*.

Upon receipt of the notice of termination for convenience, *Contractor* will promptly discontinue all work at the time and to the extent indicated on the notice of termination, and will cancel purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders.

The *Contractor* will be entitled to recover from *MCSO* the costs of all labor performed up to and including the effective date of the termination, profit on all labor performed up to and including the effective date of termination, and the cost of all materials and supplies which have been purchased. *Contractor* will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

4.23.3 Termination by Contractor

If *MCSO* approves *Contractor's* invoice for payment, and does not pay same within forty-five (45) Calendar Days of approval, *Contractor* may suspend performance of the contract upon ten (10) Calendar Days prior written notice (such suspension not being available prior to forty-five (45) Calendar Days after *MCSO* approval of the *Contractor's* invoice for payment). If *MCSO* then fails to make payment for a period of ninety (90) Calendar Days through no fault of *Contractor* or if *MCSO* fails to make payment on any recommendation for payment for a period of ninety (90) Calendar Days, *Contractor* may, upon seven (7) additional Calendar Days written notice to *MCSO*, terminate the Contract and recover from *MCSO* payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, prorated to the date of termination. No other recovery will be permitted.

4.23.4 Mutual Termination

This Agreement may also be terminated by mutual agreement at any time and under any terms.

4.24 Dispute Resolution

- 4.24.1 *MCSO* reserves the right to clarify any contractual relationship in writing with the *Contractor*, and such written clarification will govern in case of conflict with the applicable requirements stated in the request for proposal or the *Contractor's* responsive proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal and all amendments thereto will govern. The *Contractor* is cautioned that his proposal will be subject to acceptance without further clarification.
- 4.24.2 In the event that any dispute between the *MCSO* and the *Contractor* has not been resolved in relation to issues arising under this Contract, a request for resolution will be submitted by the *Contractor* to *MCSO* for determination. Request for such determination will be made in writing. The decision by *MCSO* will be rendered in writing no more thirty (30) days after receipt of a fully documented (to the extent that such documents are within the control of the *Contractor*) request for a determination. The decision will be conclusive, final, and binding on all parties, unless the *Contractor* will seek a judicial determination in accordance with the provisions set forth below.
- 4.24.3 No later than thirty (30) days after the *Contractor's* receipt of a determination by *MCSO*, the *Contractor* will respond to *MCSO* in writing, either accepting the determination or stating the *Contractor's* factual or legal objection to the determination. If the *Contractor's* response is an objection, *MCSO* will respond in writing to the objection within (30) days after receipt of it. No further response by either party will be required. Thereafter, the *Contractor* may seek a judicial determination of the dispute. In the event that the *Contractor* intends to seek judicial determination of a matter decided by *MCSO*, the *Contractor* will notify *MCSO* of its intent to do so within thirty (30) days for a final decision by *MCSO*.
- 4.24.4 If required by *MCSO*, the *Contractor* will continue to perform the Work required under the Contract during this resolution period, including any judicial resolution. The *Contractor* will comply with a written determination by *MCSO* while a final resolution of the dispute is pending; to include any related judicial resolution. If the *Contractor* complies with the written determination from *MCSO*, *MCSO* will continue to perform under the Contract and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision will not

apply in the event that the *Contractor* fails to submit a dispute to *MCSO* as required by this Section. The continued performance of the Contract by either party will not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under the Contract or at Law.

4.25 No Waiver of Legal Rights

- 4.25.1 No approval required to be given by *MCSO* under the Contract will operate to relieve the *Contractor* from any of its responsibilities under the Contract or to be deemed as an approval by *MCSO* for any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Contract, unless the failure or deviation has been specifically approved by a Change Order to the Contract.
- 4.25.2 Unless *MCSO* has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, *MCSO* will not be precluded or stopped by any approval, review, measurement, estimate or certificate made either before or after the completion and acceptance of the Work and payment for it, from showing the true amount and character of the Work performed and goods and materials furnished by the *Contractor* or from showing that any measurement, estimate or certificate is untrue or incorrectly made, or that the Work or goods and materials do not conform in fact to the Contract. Unless *MCSO* has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, *MCSO* will not be precluded or stopped, notwithstanding any approval, review, measurement, estimate or certificate and payment in accordance with it, from recovering from the *Contractor* and its sureties damages they may sustain by reason of its failure to comply with the terms of the Contract. Except as provided, neither the acceptance by *MCSO* or any representative of *MCSO* nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by *MCSO*, will operate as a waiver of any portion of the Contract, or of any power reserved or any right to damages provided to *MCSO*. A waiver of any breach of the Contract will not be held to be a waiver of any other breach whether prior to or subsequent to it. A delay by *MCSO* in declaring that a breach has occurred or otherwise asserting its rights under this Contract will not constitute a waiver of the breach or limit any of the rights of the *MCSO* under this Contract.
- 4.25.3 No remedy under the terms of this Contract in favor of *MCSO* is intended to be exclusive of any other remedy, but each and every remedy will be cumulative and will be in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any *MCSO* right or *MCSO* power accruing upon any event of default will impair any *MCSO* right or *MCSO* power nor will it be construed to be a waiver of any event or default or acquiescence in it, and every *MCSO* right and *MCSO* power may be exercised from time to time as often as may be deemed expedient.

4.26 Liquidated Damages

4.26.1 Schedule Delays

The parties acknowledge and agree that the damages sustained by *MCSO* due to an unapproved delay in performance by *Contractor* are difficult to ascertain. As such, it is mutually agreed that should *Contractor* fail to timely complete and deliver *Helicopter* all in accordance with the established *Project* schedule *MCSO* will be entitled to liquidated

damages in the form of contract price reductions as follows: \$500/day for each day delay after the applicable milestone date.

4.26.2 Failure to Provide Internal Quality Controls

MCSO will require liquidated damages for failure of the *Contractor* to exercise adequate internal quality controls to ensure that the *Helicopter*, documentation and services are substantially free of defect and of sufficient quality for review and acceptance within the specified time. In the event that the *Helicopter* requires significant re-work or remediation which necessitates additional MCSO staff time and travel to perform unplanned review, MCSO will be entitled to recover the documented costs of the additional staff time and travel required to bring the *Helicopter* up to the level of acceptance. Such recovery shall be in addition to any liquidated damages associated with schedule delays.

4.26.3 Failure to Meet Guaranteed Dates

MCSO will require liquidated damages for failure of the *Contractor* to meet the guaranteed dates established in the Master Project Schedule and/or the timelines specified in the *Contractor's* proposal for delivery of *Helicopter*.

4.26.4 Failure to Meet Warranty/Service Times

MCSO will require liquidated damages for failure of the *Contractor* to respond to and correct any maintenance/warranty problem within the timelines established in the *Contractor's* proposal. Liquidated damages will be at a rate of \$100 per hour or any part thereof for each and every instance in which the *Contractor* is deficient with respect to the established dates/times proposed.

4.26.5 Not a Penalty

The aforesaid specified amount(s) will not be construed as a penalty, but as liquidated damages for any such failure on the part of *Contractor*. In any suit involving assessment or recovery of liquidated damages, the reasonableness of the charge will be conclusively presumed, and the amount assessed will be in addition to every other right or remedy now or hereinafter enforceable at law, in equity, by statute, or under this Contract. Any such charges assessed against *Contractor* may be deducted from moneys due to or to become due to *Contractor*, or may be collected from the surety bond.

4.26.6 Limitation of Liquidated Damages

Liquidated damages assessed prior to acceptance of the *Helicopter* shall not exceed the total amount of the surety bond. Liquidated damages assessed after *Helicopter* acceptance for a failure to meet warranty and service during the then-current maintenance agreement, shall be limited to the total cost of the services of MCSO's staff and /or MCSO's contracted service provider at the shop rate in addition to the cost associated with loss of flight time.

4.27 Perpetual Software License / Source Code

Any software license(s) that may be associated with avionics or equipment for which the manufacturer is responsible will not have a termination date. All software licenses will be perpetual, surviving bankruptcy, sale, merger, or dissolution of any of the entities providing

software to *MCSO*. If applicable, the software will be supported for satisfying FDLE and FBI mandated changes during the life of the contract with the *Contractor*.

4.28 Performance

It is understood that *Contractor* is responsible to warrant *Helicopter* as configured for satisfying the requirements of this RFP, as amended by *Contractor's* proposal. *Contractor* warrants that the *Helicopter* is fit for the particular and intended purposes of *MCSO*, and further will perform in accordance criteria listed or set forth in this contract. If the *Helicopter* is grounded for reasons due to manufacture and / or completion, *Contractor* will, within 10 days of determination of cause, provide at no additional cost to *MCSO* a replacement *Helicopter* to satisfy the performance and availability requirement until *MCSO's Helicopter* is repaired or replaced.

4.29 MCSO Responsibilities

MCSO will make available to *Contractor* a staff member, hereinafter referred to as "*MCSO's Project Manager*," who will have limited authority to act for *MCSO*, to assist with project design, manufacture and completion activities, and have the authority to enforce decisions correspondent with contract compliance.

MCSO will provide, on request, information, data, records, and documents, and make such decisions as may be reasonably required by *Contractor* to perform under this Contract.

MCSO will provide, on request, liaison and coordination with Command Staff and/or units of the *MCSO*.

Support by *MCSO* contractors, common carriers, and government agencies will be provided as may be reasonably required for the efficient completion of the *Helicopter*. These will be coordinated through the *MCSO* Project Manager or designee.

MCSO will provide their best efforts to respond, in writing, within fifteen (15) working days to all designs, specifications, planning documents and updates to all items delivered and designated as final and complete by *Contractor*. Failure of *MCSO* to complete any review and response action within a fixed time frame will not constitute "Deemed Acceptance" of the associated deliverable.

MCSO will endeavor to provide supporting information to aid in solution of any problems discovered during acceptance testing and warranty periods. *MCSO* and *Contractor* understand that the scope and schedule of services to be provided by *Contractor* under this Contract may depend upon the timely fulfillment of *MCSO* responsibilities.

4.30 Applicable Laws Governing Project

4.30.1 The laws of the State of Florida will govern the validity, construction and effect of this Contract. Jurisdiction and venue will be agreed to be in the appropriate courts in the County of Manatee, State of Florida. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party will be entitled to attorney's fees in addition to whatever other relief is granted. To the extent that a provision of the contract is contrary to the State Constitution or laws of Florida, or of the United States, the provision will be void and unenforceable. However, the balance of the contract will remain in force between the parties.

4.30.2 Should any part, term, provision, clause, sentence or section of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining terms provision, clauses, sentences and sections will not be affected

thereby. If, however, the clause determined to be invalid materially affects the performance of the parties, or materially impacts the parties' expectations or positions with respect to the contract, the parties will negotiate in good faith to modify the Contract on some fashion so as to, as near as possible, place the parties in the same position they were in, vis-a-vis their intent, performance expectations, and economic position. If, after such good faith negotiations, no modifications are reached, then either party may terminate the Contract.

- 4.30.3 In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach thereof, or the standard of performance therein required, the prevailing party will be entitled to recover a reasonable attorney's fee from the non-prevailing party, subject to the limits of this paragraph. Where the prevailing party is awarded compensatory damages from the non-prevailing party, the amount of attorney's fees will not exceed the amount of compensatory damages (it being the intent that no attorney's fee will be recoverable by a prevailing party in the absence of an award of compensatory damages). If no compensatory damages are awarded, the prevailing party is entitled to a reasonable attorney's fee for the defense of the non-prevailing party's claim, which will not exceed the amount of the Agreement as adjusted by change orders as are approved by the parties. All claims, counterclaims, disputes and other matters in question between *MCSO* and *Contractor* arising out of, relating to, or pertaining to this Agreement, or the breach thereof, or the services thereof, or the standard of performance therein required, will be determined by litigation in the Circuit Court of the 12th Judicial Circuit in and for Manatee County, Florida, or the Federal District Court of the Middle District of Florida and appropriate appellate courts for such venue and jurisdiction.
- 4.30.4 To any extent that the *Contractor* may be acting as an "agent" and/or contractor on behalf of *MCSO*, the Sheriff expects and the *Contractor* represents that the *Contractor* will fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq., and South Florida Building Code. The Sheriff of Manatee County reserves the right to verify *Contractor's* compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Contract.

4.31 EXHIBIT A. STATEMENT OF WORK (SOW)

4.31.1 Contract Objective

The objective of this Contract is the manufacture and configuration of a *Helicopter* to be used for *MCSO's* law enforcement and emergency missions.

The Scope of the *Helicopter* Contract includes:

- A. Manufacture of a helicopter that will seat Pilot, Co-Pilot and five to six passengers in accordance with the Technical Requirements Specification;
- B. Provision of comprehensive professional services to manage and accomplish all aspects of the timely delivery of the mission ready *Helicopter*, including the design, manufacture, configuration and completion, inspection and testing, and final acceptance.
- C. Provision of associated professional support services including:
 - Training for Pilots

- Training for Mechanics
- Maintenance service support services for the *Helicopter* through the warranty period.

4.31.2 Helicopter Statement of Work

The awarded *Contractor* shall be responsible for the management of all staff assigned to this *Project*, the management and coordination of subcontractors, and the performance of all elements of work as defined in this section, to accomplish the successful design, manufacture and completion of the *Helicopter* on time, within budget and in compliance with the Technical Requirements Specification.

4.31.2.1 Key Staff

Project Manager. The Contractor shall assign a Project Manager who will be responsible for managing and coordinating all aspects of the *Helicopter* project to successfully accomplish delivery of a fully functional operational *Helicopter* that meets or exceeds the MCSO's Technical Specification Requirements. The assigned Project Manager shall be directly responsible for performing and/or managing the following activities:

- a) The Project Manager shall provide timely planning, direction and coordination of all project activities.
- b) The Project Manager shall be responsible for ensuring timely assignment and availability of adequately qualified technical and support staffing to perform all required project activities and shall direct, coordinate and monitor the work, schedule performance, quality and completeness of the Contractor's project team, subcontractors and third party suppliers.
- c) The Project Manager shall provide regular, effective liaison with the MCSO Contracting Officer, Project Manager and stakeholder representatives to coordinate the planning, performance and agency support requirements for all project activities, to provide sufficient advance notice for key inspections to allow for MCSO to make advance travel arrangements, to request pertinent agency information, and to resolve actual or potential problems and issues.
- d) The Project Manager shall prepare, coordinate and finalize a Master Project Plan for accomplishing all elements of the *Project* and the delivery of the *Helicopter* and associated equipment, and shall:
 - Direct and monitor project performance, and ensure that the initiation, performance, completion and products of all task activities are in compliance with the Master Project Plan.
 - Provide for the timely detection and resolution of actual or potential problems and issues that might otherwise delay the completion of the project.
 - Provide informal weekly reporting and formal monthly reporting of project status including schedule updates, accomplishments, delays, staffing and resource issues, planned activities, and requirements for MCSO participative support or facilitation.
- e) The Project Manager shall be responsible for the quality and completeness of all phases of the *Project* and shall monitor quality assurance to ensure that each phase of the *Project* satisfies all specifications, quality and timeliness requirements.

4.31.2.2 Project Planning and Primary Milestones

A. Project Plan

The Contractor shall develop a comprehensive Project Plan for the *Helicopter* project, and shall maintain the project plan through the active phases of the project. The Project Plan shall include the following:

- a) Project Management – A description of the tasks that will be performed to accomplish the work, and a description of the contractor's roles and responsibilities.
- b) Master Project Schedule – A detailed work plan, including task schedules and milestones, beginning no later than 10 days after contract execution.

The Master Project Schedule shall provide guaranteed dates for key points in the timeline of the *Project*, which at a minimum, shall include:

- a) Design Review
- b) Start Date for Manufacture
- c) Inspection
- d) Completion Date for Manufacture and Delivery to Completion Center
- e) Inspection Dates at Completion Center
- f) Configuration and Completion Milestones
- g) Training for Pilots and Mechanics
- h) Inspection, Testing
- i) System Acceptance and Final Sign-off

B. Data Item Deliverables

The project Data Item Deliverable section of the Project Plan shall include schedules and detailed document outlines for project reports, management plans and technical documentation items, as follows:

- a) Project Plan (final)
- b) Monthly Project Status Reports
- c) Technical Specification Requirements
- d) Design Document
- e) Inspection and Acceptance Plan and Procedures
- f) Training Plan
- g) Required Documents and Manuals
- h) Helicopter Maintenance Plan

The Contractor shall implement and manage a quality assurance process to ensure that each phase of the project plan and all documentation satisfies all applicable content, quality and timeliness requirements.

4.31.2.3 Helicopter Design and Manufacture

- A. Specifications: The Contractor shall organize, coordinate and conduct a Technical Specifications Requirements Review (TSRR) of all specified technical requirements with the MCSO Aviation Team and stakeholder representatives to review and confirm a mutual understanding of each individual requirement and all inter-related equipment requirements, and to update or expand the details of any requirements as necessary. This shall be completed within 30 days of contract execution.
- a) The baseline requirements for the system shall be documented in a Master Helicopter Technical Specifications Requirements Matrix (TSRM) that shall be prepared and published within one week after completion of the TSRR.
 - b) The Contractor shall maintain the TSRM throughout the manufacture and completion process, and shall utilize the TSRM as the basis for requirements compliance verification of the Helicopter design and for final inspection, testing and acceptance of the *Helicopter*.
- B. Helicopter Design: The Contractor shall design the Helicopter to provide comprehensive capabilities as defined in the Technical Specification Requirements, and shall apply internal quality control processes to verify that the system design is in conformance with each and every detailed functional and performance requirement of the system.
- a) A detailed Helicopter Design Document (HDD) shall be prepared and delivered for review and approval in accordance with the deliverable schedule established in the Master Project Plan. The HDD shall include:
 - A detailed design description for the Helicopter hardware and equipment and timing information.
 - Identification of all Contractor and third party equipment that will be utilized in the Helicopter, and the design or specification of all necessary modifications.
 - The manufacturer and model for each of the Helicopter components.
 - The Helicopter design for each functional module or capability of the Helicopter including system avionics and all customization.
 - An Interface Control Document (ICD) defining the technical interfacing details and workflows for all equipment interfaces with internal MCSO automated systems and external federal, state and local application systems and data repositories.
 - A detailed technical design for any proposed equipment to meet unique functions or capabilities specific to MCSO.
 - A requirements allocation extension of the Baseline TSRM providing a reference index to the hardware, equipment and components and to the specific section of the HDD that describes the capabilities of the Helicopter.
 - b) After MCSO receives and reviews the initial HDD (Helicopter Design Document), a formal Design Review shall be conducted, at which all aspects of the Helicopter design shall be presented for discussion.
 - 1. A detailed agenda shall be prepared and delivered not less than three weeks prior to the scheduled Design Review.
 - 2. If necessary, a final Design Review agenda shall be produced to incorporate any directed changes and the final agenda and the Design Review shall be delivered

in editable softcopy (e.g., PowerPoint, but not Acrobat) not less than five days prior to the scheduled final Helicopter Design Review presentation.

3. Following the Helicopter Design Review, the Helicopter Design Document shall be updated as required to correct deficiencies and to incorporate directed changes.

C. Manufacture and Completion: The Contractor shall be responsible for all aspects of planning, manufacture control and quality assurance verification of the Helicopter during the Manufacture and Completion stage and shall be directly responsible for performing the following implementation-related activities:

- a) The Contractor shall coordinate with the MCSO project team to plan the design and configuration, obtain agency approvals, procure, receive and install the third party equipment/hardware components.
- b) The Contractor shall perform the installation, configuration, and verification of the third party components.

4.31.2.4 Helicopter Delivery and Installation

A. Helicopter Delivery: Contractor shall be responsible for all aspects of planning, organizing, and installing system components, and for fully coordinating the delivery plans and deliveries with MCSO.

- a) The Contractor shall arrange for, schedule and coordinate shipping of the Helicopter components to the installation location, and shall handle receiving equipment and perform inspections to ensure that equipment received is free of defect and / or damage.
- b) The Contractor shall prepare and deliver a baseline Configuration Management spreadsheet for the system, documenting pertinent descriptive information (model #, serial #), installation location, and configuration details (e.g. access details) as applicable for each system component.

B. Installation: The Contractor shall be responsible for planning and accomplishing installation of the Helicopter hardware components and for providing effective coordination with MCSO.

- a) Contractor shall work cooperatively with MCSO technical staff to plan, prepare for and manage the installation of equipment.
- b) Contractor shall be responsible for connecting the components to all MCSO networks as necessary for Agency communications with the Helicopter. The selected CONTRACTOR shall work cooperatively with MCSO technical staff to plan, implement and test connectivity for all components to achieve the required functionality and performance of the system in the distributed installation environment, and to establish communications with all specified external systems.
- c) Contractor shall be responsible for implementing all communications security provisions on all Helicopter components, as necessary to comply with FBI CJIS, FDLE and MCSO security policies.
- d) At the completion of system installation, the Contractor shall share responsibility with MCSO for performing and successfully completing a comprehensive Operational Readiness (OR) demonstration of the installed Helicopter to ensure that all system components are fully installed, configured and operating properly in preparation for formal acceptance testing and user training.

- e) Contractor shall prepare and deliver an "As-Built" update reflecting the configurations, changes and error corrections in the delivered and accepted operational version of the documented capability:
 - 1) As-Built Helicopter Design Specification, including:
 - Airframe
 - Engine
 - Equipment
 - Helicopter Interface Document, with details of the technical interfaces and interoperability controls for each component installed.
 - Helicopter System Security and Monitoring Configuration and settings and auditing support capabilities.
 - Helicopter Configuration Baseline, with
 - hardware model and serial #, asset #, configuration settings (e.g. IP address)
 - software component license #, configuration settings and installation details
 - 2) As-Built Helicopter Design for workstations and Field Reporting applications.
 - 3) As-Built Helicopter Administration and Operations Procedure Manuals
 - 4) Helicopter maintenance and support documentation, including actual points of contact and procedures for accessing support information and the status of service tickets.
 - 5) Trainer courseware, including lesson plans, presentation materials, manuals user and administration training course.

4.31.2.5 Training

- a) Pilot training shall be provided for three MCSO pilots. Training will include classroom, simulator training, as well as a minimum of 5 hours of flight time in a *Contractor*-provided helicopter of the same model as that proposed. The training will be that which is provided for commercial pilots.
- b) Mechanic training will be provided for one MCSO mechanic. MCSO shall have a two-year window in which the training may be accessed.

4.31.2.6 Helicopter Maintenance Support

- A. *Scope of Maintenance and Support*. Through the warranty period and the life of the Helicopter, the Contractor shall provide comprehensive technical support, operations support and preventive and remedial maintenance support for the Helicopter, engine and vendor supplied equipment. Vendor will carry full responsibility during the warranty period, and will act in a support/resource role for the life of the aircraft. The required elements of this support are:
 - a) Product support, including configuration and Helicopter operations.
 - b) Technical coordination with and support of MCSO staff as needed to configure security and interoperability.

- c) Repair or replacement of defective components and components that can no longer maintain required levels of performance.
 - d) Technical support for Helicopter configuration management.
 - e) Equipment upgrades / restores.
 - f) Periodic reporting of routine activities and problem detection and resolution status.
- B. System Maintenance Plan: Contractor shall prepare, provide and maintain a comprehensive *System Maintenance Plan* describing the plan and procedures for managing and providing system maintenance and operations support included in the Warranty. The *System Maintenance Plan* shall include the following:
- a) Maintenance Organization – A description of the maintenance organization(s) that will be directly responsible for performing the maintenance services for the airframe, engine and all installed equipment / components while under Warranty. The description shall include qualifications of the technician(s) and a description of the technical support organization capabilities and procedures.
 - b) Warranty Period and Warranty Maintenance - A detailed discussion of the warranties provided for the airframe, engine, equipment / components, the maintenance procedures that will be used during the warranty period, and the methods that will be used to secure the full benefits of the warranties.
 - c) Operations Support - A detailed discussion of operations support, including a description of procedures for backup operations and backup QA, procedures for maintaining system equipment, procedures for software updates / upgrades, and other operations support activities that will be provided under the Warranty Agreement. The section shall describe the planned frequency of each of the operations support activities, a description of how the services will be scheduled and coordinated, and proposed Service Level Agreement (SLA) performance levels.
 - d) Preventive Maintenance included with the Warranty - A detailed discussion of preventive maintenance, including a description of periodic service requirements (inspections, cleaning, calibration, etc.), the time required for each type of service, the planned frequency with which preventive maintenance services will be provided, a description of how the services will be scheduled and coordinated, and proposed Service Level Agreement (SLA) performance levels.
 - e) Remedial Maintenance provided with Warranty- A detailed discussion of remedial maintenance procedures, including the problem response approach and sequence of activities, the methods used to ensure that response times are met and Helicopter availability is maintained, a description of repair/replacement procedures and timeframes, a description of procedures for problem tracking, escalation and reporting, and proposed Service Level Agreement (SLA) performance levels.