HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

Invitation to Bid No. 8-20

Title: FN 15[®] Patrol Carbines, Accessories and Trade-Ins

August 4, 2020

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

Hillsborough County Sheriff's Office Sheriff's Operations Center Financial Services Division - Purchasing Section 2008 East 8th Avenue Tampa, FL 33605

> Colleen Hensley, Buyer (813) 247-8068 CHensley@HCSO.Tampa.FL.US

INSTRUCTIONS TO BIDDERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and BID RESPONSE (PART D), which together with all attachments, constitute the entire "Bid Package". Said Bid Package must be the basis upon which all bids are offered and must be kept together and returned, intact, by the time and at the place specified herein. The Bidder must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and BID RESPONSE (PART D). Any questions concerning this Invitation to Bid (Bid) should be directed to the Buyer whose name appears above.

When awarded, the Bid Package becomes the "Contract Document". The Bidder's signature on the BID RESPONSE (Part D), constitutes Bidder's agreement to the terms therein. The signature on the Bid Package must be that of an Officer of the Company, or an individual authorized to commit the Company to a legal and binding Contract. READ THE ENTIRE BID PACKAGE CAREFULLY BEFORE SIGNING.

NOTICE TO BIDDERS

WHEN SUBMITTING A SEALED BID PACKAGE, CLEARLY MARK THE PACKAGE AS A BID DOCUMENT ON THE <u>OUTSIDE</u> OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.

INSTRUCTIONS TO BIDDERS 2

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PROPOSED SCHEDULE OF EVENTS	DATE
Bid Advertised / Posted to HCSO and OSD Websites	August 9, 2020
Deadline for Submission of Questions and Answers	August 13, 2020
DEADLINE TO SUBMIT BID	August 24, 2020
Award Notification Target Date	September 3, 2020

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HILLSBOROUGH COUNTY SHERIFF'S OFFICE 2008 East 8th Avenue Tampa, Florida 33605

SUBJECT: INVITATION TO BID 8-20

BID TITLE: FN 15[®] Patrol Carbines, Accessories and Trade-Ins

OPENING DATE & TIME: August 24, 2020 @ 3:00 PM

PLACE: Hillsborough County Sheriff's Office

Sheriff's Operations Center

Financial Services Division - Purchasing Section

2008 East 8th Avenue Tampa, FL 33605

Pursuant to Governor DeSantis' Executive Order 20-139: "*Phase 2: Smart. Safe. Step-by-Step. Plan for Florida's Recovery*" (Order), and since proper social distancing cannot be assured, the Bid opening, will *not* be open to the public. Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid opening will then be posted to the HCSO website https://TeamHCSO.com.

PART A - GENERAL TERMS AND CONDITIONS:

1. <u>Bids</u>: Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. <u>To prevent inadvertent opening</u>, the Bid must be marked as a BID DOCUMENT (including the Bid number, date, and time of Bid opening) on the outside of the envelope.

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your BID RESPONSE (PART D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the BID RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your BID RESPONSE (PART D).

- 2. <u>Bid Delivery</u>: The responsibility for getting the Bid to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such bids shall be returned to the Bidder with the notation "This Bid was received after the time designated for the receipt and opening of bids".
- 3. <u>On-Line Documents</u>: The HCSO is publishing documents on its website https://TeamHCSO.com for the convenience of companies wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a bid.

- 4. <u>Time for Consideration</u>: Bidder warrants, by virtue of bidding, the prices quoted in their response will be good for an evaluation period of 60 calendar days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their Bids after the opening time and date.
- 5. <u>Prices</u>: All bids submitted must show the <u>net bid price</u> after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination**. All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the successful Bidder.

The Bidder's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and <u>that all applicable taxes</u> <u>and fees shall be deemed to have been included in the BID RESPONSE (PART D) as part of the materials cost, when applicable.</u>

- 6. <u>Bid Errors</u>: When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Bidder.
- 7. <u>Condition of Materials and Packaging</u>: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.
- 8. <u>Claims</u>: The Awarded Vendor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
- 9. When to Make Delivery: Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.
- 10. <u>Information and Descriptive Literature</u>: Bidders must furnish all information requested in the Bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
- 11. <u>Bid Submittal Costs</u>: Submittal of a Bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.
- 12. <u>No Bid:</u> If you do not wish to submit a response to the Bid, please return the STATEMENT OF NO BID found on page 19. The "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
- 13. <u>Compliance with Occupational Safety and Health Act (OSHA)</u>: The Bidder certifies that all material/items contained in their response meets all OSHA requirements.
- 14. <u>Laws, Statutes, and Ordinances</u>: The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws, statutes, and ordinances of the State of Florida and Hillsborough County. Where State Statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, Florida Statutes, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

- 15. <u>Acceptance and Rejection</u>: The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.
- 16. Appropriations of Funds: The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.
- 17. <u>Protests</u>: Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Bids must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

The HCSO will have five (5) business days upon receipt of this notice to review and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Bidder or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).

The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision, and the basis upon which it was made, will be communicated to the Bidder within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

- 18. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat. If you submit a proposal in response to this Bid, you are certifying that §§287.132-.133, Fla. Stats. does not restrict your submission.
- 19. <u>Public Records</u>: Any material submitted in response to this Bid will become a public document pursuant to §119.07, Fla. Stat. This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla. Stat. The Bidder agrees to comply with §119.0701, Fla. Stat. regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

The HCSO requires that, at the conclusion of the selection process, the contents of all bids be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained

within a bid must be clearly stated in the Bid itself. Proprietary information submitted in response to the Bid will be handled in accordance with applicable Florida Statutes.

If the Bidder has questions regarding the application of Chapter 119, Florida Statutes, to the Bidder's duty to provide public records relating to this Contract, contact the custodian of public records at: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, Phone (813) 247-8210 or email at HCSORecords@HCSO.Tampa.FL.US

20. Specifications: See PART C - SPECIFICATIONS.

CHAD CHRONISTER, SHERIFF HILLSBOROUGH COUNTY, FLORIDA

Christina R. Porter, CPA Chief Financial Officer

General Terms and Conditions outlined above are ac	knowledged. Our Bid is attached.
Company Name	
Print Name	Title

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 21. EACH COMPANY'S BID, AND ANY CLARIFICATIONS TO THAT BID, AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE, EXCEPTIONS (PART D, PARAGRAPH 1).

PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure firm, fixed pricing for the procurement of patrol carbines to include magazines, sling adapters and slings with a trade-in allowance for existing agency-issued weapons, magazines and parts.

2. SPECIFICATIONS AND SCOPE OF WORK

The requirements of this Bid include the procurement of FN 15[®] Patrol Carbines and associated accessories to include trade-in of existing agency-issued weapons, magazines and parts as identified in SPECIFICATIONS (PART C).

The items as specified herein are to be delivered to the location below:

Hillsborough County Sheriff's Office Walter C. Heinrich Practical Training Site 14063 County Road 39 Lithia, Florida 33547

3. ESTIMATED QUANTITIES

HCSO will require delivery of an initial order of approximately 50 FN 15® Patrol Carbines with accessories as identified in BID RESPONSE (PART D). Additional orders will be placed on an as-needed basis.

Estimated quantities, if provided, are furnished as a guide for preparing the BID RESPONSE (PART D), and should not be construed as representing actual quantities to be purchased under this Bid.

4. COMMUNICATION BETWEEN PARTIES

All questions in regard to this Bid are to be directed, in writing, to the Buyer: Colleen Hensley at Purchasing@HCSO.Tampa.FL.US, or by fax at (813) 242-1826. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the notice of award.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at https://TeamHCSO.com. This will include Q & A responses, amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

5. SUBSTITUTION

The Vendor shall not substitute items for like items. Any violation of such procedure will be considered cause for cancelation.

6. BIDDER QUALIFICATIONS

Bidders for the FN 15® Patrol Carbines must be FN® Law Enforcement authorized distributors and shall provide supporting documentation of distributorship with the BID RESPONSE (PART D). All Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have

adequate equipment, finances, and personnel to furnish the item or service offered satisfactorily and expeditiously. The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to the award of any contract, for determining the ability to meet terms and conditions as set forth herein.

The Vendor Packet attached as APPENDIX I must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).

7. BRAND NAMES

The information listed for the equipment or materials requested is provided to establish a standard of quality. The HCSO will not allow substitutions to the brand name, model number, or the configuration of the patrol carbine requested. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished with the Bid Response.

8. CONFLICT OF INTEREST

The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, Fla. Stat. regarding Standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

9. <u>AWARD</u>

Award shall be made to the most responsible and responsive Bidder, meeting specifications, price and other factors considered. At a minimum, the HCSO intends to use the following criteria, listed in no particular order of importance, to best fulfill the needs of the HCSO:

- a. Price of new patrol carbines and accessories,
- b. Availability and delivery of new patrol carbines and accessories,
- c. Trade-in allowance for existing weapons, magazines and parts, and
- d. Availability for pick-up of trade-in weapons, magazines and parts.

The HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO.

In the event two (2) or more Bidders have submitted the lowest and best bids, preference may be given in the award in the following order. First, to the Bidder who has their principal place of business in Hillsborough County; second, to the Bidder who has a place of business in Hillsborough County; and third, if the Bidders involved in the "tie bid" situation are all located inside/outside Hillsborough County, the toss of a coin may be used to break the tie.

Award or No Award notifications will be sent to all Bidders. Bid results will be available on the HCSO website https://TeamHCSO.com.

10. BID OPENING

Bidders are welcome to attend the Bid opening where Bidder names will be read and unit prices read if requested. Award will be dependent upon the determination that the Bids are responsive, Bidders are responsible, evaluation criteria stated in the Bid document and any other evaluation criteria deemed relevant and beneficial. Bids and Bidders determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Bid prices and Bidder rankings, if applicable, will be published at the time of Award. All Bidders responding with a Bid will receive a copy of the Bid tabulation.

11. CONTRACT PERIOD

The Contract shall be effective for one (1) year from the date of award. By written mutual consent between the HCSO and the Vendor, the Contract may be extended on an annual basis for up to three (3) additional one (1) year periods.

12. ESCALATION/DE-ESCALATION

The HCSO will allow an escalation/de-escalation provision in this Bid. The escalation/de-escalation will be allowed provided the Awarded Vendor(s) notify the HCSO's Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each one (1) year period for which the Bid was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease, and the applicable Bid Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.

13. ADDITION/DELETION

The HCSO reserves the right to add or delete any items from this Bid or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the Chief Financial Officer (CFO). The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Vendor's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Bid tabulation/price sheet.

14. <u>CANCELATION</u>

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be canceled by the following means:

- a) 10 calendar days' written notice with cause, or;
- b) 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancelation may be invoiced to the HCSO, and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

PART B – SPECIAL PROVISIONS 10

15. DEFAULT

The Contract may be canceled or annulled by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Vendor(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Vendor to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Vendors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.

16. NEXT BEST BIDDER

In the event of a default by the Awarded Vendor, or cancelation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded Vendor shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.

17. DELIVERY

The HCSO would prefer bulk delivery of items. Product(s) ordered shall be delivered in accordance with estimated time for delivery identified in BID RESPONSE (PART D). Failure to do so shall be considered a breach of Contract or default and the HCSO may utilize its options as stated herein.

Any backordered product(s) shall be made available within 60 calendar days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO's Financial Services Division shall to be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

18. <u>EMERGENCY</u>

If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.

19. INVOICING AND PAYMENTS

The Awarded Vendor shall invoice the HCSO for material(s)/item(s) as delivered. All invoices must have a unique invoice number and include: shipping location, description and quantity of items shipped, stock number, and unit price. Include the HCSO purchase order number on invoices unless payment is made by HCSO Purchasing Card. Payment shall be made in accordance with §215.422, Fla. Stat. which states the Vendor's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.

Invoices shall be emailed to AccountsPayable@HCSO.Tampa.FL.US.

ACH and HCSO Purchasing Card are preferred methods of payment, and available upon request and authorization. Please inquire at AccountsPayable@HCSO.Tampa.FL.US or at (813) 247-8276.

20. EXCEPTIONS TO BID

All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C). Such deviations should be stated upon the BID RESPONSE (PART D), or appended thereto. Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the BID RESPONSE (PART D), said Bid Response will be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Bidder by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).

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PART C - SPECIFICATIONS

1. <u>IN GENERAL</u>

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to purchase of FN 15[®] Patrol Carbines and associated accessories with a trade-in allowance for existing agency-issued weapons, magazines and parts.

2. SPECIFICATIONS AND SCOPE OF WORK

The requirements of this Bid include an initial procurement of the items below:

- a. 50 FN 15® Patrol Carbines Model 36309 with one (1) magazine
- b. 50 Magpul® PMAG® 30 AR/M4 GEN M2 MOE® Magazines
- c. 50 Midwest Industries Inc.® Model MCTAR-13HD Sling adapters
- d. 50 Magpul® MS3® Gen 2 Model MAG514 Slings Black

After the initial purchase, items will be ordered on an as-needed basis.

3. ADDITIONAL INFORMATION

- a. Bidders for the FN 15[®] Patrol Carbines must be FN[®] Law Enforcement authorized distributors and shall provide supporting documentation of distributorship with the BID RESPONSE (PART D).
- b. Warranty: Patrol carbines furnished under the Award(s) resulting from this Bid shall be covered by the most favorable commercial warranty given any customer for such carbines, and the rights and remedies provided therein. The warranty period shall be indicated in the BID RESPONSE (PART D). A copy of the warranty shall be furnished with the BID RESPONSE (PART D).

4. TRADE-INS

- a. A listing of HCSO-issued weapons, magazines and parts available for trade-in is located in EXHIBIT A <u>HCSO Trade-In Items</u>. All parts listed are new.
- b. Bidders must complete EXHIBIT A to include responses for trade-in quantities and amounts by item. Bidders must disclose any restrictions on items to be accepted for trade-in in BID RESPONSE (PART D), Paragraph 1 Exceptions.

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PART C - SPECIFICATIONS 13

PART D - BID RESPONSE

The undersigned understands that this Bid Package **must be signed in ink** and that an **unsigned** Bid Package will be considered nonresponsive and subject to rejection by the Hillsborough County Sheriff's Office (HCSO). **The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.**

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) AND SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS BID.

* * * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 20 OF THE SPECIAL PROVISIONS (PART B).

1.	EXCEPTIONS: The followin GENERAL TERMS AND CO SPECIFICATIONS (PART C	ng represents every deviation (itemized by ONDITIONS (PART A), SPECIAL PRO C) upon which this Bid Package is based,	number) to the foregoing VISIONS (PART B) and to wit:
	 		

PART C - SPECIFICATIONS 14

2. PRICING

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the item(s) required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted in the BID RESPONSE (PART D). All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award may be cause for cancelation of award.

We hereby propose to furnish the below described item(s) in accordance with the Bid Package, except as noted on attached Exceptions Form:

Estimated time for delivery shall be the total number of business days for delivery ARO.

	NEW PATROL CARBINE						
Item	Description	Quantity	UOM	Item No.	Delivery ARO	Unit Price	Total Price
A	FN 15® Patrol Carbine Model 36309	50	Each		days	\$	\$
	ACCESSORIES						
В	Magpul® Industries PMAG®30 AR/M4 GEN M2 MOE® Magazine Model MAG571	50	Each		days	\$	\$
С	Midwest Industries Inc. ® Heavy Duty Sling Adapter Model MCTAR-13HD	50	Each		days	\$	\$
D	Magpul® Industries MS3® Gen 2 Sling Black Model MAG514	50	Each		days	\$	\$

We hereby propose to accept item(s) for trade-in, as noted on EXHIBIT A – <u>HCSO TRADE-IN ITEMS</u>, except as noted on attached Exceptions Form, in accordance with the Bid Package.

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ity. A copy of the warranty shall be furnish	led with the BID RESPONSE (PART D).
E IN CCHEDIH E	
<u>E-IN SCHEDULE</u>	
suggest a quantity and pickup schedule.	
ACD ODDED HYGERYGEYONG	
OOR ORDER INSTRUCTIONS	
be the preferred method of contact to place	an order.
:	Fax:

PART D – BID RESPONSE

6. AFFIRMATION AND DECLARATION

Respectfully submitted by.

At this present time, we understand all requirements and warrant that as a serious Bidder we will comply with all the stipulations included in the Bid Package. The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.

The below named Bidder affirms and declares:

- a) That Bidder is of lawful age and that no other person, firm, or corporation has any interest in this Bid offered to be entered into;
- b) That this Bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud:
- c) That the Bidder is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- d) That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly or indirectly, surety or otherwise in this Bid Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Bid shall remain open for 60 days following the opening of Bids.

Company Name:	
Print Signer's Name	Date
Signature of Company Officer	Title

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

REFERENCE LIST

Provide a minimum of three (3) references of customers in which you supplied a similar service or commodity. Do not include Hillsborough County Sheriff's Office as one of your references.

1.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity Provided	
2.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity Provided	
3.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity Provided	

REFERENCE LIST 18

STATEMENT OF NO BID

NOTE: If you do not intend to respond to this Invitation to Bid, please return this form immediately to:

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

Email: Purchasing@HCSO.Tampa.FL.US or Fax (813) 242-1826

We, the undersigned, have declined to respond on Bid No. 8-20 fo Ins for the following reasons:	or FN 15 [®] Patrol Carbines, Accessories and Trade
Specifications too "tight", i.e., geared toward one brand or	manufacturer only (explain below).
Insufficient time available to respond to the Bid.	
Product is not offered.	
Performance during specified timeframe is precluded due	to prior commitments.
Unable to meet specifications.	
Unable to meet Bond Requirements.	
Specifications unclear; explain below.	
Other (specify below):	
We understand that if the STATEMENT OF NO BID is not executhe list of qualified Vendors for the Hillsborough County Sheriff's	
(PLEASE PRINT)	
COMPANY NAME	DATE
COMPANY OFFICER	TITLE
TELEPHONE NUMBER	
SIGNATURE	

STATEMENT OF NO BID 19

BID CHECKLIST

Company Name:			
Include this checklist as a cover page with your Bid Package:			
	ONE (1) ORIGINAL AND ONE (1) COPY of the entire Bid Package.		
	SIGNATURES required PARTS A and D. Any Addenda or Amendments (Signatures required).		
	Completed PART D including <u>Pricing</u> and <u>Affirmation and Declaration</u> signature page. APPENDIX I - <i>Vendor Packet</i> to include completed Vendor Application, W9 and Business Tax Receipt or other government issued business license.		
	Proof of Authorized Distributorship Manufacturer literature and warranty information.		

BID CHECKLIST 20

Below is an example of the information required on the OUTSIDE of your Bid Package. You may use this as a label if you wish.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE SHERIFF'S OPERATIONS CENTER ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION 2008 EAST 8TH AVE TAMPA FL 33605

BID PACKAGE SUBMITTAL

From:

BID #8-20

FN 15® Patrol Carbines, Accessories and Trade-Ins

OPENING DATE/TIME: August 24, 2020 @ 3:00 PM

PACKAGE LABEL 21