

ORDINANCE NO. 18-13

AN ORDINANCE OF MANATEE COUNTY, FLORIDA REGARDING PROCUREMENT; AMENDING AND RESTATING CHAPTER 2-26, SECTION 2-26-61 ON PROTESTS; ESTABLISHING THE RIGHT TO PROTEST; PROVIDING THE PROCEDURE AND REQUIREMENTS FOR FILING A PROTEST; PROVIDING AUTHORITY TO THE PROCUREMENT OFFICIAL TO RESOLVE PROTESTS; PROVIDING AN APPELLATE REMEDY AND PROCEDURE FOR PROTEST DECISIONS BY THE PROCUREMENT OFFICIAL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Manatee County Board of County Commissioners (Board) has determined that it is appropriate to amend and revise the protests procedures provided for in Article VI of Chapter 2-26, Section 2-26-61 of the Manatee County Purchasing Code (Code); and

WHEREAS, the Board has determined that it is appropriate to amend and revise the protest procedures in order to address certain legal issues, eliminate certain procedures that are outdated, and bring Manatee County's protest procedures into conformance with the majority of Florida counties; and

WHEREAS, the Board finds these amendments to the protest procedures provided for in Section 2-26-61 of the Code to be in the best interests of the County and the entities with whom the County does business.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

Section 1. Article VI of Chapter 2-26, Section 2-26-61 of the Code is hereby restated as follows:

Section 2-26-61. Protests.

(a) Right to Protest. Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award a contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of this purchasing code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

(b) Protest Procedure and Requirements.

- (1) The protest shall be made in writing and filed with the Procurement Division by 5:00 p.m. on the fifth business day following the date of the posting of the Notice of Intent to Award on the County website. A protest is considered filed upon receipt by the Procurement Division. Failure to file a written protest within the time period specified shall constitute a waiver of the right to protest.
- (2) The written protest shall identify the protesting party and the solicitation involved, including a statement of the grounds on which the protest is based and the applicable statutes, laws, ordinances or other legal authorities which the Protestor deems applicable to the grounds for the protest.
- (3) The Protest shall not include challenges to the solicitation requirements, chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria, or the formula specified for assigning points to the evaluation criteria in its Protest.
- (4) The procurement process shall not be stayed during the protest process unless the Procurement Official, in his or her discretion, deems it to be in the best interests of the County to stay the proceeding.

(c) Authority to Resolve Protests. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract. The Procurement Official shall promptly investigate the protest and issue a written decision within thirty (30) days of the date the protest is received.

(d) Review of a Protest Decision by the Procurement Official.

- (1) Following the Procurement Official's written decision on the protest, Protestor may file a request for a review of the Procurement Official's decision with the County Administrator. The request for review shall be made in writing and filed with the Procurement Division by 5:00 p.m. on the fifth business day following notification of the Procurement Official's decision. The request for review must be accompanied by security in the form of a bond (in a form and with such terms as approved by the Procurement Official or designee) or cash in the amount of \$10,000.

(2) The County Administrator shall issue a written decision within thirty (30) days of the date the request for review is received.

(e) **Final Decision.** The decision of the County Administrator shall be final and conclusive as to the protest.

Section 2. The publisher of this County's Code, the Municipal Code Corporation, is directed to incorporate the amendments in Section 1 into the Code.

Section 3. If any clause, phrase, provision, section or sentence of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 4. This Ordinance shall take effect immediately upon filing with the Department of State.

DULY ADOPTED, with a quorum present and voting, this 6th day of March, 2018.



**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: Brisalle Inar
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Robin D. H. OC
Deputy Clerk

NOTE: The County Atty advised that the text of the advertisement is clear that it is covering all subject matters on both Ordinances 18-13 and 18-21. (see 3/6/18 minutes on Agenda Item 36)

BRADENTON HERALD

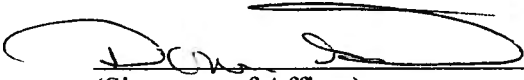
WWW.BRADENTON.COM
P.O. Box 921
Bradenton, FL 34206-0921
1111 3rd Ave. W.
Bradenton, FL 34205-8894
941-746-7355

Bradenton Herald
Published Daily
Bradenton, Manatee County, Florida

STATE OF FLORIDA
COUNTY OF MANATEE

Before the undersigned authority personally appeared Donna Stults, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of **Notice of Public Hearing**, was published in said newspaper in the issue(s) of **02/23/2018**.

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


(Signature of Affiant)

Sworn to and subscribed before me this
26 Day of Feb, 2018



SEAL & Notary Public
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Americans with Disabilities: The Board of County Commissioners does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions including one's access to and participation in public hearings. Anyone requiring reasonable accommodation for this meeting as provided for in the ADA, should contact Kaycee Ellis at 742-5800; TDD ONLY 742-5802 and wait 60 seconds, or FAX 745-3790.

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME PENDING ADJOURNMENTS.

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
Manatee County Financial Management Department
Manatee County, Florida
02/23/2018

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to Section 125.66, Florida Statutes, that the Board of County Commissioners of Manatee County will conduct a Public Hearing on the **6th day of March, 2018, at 9:00am**, or as soon thereafter as same may be heard at the Manatee County Government Administrative Center, 1st Floor Chambers, 1112 Manatee Avenue West, Bradenton, Florida, to consider, act upon, enact or reject the following ordinance:

ORDINANCE NO. 18-13

AN ORDINANCE OF MANATEE COUNTY, FLORIDA REGARDING PROCUREMENT; AMENDING AND RESTATING CHAPTER 2-28, SECTION 2-26-81 ON PROTESTS AND SECTION 2-28-3 ON EXCLUSIONS FROM THIS CHAPTER; ESTABLISHING THE RIGHT TO PROTEST; PROVIDING THE PROCEDURE AND REQUIREMENTS FOR FILING A PROTEST; PROVIDING AUTHORITY TO THE PROCUREMENT OFFICIAL TO RESOLVE PROTESTS; PROVIDING AN APPELLATE REMEDY AND PROCEDURE FOR PROTEST DECISIONS BY THE PROCUREMENT OFFICIAL;

PROVIDING AN EXCLUSION OF CHAPTER 2-28 FOR PROJECTS WITH FUNDING ASSISTANCE IN MANATEE COUNTY'S LOCAL HOUSING ASSISTANCE PLANS AND FIVE YEAR CONSOLIDATED PLAN; AUTHORIZING THE DIRECTOR OF REDEVELOPMENT AND ECONOMIC OPPORTUNITY TO EXERCISE THE AUTHORITY AND FUNCTIONS OF THE PROCUREMENT OFFICIAL FOR SUCH AWARDS;

PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Interested parties may appear and be heard at the meeting with respect to the proposed Ordinance pursuant to Section 286.0105, Florida Statutes. Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at said Public Hearing, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record would include any testimony or evidence upon which the appeal is to be based.

The proposed Ordinance is available for public inspection at the Manatee County Financial Management Department, Procurement Division, 1112 Manatee Avenue West, 8th Floor, Bradenton, FL 34205, during regular business hours. A reasonable charge may be made for the provision of copies.



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

March 8, 2018

Honorable Angelina Coloneso
Clerk of the Circuit Court
Manatee County
Post Office Box 25400
Bradenton, Florida 34206

Attention: Robin Toth

Dear Ms. Coloneso:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of **Manatee County Ordinance 18-13, which was filed in this office on March 8, 2018.**

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

From: ords@municode.com
To: tammy.larsen@mymanatee.org; [Robin Toth](#)
Subject: Manatee County, FL Code of Ordinances - 1981 (10428) Supplement 104
Date: Friday, March 09, 2018 11:50:25 AM
Attachments: [ATT00001.bin](#)
[ATT00002.bin](#)

****THIS IS AN AUTOMATICALLY GENERATED EMAIL****

Below, you will find the material that we have received/recorded to your account. This material is being considered for inclusion in your next/current update, Supplement 104

Document	Adopted Date	Recorded	Recorded Format
Ordinance No. 18-13	3/6/2018	3/9/2018	Word
Ordinance No. 18-21	3/6/2018	3/9/2018	Word



Update the internet version of your Code more often than a printed supplement. We can update the Internet quarterly, monthly, even weekly.



We can post newly enacted ordinances in the online Code after each meeting.

From: [Ords Admin](#)
To: [Robin Toth](#)
Subject: RE: Manatee County, FL Code of Ordinances - 1981(10428) OrdLink/OrdBank, Manatee County, FL Land Development Code - 2016(12202) OrdBank, Manatee County, FL Comprehensive Plan - 2017(15530) OrdBank
Date: Thursday, March 08, 2018 3:13:58 PM

We have received your file.

Thank you and have a nice day,

Ords Administrator

ords@municode.com

1-800-262-2633

P.O. Box 2235

Tallahassee, FL 32316

When available, please send all documents in WORD format to Ords@municode.com. However, if WORD format is not available, we welcome any document format including PDF.

ems

municode
[Web](#) | [Legal](#) | [Pay](#)

From: Robin Toth [mailto:robin.toth@ManateeClerk.com]

Sent: Thursday, March 8, 2018 11:46 AM

To: 'County Ordinances' <CountyOrdinances@dos.myflorida.com>; Ords Admin <ords@municode.com>

Subject: Manatee County Ordinance 18-13

Attached is Manatee County Ordinance 18-13, adopted by the County Commission on 3/6/18.

Thank you,

Robin Toth

Board Records Deputy Clerk
for Angelina Colonneso
Clerk of Circuit Court and Comptroller

www.manateeclerk.com

robin.toth@manateeclerk.com

941-741-4018, Ext. 4179

"Pride in Service with a Vision to the Future"



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

ORDINANCE NO. 18-21

AN ORDINANCE OF MANATEE COUNTY, FLORIDA REGARDING PROCUREMENT; AMENDING CHAPTER 2-26, SECTION 2-26-3; MODIFYING THE LIST OF EXCLUSIONS FROM THIS CHAPTER TO ADD AN EXCLUSION FOR LOCAL HOUSING ASSISTANCE SERVICES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Manatee County Board of County Commissioners has determined that it is appropriate to amend Article VI of Chapter 2-26, Section 2-26-3 of the Manatee County Purchasing Code to include an exclusion for local housing assistance services provided by the County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

Section 1. Article VI of Chapter 2-26, Section 2-26-3 of the Code is hereby amended as follows:

Section 2-26-3. Exclusions from this chapter.

- (a) *Grants and gifts.* This chapter shall not apply to purchases made with the proceeds from any grant, gift, bequest, or donation to the extent the application of this chapter would conflict with the requirements, conditions, or limitations attached to the grant, gift, bequest, or donation.
- (b) *Lease of real property.* This chapter shall not apply to the acquisition of real property by lease or license unless the board determines to acquire such interest by a competitive solicitation.
- (c) *Legal services.* This chapter shall not apply to retaining services of law firms or other outside counsel for any reason, nor to expert witnesses, appraisal services, trial consultants or similar persons or firms deemed by the county attorney as necessary to address the county's legal needs. Such firms or persons shall be selected by the county attorney or his or her designee.
- (d) *Self insurance fund.* Funds expended pursuant to the self insurance ordinance to obtain goods and services which may be required to implement the self insurance program.
- (e) *Insurance policies.* This chapter shall not apply to the purchase of insurance policies to protect the property and other interests of the county.

- (f) *Where specified by general law, ordinance or policies.* This chapter shall not apply to any purchase governed by explicit provisions of general law or other county ordinance or board policies unless the solicitation indicates the applicability of this chapter, and this chapter shall apply only to the extent set out in the solicitation.
- (g) *County bonds.* This chapter shall not apply to professional services required for the issuance of county bonds and county investments related thereto.
- (h) *Fee and rate programs.* This chapter shall not apply to programs established by the board pursuant to which the board pays a specified fee for the furnishing of goods, services, or construction for eligible recipients provided by eligible vendors at a set fee or rate as established by ordinance or resolution of the board.
- (i) *Sale or conveyance of county owned real property.* This chapter shall not apply to the sale, conveyance or other disposition of real property owned by the county or any interest therein.
- (j) *Veterinary services.* This chapter shall not apply to acquisition of professional veterinary services provided to animals in the custody of the animal services division where the dollar value of any such agreements do not exceed purchasing category three.
- (k) *Health benefits services.* This chapter shall not apply to acquisition of independent contractor fitness instruction services, medical director services, or nutrition counseling services where the dollar value of any such agreements do not exceed purchasing category two.
- (l) Local housing assistance services. This chapter shall not apply to the award of contracts for projects paid for with funding assistance to eligible households in Manatee County's Local Housing Assistance Plans and Manatee County's Five-Year Consolidated Plan, provided that the County's Director of Redevelopment and Economic Opportunity shall exercise the authority and functions assigned to the purchasing official hereunder for the award of such contracts, in accordance with this chapter and the administrative procedures adopted pursuant to this chapter.

Nothing herein shall limit the board's authority to adopt policies governing any acquisition excluded from this chapter.

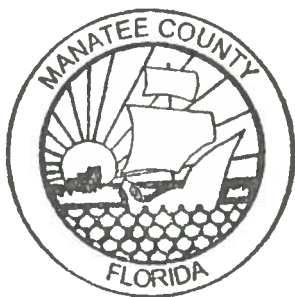
Section 2. The publisher of this County's Code, the Municipal Code Corporation, is directed to incorporate the amendments in Section 1 into the Code.

Section 3. If any clause, phrase, provision, section or sentence of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 4. This Ordinance shall take effect immediately upon filing with the Department of State.

DULY ADOPTED, with a quorum present and voting, this 6th day of March, 2018.



**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: Priscilla [Signature]
Chairperson

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: [Signature]
Deputy Clerk

NOTE: The County Atty advised that the text of the advertisement is clear that it is covering all subject matters on both Ordinances 18-13 and 18-21. (see 3/6/18 minutes on Agenda Item 36)

BRADENTON HERALD

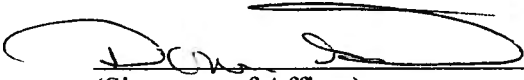
WWW.BRADENTON.COM
P.O. Box 921
Bradenton, FL 34206-0921
1111 3rd Ave. W.
Bradenton, FL 34205-8894
941-746-7355

Bradenton Herald
Published Daily
Bradenton, Manatee County, Florida

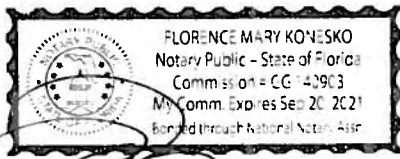
STATE OF FLORIDA
COUNTY OF MANATEE

Before the undersigned authority personally appeared Donna Stults, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of **Notice of Public Hearing**, was published in said newspaper in the issue(s) of **02/23/2018**.

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


(Signature of Affiant)

Sworn to and subscribed before me this
26 Day of Feb, 2018



SEAL & Notary Public
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Americans with Disabilities: The Board of County Commissioners does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions including one's access to and participation in public hearings. Anyone requiring reasonable accommodation for this meeting as provided for in the ADA, should contact Kaycee Ellis at 742-5800; TDD ONLY 742-5802 and wait 60 seconds, or FAX 745-3790.

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME PENDING ADJOURNMENTS.

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
Manatee County Financial Management Department
Manatee County, Florida
02/23/2018

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to Section 125.66, Florida Statutes, that the Board of County Commissioners of Manatee County will conduct a Public Hearing on the **6th day of March, 2018, at 9:00am**, or as soon thereafter as same may be heard at the Manatee County Government Administrative Center, 1st Floor Chambers, 1112 Manatee Avenue West, Bradenton, Florida, to consider, act upon, enact or reject the following ordinance:

ORDINANCE NO. 18-13

AN ORDINANCE OF MANATEE COUNTY, FLORIDA REGARDING PROCUREMENT; AMENDING AND RESTATING CHAPTER 2-28, SECTION 2-26-81 ON PROTESTS AND SECTION 2-28-3 ON EXCLUSIONS FROM THIS CHAPTER; ESTABLISHING THE RIGHT TO PROTEST; PROVIDING THE PROCEDURE AND REQUIREMENTS FOR FILING A PROTEST; PROVIDING AUTHORITY TO THE PROCUREMENT OFFICIAL TO RESOLVE PROTESTS; PROVIDING AN APPELLATE REMEDY AND PROCEDURE FOR PROTEST DECISIONS BY THE PROCUREMENT OFFICIAL;

PROVIDING AN EXCLUSION OF CHAPTER 2-28 FOR PROJECTS WITH FUNDING ASSISTANCE IN MANATEE COUNTY'S LOCAL HOUSING ASSISTANCE PLANS AND FIVE YEAR CONSOLIDATED PLAN; AUTHORIZING THE DIRECTOR OF REDEVELOPMENT AND ECONOMIC OPPORTUNITY TO EXERCISE THE AUTHORITY AND FUNCTIONS OF THE PROCUREMENT OFFICIAL FOR SUCH AWARDS;

PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Interested parties may appear and be heard at the meeting with respect to the proposed Ordinance pursuant to Section 286.0105, Florida Statutes. Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at said Public Hearing, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record would include any testimony or evidence upon which the appeal is to be based.

The proposed Ordinance is available for public inspection at the Manatee County Financial Management Department, Procurement Division, 1112 Manatee Avenue West, 8th Floor, Bradenton, FL 34205, during regular business hours. A reasonable charge may be made for the provision of copies.



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

March 8, 2018

Honorable Angelina Coloneso
Clerk of the Circuit Court
Manatee County
Post Office Box 25400
Bradenton, Florida 34206

Attention: Robin Toth

Dear Ms. Coloneso:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of **Manatee County Ordinance 18-21, which was filed in this office on March 8, 2018.**

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

From: ords@municode.com
To: tammy.larsen@mymanatee.org; [Robin Toth](#)
Subject: Manatee County, FL Code of Ordinances - 1981 (10428) Supplement 104
Date: Friday, March 09, 2018 11:50:25 AM
Attachments: [ATT00001.bin](#)
[ATT00002.bin](#)

****THIS IS AN AUTOMATICALLY GENERATED EMAIL****

Below, you will find the material that we have received/recorded to your account. This material is being considered for inclusion in your next/current update, Supplement 104

Document	Adopted Date	Recorded	Recorded Format
Ordinance No. 18-13	3/6/2018	3/9/2018	Word
Ordinance No. 18-21	3/6/2018	3/9/2018	Word



Update the internet version of your Code more often than a printed supplement. We can update the Internet quarterly, monthly, even weekly.



We can post newly enacted ordinances in the online Code after each meeting.

From: [Ords Admin](#)
To: [Robin Toth](#)
Subject: RE: Manatee County, FL Code of Ordinances - 1981(10428) OrdLink/OrdBank, Manatee County, FL Land Development Code - 2016(12202) OrdBank, Manatee County, FL Comprehensive Plan - 2017(15530) OrdBank
Date: Thursday, March 08, 2018 3:15:20 PM

We have received your file.

Thank you and have a nice day,

Ords Administrator

ords@municode.com

1-800-262-2633

P.O. Box 2235

Tallahassee, FL 32316

When available, please send all documents in WORD format to Ords@municode.com.

However, if WORD format is not available, we welcome any document format including PDF.

ems

municode
[Web](#) | [Legal](#) | [Pay](#)

From: Robin Toth [mailto:robin.toth@ManateeClerk.com]

Sent: Thursday, March 8, 2018 11:46 AM

To: 'County Ordinances' <CountyOrdinances@dos.myflorida.com>; Ords Admin <ords@municode.com>

Subject: Manatee County Ordinance 18-21

Attached is Manatee County Ordinance 18-21, adopted by the County Commission on 3/6/18.

Thank you,

Robin Toth

Board Records Deputy Clerk
for Angelina Colonneso
Clerk of Circuit Court and Comptroller

www.manateeclerk.com

robin.toth@manateeclerk.com

941-741-4018, Ext. 4179

"Pride in Service with a Vision to the Future"



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

March 6, 2018 - Regular Meeting
Agenda Item #36

Approved in Open Session 3/6/18,
Manatee County
Board of County Commissioners

Subject

Procurement Code of Ordinances - Chapter 2-26 Amendments

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Jan Brewer, Director, Financial Management Department, Ext. 3726

Theresa Webb, CPPO, CPPB, CPSM, C.P.M., Procurement Official, Procurement Division, Ext. 3056

Action Requested

Adoption of an Ordinance 18-13 amending and restating Chapter 2-26, Section 2-26-61 on Protests, and adoption of Ordinance 18-21 amending Chapter 2-26, Section 2-26-3, Exclusions To This Chapter.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

The Procurement Division and the County Attorney's office regularly examine the Procurement Code for improvements in efficiency, to enhance integrity, or to further legal compliance in procurement activities. Results of the most recent review identified two revisions to the Procurement Code that are brought forward for approval.

A summary of the revisions recommended are as follows:

- Amending Chapter 2-26, Section 2-26-3 on Exclusions From This Chapter: Providing an exclusion of Chapter 2-26-3 for projects with funding assistance in Manatee County's Local Housing Assistance Plans and Five-Year Consolidated Plan, authorizing the Director of Redevelopment and Economic Opportunity to exercise the authority and functions of the Procurement Official for such awards; and
- Amending and restating Chapter 2-26, Section 2-26-61 on Protests: Establishing the right to protest, providing the procedure and requirements for filing a protest, providing authority to the Procurement Official to resolve protests, providing an appellate remedy and procedure for protest decisions by the Procurement Official.

The proposed changes to Chapter 2-26 were duly advertised as required by Statute.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other
Reviewed

Reviewing Attorney
Morris

Instructions to Board Records
Please provide copies of the amended ordinances to:

Original to: Board Records

Copies to: FMD Procurement Division: Theresa Webb, at theresa.webb@mymanatee.org

Distributed 3/8/18, RT

Cost and Funds Source Account Number and Name
N/A

Amount and Frequency of Recurring Costs
N/A

Attachment: [Revisions to County Protest Ordinance \(CAO 1-26-18\).pdf](#)

Attachment: [Ordinance 18-21 \(CAO 2-27-17\).pdf](#)

Attachment: [Bid Protest Policy Procedure.pdf](#)

Attachment: [Bid Protest Ordinance \(track changes\).pdf](#)

Attachment: [Affidavit, Advertisement.pdf](#)

Bid Protest Policy/Procedure

Solicitation Award Protests

1. Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award a contract (Protestor) with a value greater than \$250,000, where such grievance is asserted to be the result of a violation of the requirements of this purchasing code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.
2. Protest must be in writing and transmitted via email at purchasing@mymanatee.org or hand delivery to Manatee County Financial Management Department, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida, 34205. The protest must be submitted and received by the Procurement Official by 5 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. Postmark by the required date and time is not sufficient. It shall be the responsibility of the party transmitting the Protest document(s) to ensure that the document(s) was received by the County and the transmitting party will bear any risk of an interruption or failure in transmission of such documents.
3. Protestor is not permitted to challenge the solicitation requirements, chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria, or the formula specified for assigning points to the evaluation criteria in its Protest.
4. There is no stay of the procurement process during a protest.
5. During any protest, no contact with County Board members, officers or employees, other than the Procurement Official or designee and the County Attorney's Office, is permitted from Protestor.
6. Once filed and received by the Procurement Official, the Protest may not be supplemented by the protestor. However, the County has the right to seek clarification and additional information as needed.
7. Failure to follow the requirements of this Protest Policy shall be just cause for rejection of the Protest and will result in an automatic disqualification of protestant for award for the pending solicitation.
8. The Protest shall include the following information:
 - i. The name, postal and email addresses, facsimile and telephone numbers of the protestor;
 - ii. County solicitation title and number or contract title, as applicable;
 - iii. A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes and constitutional provisions, the factual and legal basis, upon which the Formal Protest is based, with the inclusion of all supporting

- documentation. The protestor waives its rights and remedies related to any grounds not specifically stated in writing;
- iv. A statement of the specific ruling or relief requested; and
 - v. Signature of the protestant or an authorized agent of the protestant.
9. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract. The Procurement Official shall promptly investigate the protest and issue a written decision within thirty (30) days of the date the protest is received.

Appeal of Formal Protest Decision

1. Following the Procurement Official's decision of the protest, any adversely affected Protestor may file a request for appeal with the County Administrator within five (5) days of notification of the Procurement Officials decision regarding the protest. Appeals received after this timeframe shall not be considered.
2. The request for appeal must state that the Protestor is submitting an appeal of the Procurement Official's decision.
3. Failure to follow the requirements of this Policy shall be just cause for rejection of the appeal.
4. There is no stay of the procurement process during an appeal.
5. An appealing party may be represented by legal counsel at its own expense.
6. Once filed and received by the County, the appeal may not be supplemented. However, the County has the right to seek clarification and additional information as needed.
7. The appeal must include the following information:
 - i. The name, postal and email addresses, facsimile and telephone numbers, of the party filing the appeal;
 - ii. Authority solicitation title and number or contract title, as applicable;
 - iii. A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes and constitutional provisions, the factual and legal basis, upon which the appeal is based, with the inclusion of all supporting documentation. New grounds or evidence not previously set forth in the Protest will not be considered;
 - iv. A statement of the specific ruling or relief requested; and
 - v. Signature of the party filing the appeal or an authorized agent of the party filing the appeal.
8. Security Bond. The appeal, must be accompanied by a security in the form of a bond (in a form and with such terms as approved by the Procurement Official or designee) payable to Manatee County Government in the amount of \$10,000. The surety issuing the bond must be authorized to do business in the State of Florida and be in compliance with the Florida

Insurance Code. Any bond submitted shall have a duly executed power of attorney attached.

In lieu of a bond, the County may accept an irrevocable letter of credit, cashier's or certified check, or money order in the aforementioned amount (in a form and with such terms as approved by the Procurement Official or designee). Noncompliance with this requirement, in whole or in part, will be deemed to be a waiver of the right to appeal. Said security shall be designated and held for the payment of any costs that may be levied against the appealing party. If protestor's appeal is successful, the posted security will be refunded in full.

If the County prevails, the County shall assess against the appealing party reasonable costs incurred by the County. Such assessment will be set forth in the written decision. Costs of the appeal assessed against the appealing party shall be paid to the County within five (5) business days after receipt by the appealing party of the decision of the County Administrator. Any costs not fully discharged by the amount of the appealing party's bond shall be paid by the appealing party. Failure to timely pay said costs shall result in the appealing party being suspended from competing for any other contract with the County until such payment is made in full.

9. The County Administrator shall investigate the appeal and shall promptly issue a decision in writing to the Protestor.
10. If the protest is upheld, the relief granted may include, but is not limited to, one or more of the following:
 - i. Cancel the solicitation and/or contract.
 - ii. Award in part.
 - iii. Re-compete the procurement.
11. In no event will a contract be automatically awarded to Protestant if the protest is upheld. Nothing herein shall prevent the County, at its sole discretion, from providing for an alternative remedy which is in the best interest of the County and in compliance with any applicable law.
12. During any appeal, no contact with County Board members, officers or employees, other than the County Administrator, Procurement Official or their designee and the County Attorney's Office, is permitted from Protestor.
13. Decisions of the County Administrator are final, subject to appeal by appropriate court action.

ORDINANCE NO. 18-13

Deleted: 1
County Ordinance, Section 2-26-61, Protest

AN ORDINANCE OF MANATEE COUNTY, FLORIDA REGARDING PROCUREMENT; AMENDING AND RESTATING CHAPTER 2-26, SECTION 2-26-61 ON PROTESTS; ESTABLISHING THE RIGHT TO PROTEST; PROVIDING THE PROCEDURE AND REQUIREMENTS FOR FILING A PROTEST; PROVIDING AUTHORITY TO THE PROCUREMENT OFFICIAL TO RESOLVE PROTESTS; PROVIDING AN APPELLATE REMEDY AND PROCEDURE FOR PROTEST DECISIONS BY THE PROCUREMENT OFFICIAL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Manatee County Board of County Commissioners (Board) has determined that it is appropriate to amend and revise the protests procedures provided for in Article VI of Chapter 2-26, Section 2-26-61 of the Manatee County Purchasing Code (Code); and

WHEREAS, the Board has determined that it is appropriate to amend and revise the protest procedures in order to address certain legal issues, eliminate certain procedures that are outdated, and bring Manatee County's protest procedures into conformance with the majority of Florida counties; and

WHEREAS, the Board finds these amendments to the protest procedures provided for in Section 2-26-61 of the Code to be in the best interests of the County and the entities with whom the County does business.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

Section 1. Article VI of Chapter 2-26, Section 2-26-61 of the Code is hereby restated as follows:

Section 2-26-61. Protests.

(a) Right to Protest. Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award a contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of this purchasing code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Commented [AM1]: If you intend to restrict the protest to a certain dollar amount (as you did in the policy) that needs to be included in the ordinance.

(b) Protest Procedure and Requirements.

(1) The protest shall be made in writing and filed with the Procurement Division by 5:00 p.m. on the fifth business day following the date of the posting of the Notice of Intent to Award on the County website. A protest is considered filed upon receipt by the Procurement Division. Failure to file a written protest within the time period specified shall constitute a waiver of the right to protest.

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(2) The written protest shall identify the protesting party and the solicitation involved, including a statement of the grounds on which the protest is based and the applicable statutes, laws, ordinances or other legal authorities which the Protestor deems applicable to the grounds for the protest.

(3) The Protest shall not include challenges to the solicitation requirements, chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria, or the formula specified for assigning points to the evaluation criteria in its Protest.

(4) The procurement process shall not be stayed during the protest process unless the Procurement Official, in his or her discretion, deems it to be in the best interests of the County to stay the proceeding.

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(c) Authority to Resolve Protests. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract. The Procurement Official shall promptly investigate the protest and issue a written decision within thirty (30) days of the date the protest is received.

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(d) Review of a Protest Decision by the Procurement Official.

(1) Following the Procurement Official's written decision on the protest, Protestor may file a request for a review of the Procurement Official's decision with the County Administrator. The request for review shall be made in writing and filed with the Procurement Division by 5:00 p.m. on the fifth business day following notification of the Procurement Official's decision. The request for review must be accompanied by security in the form of a bond (in a form and with such terms as approved by the Procurement Official or designee) or cash in the amount of \$10,000.

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(2) The County Administrator shall issue a written decision within thirty (30) days of the date the request for review is received.

(e) Final Decision. The decision of the County Administrator shall be final and conclusive as to the protest.

Section 2. The publisher of this County's Code, the Municipal Code Corporation, is directed to incorporate the amendments in Section 1 into the Code.

Section 3. If any clause, phrase, provision, section or sentence of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 4. This Ordinance shall take effect immediately upon filing with the Department of State.

DULY ADOPTED, with a quorum present and voting, this _____ day of _____, 2018.

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

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#36 Argument Against

Chapter 2-36 Amendment
Procurement Code of
August 6, 2017

AgustaWestland Products

Exhibit A: E-Mail

Ordinance

Manatee County Sheriff's Office
Attn: Ms. Deborah Merrill,
600 301 BLVD W, Suite 202
Bradenton, FL 34205-7953

Subject: Leonardo Helicopter Division's Protest of the Intent to Award for RFP-2017-18-001-HELICOPTER to Bell Helicopter

- References:**
1. RFP-2017-18-001-HELICOPTER, E.19 Protest
 2. Florida Statute, Section 120.57 (3)
 3. Evaluation Results for RFP-2017-18-001-HELICOPTER
 4. Intent to Award RFP-2017-18-001-HELICOPTER
 5. Leonardo Helicopter Division's Bid for RFP-2017-18-001-HELICOPTER and Associated Addendums
 6. Annex A – Email between Leonardo Helicopter Division and Manatee County Sheriff's Office

Dear Ms. Merrill:

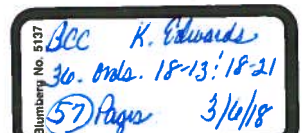
This letter is Leonardo Helicopter Division's (LHD) formal protest of the Manatee County Sheriff's Office intent to award Bell Helicopter RFP-2017-18-001-HELICOPTER. LHD is protesting the request for references, many of RFP Specifications, the Evaluation Results, specifically the scoring of the General Specifications, Engine and Performance and Inspections, Testing and Delivery Equipment categories, and the Demonstration Flight/Briefing.

At the behest of Leonardo Helicopter Division RFP-2017-18-001-HELICOPTER was released on May 19, 2017 (Reference 6). MCSO's original intent was to improperly, sole source this multi-million dollar procurement to Bell Helicopter. This is evidenced by a job requisition posted by MCSO for a B407 mechanic well before this helicopter tender was published.

MCSO's intent to sole source this acquisition and not administer a competitive bid was further reflected in the RFP specifications, where it was clear Bell Helicopter was given many advantages. The MCSO blatantly utilized B407 specific product related language, aircraft specifications and kits: 1.22, 1.23, 1.24, 1.28, 1.40, 1.41, 2.4, 2.7, 2.8, 3.6, 3.7, 3.11, 3.34, and 4.40. Having this high number of specifications geared towards Bell Helicopter and the B407skewed the scoring results of the evaluated categories.

AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, Pennsylvania 19114
USA

Tel. +1-215-281-1400





General Specifications

The AW119Kx meets 98% of the general specifications. The exception being not compliant with 1.23, which requires that the helicopter is able to fit into the County's Emergency Operations Facility. The AW119Kx misses the height limit by just a few inches due to its vertical stabilizer. On the other hand, the competition's product, B407, is not compliant with 1.22 requiring that a standard pallet (48" x 41"), assumedly with cargo strapped to it, be loaded into the aircraft's cabin. The B407's left cabin door is 52" wide, but due to the dimensions of its cabin forward fuel cell located between the two passenger aft facing seats the standard pallet cannot be loaded in the cabin with any degree of success or safety. Whereas the AW119Kx offers left and right sliding doors with a 43" opening to allow for a standard pallet to be loaded into the cabin. The cabin floor dimensions with the cargo platform kit installed (flush with the door threshold) are 50" X 49" and safely ready for a standard pallet. Another option is the conversion kit, which opens up the cabin tremendously, providing approximately 82" X 65" flat, loading area. These measurements were demonstrated to the MCSO Helicopter Committee on July 20, 2017, but an official statement was not able to be made by LHD because MSCO announced its intent to award on the July 25, three days earlier than scheduled.

Going back to 1.23, MCSO responded to an LHD question regarding the Emergency Operations Facility by stating that the helicopters haven't been in the facility over the last five years. Perhaps the OH58 and EC120 have never been in the facility. The reality is that aviation assets are relocated away from extreme weather conditions in order to avoid damage. When the weather subsides the pilots fly the aircraft back. This fact alone should disqualify 1.23 as a "must"/ mandatory requirement. Exploring this "must" requirement further; it doesn't appear that two helicopters (B407 and OH58) can fit into the Emergency Operations Facility together. The OH58 alone, due to its height, coupled with ground handling wheels, would be hard pressed, if not impossible to get into the facility, especially with the B407 alongside of it. Assuming that's the case, than one of the helicopters, say the AW119KX would have to be relocated to another facility away from the extreme weather.

Looking at the RFP General Specifications Category from a black and white standpoint both the AW119KX and the B407 are 98% compliant. However, the AW119KX offers 69% more cabin volume in the passenger configuration, 33% more cabin volume in the cargo configuration and 110% more baggage compartment volume in all configurations. Not to mention, the AW119KX has the power/performance/pay load to take advantage of the additional volume as was demonstrated to the Helicopter Committee with six passengers and 2 pilots (8 people, near helicopter max gross weight) on board during demanding environmental considerations (high density altitude, no wind) where the helicopter performed



flawlessly. This equates to more mission flexibility and better service to the MSCO and its citizens.

Based on this information, LHD submits that the 1.23 “must” requirement is not fundamentally relative to this RFP and should be eliminated from the General Specification grading criteria; thereby, making LHD and the AW119KX the winner of this category.

Engine and Performance

The AW119KX is 100% compliant with the Engine and Performance criteria. The aircraft’s highly reliable Pratt & Whitney PT6-37A touts 1002 shaft horse power five minute power rating and an 872 shaft horse power max continuous power rating is available if necessary. Power is safety and assured performance that will allow MCSO to tackle all mission requirements when operating the AW119KX. Note, the operator can utilize less than max continuous power in the AW119KX and realize similar performance and fuel consumption of the B407 at that helicopter’s max continuous power. Again, this was demonstrated to the MCSO Helicopter Selection Committee on July 20, 2017 during the helicopter demonstration flight, as was mentioned in the General Specifications Category.

The AW119KX and its PT6-37A engine meet or exceed and outperform the B407 and its C47 engine in all the mandatory criteria of this category. Therefore the LHD should win the Engine and Performance Category.

Inspections, Testing and Delivery

Unlike the B407, the AW119KX is built in the United States under the Federal Aviation Administration (FAA) Title 14 CFR Part 21 Production Certificate. LHD Philadelphia also has an FAA Part 145 Certificate. This means that the aircraft can be built and customized in one location making it more efficient for the aircraft inspections, testing and delivery processes and also in managing warranties. For this category LHD and the AW119KX meet and exceed all of the criteria, with the exception of a seven month delivery date for a fully completed law enforcement equipped helicopter, as per MSCO specifications. This is primarily due to the fact that MCSO had been planning an improper, sole source procurement with Bell Helicopter months before the actual RFP was released; thereby, giving Bell Helicopter an unfair advantage over Leonardo Helicopter Division in scheduling an airframe for the Sheriff. Regardless, LHD believes that it may be able to pull in the delivery date and possibly lower its price provided MCSO can amend 3.11 to reflect an equal product. It seems that in not making 3.11 available to an equal product MCSO may be in violation of its MCSO procurement rules.

Based on this information, LHD should be the winner of this category.



Also, LHD is protesting the references requirement in this section. LHD cannot understand why the MCSO required the reference be U.S. law enforcement operators and yet the MCSO didn't require the aircraft be built in the U.S. LHD has law enforcement type operators successfully flying the AW119 in other parts of the world, but at this point in time, not in the U.S.; however, New York State's Department of Environmental Police will be operating the AW119 shortly. The AW119 is being flown by other market segments throughout the U.S..

Demonstration Flight and Briefing

This part of the evaluation occurred on July 20, 2017. There was a day flight and a night flight that, oddly, didn't have any written or spoken evaluation/scoring criteria. The Helicopter Committee wasn't even interested in verifying any of the Engine and Performance Category requirements. The only requirement for the demonstration flight was to have six MCSO representatives (1 pilot and 5 passengers) on board the helicopter. Because the AW119KX has six full, cabin seats (B407 only has 4.5 cabin seats) it flew with eight people on board (2 pilots and 6 passengers), exceeding the requirement. Again, the aircraft flew very well attaining speeds over 140 kts, climbing at 1800 ft/min and hovering out of ground effect with ease at near max gross weight. During the static display of the helicopter LHD demonstrated how easy it was to reconfigure the aircraft into a cargo configuration where a standard pallet could be fit into cabin.

For the briefings LHD provided company, product, maintenance, training, support, local support (Lakeland, FL) and compliance matrix briefings to the MCSO helicopter committee. All questions were appropriately fielded and no objections were mentioned by the Helicopter Committee. During the day's events/meetings LHD was told that a decision would be made on July 28, 2017, yet the RFP has the award scheduled for August 1, 2017. MCSO announced its intent to award on July 25, 2017. MCSO didn't even allow LHD time to follow up on some action items or provide it with the presentations which were requested.

In closing, it is evident that the Manatee County Sheriff's Office was caught disregarding its very own procurement mission statement and laws in an attempt to improperly sole source a helicopter purchase to Bell Helicopter for a B407. Consequently, the MCSO begrudgingly went through the motions and issued RFP-2017-18-001-HELICOPTER. Despite the RFP being unfair and extremely bias towards Bell Helicopter, Leonardo Helicopter Division submitted a highly competitive bid and complied with all RFP requirements to include a successful AW119KX Helicopter demonstration event. This resulted in Leonardo Helicopter Division and its AW119KX directly winning two of the most weighted and objective categories of evaluation: Cost and Maintenance, Service and Warranty. Leonardo Helicopter Division, based on the information provided within the protest letter, also won the General Specifications, Engine and Performance, and Inspections, Delivery and



Testing Categories. Therefore, the Manatee County Sheriff's Office should award RFP-2017-18-001-Helicopter to Leonardo Helicopter Division and its AW119KX.

Thank you for your time and consideration and we look forward to your response.

Sincerely,

CM Sirkis

Chris Sirkis
Regional Sales Manager
Leonardo Helicopter Division

Merrill, Deborah

From: Zabel John <john.zabel@leonardocompany.com>
Sent: Thursday, July 27, 2017 2:38 PM
To: Merrill, Deborah
Cc: Christie, Lance; Sirkis Christopher
Subject: RE: Manatee County Sheriff's Office
Attachments: AWPC Protest Notification - MCSO RFP-2017-18-001-Helicopter.pdf

Hi Deb,

Please find attached AWPC's letter advising MCSO of our decision to protest the Intent to Award for RFP-2017-18-001-Helicopter.

A formal protest will be sent to MCSO within 10 days.

Please let us know immediately if any other action is required at this time.

Thank you,
John

From: Merrill, Deborah [<mailto:Deborah.Merrill@manateesheriff.com>]
Sent: Tuesday, July 25, 2017 11:04 AM
To: merrillsonline@gmail.com
Cc: Christie, Lance
Subject: Manatee County Sheriff's Office
Importance: High

New documents related to RFP-2017-18-001-HELICOPTER were posted to Manatee County Sheriff's Office website. You may access the Purchasing page by clicking [here](#).

Thank you for your interest in doing business with the Manatee County Sheriff's Office.

Deb

Deborah Merrill
Manatee County Sheriff's Office
Grant and Bid Coordinator
600 301 Blvd W, Suite 202
Bradenton, FL 34205
941.747.3011 ext. 2043

Note: Florida has a broad public records law. All work-related emails sent to or from this email address may be subject to public disclosure.



Please consider the environment before printing this email.



AgustaWestland Products

July 27, 2017

Manatee County Sheriff's Office
600 301 BLVD W, Suite 202
Bradenton, FL 34205-7953

Subject: Notice of Protest of the Intent to Award
RFP-2017-18-001-HELICOPTER to Bell Helicopter

References: RFP-2017-18-001-Helicopter, E.19 Protest
Florida Statutes, Section 120.57 (3)

Dear Ms. Merrill,

On July 25, 2017 at 11:05 AM, AgustaWestland Philadelphia Corporation (AWPC), a wholly owned subsidiary of Leonardo Helicopter Division, received an email disclosing Manatee County Sheriff's Office intent to award Bell Helicopter RFP-2017-18-001-Helicopter. As per the listed references, this correspondence serves to inform the MCSO that AWPC will be protesting its intended decision. A formal written protest will be sent to the Sheriff's Office within ten days after this letter is filed.

AWPC assumes this letter is sufficient notice of our right to protest the subject RFP's Intent to Award. If any other actions are required at this time, please let us know immediately.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "John Zabel", written over a white background.

John Zabel
Proposals Manager
AWPC

AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, Pennsylvania 19114
USA

Tel +1-215-281-1400

Merrill, Deborah

From: Sirkis Christopher <christopher.sirkis@leonardocompany.com>
Sent: Sunday, August 06, 2017 10:58 AM
To: Merrill, Deborah
Subject: Leonardo Helicopter Formal Protest Letter to RFP-2017-18-001- Helicopter
Attachments: Protest Letter MCSO.docx

Hi Debbie,

Please see the attached protest letter for the MCSO.

Thank you,

Chris Sirkis



Christopher Sirkis
Regional Sales Manager, South East
AGUSTAWESTLAND PHILADELPHIA CORPORATION

3050 Red Lion Rd
Philadelphia - PA - United States
Tel. - Fax
leonardocompany.com

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Merrill, Deborah

From: Sirkis Christopher <christopher.sirkis@leonardocompany.com>
Sent: Sunday, August 06, 2017 11:02 AM
To: Merrill, Deborah
Subject: LHD Prost Letter to RFP-2017-18-001- Helicopter
Attachments: Protest Letter MCSO.pdf

Deb,

This is the pdf document. It the same letter.

Br,

Chris Sirkis



Christopher Sirkis
Regional Sales Manager, South East
AGUSTAWESTLAND PHILADELPHIA CORPORATION

3050 Red Lion Rd
Philadelphia - PA - United States
Tel. - Fax
leonardocompany.com

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Merrill, Deborah

From: Sirkis Christopher <christopher.sirkis@leonardocompany.com>
Sent: Sunday, August 06, 2017 11:29 AM
To: Merrill, Deborah
Subject: RE: Leonardo Helicopter Formal Protest Letter to RFP-2017-18-001- Helicopter
Attachments: FW: Leonardo Helicopter

Hi Deb,

MCSO has all the references mentioned in the protest letter to include the email correspondence. Never-the-less, I have attached the email correspondence in order that it's all grouped together.

Thank you,

Chris



Christopher Sirkis
Regional Sales Manager, South East
AGUSTAWESTLAND PHILADELPHIA CORPORATION

3050 Red Lion Rd
Philadelphia - PA - United States
Tel. - Fax
leonardocompany.com

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From: Sirkis Christopher
Sent: Sunday, August 06, 2017 9:58 AM
To: Deborah Merrill (deborah.merrill@manateesherriff.com)
Subject: Leonardo Helicopter Formal Protest Letter to RFP-2017-18-001- Helicopter

Hi Debbie,

Please see the attached protest letter for the MCSO.

Thank you,

Chris Sirkis

Merrill, Deborah

From: Zabel John <John.Zabel@agustawestland.com>
Sent: Wednesday, August 02, 2017 4:46 PM
To: Zabel John
Subject: FW: Leonardo Helicopter

From: Sirkis Christopher
Sent: Friday, April 21, 2017 12:49 PM
To: Debora Merrill (deborah.merrill@manateesherriff.com)
Cc: Neil.Unruh@manateesherriff.com
Subject: RE: Leonardo Helicopter

Hi Debbie,

Thank you for your time and consideration this morning. I am happy that a competitive tender (RFP) will be released shortly. Like I said, I just want a fair shot at this tremendous opportunity to offer a top notch, helicopter solution to Manatee County Sheriff's Office and its citizens.

If you have any questions or require additional information please let me know.

Best regards,

Chris Sirkis

267/968-2178

www.leonardocompany.com

From: Sirkis Christopher
Sent: Monday, April 17, 2017 12:44 PM
To: 'Neil.Unruh@manateesherriff.com'
Cc: 'Rick.Wells@Manateesherriff.com'; Hall, Michele (Michele.Hall@manateesherriff.com); 'Dave.Bristow@manateesherriff.com'; richard.gerken@manateesherriff.com
Subject: RE: Leonardo Helicopter
Importance: High

Dear Mr. Unruh,

I am writing you to express my concern regarding a \$4.7M sole source / non-competitive procurement for a Bell Helicopter B407. Anything other than a competitive procurement / RFP would be contradictory to the Manatee County Sheriff's Office and Manatee County's published procurement methods and mission statement. Having been in the helicopter industry for thirty years I am confident that this sole source / non-competitive procurement doesn't offer any standardization or compatibility for the Aviation Unit. Worth mentioning is that Leonardo Helicopter Division offers the very best warranty in the industry.

To date, I have not received a response from anyone regarding my email from nearly a week ago. Ms. Hall's implication that the Sheriff's Office is not attempting to acquire a helicopter when there is job posting for a B407 helicopter mechanic

is misleading and disconcerting. As I stated in the email below, the AW119, which was showcased (flight demonstration and static display) and very well received by the Manatee County Sheriff's Office, meets the mission requirements and provides additional capabilities / flexibility for the Aviation Unit to better support future requirements that may arise.

Again, I am very respectfully requesting that a fair and competitive tender (request for proposal {RFP}) be issued for this important acquisition that will help serve and protect its citizens for many years to come.

Thank you for your time and consideration. I look forward to your soonest response.

Sincerely,

*Chris Sirkis
267/968-2178*

From: Sirkis Christopher
Sent: Tuesday, April 11, 2017 6:41 PM
To: 'Hall, Michele'
Cc: 'Rick.Wells@Manateesherriff.com'; richard.gerken@manateesherriff.com; 'Yvonne.Guard@manateesherriff.com'
Subject: RE: Leonardo Helicopter
Importance: High

Dear Ms. Hall,

Thank you for getting back to me. I appreciate your comment, but I feel like you're stating the obvious. I have been told by key personnel within the department that the Sheriff's Office intends to sole source a \$4.7M helicopter acquisition to Bell Helicopter; so, of course there is no open solicitation. One would think that a competitive tender would be more appropriate for a purchase of this magnitude, especially since there is no legitimate reason to not issue one. The Aviation Unit's current, legacy OH58 helicopter and a B407 helicopter do not have anything in common, other than the name of the company who manufacturers those helicopters. These are two, totally different aircraft to operate and maintain in every aspect. Taking these facts into consideration, there are not any real benefits in sole sourcing this procurement.

Leonardo Helicopter Division (LHD)/AgustaWestland Philadelphia Corporation (AWPC) is an outstanding company, touting some of the most, modern, technologically advanced helicopters in the industry; for example the AW119Kx is a highly capable aircraft that is manufactured in Philadelphia and very well suited for the Manatee County Sheriff's Office mission requirements. Therefore, I am very respectfully requesting that Manatee County and its Sheriff's Office issue a fair and competitive tender (request for proposal {RFP}) for this important acquisition that will help serve and protect its citizens for many years to come.

Thank you for your time and consideration. I look forward to your soonest response.

Sincerely,

*Chris Sirkis
267/968-2178*

From: Hall, Michele [<mailto:Michele.Hall@manateesherriff.com>]
Sent: Tuesday, April 11, 2017 3:47 PM
To: Sirkis Christopher
Cc: Gerken, Richard
Subject: FW: Leonardo Helicopter

Mr. Sirkis,

The Manatee County Sheriff's Office has no open solicitation for a helicopter at this time. For this reason, the Sheriff's Office is unable to accept a bid from Leonardo Helicopters.

Michele S. Hall, General Counsel
Manatee County Sheriff's Office
600 Highway 301 Blvd. West, Ste 202
Bradenton, Florida 34205
(941) 747-3011 Ext. 2250
Michele.hall@manateesherriff.com



Please consider the environment before printing this email.

From: Gard, Yvonne
Sent: Tuesday, April 11, 2017 3:11 PM
To: Gerken, Richard
Subject: Leonardo Helicopter

Chris Sirkis called about putting his bid in on us purchasing a helicopter.
His number is 267-968-2178

Thanks.

Y

Yvonne F. Gard

Yvonne F. Gard
Manatee County Sheriff's Office
Executive Assistant to the Sheriff
(941) 747-3011 ext. 2222

Note: Florida has a broad public records law. All work-related emails sent to or from this email address may be subject to public disclosure.

Merrill, Deborah

From: Sirkis Christopher <christopher.sirkis@leonardocompany.com>
Sent: Monday, August 07, 2017 10:23 AM
To: Merrill, Deborah
Subject: RE: Leonardo Helicopter Formal Protest Letter to RFP-2017-18-001- Helicopter
Attachments: Protest Letter MCSO.pdf; FW: Leonardo Helicopter

Importance: High

Good morning Deb,

This is just follow up correspondence, as I would like to confirm receipt of yesterday's email to you (please see below email string) with Leonardo Helicopter Division's Protest Letter to RFP-2017-18-001-Helicopter. It is attached again for your convenience.

Thank you,

Chris Sirkis



Christopher Sirkis
Regional Sales Manager, South East
AGUSTAWESTLAND PHILADELPHIA CORPORATION

3050 Red Lion Rd
Philadelphia - PA - United States
Tel. - Fax
leonardocompany.com

HELICOPTERS / AERONAUTICS / ELECTRONICS, DEFENCE & SECURITY SYSTEMS / SPACE

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From: Sirkis Christopher
Sent: Sunday, August 06, 2017 9:58 AM
To: Deborah Merrill (deborah.merrill@manateesherriff.com)
Subject: Leonardo Helicopter Formal Protest Letter to RFP-2017-18-001- Helicopter

Hi Debbie,

Please see the attached protest letter for the MCSO.

Thank you,

Chris Sirkis

Merrill, Deborah

From: Zabel John <John.Zabel@agustawestland.com>
Sent: Wednesday, August 02, 2017 4:46 PM
To: Zabel John
Subject: FW: Leonardo Helicopter

From: Sirkis Christopher
Sent: Friday, April 21, 2017 12:49 PM
To: Debora Merrill (deborah.merrill@manateesherriff.com)
Cc: Neil.Unruh@manateesherriff.com
Subject: RE: Leonardo Helicopter

Hi Debbie,

Thank you for your time and consideration this morning. I am happy that a competitive tender (RFP) will be released shortly. Like I said, I just want a fair shot at this tremendous opportunity to offer a top notch, helicopter solution to Manatee County Sheriff's Office and its citizens.

If you have any questions or require additional information please let me know.

Best regards,

Chris Sirkis

267/968-2178

www.leonardocompany.com

From: Sirkis Christopher
Sent: Monday, April 17, 2017 12:44 PM
To: 'Neil.Unruh@manateesherriff.com'
Cc: 'Rick.Wells@Manateesherriff.com'; Hall, Michele (Michele.Hall@manateesherriff.com); 'Dave.Bristow@manateesherriff.com'; richard.gerken@manateesherriff.com
Subject: RE: Leonardo Helicopter
Importance: High

Dear Mr. Unruh,

I am writing you to express my concern regarding a \$4.7M sole source / non-competitive procurement for a Bell Helicopter B407. Anything other than a competitive procurement / RFP would be contradictory to the Manatee County Sheriff's Office and Manatee County's published procurement methods and mission statement. Having been in the helicopter industry for thirty years I am confident that this sole source / non-competitive procurement doesn't offer any standardization or compatibility for the Aviation Unit. Worth mentioning is that Leonardo Helicopter Division offers the very best warranty in the industry.

To date, I have not received a response from anyone regarding my email from nearly a week ago. Ms. Hall's implication that the Sheriff's Office is not attempting to acquire a helicopter when there is job posting for a B407 helicopter mechanic

is misleading and disconcerting. As I stated in the email below, the AW119, which was showcased (flight demonstration and static display) and very well received by the Manatee County Sheriff's Office, meets the mission requirements and provides additional capabilities / flexibility for the Aviation Unit to better support future requirements that may arise.

Again, I am very respectfully requesting that a fair and competitive tender (request for proposal {RFP}) be issued for this important acquisition that will help serve and protect its citizens for many years to come.

Thank you for your time and consideration. I look forward to your soonest response.

Sincerely,

*Chris Sirkis
267/968-2178*

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Sent: Tuesday, April 11, 2017 6:41 PM
To: 'Hall, Michele'
Cc: 'Rick.Wells@Manateesherriff.com'; richard.gerken@manateesherriff.com; 'Yvonne.Guard@manateesherriff.com'
Subject: RE: Leonardo Helicopter
Importance: High

Dear Ms. Hall,

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Sincerely,

*Chris Sirkis
267/968-2178*

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Sent: Tuesday, April 11, 2017 3:47 PM
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Mr. Sirkis,

The Manatee County Sheriff's Office has no open solicitation for a helicopter at this time. For this reason, the Sheriff's Office is unable to accept a bid from Leonardo Helicopters.

Michele S. Hall, General Counsel
Manatee County Sheriff's Office
600 Highway 301 Blvd. West, Ste 202
Bradenton, Florida 34205
(941) 747-3011 Ext. 2250
Michele.hall@manateesheriff.com



Please consider the environment before printing this email.

From: Gard, Yvonne
Sent: Tuesday, April 11, 2017 3:11 PM
To: Gerken, Richard
Subject: Leonardo Helicopter

Chris Sirkis called about putting his bid in on us purchasing a helicopter.
His number is 267-968-2178

Thanks.
Y

Yvonne F. Gard

Yvonne F. Gard
Manatee County Sheriff's Office
Executive Assistant to the Sheriff
(941) 747-3011 ext. 2222

Note: Florida has a broad public records law. All work-related emails sent to or from this email address may be subject to public disclosure.

August 6, 2017

Manatee County Sheriff's Office
Attn: Ms. Deborah Merrill,
600 301 BLVD W, Suite 202
Bradenton, FL 34205-7953

Subject: Leonardo Helicopter Division's Protest of the Intent to Award for RFP-2017-18-001-HELICOPTER to Bell Helicopter

References:

1. RFP-2017-18-001-HELICOPTER, E.19 Protest
2. Florida Statute, Section 120.57 (3)
3. Evaluation Results for RFP-2017-18-001-HELICOPTER
4. Intent to Award RFP-2017-18-001-HELICOPTER
5. Leonardo Helicopter Division's Bid for RFP-2017-18-001-HELICOPTER and Associated Addendums
6. Annex A – Email between Leonardo Helicopter Division and Manatee County Sheriff's Office

Dear Ms. Merrill:

This letter is Leonardo Helicopter Division's (LHD) formal protest of the Manatee County Sheriff's Office intent to award Bell Helicopter RFP-2017-18-001-HELICOPTER. LHD is protesting the request for references, many of RFP Specifications, the Evaluation Results, specifically the scoring of the General Specifications, Engine and Performance and Inspections, Testing and Delivery Equipment categories, and the Demonstration Flight/Briefing.

At the behest of Leonardo Helicopter Division RFP-2017-18-001-HELICOPTER was released on May 19, 2017 (Reference 6). MCSO's original intent was to improperly, sole source this multi-million dollar procurement to Bell Helicopter. This is evidenced by a job requisition posted by MCSO for a B407 mechanic well before this helicopter tender was published.

MCSO's intent to sole source this acquisition and not administer a competitive bid was further reflected in the RFP specifications, where it was clear Bell Helicopter was given many advantages. The MCSO blatantly utilized B407 specific product related language, aircraft specifications and kits: 1.22, 1.23, 1.24, 1.28, 1.40, 1.41, 2.4, 2.7, 2.8, 3.6, 3.7, 3.11, 3.34, and 4.40. Having this high number of specifications geared towards Bell Helicopter and the B407skewed the scoring results of the evaluated categories.



General Specifications

The AW119Kx meets 98% of the general specifications. The exception being not compliant with 1.23, which requires that the helicopter is able to fit into the County's Emergency Operations Facility. The AW119Kx misses the height limit by just a few inches due to its vertical stabilizer. On the other hand, the competition's product, B407, is not compliant with 1.22 requiring that a standard pallet (48" x 41"), assumedly with cargo strapped to it, be loaded into the aircraft's cabin. The B407's left cabin door is 52" wide, but due to the dimensions of its cabin forward fuel cell located between the two passenger aft facing seats the standard pallet cannot be loaded in the cabin with any degree of success or safety. Whereas the AW119Kx offers left and right sliding doors with a 43" opening to allow for a standard pallet to be loaded into the cabin. The cabin floor dimensions with the cargo platform kit installed (flush with the door threshold) are 50" X 49" and safely ready for a standard pallet. Another option is the conversion kit, which opens up the cabin tremendously, providing approximately 82" X 65" flat, loading area. These measurements were demonstrated to the MCSO Helicopter Committee on July 20, 2017, but an official statement was not able to be made by LHD because MSCO announced its intent to award on the July 25, three days earlier than scheduled.

Going back to 1.23, MCSO responded to an LHD question regarding the Emergency Operations Facility by stating that the helicopters haven't been in the facility over the last five years. Perhaps the OH58 and EC120 have never been in the facility. The reality is that aviation assets are relocated away from extreme weather conditions in order to avoid damage. When the weather subsides the pilots fly the aircraft back. This fact alone should disqualify 1.23 as a "must"/ mandatory requirement. Exploring this "must" requirement further; it doesn't appear that two helicopters (B407 and OH58) can fit into the Emergency Operations Facility together. The OH58 alone, due to its height, coupled with ground handling wheels, would be hard pressed, if not impossible to get into the facility, especially with the B407 alongside of it. Assuming that's the case, than one of the helicopters, say the AW119KX would have to be relocated to another facility away from the extreme weather.

Looking at the RFP General Specifications Category from a black and white standpoint both the AW119KX and the B407 are 98% compliant. However, the AW119KX offers 25% more cabin volume in the passenger configuration, 38% more cabin volume in the cargo configuration and 106% more baggage compartment volume in all configurations. Not to mention, the AW119KX has the power/performance/pay load to take advantage of the additional volume as was demonstrated to the Helicopter Committee with six passengers and 2 pilots (8 people, near helicopter max gross weight) on board during demanding environmental considerations (high density altitude, no wind) where the helicopter performed



flawlessly. This equates to more mission flexibility and better service to the MSCO and its citizens.

Based on this information, LHD submits that the 1.23 "must" requirement is not fundamentally relative to this RFP and should be eliminated from the General Specification grading criteria; thereby, making LHD and the AW119KX the winner of this category.

Engine and Performance

The AW119KX is 100% compliant with the Engine and Performance criteria. The aircraft's highly reliable Pratt & Whitney PT6-37A touts 1002 shaft horse power five minute power rating and an 872 shaft horse power max continuous power rating is available if necessary. Power is safety and assured performance that will allow MCSO to tackle all mission requirements when operating the AW119KX. Note, the operator can utilize less than max continuous power in the AW119KX and realize similar performance and fuel consumption of the B407 at that helicopter's max continuous power. Again, this was demonstrated to the MCSO Helicopter Selection Committee on July 20, 2017 during the helicopter demonstration flight, as was mentioned in the General Specifications Category.

The AW119KX and its PT6-37A engine meet or exceed and outperform the B407 and its C47 engine in all the mandatory criteria of this category. Therefore the LHD should win the Engine and Performance Category.

Inspections, Testing and Delivery

Unlike the B407, the AW119KX is built in the United States under the Federal Aviation Administration (FAA) Title 14 CFR Part 21 Production Certificate. LHD Philadelphia also has an FAA Part 145 Certificate. This means that the aircraft can be built and customized in one location making it more efficient for the aircraft inspections, testing and delivery processes and also in managing warranties. For this category LHD and the AW119KX meet and exceed all of the criteria, with the exception of a seven month delivery date for a fully completed law enforcement equipped helicopter, as per MSCO specifications. This is primarily due to the fact that MCSO had been planning an improper, sole source procurement with Bell Helicopter months before the actual RFP was released; thereby, giving Bell Helicopter an unfair advantage over Leonardo Helicopter Division in scheduling an airframe for the Sheriff. Regardless, LHD believes that it may be able to pull in the delivery date and possibly lower its price provided MCSO can amend 3.11 to reflect an equal product. It seems that in not making 3.11 available to an equal product MCSO may be in violation of its MCSO procurement rules.

Based on this information, LHD should be the winner of this category.



Also, LHD is protesting the references requirement in this section. LHD cannot understand why the MCSO required the reference be U.S. law enforcement operators and yet the MCSO didn't require the aircraft be built in the U.S. LHD has law enforcement type operators successfully flying the AW119 in other parts of the world, but at this point in time, not in the U.S.; however, New York State's Department of Environmental Police will be operating the AW119 shortly. The AW119 is being flown by other market segments throughout the U.S..

Demonstration Flight and Briefing

This part of the evaluation occurred on July 20, 2017. There was a day flight and a night flight that, oddly, didn't have any written or spoken evaluation/scoring criteria. The Helicopter Committee wasn't even interested in verifying any of the Engine and Performance Category requirements. The only requirement for the demonstration flight was to have six MCSO representatives (1 pilot and 5 passengers) on board the helicopter. Because the AW119KX has six full, cabin seats (B407 only has 4.5 cabin seats) it flew with eight people on board (2 pilots and 6 passengers), exceeding the requirement. Again, the aircraft flew very well attaining speeds over 140 kts, climbing at 1800 ft/min and hovering out of ground effect with ease at near max gross weight. During the static display of the helicopter LHD demonstrated how easy it was to reconfigure the aircraft into a cargo configuration where a standard pallet could be fit into cabin.

For the briefings LHD provided company, product, maintenance, training, support, local support (Lakeland, FL) and compliance matrix briefings to the MCSO helicopter committee. All questions were appropriately fielded and no objections were mentioned by the Helicopter Committee. During the day's events/meetings LHD was told that a decision would be made on July 28, 2017, yet the RFP has the award scheduled for August 1, 2017. MCSO announced its intent to award on July 25, 2017. MCSO didn't even allow LHD time to follow up on some action items or provide it with the presentations which were requested.

In closing, it is evident that the Manatee County Sheriff's Office was caught disregarding its very own procurement mission statement and laws in an attempt to improperly sole source a helicopter purchase to Bell Helicopter for a B407. Consequently, the MCSO begrudgingly went through the motions and issued RFP-2017-18-001-HELICOPTER. Despite the RFP being unfair and extremely bias towards Bell Helicopter, Leonardo Helicopter Division submitted a highly competitive bid and complied with all RFP requirements to include a successful AW119KX Helicopter demonstration event. This resulted in Leonardo Helicopter Division and its AW119KX directly winning two of the most weighted and objective categories of evaluation: Cost and Maintenance, Service and Warranty. Leonardo Helicopter Division, based on the information provided within the protest letter, also won the General Specifications, Engine and Performance, and Inspections, Delivery and



Testing Categories. Therefore, the Manatee County Sheriff's Office should award RFP-2017-18-001-Helicopter to Leonardo Helicopter Division and its AW119KX.

Thank you for your time and consideration and we look forward to your response.

Sincerely,

CM Sirkis

Chris Sirkis
Regional Sales Manager
Leonardo Helicopter Division

Merrill, Deborah

From: Sirkis Christopher <christopher.sirkis@leonardocompany.com>
Sent: Monday, August 07, 2017 11:38 AM
To: Merrill, Deborah
Subject: RE: Leonardo Helicopter Formal Protest Letter to RFP-2017-18-001- Helicopter

Thank you Deb. John Zabel is on copy and he will keep everything on file for us. I appreciate you getting back to me. Have a nice week and we'll look forward to your response.

Chris

From: Merrill, Deborah [<mailto:Deborah.Merrill@manateesheriff.com>]
Sent: Monday, August 07, 2017 10:33 AM
To: Sirkis Christopher
Subject: RE: Leonardo Helicopter Formal Protest Letter to RFP-2017-18-001- Helicopter

Chris,

Please accept this email as confirmation that Manatee County Sheriff's Office received your email with Protest Letter attached on Sunday, August 6, 2017.

Deb

Deborah Merrill
Manatee County Sheriff's Office
Grant and Bid Coordinator
600 301 Blvd W, Suite 202
Bradenton, FL 34205
941.747.3011 ext. 2043



Please consider the environment before printing this email.

From: Sirkis Christopher [<mailto:christopher.sirkis@leonardocompany.com>]
Sent: Monday, August 07, 2017 10:23 AM
To: Merrill, Deborah
Subject: RE: Leonardo Helicopter Formal Protest Letter to RFP-2017-18-001- Helicopter
Importance: High

Good morning Deb,

This is just follow up correspondence, as I would like to confirm receipt of yesterday's email to you (please see below email string) with Leonardo Helicopter Division's Protest Letter to RFP-2017-18-001-Helicopter. It is attached again for your convenience.

Thank you,

Chris Sirkis



Christopher Sirkis
Regional Sales Manager, South East
AGUSTAWESTLAND PHILADELPHIA CORPORATION

3050 Red Lion Rd
Philadelphia - PA - United States
Tel. - Fax
leonardocompany.com

HELICOPTERS / AERONAUTICS / ELECTRONICS, DEFENCE & SECURITY SYSTEMS / SPACE

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From: Sirkis Christopher
Sent: Sunday, August 06, 2017 9:58 AM
To: Deborah Merrill (deborah.merrill@manateesherriff.com)
Subject: Leonardo Helicopter Formal Protest Letter to RFP-2017-18-001- Helicopter

Hi Debbie,

Please see the attached protest letter for the MCSO.

Thank you,

Chris Sirkis

Note: Florida has a broad public records law. All work-related emails sent to or from this email address may be subject to public disclosure.

Merrill, Deborah

From: Merrill, Deborah
Sent: Thursday, August 10, 2017 4:45 PM
To: Sirkis Christopher; Zabel John
Cc: Christie, Lance; Unruh, Neil
Subject: Protest of Intent to Award MCSO RFP-2017-18-001-HELICOPTER
Attachments: 2017Aug10 MCSO Response to Leonardo Protest.pdf

Importance: High

Chris and John,

Please see the attached in response to Leonardo Helicopter Division's protest of Manatee County Sheriff's Office Intent to Award RFP-2017-18-001-HELICOPTER to Bell Helicopter.

Thank you,

Deb

Deborah Merrill
Manatee County Sheriff's Office
Grant and Bid Coordinator
600 301 Blvd W, Suite 202
Bradenton, FL 34205
941.747.3011 ext. 2043



RICK WELLS, Sheriff
MANATEE COUNTY, FLORIDA



600 301 Blvd. West
Suite 202
Bradenton, FL 34205
Telephone (941) 747-3011

Fax Number
Fiscal Department (941) 744-3776
www.manateesheriff.com

August 10, 2017

Mr. Chris Sirkis
Regional Sales Manager
Leonardo Helicopter Division
AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, PA 19114

Mr. John Zabel
Proposal Manager
Leonardo Helicopter Division
AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, PA 19114

Re: Manatee County Sheriff's Office / RFP-2017-18-001-HELICOPTER / Bid Protest

Mr. Sirkis and Mr. Zabel:

The Manatee County Sheriff's Office ("MCSO") has reviewed your August 6, 2017 letter (attached hereto for your convenience) addressed to Ms. Deborah Merrill, who serves as the Bid Coordinator for MCSO's RFP-2017-19-001-HELICOPTER ("RFP") solicitation. You summarize your protest as follows:

"This letter is Leonardo Helicopter Division's (LHD) formal protest of Manatee County Sheriff's Office intent to award Bell Helicopter RFP-2017-18-HELICOPTER. LHD is protesting the request for references, many of (sic) RFP Specifications, the Evaluation Results, specifically the scoring of the General Specifications, Engine Performance and Inspections, Testing and Delivery Equipment categories, and the Demonstration Flight/Briefing."

Upon completion of a comprehensive review of issues raised in the above referenced letter, MCSO finds that your bid protest is deficient and without merit for reasons that include, but are not limited to, the following:

- Leonardo Helicopter ("Leonardo") failed to comply with statutory and regulatory provisions governing bid protests
- Leonardo failed to post a bond or other security as required by law
- Leonardo did not state with particularity the facts and law upon which the protest is based

- Leonardo did not include in the protest the information specified in the uniform rules of procedure applicable to formal written protests
- Leonardo now challenges terms, conditions and specifications contained in the RFP (including scoring, references requested, proposals, or replies, and awarding contracts), but failed to file a notice of protest within 72 hours after the solicitation was posted as required by statute

Please note that MCSO provided Leonardo Helicopter with clear notice regarding protest procedures. Section E.19 on Page 18 of the RFP states the following:

Any proposer who decides to protest the Sheriff's decision or intended decision regarding award for solicitation shall file, in writing, with the Sheriff's Office a notice of protest. The notice of protest shall be filed within seventy-two hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. In the event that a protest is filed, the provisions of Florida Statute 120.57(3) shall apply.

Notwithstanding all of the above, MCSO is willing to participate in a conference call with Leonardo any time prior to 2 p.m. on Friday, August 11, 2017 or anytime Monday, August 14, 2017 in an attempt to resolve the protest. Please contact me at 941.747.3011 ext. 2043 or Deborah.Merrill@manateesherriff.com to schedule a date and time for the referenced conference call.

Respectfully,



Deb Merrill
Grant and Bid Coordinator

August 6, 2017

Manatee County Sheriff's Office
Attn: Ms. Deborah Merrill,
600 301 BLVD W, Suite 202
Bradenton, FL 34205-7953

Subject: Leonardo Helicopter Division's Protest of the Intent to Award for RFP-2017-18-001-HELICOPTER to Bell Helicopter

References:

1. RFP-2017-18-001-HELICOPTER, E.19 Protest
2. Florida Statute, Section 120.57 (3)
3. Evaluation Results for RFP-2017-18-001-HELICOPTER
4. Intent to Award RFP-2017-18-001-HELICOPTER
5. Leonardo Helicopter Division's Bid for RFP-2017-18-001-HELICOPTER and Associated Addendums
6. Annex A – Email between Leonardo Helicopter Division and Manatee County Sheriff's Office

Dear Ms. Merrill:

This letter is Leonardo Helicopter Division's (LHD) formal protest of the Manatee County Sheriff's Office intent to award Bell Helicopter RFP-2017-18-001-HELICOPTER. LHD is protesting the request for references, many of RFP Specifications, the Evaluation Results, specifically the scoring of the General Specifications, Engine and Performance and Inspections, Testing and Delivery Equipment categories, and the Demonstration Flight/Briefing.

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AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, Pennsylvania 19114
USA

Tel. +1-215-281-1400



General Specifications

The AW119Kx meets 98% of the general specifications. The exception being not compliant with 1.23, which requires that the helicopter is able to fit into the County's Emergency Operations Facility. The AW119Kx misses the height limit by just a few inches due to its vertical stabilizer. On the other hand, the competition's product, B407, is not compliant with 1.22 requiring that a standard pallet (48" x 41"), assumedly with cargo strapped to it, be loaded into the aircraft's cabin. The B407's left cabin door is 52" wide, but due to the dimensions of its cabin forward fuel cell located between the two passenger aft facing seats the standard pallet cannot be loaded in the cabin with any degree of success or safety. Whereas the AW119Kx offers left and right sliding doors with a 43" opening to allow for a standard pallet to be loaded into the cabin. The cabin floor dimensions with the cargo platform kit installed (flush with the door threshold) are 50" X 49" and safely ready for a standard pallet. Another option is the conversion kit, which opens up the cabin tremendously, providing approximately 82" X 65" flat, loading area. These measurements were demonstrated to the MCSO Helicopter Committee on July 20, 2017, but an official statement was not able to be made by LHD because MSCO announced its intent to award on the July 25, three days earlier than scheduled.

Going back to 1.23, MCSO responded to an LHD question regarding the Emergency Operations Facility by stating that the helicopters haven't been in the facility over the last five years. Perhaps the OH58 and EC120 have never been in the facility. The reality is that aviation assets are relocated away from extreme weather conditions in order to avoid damage. When the weather subsides the pilots fly the aircraft back. This fact alone should disqualify 1.23 as a "must"/ mandatory requirement. Exploring this "must" requirement further; it doesn't appear that two helicopters (B407 and OH58) can fit into the Emergency Operations Facility together. The OH58 alone, due to its height, coupled with ground handling wheels, would be hard pressed, if not impossible to get into the facility, especially with the B407 alongside of it. Assuming that's the case, than one of the helicopters, say the AW119KX would have to be relocated to another facility away from the extreme weather.

Looking at the RFP General Specifications Category from a black and white standpoint both the AW119KX and the B407 are 98% compliant. However, the AW119KX offers 69% more cabin volume in the passenger configuration, 33% more cabin volume in the cargo configuration and 110% more baggage compartment volume in all configurations. Not to mention, the AW119KX has the power/performance/pay load to take advantage of the additional volume as was demonstrated to the Helicopter Committee with six passengers and 2 pilots (8 people, near helicopter max gross weight) on board during demanding environmental considerations (high density altitude, no wind) where the helicopter performed



flawlessly. This equates to more mission flexibility and better service to the MSCO and its citizens.

Based on this information, LHD submits that the 1.23 "must" requirement is not fundamentally relative to this RFP and should be eliminated from the General Specification grading criteria; thereby, making LHD and the AW119KX the winner of this category.

Engine and Performance

The AW119KX is 100% compliant with the Engine and Performance criteria. The aircraft's highly reliable Pratt & Whitney PT6-37A touts 1002 shaft horse power five minute power rating and an 872 shaft horse power max continuous power rating is available if necessary. Power is safety and assured performance that will allow MSCO to tackle all mission requirements when operating the AW119KX. Note, the operator can utilize less than max continuous power in the AW119KX and realize similar performance and fuel consumption of the B407 at that helicopter's max continuous power. Again, this was demonstrated to the MSCO Helicopter Selection Committee on July 20, 2017 during the helicopter demonstration flight, as was mentioned in the General Specifications Category.

The AW119KX and its PT6-37A engine meet or exceed and outperform the B407 and its C47 engine in all the mandatory criteria of this category. Therefore the LHD should win the Engine and Performance Category.

Inspections, Testing and Delivery

Unlike the B407, the AW119KX is built in the United States under the Federal Aviation Administration (FAA) Title 14 CFR Part 21 Production Certificate. LHD Philadelphia also has an FAA Part 145 Certificate. This means that the aircraft can be built and customized in one location making it more efficient for the aircraft inspections, testing and delivery processes and also in managing warranties. For this category LHD and the AW119KX meet and exceed all of the criteria, with the exception of a seven month delivery date for a fully completed law enforcement equipped helicopter, as per MSCO specifications. This is primarily due to the fact that MSCO had been planning an improper, sole source procurement with Bell Helicopter months before the actual RFP was released; thereby, giving Bell Helicopter an unfair advantage over Leonardo Helicopter Division in scheduling an airframe for the Sheriff. Regardless, LHD believes that it may be able to pull in the delivery date and possibly lower its price provided MSCO can amend 3.11 to reflect an equal product. It seems that in not making 3.11 available to an equal product MSCO may be in violation of its MSCO procurement rules.

Based on this information, LHD should be the winner of this category.



Also, LHD is protesting the references requirement in this section. LHD cannot understand why the MCSO required the reference be U.S. law enforcement operators and yet the MCSO didn't require the aircraft be built in the U.S. LHD has law enforcement type operators successfully flying the AW119 in other parts of the world, but at this point in time, not in the U.S.; however, New York State's Department of Environmental Police will be operating the AW119 shortly. The AW119 is being flown by other market segments throughout the U.S..

Demonstration Flight and Briefing

This part of the evaluation occurred on July 20, 2017. There was a day flight and a night flight that, oddly, didn't have any written or spoken evaluation/scoring criteria. The Helicopter Committee wasn't even interested in verifying any of the Engine and Performance Category requirements. The only requirement for the demonstration flight was to have six MCSO representatives (1 pilot and 5 passengers) on board the helicopter. Because the AW119KX has six full, cabin seats (B407 only has 4.5 cabin seats) it flew with eight people on board (2 pilots and 6 passengers), exceeding the requirement. Again, the aircraft flew very well attaining speeds over 140 kts, climbing at 1800 ft/min and hovering out of ground effect with ease at near max gross weight. During the static display of the helicopter LHD demonstrated how easy it was to reconfigure the aircraft into a cargo configuration where a standard pallet could be fit into cabin.

For the briefings LHD provided company, product, maintenance, training, support, local support (Lakeland, FL) and compliance matrix briefings to the MCSO helicopter committee. All questions were appropriately fielded and no objections were mentioned by the Helicopter Committee. During the day's events/meetings LHD was told that a decision would be made on July 28, 2017, yet the RFP has the award scheduled for August 1, 2017. MCSO announced its intent to award on July 25, 2017. MCSO didn't even allow LHD time to follow up on some action items or provide it with the presentations which were requested.

In closing, it is evident that the Manatee County Sheriff's Office was caught disregarding its very own procurement mission statement and laws in an attempt to improperly sole source a helicopter purchase to Bell Helicopter for a B407. Consequently, the MCSO begrudgingly went through the motions and issued RFP- 2017-18-001-HELICOPTER. Despite the RFP being unfair and extremely bias towards Bell Helicopter, Leonardo Helicopter Division submitted a highly competitive bid and complied with all RFP requirements to include a successful AW119KX Helicopter demonstration event. This resulted in Leonardo Helicopter Division and its AW119KX directly winning two of the most weighted and objective categories of evaluation: Cost and Maintenance, Service and Warranty. Leonardo Helicopter Division, based on the information provided within the protest letter, also won the General Specifications, Engine and Performance, and Inspections, Delivery and



Testing Categories. Therefore, the Manatee County Sheriff's Office should award RFP-2017-18-001-Helicopter to Leonardo Helicopter Division and its AW119KX.

Thank you for your time and consideration and we look forward to your response.

Sincerely,

CM Sirkis

Chris Sirkis
Regional Sales Manager
Leonardo Helicopter Division

Merrill, Deborah

From: Zabel John <john.zabel@leonardocompany.com>
Sent: Monday, August 14, 2017 11:37 AM
To: Merrill, Deborah; Sirkis Christopher
Cc: Christie, Lance; Unruh, Neil
Subject: RE: Protest of Intent to Award MCSO RFP-2017-18-001-HELICOPTER
Attachments: 2017Aug10 MCSO Response to Leonardo Protest.pdf

Hi Deb,

Per our conversation this morning, and in response to the attached letter, could you please assist to provide AWPC with the following?

1. Justification/Clarification on how the scoring was completed for each Evaluation Factor in the Evaluation Results for the RFP
2. Specific clarification on our bid protest deficiencies in the attached letter:
 - a. Leonardo failed to comply with statutory and regulatory provisions governing bid protests
 - b. Leonardo failed to post a bond or other security as required by law
 - c. Leonardo did not include in the protest the information specified in the uniform rules of procedure applicable to formal written protests

After AWPC reviews this information, we should be in a position to attempt resolving of the protest and schedule a conference call (if needed).

Thank you,
John

From: Merrill, Deborah [<mailto:Deborah.Merrill@manateesheriff.com>]
Sent: Thursday, August 10, 2017 4:45 PM
To: Sirkis Christopher; Zabel John
Cc: Christie, Lance; Unruh, Neil
Subject: Protest of Intent to Award MCSO RFP-2017-18-001-HELICOPTER
Importance: High

Chris and John,

Please see the attached in response to Leonardo Helicopter Division's protest of Manatee County Sheriff's Office Intent to Award RFP-2017-18-001-HELICOPTER to Bell Helicopter.

Thank you,

Deb

Deborah Merrill
Manatee County Sheriff's Office
Grant and Bid Coordinator
600 301 Blvd W, Suite 202
Bradenton, FL 34205
941.747.3011 ext. 2043

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RICK WELLS, Sheriff
MANATEE COUNTY, FLORIDA



600 301 Blvd. West
Suite 202
Bradenton, FL 34205
Telephone (941) 747-3011

Fax Number
Fiscal Department (941) 744-3776
www.manateesherriff.com

August 10, 2017

Mr. Chris Sirkis
Regional Sales Manager
Leonardo Helicopter Division
AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, PA 19114

Mr. John Zabel
Proposal Manager
Leonardo Helicopter Division
AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, PA 19114

Re: Manatee County Sheriff's Office / RFP-2017-18-001-HELICOPTER / Bid Protest

Mr. Sirkis and Mr. Zabel:

The Manatee County Sheriff's Office ("MCSO") has reviewed your August 6, 2017 letter (attached hereto for your convenience) addressed to Ms. Deborah Merrill, who serves as the Bid Coordinator for MCSO's RFP-2017-19-001-HELICOPTER ("RFP") solicitation. You summarize your protest as follows:

"This letter is Leonardo Helicopter Division's (LHD) formal protest of Manatee County Sheriff's Office intent to award Bell Helicopter RFP-2017-18-HELICOPTER. LHD is protesting the request for references, many of (sic) RFP Specifications, the Evaluation Results, specifically the scoring of the General Specifications, Engine Performance and Inspections, Testing and Delivery Equipment categories, and the Demonstration Flight/Briefing."

Upon completion of a comprehensive review of issues raised in the above referenced letter, MCSO finds that your bid protest is deficient and without merit for reasons that include, but are not limited to, the following:

- Leonardo Helicopter ("Leonardo") failed to comply with statutory and regulatory provisions governing bid protests
- Leonardo failed to post a bond or other security as required by law
- Leonardo did not state with particularity the facts and law upon which the protest is based

- Leonardo did not include in the protest the information specified in the uniform rules of procedure applicable to formal written protests
- Leonardo now challenges terms, conditions and specifications contained in the RFP (including scoring, references requested, proposals, or replies, and awarding contracts), but failed to file a notice of protest within 72 hours after the solicitation was posted as required by statute

Please note that MCSO provided Leonardo Helicopter with clear notice regarding protest procedures. Section E.19 on Page 18 of the RFP states the following:

Any proposer who decides to protest the Sheriff's decision or intended decision regarding award for solicitation shall file, in writing, with the Sheriff's Office a notice of protest. The notice of protest shall be filed within seventy-two hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. In the event that a protest is filed, the provisions of Florida Statute 120.57(3) shall apply.

Notwithstanding all of the above, MCSO is willing to participate in a conference call with Leonardo any time prior to 2 p.m. on Friday, August 11, 2017 or anytime Monday, August 14, 2017 in an attempt to resolve the protest. Please contact me at 941.747.3011 ext. 2043 or Deborah.Merrill@manateesherriff.com to schedule a date and time for the referenced conference call.

Respectfully,



Deb Merrill
Grant and Bid Coordinator



AgustaWestland Products

August 6, 2017

Manatee County Sheriff's Office
Attn: Ms. Deborah Merrill,
600 301 BLVD W, Suite 202
Bradenton, FL 34205-7953

Subject: Leonardo Helicopter Division's Protest of the Intent to Award for RFP-2017-18-001-HELICOPTER to Bell Helicopter

References:

1. RFP-2017-18-001-HELICOPTER, E.19 Protest
2. Florida Statute, Section 120.57 (3)
3. Evaluation Results for RFP-2017-18-001-HELICOPTER
4. Intent to Award RFP-2017-18-001-HELICOPTER
5. Leonardo Helicopter Division's Bid for RFP-2017-18-001-HELICOPTER and Associated Addendums
6. Annex A – Email between Leonardo Helicopter Division and Manatee County Sheriff's Office

Dear Ms. Merrill:

This letter is Leonardo Helicopter Division's (LHD) formal protest of the Manatee County Sheriff's Office intent to award Bell Helicopter RFP-2017-18-001-HELICOPTER. LHD is protesting the request for references, many of RFP Specifications, the Evaluation Results, specifically the scoring of the General Specifications, Engine and Performance and Inspections, Testing and Delivery Equipment categories, and the Demonstration Flight/Briefing.

At the behest of Leonardo Helicopter Division RFP-2017-18-001-HELICOPTER was released on May 19, 2017 (Reference 6). MCSO's original intent was to improperly, sole source this multi-million dollar procurement to Bell Helicopter. This is evidenced by a job requisition posted by MCSO for a B407 mechanic well before this helicopter tender was published.

MCSO's intent to sole source this acquisition and not administer a competitive bid was further reflected in the RFP specifications, where it was clear Bell Helicopter was given many advantages. The MCSO blatantly utilized B407 specific product related language, aircraft specifications and kits: 1.22, 1.23, 1.24, 1.28, 1.40, 1.41, 2.4, 2.7, 2.8, 3.6, 3.7, 3.11, 3.34, and 4.40. Having this high number of specifications geared towards Bell Helicopter and the B407skewed the scoring results of the evaluated categories.

AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, Pennsylvania 19114
USA

Tel. +1-215-281-1400



General Specifications

The AW119Kx meets 98% of the general specifications. The exception being not compliant with 1.23, which requires that the helicopter is able to fit into the County's Emergency Operations Facility. The AW119Kx misses the height limit by just a few inches due to its vertical stabilizer. On the other hand, the competition's product, B407, is not compliant with 1.22 requiring that a standard pallet (48" x 41"), assumedly with cargo strapped to it, be loaded into the aircraft's cabin. The B407's left cabin door is 52" wide, but due to the dimensions of its cabin forward fuel cell located between the two passenger aft facing seats the standard pallet cannot be loaded in the cabin with any degree of success or safety. Whereas the AW119Kx offers left and right sliding doors with a 43" opening to allow for a standard pallet to be loaded into the cabin. The cabin floor dimensions with the cargo platform kit installed (flush with the door threshold) are 50" X 49" and safely ready for a standard pallet. Another option is the conversion kit, which opens up the cabin tremendously, providing approximately 82" X 65" flat, loading area. These measurements were demonstrated to the MCSO Helicopter Committee on July 20, 2017, but an official statement was not able to be made by LHD because MSCO announced its intent to award on the July 25, three days earlier than scheduled.

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Testing Categories. Therefore, the Manatee County Sheriff's Office should award RFP-2017-18-001-Helicopter to Leonardo Helicopter Division and its AW119KX.

Thank you for your time and consideration and we look forward to your response.

Sincerely,

CM Sirkis

Chris Sirkis
Regional Sales Manager
Leonardo Helicopter Division

Merrill, Deborah

From: Zabel John <john.zabel@leonardocompany.com>
Sent: Tuesday, August 15, 2017 2:16 PM
To: Merrill, Deborah
Cc: Sirkis Christopher; Christie, Lance; Unruh, Neil
Subject: RE: Protest of Intent to Award MCSO RFP-2017-18-001-HELICOPTER

Thank you Deb for providing the relevant information to help clarify our requests.

After review, please consider AWPC/Leonardo's Protest to be resolved with MCSO.

We would like to Thank MCSO for the opportunity to bid on the replacement Helicopter and wish MCSO the best of luck in all your challenging law enforcement missions!

Kind regards,
John

From: Merrill, Deborah [mailto:Deborah.Merrill@manateesherriff.com]
Sent: Monday, August 14, 2017 4:50 PM
To: Zabel John
Cc: Sirkis Christopher; Christie, Lance; Unruh, Neil
Subject: RE: Protest of Intent to Award MCSO RFP-2017-18-001-HELICOPTER
Importance: High

Hey, John –

I am happy to provide you with the information that you have requested. We want to do everything we can to help AWPC understand our evaluation process, as we have every confidence in the methodology that we use. We believe that you will see that, although AWPC offered us a quality aircraft, the Bell product offered one that was a better fit for our agency's law enforcement mission.

I hope the clarifications below will help:

1. Justification/Clarification on how the scoring was completed for each Evaluation Factor in the Evaluation Results for the RFP
I have attached the *Evaluation Process Summarized* document, which will explain how the Evaluation Team worked through the process of getting to their final recommendation to the Sheriff.
I have also attached the *Evaluation Score Sheet Summary* for both Leonardo and Bell. Please note that if you calculate the averages in the Leonardo Summary, two of them do not agree with "Evaluated Score" in the Evaluation Results posted on our website. References and Qualifications on the posted document indicate an average score of 4.60. That average should have been recorded as 5.60. General specifications average should have been 44.40 instead of 44.10. These discrepancies were discovered after the fact; but were not changed, as we do not make changes to posted documents unless the outcome would have been different. Leonardo's total proposal score would have been just over a point higher (89.26 rather than 88.23), still lower than the Bell score and inconsequential to the recommendations made by the members of the Evaluation Team, as each Evaluator only knows how he scored each proposal at the time he prepares his recommendation to the Sheriff. That recommendation is based on the total experience with the Vendor.
2. Specific clarification on our bid protest deficiencies in the attached letter:
 - a. Leonardo failed to comply with statutory and regulatory provisions governing bid protests

Section E.19 on Page 18 of the RFP provides as follows: "In the event that a protest is filed, the provisions of Florida Statute 120.57(3) shall apply." The following below Florida Statutes and regulations generally provide procedures applicable to bid protests. Leonardo has not fully complied with these procedures.

Section 120.57, Florida Statutes ("F.S.")

Chapter 287, F.S.

Chapter 119, F.S.

Chapter 28-106, Florida Administrative Code ("F.A.C.")

Chapter 28-110, F.A.C.

F.S. 120.57(3)(b) provides, in part, as follows: "With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation."

Leonardo did not protest terms, conditions and specifications within the required period of time.

b. Leonardo failed to post a bond or other security as required by law

F.S. 287.042 (2)(c) provides as follows: "Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the department, a water management district, or an agency pursuant to s. 120.57(3)(b) shall post with the department, the water management district, or the agency at the time of filing the formal written protest a bond payable to the department, the water management district, or agency in an amount equal to 1 percent of the estimated contract amount." This provision also provides that the agency shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays, and state holidays, after the filing of the notice of protest by the vendor. In the event that the parties proceed with a formal administrative hearing, MCSO will require that Leonardo submit a bid bond.

c. Leonardo did not include in the protest the information specified in the uniform rules of procedure applicable to formal written protests

Chapter 28-110.004, F.A.C. provides as follows: "The 'formal written protest' required by Section 120.57(3)(b), F.S., is a petition that states with particularity the facts and law upon which the protest is based. The formal written protest shall contain the information specified in Section 120.54(5)(b) 4., F.S., and in subsection 28-106.201(2), F.A.C. If the formal written protest is filed in proper form within the 72-hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest. Thereafter, all time limits relative to formal written protests apply. Leonardo did not provide the required information specified in Section 120.54(5)(b) 4., F.S., and in subsection 28-106.201(2), F.A.C.

Please let me know tomorrow if you believe we need to have a phone conversation to discuss these issues further.

Regards,

Deb

Deborah Merrill
Manatee County Sheriff's Office
Grant and Bid Coordinator
600 301 Blvd W, Suite 202
Bradenton, FL 34205
941.747.3011 ext. 2043

From: Zabel John [<mailto:john.zabel@leonardocompany.com>]
Sent: Monday, August 14, 2017 11:37 AM
To: Merrill, Deborah; Sirkis Christopher
Cc: Christie, Lance; Unruh, Neil
Subject: RE: Protest of Intent to Award MCSO RFP-2017-18-001-HELICOPTER

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1. Justification/Clarification on how the scoring was completed for each Evaluation Factor in the Evaluation Results for the RFP
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After AWPC reviews this information, we should be in a position to attempt resolving of the protest and schedule a conference call (if needed).

Thank you,
John

From: Merrill, Deborah [mailto:Deborah.Merrill@manateesherriff.com]
Sent: Thursday, August 10, 2017 4:45 PM
To: Sirkis Christopher; Zabel John
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Subject: Protest of Intent to Award MCSO RFP-2017-18-001-HELICOPTER
Importance: High

Chris and John,

Please see the attached in response to Leonardo Helicopter Division's protest of Manatee County Sheriff's Office Intent to Award RFP-2017-18-001-HELICOPTER to Bell Helicopter.

Thank you,

Deb

Deborah Merrill
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Exhibit B: MCSA Purchase Agreement Reference No. 7283-A

BELL HELICOPTER TEXTRON INC.
3255 Bell Helicopter Boulevard
Fort Worth, TX 76118
FAX: 817-278-4956
Attn: Director of Commercial Contracts
E-mail: contracts@bh.com

PURCHASE AGREEMENT
(New Helicopters)
Model 407GXP
Date: 10/03/17
Reference No. 7283-A

The parties to this Agreement are **BELL HELICOPTER TEXTRON INC.**, a Delaware corporation, having its principal place of business in Fort Worth, Tarrant County, Texas, U.S.A., (hereinafter "Seller") and:

Customer Name: Manatee County Sheriff's Office
Customer Address: Manatee County Sheriff's Office Aviation Unit
600 301 Blvd W., Suite 202
Bradenton, Florida 34205
United States
Contact Name:
Telephone:
FAX:
E-mail:

(Hereinafter "Purchaser")

In consideration of the following promises and mutual agreements, the parties agree as follows:

ARTICLE 1: DESCRIPTION AND PRODUCTION CONFIGURATION. Seller agrees to sell and Purchaser hereby agrees to purchase from Seller the equipment in the quantities and at the agreed unit and total prices, all as set forth on Appendix 1 and any Amendment(s) thereto (hereinafter "Equipment"). The Equipment will be manufactured in accordance with Seller's production configuration at the time of manufacture for the selected model (hereinafter "Production Configuration"). Seller unilaterally reserves the right to revise the Production Configuration at any time to conform to regulations of any civil aviation authority or Seller's current manufacturing, design, or engineering requirements. Such revisions may result in changes to the Acceptance Month and/or Purchase Price. Seller will notify Purchaser as soon as practicable if manufacturing changes will affect Acceptance Month as defined in Article 4. Purchaser agrees that Seller accepts no liability to Purchaser as a result of any delays necessary due to manufacturing changes. Except as otherwise provided under this Agreement, any increase to the Purchase Price will be agreed to by both parties in a written amendment to this Agreement.

ARTICLE 2: PURCHASER'S CONFIGURATION. Purchaser shall provide a detailed configuration as soon as practicable, but no later than six (6) months (180 days) prior to the Acceptance Month specified in Article 4. If the date on this Agreement is within six (6) months of the Acceptance Month as specified in Article 4, Purchaser shall provide the detailed configuration within fourteen (14) calendar days of signature of this Agreement. Appendix 1 will be amended to reflect the Purchaser Specified Configuration and final pricing as may be required.

- a. **Definition.** A Detailed Configuration includes interior and exterior definitions, kits, installed accessories and customizing.
- b. **Late Configuration.** If Purchaser does not provide a Detailed Configuration when required, Seller may, at its sole discretion, take any one or any combination of the following actions: (a) change the Acceptance Month; (b) increase the price; (c) levy inventory carrying costs, hangar fees or costs for any required maintenance actions.
- c. **Configuration Changes.** Any Purchaser requested configuration changes to the Equipment will be agreed to by both parties in a written amendment to this Agreement and may result in an adjustment to the total purchase price of the Equipment, payment schedule and/or Acceptance Month as defined in Article 4.

ARTICLE 3: PRICING AND PAYMENT TERMS. Purchaser shall pay Seller the total purchase price for the Equipment as specified in Appendix 1, or as specified in any Amendment(s) thereto. The price of the Equipment does not include any sales, use, personal property, value-added, excise or similar tax or assessments which may be imposed by any governmental authority upon this sales transaction, the Equipment or the use of the Equipment by Purchaser, and any such costs if imposed shall be the responsibility of the Purchaser.

- a. **Initial Non-Refundable Deposit.** Within ten (10) calendar days of Purchaser's signature of this Agreement, Purchaser shall pay to Seller an initial, non-refundable Deposit as specified in Appendix 1, or as specified in any Amendment(s) thereto. Unless and until such initial Deposit is received and accepted by Seller, this Agreement is non-binding on Seller.
- b. **Additional Deposits.** Additional non-refundable Deposit(s) may be required prior to delivery of the aircraft as reflected in Appendix 1 and any Amendment(s) thereto.
- c. **Balance of Payment.** The Balance of Payment must be received and accepted by Seller at time of aircraft delivery as defined in Article 4. To avoid delays in delivery, Purchaser is encouraged to make final payment by wire transfer no later than 72 hours prior to Acceptance.
- d. **Acceptable Methods of Payment.** All payments shall be made in United States dollars by a single wire transfer, check drawn from Purchaser's account or such other negotiable instruments acceptable to Seller. Details of acceptable payment methods are contained in the Payment Policy attached to this Agreement as Exhibit 1.

- e. **Financing Equipment.** Purchaser shall notify Seller at least thirty (30) calendar days prior to the first calendar day of the Acceptance Month specified in Article 4 if Purchaser intends to finance the Equipment (such notification date hereinafter called "Notification Date"). If Purchaser is unable to obtain approved financing within sixty (60) days after the Notification Date, Seller reserves the right to terminate this Agreement and retain all payments previously made by Purchaser as liquidated damages but not as a penalty.
- f. **Taxes.** Purchaser agrees to pay and indemnify Seller against taxes or assessments as referenced herein (including interest or penalties that may arise from nonpayment), as well as any withholding taxes, customs, duties or other assessments by any governmental authority so that in all instances Seller receives payment (after any taxes or assessments) equal to the sales price. Purchaser agrees to execute any documentation necessary to avoid the imposition of or receive exemption from applicable taxes. These provisions shall inure to any successor or approved assignee of Purchaser and shall survive until six (6) months after the expiration of any applicable statute of limitations.

ARTICLE 4: ACCEPTANCE AND DELIVERY. The Equipment shall be accepted by Purchaser no later than May 2018 ("Acceptance Month") at Seller's facility as specified in Appendix 1 and any Amendment(s) thereto. The Purchaser agrees to provide each item of Customer Furnished Equipment (CFE) identified in Appendix 1 to Seller's facility within the timeframe specified per item in Appendix 1. If Purchaser is financing the Equipment, Seller may, at its sole discretion, change the Acceptance Month on a day-for-day basis for delay created in receipt of financing approval.

Purchaser may elect to inspect and accept the Equipment at Seller's designated facility or may elect to waive such inspection and accept the Equipment by waiver.

- a. **Notice.** Seller will notify Purchaser at least fifteen (15) calendar days prior to the date the Equipment will be available for inspection (hereinafter "Inspection Date").
- b. **Inspection.** No later than ten (10) calendar days after the Inspection Date, Purchaser shall inspect and flight test the Equipment at Seller's facility. In the event the Equipment is not in compliance with this Agreement, Purchaser shall specify to Seller in writing any deficiencies with the Equipment. Following cure of such deficiencies, the parties shall continue the acceptance procedure. Purchaser may elect to waive such inspection and accept the Equipment by waiver as described in paragraph c. below. The Parties acknowledge and agree that the damages sustained by Purchaser due to a delay in performance by Seller are difficult to ascertain. As such, it is mutually agreed that should Seller fail to timely complete and deliver Equipment, Purchaser 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 for the final Equipment delivery. The Seller will be granted a thirty (30) calendar day grace period to remedy the delay in delivery of the Equipment before any liquidated damages are assessed against the Seller. The liquidated damages will be calculated commencing on the thirty first (31st) day of delay. Liquidated damages assessed prior to acceptance of the Equipment shall not exceed five percent (5%) of the total contract price.
- c. **Acceptance and Acceptance Date.** If the Equipment is in compliance with the terms of this Agreement, Purchaser shall execute either a Seller's Certificate of Acceptance or a Seller's Certificate of Acceptance with Waiver of Inspection (collectively "Certificate of Acceptance"), sent by E-mail or FAX for the Equipment. Purchaser's execution of this document shall constitute final acceptance of the Equipment and serve as Purchaser's acknowledgement that the Equipment conforms to the specified configuration and the requirements of this Agreement ("Acceptance"). The date of execution by Purchaser of the Certificate of Acceptance shall be deemed to be the "Acceptance Date".
- d. **Failure to Inspect/Accept the Equipment.** If Purchaser fails to inspect and accept the Equipment within the ten (10) calendar days specified above for reasons not attributable to Seller, Seller shall, at its sole discretion, have the option to terminate this Agreement and retain all payments previously made by Purchaser as liquidated damages but not as a penalty and/or to assess inventory carry costs to Purchaser. These costs may include, but are not limited to, things such as hangar fees or costs for any required maintenance actions.
- e. **Delivery.** Seller will deliver the Equipment at Seller's facility as specified in Appendix 1 and any Amendments thereto. If delivery of the Equipment is to be other than one of Seller's designated facilities, alternate delivery details must be agreed to at least 30 days prior to delivery and may result in additional charges to the Purchaser as reasonably determined by Seller.
- f. **Temporary Equipment Hold.** Purchaser shall remove the Equipment within ten (10) calendar days following Acceptance. If Purchaser does not remove the Equipment on or before the tenth day, Seller may, at its discretion, assess a storage fee equal to five hundred dollars (\$500.00) per day for each calendar day beyond the ten (10) day period. Furthermore, Purchaser agrees to pay any additional costs incurred by Seller for any scheduled maintenance performed on the Equipment or other costs incurred by Seller while still under Seller's care and control.

ARTICLE 5: RISK OF LOSS AND TRANSFER OF TITLE. Risk of loss of the Equipment shall pass to Purchaser upon receipt by Seller of the signed Certificate of Acceptance as defined in Article 4. Seller shall transfer title to the Equipment free and clear of any and all liens, privileges, encumbrances, charges and rights of others either directly to the Purchaser or, in the case of financed Equipment, per the terms of the fully executed finance documentation upon receipt and acceptance of all monies owed under this Agreement.

Seller shall provide assistance to Purchaser in connection with registration of the aircraft on the U.S. Registry or foreign country civil aviation registry as required by applicable law.

ARTICLE 6: TRAINING. Any training provided by Seller specified in Appendix 1 herewith must be used no earlier than six (6) months prior to and no later than two (2) years after the Acceptance Date. Such training shall be conducted at Bell's Customer Training Academy in Ft. Worth, Texas. Purchaser shall be responsible for all expenses including without limitation, travel, lodging, and meals, incurred by Purchaser's representatives receiving training. Seller shall provide Purchaser with a helicopter for training in a model Bell 407 GXP. Purchaser agrees to comply with the Bell Training Academy Cancellation Policy as set forth at <http://www.bellhelicopter.com/support-and-service/training/payment-cancellation-policy>.

ARTICLE 7: EVENTS OF DEFAULT AND TERMINATION. In the event that (i) this Agreement is breached, canceled or terminated by Purchaser for any cause whatsoever, except for reasons set forth in Article 13 or (ii) Purchaser fails to pay any payments or other charges for which it is responsible under this Agreement when due, Seller shall have the right to terminate this Agreement and retain all payments previously made by Purchaser as liquidated damages but not as a penalty. In the event this Agreement is terminated by Seller for any reason other than those listed above, the sole liability of Seller shall be to return any payments made by Purchaser for Equipment not delivered.

ARTICLE 8: WARRANTY. The Equipment includes a fully transferable warranty of Three Years/1,000 Hours Non-Prorated, whichever occurs first. The terms of the Equipment warranty are set forth in Appendix 2.

ARTICLE 9: CUSTOMER ADVANTAGE PLAN. The Purchaser hereby selects one of the coverage options defined below. In the event the Purchaser elects Option 1: Warranty + Customer Advantage Plan (CAP), the Purchaser shall enter into a separate CAP Agreement to be executed by the Parties. In the event the Purchaser does not elect Option 1, or a CAP agreement is not executed by both Parties prior to Aircraft delivery, Purchaser shall be deemed to have selected Option 2: Warranty Only.

- Option 1 - Warranty + Customer Advantage Plan (CAP). Warranty term 3 years or 2,000 hours, whichever occurs first, with labor reimbursement for up to 3 years as defined in the CAP Agreement.
- Option 2 - Warranty only, as defined in Article 8.

ARTICLE 10: WIRE STRIKE PROTECTION. SELLER HIGHLY RECOMMENDS THE INSTALLATION OF WIRE STRIKE PROTECTION ("WSP") AS IT MAY REDUCE OR MINIMIZE THE SEVERITY OF INJURIES AND DAMAGE SUSTAINED AS A RESULT OF AIRCRAFT CONTACT WITH ABOVE GROUND CABLES AND/OR POWER LINES. BY SIGNING THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT (I) THE WSP IS INTENDED TO CAPTURE AND CUT WIRES WITHIN ITS CAPTURE PARAMETERS AND (II) THE WIRE STRIKE KIT, AS INSTALLED, WILL NOT CUT ALL CABLES OR WIRES CONTACTED BY AN AIRCRAFT IN FLIGHT, NOR PREVENT LOSS OF CONTROL AS A RESULT OF ALL WIRE STRIKE INCIDENTS. PURCHASER CERTIFIES BY SIGNING THIS AGREEMENT THAT THE WSP WAS RECOMMENDED BY SELLER AND THAT THE DECISION TO INSTALL SUCH EQUIPMENT IS AT THE SOLE DISCRETION AND RISK OF PURCHASER.

ARTICLE 11: ASSIGNMENT. Purchaser shall not assign any right, title or interest under this Agreement without Seller's written consent. Seller agrees to consent if the assignment is to a financial institution solely for the purpose of providing Purchaser financing or leasing or to facilitate a like-kind exchange under Section 1031 of the US Internal Revenue Code. Seller, in its sole discretion, may assign its rights hereunder for any purpose including without limitation, for financing purposes.

ARTICLE 12: CHOICE OF LAW AND JURISDICTION. Seller and Purchaser agree that this Agreement shall be deemed made and entered into and will be performed wholly within the State of Florida, and any dispute arising under, out of, or related in any way to this Agreement, the legal relationship between Seller and Purchaser, or the transaction that is the subject of this Agreement shall be governed and construed exclusively under the laws of the State of Florida, USA exclusive of conflicts of laws. Any dispute arising under, out of, or related in any way to this Agreement or the legal relationship between Seller and Purchaser shall be adjudicated solely and exclusively in (a) the Courts of General Jurisdiction of the State of Florida in the County of Manatee, or (b) the Federal District Court for the Middle District of Florida, Tampa Division. The Seller and Purchaser agree that this forum selection is mandatory and exclusive of all other forums.

ARTICLE 13: FORCE MAJEURE. If either party shall be unable to perform its obligations under this Agreement because of intervention of a Force Majeure event, which term shall include but not be limited to strikes, lockouts or other labor disturbances, riots, epidemics, war, governmental actions, injunctions or regulations (including, but not limited to, preemptive priority allocation rights of the U.S. Government), fire, weather, difficulty in obtaining qualified parts or materials, failure of performance by subcontractors or other causes beyond its control, party shall not be responsible for delays in inspection, acceptance, delivery or performance under this Agreement. A party shall give reasonable notice to the other party upon the occurrence of a Force Majeure event. If a delay in delivery or performance extends beyond 180 days from the last day of the scheduled Acceptance Month specified in Article 4, either party may terminate this Agreement, whereupon the sole liability of Seller shall be to return any payments made by Purchaser for Equipment not delivered.

ARTICLE 14: EXPORT REGULATIONS/COMPLIANCE WITH LAWS. The parties acknowledge that the products, services and/or information provided under this Agreement require to comply with the applicable laws, rules and regulations including, but not limited to, Customs (Import/Export) laws and regulations, the U.S. International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), the USA Patriot Act and the U.S. Foreign Corrupt Practices Act (FCPA) and similar laws of all such jurisdictions where the Equipment will be shipped and/or operated.

- a. **Government Authorization.** Purchaser agrees to cooperate fully with Seller to obtain any government authorizations that may be required for the products, services and/or information provided pursuant to this Agreement. Seller shall be entitled to terminate this Agreement if unable to secure such authorizations and Seller shall be excused from the obligation to deliver the Equipment. The sole liability of Seller shall be to return any payments made by Purchaser for Equipment not delivered. Seller shall not be liable to Purchaser for any loss, cost or expense arising from such termination or non-delivery (including any actual, consequential or other damages of any kind whatsoever).
- b. **End-Use/User Confirmation.** Purchaser shall submit a completed END-USE and END-USER STATEMENT ("End-Use Form") (reference Exhibit 2 included with this Agreement) at least six (6) months prior to the first calendar day of the Acceptance Month. If the date on this Agreement is within six (6) months of the Acceptance Month as specified in Article 4, Purchaser shall submit the completed End-Use Form within fourteen (14) calendar days of signature of this Agreement. This statement must identify the intended (i) end-user of the aircraft (name and address); (ii) end-use of the aircraft; and (iii) country(s) where aircraft will be registered and operated. Purchaser shall submit updated End-Use Forms should such information change prior to final delivery. Purchaser acknowledges that failure to provide or update this information in a timely manner may result in delays or termination of this Agreement at the sole discretion of Seller.

ARTICLE 15: KNOW YOUR CUSTOMER. Execution and performance of this Agreement, including any payments made hereunder, may be governed by applicable rules and regulations governing the transfer of money and related anti-money laundering legislation. As such, Purchaser agrees to cooperate with Seller and provide additional information in accordance with Seller's "Know Your Customer" policies, including, but not limited to, providing information regarding monies paid in the execution of this Agreement. Seller will make its best efforts to ensure that such compliance efforts do not result in delays in execution and performance under this Agreement. Nevertheless, Purchaser acknowledges that failure to meet these compliance requirements or the failure of Purchaser to cooperate with Seller in these efforts may result in delays or termination of this Agreement at the sole discretion of Seller.

ARTICLE 16: RESPONSIBILITY FOR CERTAIN LOSSES. Neither party shall hold the other responsible for loss or damage to its property or injury to or death of its employees, agents, or representatives at the facilities of the other party in the course of performing this Agreement, except as a result of the other party's willful misconduct. The foregoing applies, without limitation, to losses caused by mechanical defects, parts failure or accidents.

ARTICLE 17: LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT AN ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. NOTHING HEREIN IS INTENDED OR SHALL BE INTERPRETED TO WAIVE OR LIMIT ANY RIGHTS THAT PURCHASER OR PURCHASER'S APPOINTEES, OFFICERS, AGENTS AND EMPLOYEES HAVE PURSUANT TO CHAPTER 768, FLORIDA STATUTES, OR ANY OTHER APPLICABLE OR LIMITING LAW.

ARTICLE 18: SEVERABILITY AND WAIVER. If any provision of this Agreement is or becomes null or unenforceable by force of law, the other provisions shall remain valid and enforceable. Waiver of one provision by either party shall not act as waiver of any other provision.

ARTICLE 19: OUTSIDE COMPLETION SUPPORT. Purchaser acknowledges and agrees that Seller has no responsibility for providing any documentation or Seller data to Purchaser or Purchaser's designated customizing vendor to support any outside completion support not included as part of this Agreement and that any delays or costs that result from such support shall be the sole responsibility of Purchaser and its designated customizing vendor.

ARTICLE 20: NOTICES. Notices required under this Agreement shall be in writing and sent by electronic mail or FAX with confirmation to the respective parties by courier or registered mail, and to the addresses set forth in the first paragraph of this Agreement unless otherwise specified by the parties in writing. All notices delivered hereunder shall be deemed given on the date they are transmitted or placed in the hands of the post or courier for delivery as appropriate.

ARTICLE 21: ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Agreement, together with the Appendices attached hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written or oral agreements, representations, negotiations, proposals or discussions between the parties with respect to the subject matter hereof. No modification or supplement hereto shall be effective unless in writing as an amendment to this Agreement and signed by both parties. In the event of any inconsistency between the provisions of this Agreement and any Appendix or modification thereof, such inconsistency shall be resolved by giving precedence to the document which is the most recent in time as measured by the dated signature of Seller.

ARTICLE 22: DATA PRIVACY. Seller may receive or retain any data that qualifies as public record pursuant to section 119.011(12), Florida Statutes ("Data") from Purchaser in connection with the purchase, registration or ongoing support of the Equipment or Services being purchased under this Agreement. For the purpose of this Agreement, this may include Data of the Purchaser, its employees, agents and/or other authorized representatives involved with the operation, maintenance, support and training for the Equipment being purchased under this Agreement ("Users"). Data received under this Agreement may include any User's first and last name, email address, business telephone number, a record of purchases or trade show attendance, training programs, service schedules and other information as requested to facilitate or complete Delivery under this Agreement or to make available and provide the ongoing support, maintenance, repair, training or other services related to the Equipment or Services being purchased under this Agreement.

Seller will process Users' Data only as necessary to enable the continuous improvement, marketing and support of Seller's products and services. Purchaser agrees that Seller may receive and process Users' Data from time to time, for the purposes stated under this Article. Further, Purchaser hereby warrants that it shall ensure that:

- i. Users understand and consent that Seller or Seller's Affiliate Companies (which includes any entity controlling, controlled by or under common control with, the Seller) may contact Users to respond to inquiries, process orders, make contact regarding account status or customer service needs, provide ongoing maintenance, repair, training, warranty or Customer Advantage Plan ("CAP") or other support services related to the Equipment and/or Services being purchased under this Agreement, request feedback on Seller's products and services to enable the continuous improvement, provide information about and market and promote new products or services which may be of interest to Users or to allow Users access to their specific account information;
- ii. Users understand and consent to allow Seller or Seller's Affiliated Companies to contact Users for the purposes set forth under this Article;
- iii. Users understand and consent that Seller or Seller's approved third-party research firms may contact Users to collect information including, but not limited to, customer satisfaction, mission use and desired product improvements; and
- iv. Users understand that they may elect to opt out of any communications received from Seller, Seller's Affiliated Companies or Seller's approved third-party research firms or decline further participation when contacted.

Seller agrees that it will only process Users' Data for the purposes listed above and will not disclose Users' data to third parties other than Seller's Affiliate Companies or approved third party research firms. Seller considers the foregoing purposes to be critical to its ability to provide ongoing support to Users and vital to Seller's continuous improvement efforts. Sellers shall request consent from Purchasers prior to using Users' Data for any purpose other than those set forth under this Agreement.

ARTICLE 23: HOME OFFICE ACCEPTANCE AND EFFECTIVE DATE. This Agreement shall not become a binding contract until: i) receipt of Purchaser's initial deposit described in Article 3 above; and ii) final acceptance and execution by Seller through its office in Fort Worth, Texas. Until this Agreement becomes a binding contract upon Seller, the Equipment may be sold to another customer, and the price, delivery date, options, and other terms and conditions of the Agreement may no longer be offered. By signing below, the signatories to this Agreement verify that they have read the complete Agreement and understand its contents and have full authority to bind and hereby do bind their respective Parties.

BELL HELICOPTER TEXTRON INC.

Veronica Rojas
Signature

Veronica Rojas
Type or Print Name

Manager, Contracts
Title

10/9/17
Date

PURCHASER

Charles R. Wells
Signature

Charles R. Wells
Type or Print Name

Sheriff
Title

10-6-17
Date

**APPENDIX 1
EQUIPMENT TO BE PURCHASED**

PRICING

Description	Qty	Unit Price	Total Price
407GXP Data Plate Year 2017	1	\$3,070,000.00	\$3,070,000.00
Standard Factory Installed Kits			
28 Amph Battery	1	NSP	NSP
5,250 Lbs. Max Gross Weight Kit	1	NSP	NSP
Aux Fuel Tank Provisions (19 Gal)	1	NSP	NSP
Bell Slant Avionics Console	1	NSP	NSP
Custom Window Installation (replaced by Hi Viz)	1	NSP	NSP
Crew Headrest Retention Brackets	1	NSP	NSP
Doors - Jettisonable (Crew Only)	1	NSP	NSP
Dual Controls	1	NSP	NSP
Glass Cockpit - G1000 (Garmin)	1	NSP	NSP
Garmin GMA-350H Audio Panel (Replaced by Becker Audio System)	1	NSP	NSP
Garmin GTX 33H w/ ES Mode S Transponder	1	NSP	NSP
Flight Data Recording (non-crash survivable)	1	NSP	NSP
FMS 12 - Hot and High Operations	1	NSP	NSP
High Skid Gear -w- Flitesteps	1	NSP	NSP
LED Lighting (Interior/Exterior)	1	NSP	NSP
M/R Blades - High Vis	1	NSP	NSP
Passenger Sliding Windows	1	NSP	NSP
Rotor Brake	1	NSP	NSP
Rolls Royce Model 250-C47B/8 Engine	1	NSP	NSP
Tail Rotor Camera	1	NSP	NSP
Wire Strike Protection System	1	NSP	NSP
Kits			
5250 lbs Max Gross Weight	1	\$0.00	\$0.00
Artex C406-NHM ELT -w- PGM Adaptor	1	\$15,500.00	\$15,500.00
Artex C406-NHM ELT Provisions	1	\$3,400.00	\$3,400.00
Expanded Avionics Shelf	1	\$4,100.00	\$4,100.00
Headliner - Standard -w- AC Ducting	1	\$3,800.00	\$3,800.00
Main Rotor Blade Expandable Bolts (2)	1	\$500.00	\$500.00
Main Rotor Blade Folding (Paravion)	1	\$11,500.00	\$11,500.00
<i>Requires Expandable Bolts kit</i>			
Radar Altimeter - RA4500 (FreeFlight)	1	\$34,000.00	\$34,000.00
Soundproofing - Corporate	1	\$1,300.00	\$1,300.00
Traffic Avoidance System - GTS 800 TAS (Garmin)	1	\$42,700.00	\$42,700.00
Customizing			
AA DWG 407-278 Internal hard point bar near floor on fuel cell forward bulkhead. Hard point to be rated for ~300 lbs.	1	\$12,314.00	\$12,314.00
AAI 407 Cyclic Friction Lever	1	\$2,180.00	\$2,180.00
AAI Rapelling Kit (LVRT)	1	\$4,739.00	\$4,739.00
AAI Vertical Fin Cap Assembly Kit for antenna mounting / includes Whelen LED Strobe.	1	\$12,413.00	\$12,413.00
AeroDynamix NVG STC (does not include AeroDynamix NVG Covert IR Formation Lighting System)	1	\$106,500.00	\$106,500.00
Aeronautical Accessories Mid-Continent MD-302 Standby Attitude Module	1	\$12,636.00	\$12,636.00

Description	Qty	Unit Price	Total Price
Air Conditioner -w- Dual Forward Evaporators (Air Comm)	1	\$90,000.00	\$90,000.00
Audio System - DAC (Becker) -w- 1 REU - two (2) ACU8101 Control Panels in Cockpit, one ACU8101 in cabin -w- 2 xmit positions and 3-Place Aft ICS - ICS CALL	1	\$74,342.00	\$74,342.00
Avionics Master Switch	1	\$4,412.00	\$4,412.00
Baggage Compartment Edge Protector (AA)	1	\$1,000.00	\$1,000.00
Baggage Floor Protector (AA)	1	\$1,500.00	\$1,500.00
Bleed Air Heater -w- Windshield & Chin Bubble Defrost (Air Comm)	1	\$29,400.00	\$29,400.00
Bulged Skylights Kit - (LH & RH gray) (AA)	1	\$4,500.00	\$4,500.00
<i>Medium Gray Tint</i>			
Cabin Tinted Windows (Passenger Windows -w- Medium Slide) includes mid windows (AA)	1	\$10,500.00	\$10,500.00
<i>Medium Gray Tint</i>			
Carbide Heavy Duty Skid Shoes	1	\$5,500.00	\$5,500.00
Co-pilot footswitch with Xmit only capability (no ICS). PRICING INCLUDED IN CUSTOM AUDIO SYSTEM.	1	\$0.00	\$0.00
Combination LED Strobe/Position Light (2 - Left/Right Horizontal Stab)(Whelen)	1	\$18,200.00	\$18,200.00
Credit for two (2) David Clark Headsets	1	(\$700.00)	(\$700.00)
Crew Assist Handles	1	\$1,200.00	\$1,200.00
Custom Paint Scheme with anti-skid paint on walking areas of aircraft roof and high temp paint in exterior areas.	1	\$10,675.00	\$10,675.00
Donaldson Inducer Vent Filter STC	1	\$12,071.00	\$12,071.00
Door - High Visibility Kit (Crew - LH & RH) (AA)	1	\$32,400.00	\$32,400.00
<i>Requires Removal of Jettisonable Crew Doors. Specify window tint: clear or light gray. Specify with or without snap vents. Vent tint is only available in clear.</i>			
Door Openers - Automatic - for Hi Viz Crew Doors (AA)	1	\$4,200.00	\$4,200.00
Door Openers - Automatic - for Cabin Doors (AA)	1	\$2,900.00	\$2,900.00
Expanded Instrument Panel (AA)	1	\$24,600.00	\$24,600.00
Fuel Filler Protector (AA)	1	\$300.00	\$300.00
GDL-88H	1	\$25,859.00	\$25,859.00
Inlet Barrier Filter w/Access Door (AA)	1	\$35,700.00	\$35,700.00
Install CFE Churchill ARS-700C Moving Map System with a stowable keyboard (CFE). Interface ARS-700C with MX-10 sensor and downlink system. Keyboard to be a slideout keyboard on co-pilot side. Customer to provide CFE no later than sixty (60) days after receipt of order.	1	\$21,263.00	\$21,263.00
Installation of CFE TrakkaBeam A800 searchlight, Power Control Interface Unit (PCIU), Remote Control and Cabling. Must interface with the Wescam MX-10. Unit to include slaving capability. Customer to provide CFE no later than sixty (60) days after receipt of order.	1	\$51,161.00	\$51,161.00
Installation of CFE Wescam MX-10 sensor on Meeker Mount w/dovetail mount. Sensor to be interfaced with Churchill ARS-700C / Pricing is for Provisions and Installation labor ONLY consisting of Cables, Wiring, Nose mount, Light Kit and Dovetail Mount. Customer to provide CFE no later than sixty (60) days prior to the delivery date specified in Article 5.	1	\$120,863.00	\$120,863.00
Installation of CFE downlink system to include airborne transmitter, control panel and antenna. Wiring to be fabricated and installed by Piney Flats / Provisions to consist of wiring, mount, space allocation only. Customer to provide CFE no later than sixty (60) days after receipt of order.	1	\$37,797.00	\$37,797.00
Installation of one (1) CFE display mounted in left side of expanded instrument panel and interfaced to MX-10 sensor and Churchill ARS-700C.	1	\$16,461.00	\$16,461.00
<i>Customer to provide make and model of display so Piney Flats can validate that it will fit in the expanded instrument panel. Size can be no larger than 12" diagonal.</i>			
Mission Equipment Shelf located in Baggage Compartment (Edwards)	1	\$18,700.00	\$18,700.00
Mission Master Switch	1	\$4,433.00	\$4,433.00
Polycarb Windshield LH and RH, Clear	1	\$40,100.00	\$40,100.00
Pre-Flight Kit Includes (4) Step Handles (2) Folding Maintenance Steps or (2) Access. Steps (1) Door Retention Strap (AA)	1	\$3,900.00	\$3,900.00

Description	Qty	Unit Price	Total Price
Provisions and installation for one (1) CFE RT-7000 Radio. Provisions to consist of wiring. Customer to provide transceiver, avionics personality module, installation kit, antenna and portable radio interface. Customer to provide CFE no later than sixty (60) days after receipt of order.	1	\$24,311.00	\$24,311.00
Provisions and installation of one CFE provided 12-inch MacroBlue display mounted in cabin between aft facing seats with video input select switch. DVI to HD SDI converter required to provide HD output to display from Churchill ARS DVI output. Customer to provide CFE no later than sixty (60) days after receipt of order.	1	\$18,935.00	\$18,935.00
Customer is responsible for providing all FAA airworthiness documentation on all customer furnished equipment.			
Quick Release Pins (2 door kit) (Meeker)	1	\$1,700.00	\$1,700.00
Rubber Mounted Chin Bubbles (AA)	1	\$8,200.00	\$8,200.00
Management Discount			
Management Discount	1	(\$20,630.00)	(\$20,630.00)
Maintenance Training			
Complimentary 407GX Garmin Avionics	1	\$0.00	\$0.00
Complimentary Electrical Training - 407	1	\$0.00	\$0.00
Complimentary Field Maintenance Training - 407	1	\$0.00	\$0.00
Pilot Training			
Complimentary Ground - FTD - & Flight Training - 407	1	\$0.00	\$0.00
Additional Ground - FTD - & Flight Training - 407GX	2	\$0.00	\$0.00
Acceptance Location			
PINEY FLATS, TENNESSEE (USA)	1	\$0.00	\$0.00
Certification			
U.S. FAA	1	\$0.00	\$0.00
Purchase Price:			\$4,073,535.00

PAYMENT SCHEDULE

Payment Terms	Date	Amount
Payments		
DEPOSIT	Within ten (10) calendar days of Signature	\$611,030.25
BALANCE PAYMENT	Upon Acceptance of Equipment and prior to shipment of Equipment from Seller's facility	\$3,482,504.75
Total Purchase Price		\$4,073,535.00


 Initials

**APPENDIX 2
NEW HELICOPTER WARRANTY THREE
YEARS/1,000 HOURS WARRANTY**

Seller warrants each new helicopter to be free from defect in material or workmanship under normal use and service for 1000 hours of operation or three (3) years from acceptance, whichever occurs first. Spare parts installed as warranty replacement on helicopters which are covered by this New Helicopter Warranty will be warranted for the balance of the original aircraft warranty. Seller assigns each manufacturer's warranty to Purchaser to the extent such manufacturer's warranty exists and is assignable.

Parts, components and assemblies of all helicopter parts may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework are permitted under Seller's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.

Seller's sole obligation under this warranty is limited to the repair or replacement of parts which are determined to Seller's reasonable satisfaction to have been defective within the applicable warranty period as described above. Replacement of parts may be either new or reconditioned at Seller's election and at the lowest allowable maintenance level contained in Seller's manuals, service bulletins or applicable supplier manuals. In addition, during the first year or within 1,000 hours of total aircraft time, whichever occurs first, the Seller shall reimburse Purchaser at a rate of \$85.00 USD per hour for reasonable actual labor costs directly related to removal and reinstallation of parts determined to be defective; such reimbursement amount shall be in Seller's sole discretion and Seller shall not reimburse any labor costs which it does not deem to be reasonable or directly related to removal and reinstallation. Seller shall also reimburse reasonable freight charges, excluding insurance, customs fees, duties, handling fees, and taxes. Seller shall not reimburse Purchaser for any parts repaired or replaced outside of the Seller's Warranty Claims Process unless express prior written authorization is granted by Seller's Warranty Department to Purchaser for such repair or replacement.

NO FAULT FOUND: In the event Seller determines, after evaluation of a returned part, that a defect does not exist, then Purchaser shall pay all expenses incurred by Seller related to the return including, but not limited to, costs incurred in shipping and evaluating the part and cost for any replacement part and restocking of the part. In addition, Seller shall not reimburse Purchaser for any costs related to the removal or reinstallation of such a part.

WARRANTY CLAIM PROCESS: Defective parts must be reported in writing to the Seller's Warranty Administration within fourteen (14) days of being found defective. Parts may be repaired or replaced with new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Purchaser complying with the Seller's Warranty Process as described in the Bell Helicopter VISTA Customer Portal and with the Seller's Warranty Administration disposition instructions for defective parts. Failure to properly comply with Seller's Warranty Process may, at Seller's sole option, void Seller's warranty as to the allegedly defective part.

RETURN SHIPMENT: Parts returned to Seller will be eligible for remedy under this warranty only if the part is carefully packed by the Purchaser for the return shipment. Damage occurring to a part due to improper packaging may result in the denial of a warranty claim. In the event that Seller determines a returned part to be damaged or unsalvageable due to improper packaging, the Purchaser will be billed repair or replacement cost incurred by Seller. The party initiating shipment bears the risk of loss or damage to parts in transit.

CORE RETURNS: Any core removed by Purchaser for which Seller has furnished a replacement part through the Warranty Process shall be shipped by Purchaser, with all historical service records, to a facility designated by Seller, within fourteen (14) days of receipt by Purchaser of the replacement part. Purchaser shall provide Seller with proof of shipment within fourteen (14) days following receipt of the replacement part. In the event that Purchaser fails to provide Seller with such proof of shipment within the fourteen (14) days or fails to provide the applicable historical service records, Purchaser shall be charged the invoiced value of the replacement part.

WARRANTY AND LIABILITY DISCLAIMERS AND EXCLUSIONS: THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (I) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Purchaser's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of the helicopter part, reimbursement of reasonable freight charges, and reimbursement of reasonable labor costs directly related to removal and reinstallation as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to work performed by third parties at Purchaser's request and with respect to engines, engine accessories, batteries, paint, radios, Garmin equipment, Honeywell equipment, and Purchaser furnished equipment or equipment manufactured by others and installed at Purchaser's request.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, normal wear and tear, erosion or corrosion. Seller makes no warranty and disclaims all liability for consumables which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

This warranty shall not apply to any helicopter part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole judgment, to affect its stability, safety or reliability. This warranty shall not apply to any helicopter part which has been subject to misuse, negligence or accident, or which has been installed in any aircraft which has been destroyed. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts. No person, corporation or organization, including Bell Authorized Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL AUTHORIZED CUSTOMER SERVICE FACILITIES, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.

CHOICE OF LAW AND JURISDICTION: This warranty shall be interpreted under and governed by the laws of the State of Texas. All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Fort Worth Division located in Fort Worth, Tarrant County, Texas. In the event that Purchaser files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims. In the event Purchaser files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in obtaining such dismissal or transfer.

EXHIBIT 1



A Textron Company

**Bell Helicopter Textron Inc.
Payment Policy**

In light of a rapidly evolving business environment in which a multitude of payment options are available to our domestic and international customers, for your convenience Bell Helicopter would like to reiterate the acceptable forms of payment for its goods and services. To ensure that you or your customer will receive goods or services without delay, we ask that all payments be made as set forth below.

The following payment methods are acceptable for each payment due under this Agreement:

1. WIRE TRANSFER:

A single wire transfer from Purchaser's bank account to Seller's bank account. Purchaser should exercise due care to ensure that the wire transfer accurately reflects that it is from Purchaser and make reference to the specific goods or services for which payment is being made. Any errors or unexplained references in the wire transfer could result in delays in processing and Acceptance as defined in Article 4.

Wire payments for invoices issued from Bell Helicopter Textron Inc. - Fort Worth should be routed as shown below. Payments on invoices issued from other Bell Helicopter locations should be paid to their appropriate banking institution. Please contact the Bell Helicopter location with whom you are dealing if there are any questions regarding these payments.

Wire transfers for Bell Helicopter Textron Inc. should be sent to:
JPMorgan Chase
One Chase Manhattan Plaza
New York, NY 10005
ABA No. 02-10-000-21
FOR THE ACCOUNT OF BELL HELICOPTER TEXTRON INC.
Account No. 910-1-332626
Swift No. CHASUS33

2. CHECK:

A single check drawn from the Purchaser's account in United States Dollars, issued by a United States bank or recognized international bank. Such check should be paid to the order of Bell Helicopter Textron Inc and indicate that it is from Purchaser and make reference to this Agreement.

3. IRREVOCABLE LETTER OF CREDIT:

Issued within thirty (30) calendar days following the date Purchaser executes this Agreement, confirmed by a United States bank and payable in United States Dollars, to be effective at least two (2) months before the Acceptance Month specified in Article 4 and to continue effective for a minimum of one (1) month thereafter. Said letter of credit shall be subject to the approval of Seller and interpreted under the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce. Additional restrictions or delivery terms not contained herein shall not be included in the letter of credit. All related bank charges shall be for the account of Purchaser. Payment to Seller under the letter of credit shall be made upon presentation to the bank of the following documents: a) four (4) signed copies of Seller's commercial invoices and b) a copy of an executed Certificate of Acceptance or Certificate of Acceptance with Waiver of Inspection and (c) in the case of shipment by ocean or air freight, a copy of an ocean/airway bill of lading evidencing shipment via commercial carrier.

4. CREDIT CARD / CASH:

For purchases other than aircraft, Bell may approve payment in the form of a credit card (American Express, MasterCard, Visa, Discover or Debit) or cash (up to US\$500) for certain smaller value spares, training or miscellaneous purchases. Credit card must be issued in your name or that of your company.

Payments not sent as set forth above may result in a delay in the delivery of goods and/or services or the return of such payment to the originator.

Handwritten initials in black ink, appearing to be "CW" and "M".
Initials

EXHIBIT 2



END-USE and END-USER STATEMENT

<p>The Intended End-User of this aircraft is:</p> <p>Name: Manatee County Sheriff's Office</p> <p>Address: 600 3rd BLVD. W. Suite 202 Bradenton FL, 34205</p>	<p>Aircraft Identification:</p> <p>Model: BELL 407 GXP</p> <p>Ship Serial Number:</p> <p>Delivery/Acceptance Date: May 2018</p>
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The Intended End-Use of this aircraft is (check all that apply):

- Commercial Transport (e.g. sightseeing)
- EMS
- Government/Military Transport
- Law Enforcement/Homeland Security
- Offshore
- Utility (e.g. Firefighting, Mosquito Control, Electronic News Gathering, etc.)
- VIP Transport
- Other (please specify): _____

The intended country where this aircraft will be registered:

The intended country or countries where this aircraft will be used:

United States _____

The undersigned hereby certifies that the information above is true and correct as of the date shown below, and agrees to notify Bell Helicopter as soon as practicable if any of the provided information changes prior to final delivery of the aircraft:

Capt. Ricc Hunter
Name _____

10/05/17
Date _____

CW VL
Initials