



Cal Henderson, Sheriff

HILLSBOROUGH COUNTY
TAMPA, FLORIDA 33601

PURCHASING OFFICE
P.O. BOX 3371
PHONE 813-247-8050
FAX 813-247-0907

January 18, 2000

FISCAL DIVISION
2008 E. 8th Avenue
Tampa, FL 33605

Christopher G. Back, Buyer
(813) 247-8023

BID TITLE: Web Gear

BID NUMBER: 8-00

INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Provisions (Part A); the Special Provisions (Part B); and the Bid Proposal (Part C), which together with all attachments, constitute the entire "Bid Package". Said bid package must be the basis upon which all bid proposals are offered and the same (the entire bid package) must be kept together and returned, intact, by the time and at the place herein specified. The bidder must manually sign the General Terms and Provisions (Part A) and Bid Proposal (Part C). Any questions concerning this bid package 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 constitutes Bidder's agreement to the terms therein. **READ THE ENTIRE BID CAREFULLY BEFORE SIGNING.**

NOTICE TO BIDDERS

WHEN SUBMITTING A SEALED BID, ALL BIDS SHOULD BE CLEARLY MARKED AS A BID DOCUMENT. THIS IDENTIFICATION SHOULD INCLUDE THE BID NUMBER, BID TITLE AND DATE DUE ON THE OUTSIDE OF THE ENVELOPE.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 E 8th Avenue
Tampa, FL 33605

January 18, 2000

VENDOR:

**Insert Company Name
& Address Here**

SUBJECT: Request for Bid Number 8-00

BID TITLE: Web Gear

OPENING DATE & TIME: February 1, 2000 @ 3:00 pm

PLACE: Sheriff's Operation Center
Purchasing Office, Room 125
2008 E 8th Avenue
Tampa, FL 33605

Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated above.

PART A - GENERAL TERMS AND PROVISIONS:

1. Bids: Must be contained in a SEALED envelope addressed to: Cal Henderson, Sheriff, 2008 E 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the bid must be marked as a BID DOCUMENT(including the bid number) on the outside of the envelope.

If our specifications, when included in our Request for Bid, are not returned with your bid, and no specific reference is made to them in your bid, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, vendor's or manufacturer's specifications which accompany the bid 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.

2. The responsibility for getting the bid to the Sheriff's Office on or before the stated time and date will be solely and strictly the responsibility of the bidder. The Sheriff 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 vendor unopened with the notation "This Bid Was Received After the Time Designated For the Receipt and Opening of Bids".
3. On-Line Documents: The Hillsborough County Sheriff's Office is publishing documents on it's web page for the convenience of vendors wanting to do business with the Sheriff and to save tax dollars. This service is public record and the Sheriff 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. Time for Consideration: Bidder warrants by virtue of bidding the prices quoted in his bid will be good for an evaluation period of thirty (30) 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. Prices: All bids submitted must show the net bid price after any and all discounts allowable have been deducted. State sales tax and federal excise taxes shall not be included as the Sheriff's Office is tax-exempt. The Sheriff will issue exemption certificates submitted to the successful bidder when requested. Prices quoted is/are to be F.O.B. Destination.
6. Bid Errors: When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must initialed in ink by the bidder.
7. Condition of Materials & Packaging: Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this bid shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
8. Claims: The successful bidder 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 Sheriff's Office. It is the bidder's responsibility to obtain this information.
10. Manufacturer's Name: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the Sheriff's Office and such determination shall be final and binding upon all bidders.
11. Information and Descriptive Literature: Bidder must furnish all information requested in the bid. If specified, each bidder must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
12. Bid Submittal Costs: Submittal of a bid is solely at the cost of the bidder and the Sheriff's Office in no way is liable or obligates itself for any cost accrued to the bidder in coming up with the Bid Submittal.
13. No Bid: If the receipt of this request for quotation is not acknowledged, Bidder's name may be removed from the bidders' mailing list.
14. Compliance with Occupational Safety and Health Act: Bidder certifies that all material, equipment, etc., contained in his bid meets all O.S.H.A. requirements.
15. Acceptance and Rejection: The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all bids, for cause, to waive irregularities, if any, in any bid, and to accept the bid or bids which in the judgement of the Sheriff is in the best interest of Hillsborough County.
16. Public Entity Crimes: Pursuant to Florida Statute 287.132 and 287.133, effective July 1, 1989, the Hillsborough County Sheriff, as a public entity, may not accept any bid or proposal from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (currently \$10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

If you submit a bid or proposal in response to this request, you are certifying that Florida Statute 287.132 and 287.133 does not restrict your submission.

17. Specifications are attached.

CAL HENDERSON, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

- Signature on File -

By _____
J.H. Shillady
Comptroller

18. General Terms and Provisions outlined above are acknowledged. Our quotation is attached.

Date _____

Signed _____
Company Officer

Company Name

NOTE: THIS MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 17. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE SPECIFICATION PAGE OR IN YOUR QUOTATION.

PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of these specifications is to describe the annual requirements of the Hillsborough County Sheriff's Office for Web Gear to be purchased over a one year period. The total estimated annual expenditure is \$22,000.00.

2. SCOPE

The requirements of this bid include furnishing and delivering the commodities as specified herein to our delivery locations as noted below:

Orient Road Jail
Warehouse Supply Section
1201 Orient Road
Tampa, FL 33619

3. WAREHOUSE REQUIREMENTS

All items herein will be maintained as stock or be readily available items to the awardee. Awardee must maintain a sufficient inventory of such items as to provide delivery, complete, within a maximum period of thirty (30) calendar days from receipt of order to arrival of goods at the specified location.

4. BRAND NAMES

Brand names, when furnished, are for reference purposes and to establish a standard of quality. We are requesting "NO SUBSTITUTION" on brand or style numbers indicated in this Bid for the purpose of uniformity and approved safety standards in issuance of uniform equipment to our personnel.

5. ESTIMATED QUANTITIES

Estimated quantities are furnished as a guide for preparing the bid and should not be construed as representing actual quantities to be purchased under this bid. The Hillsborough County Sheriff's Office 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 County.

6. AWARD

Award shall be made to the lowest responsible and responsive bidder meeting specifications, price and other factors considered. The Sheriff's Office reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the Hillsborough County Sheriff.

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

Award notification will be sent to vendors receiving a bid award. Bid results will be available at our web site <http://www.hcso.tampa.fl.us>, on the Purchasing Page. If you do not have internet access, and would like a copy of the bid results, contact the Purchasing Office at (813) 247-8034.

7. CONTRACT PERIOD

The contract shall be effective for one year from the date of award.

8. DEFAULT

The contract may be canceled or annulled by the Hillsborough County Sheriff's Fiscal Director in whole or in part by written notice of default to the awardee upon non-performance or violation of contract terms. An award may be made to the next low responsive & responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. Failure of the contractor to deliver materials or services within the time stipulated in these specifications, unless extended in writing by the Fiscal Director, shall constitute default. Vendors who default on contracts may be removed from the vendor mailing lists for future contracts at the discretion of the Fiscal Director.

9. CANCELLATION

When deemed to be in the best interest of the Hillsborough County Sheriff's Office, any contract(s) resulting from this specification may be canceled by the following means:

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

10. NEXT LOW BIDDER

In the event of a default by the awarded vendor, the Hillsborough County Sheriff's Office reserves the right to utilize the next low responsive & responsible bidder as the new awardee. In the event of this occurrence, the next low responsive & responsible bidder shall be required to provide the bid items at the prices as contained on their proposal for this specification for the remainder on the award period.

11. DELIVERY

Material(s) ordered shall be delivered within thirty (30) calendar days After the Receipt of the Order (ARO). Failure to do same shall be considered default and the Sheriff's Office shall utilize its options as stated herein.

Any back-ordered materials shall be made available within fifteen (15) calendar days of the time of back-order (original date of receipt). If the back-order cannot be filled within the time frame of this requirement, then the Hillsborough County Sheriff's Fiscal Division is to be notified, in writing, thus permitting the Hillsborough County Sheriff's Office to obtain the required materials and/or exercise its options as stated herein.

12. SUBSTITUTION

The awardee(s) shall not substitute items for like items unless there has occurred some mishap causing a shortage of said items. Such measures may only be enacted after verifying that it will be allowed by the Hillsborough County Sheriff. Any violation of such procedure will be considered cause for cancellation. All substitutes will be annotated as such on the shipping documents.

13. EXCEPTIONS TO BID

All bid submittals must clearly and with specificity detail all deviations to the exact requirements imposed upon the Bidder by the General Terms and Provisions (Part A) and Special Provisions (Part B). Such deviations should be stated upon the Bid Proposal (Part C) or appended thereto. Bidders are hereby advised that the Hillsborough County Sheriff will only consider bid proposals that meet the specifications and other requirements imposed upon them by this bid package. In instances, where an exception is stated upon the Bid Proposal (Part C), said bid proposal will be subject to rejection by the Hillsborough County Sheriff in recognition of the fact that said bid proposal does not meet the exact requirements imposed upon the Bidder by the General Terms and Provisions (Part A) and the Special Provisions (Part B).

14. INVOICING AND PAYMENTS

Vendors may invoice the Hillsborough County Sheriff's Office, in duplicate, for material(s) orders as shipped.

The invoice shall show: Shipping location; Items shipped, quantity and stock number.

Always show purchase order number on invoices.

Payment shall be made in accordance with Section 215.422, F.S., which state the contractors rights and the Sheriff's Office responsibilities concerning interest penalties and time limits for payment of invoices.

Invoices should be mailed to: Hillsborough County Sheriff
Attention: Fiscal Bureau
P.O. Box 3371
Tampa, FL 33601

15. WARRANTIES/GUARANTEES

It shall be the Awardee's responsibility to submit, at the time of shipment, the original manufacturer's warranty of the material(s) supplied. VENDORS SHALL submit, in writing, a detailed explanation of the procedure(s) they will follow to accomplish the replacement, WITH THEIR BID. Replacement shall be finalized within two (2) weeks of reporting of the defect.

The material(s) shall be guaranteed to be free of defect of composition, conception and workmanship for a period of at least one (1) year from the date of acceptance. Any parts or portion found not in accordance with this specification will be rejected and returned to the awardee at the their expense for immediate replacement.

The undersigned understands that this Bid Proposal **must be signed** in ink and that the **unsigned** Bid Proposal will be considered incomplete and subject to rejection by the Hillsborough County Sheriff's Office.

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

* * * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

BID PROPOSAL TO BE CONSIDERED BY THE HILLSBOROUGH

COUNTY SHERIFF'S OFFICE

EXCEPTIONS TO BID: NOTES - ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PROPOSAL TO BE REJECTED BY THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE. **ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 13 OF THE SPECIAL PROVISIONS (PART B).**

1. The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions (Part A) and the Special Conditions (Part B), upon which this Bid Proposal is based, to wit:

V
E
N
D
O
R

**Insert Company Name
& Address Here**

ITEM #	ITEM/SPECIFICATION	UNIT	UNIT PRICE
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The following items are all manufactured by Michaels of Oregon Co., the Uncle Mike's line. No Substitutes will be accepted.

1.	Ultra Duty Belt, 2" width with Velcro hook inside, Uncle Mike's Nos. 8776-1, 8777-1, 8778-1 & 8779-1, sizes Small thru X-Large	each	\$_____
2.	Ultra Inner Duty Belt, 2" width with Velcro loop outside, Uncle Mike's Nos. 8781-1, 8782-1, 8783-1 & 8784-1, sizes Small thru X-Large	each	\$_____
3.	Belt keepers, Nylon Web for 2" belt, black snaps, Uncle Mike's No. 8865-1, 4 per set	set	\$_____
4.	Duty Holster, High Ride, for various weapon types, both right & left hand, Uncle Mike's Nos. 9618-1 & 2, 9620-1 & 2, 9622-1 & 2, 9623-1 & 2, 9624-1 & 2, 9625-1 & 2, and 9630-1 & 2	each	\$_____
5.	Duty Cuff Case, for single pair of hand cuffs, Uncle Mike's No. 8878-1*	each	\$_____
6.	Fitted Double Magazine Cases with insert, single row & double row, Uncle Mike's Nos. 8836-1 & 8837-1*	each	\$_____
7.	Double Magazine Case for large frame Glock magazines, Uncle Mike's No. 8826-1	each	\$_____
8.	Universal Speedloader Case, double model, Uncle Mike's No. 8828-1*	each	\$_____
9.	Aerosol Chemical Agent Case, for Large canister, Uncle Mike's No. 8869-1	each	\$_____
10.	Aerosol Chemical Agent Case, for Small canister, Uncle Mike's No. 8877-1	each	\$_____
11.	ASP Baton Holder, to fit F-21 baton, Uncle Mike's No. 8882-1	each	\$_____

ITEM #	ITEM/SPECIFICATION	UNIT	UNIT PRICE
12.	Radio Case, fitted, complete with Swivel Belt Loop, Uncle Mike's No. 8880-1	each	\$ _____
13.	Mini-Lite Case, with Velcro flap, Uncle Mike's No. 8867-1	each	\$ _____
14.	Knife Case, with Velcro flap, Uncle Mike's No. 8893-1	each	\$ _____
15.	Pager Case, small, with Velcro flap, Uncle Mike's No. 8852-1	each	\$ _____
16.	Pager Case, medium, with Velcro flap, Uncle Mike's No. 8853-1	each	\$ _____
17.	Latex Glove Pouch, Uncle Mike's No. 8887-1	each	\$ _____

* Model and brand of weapon to be provided at time of order.

3. BID TITLE: Web Gear

BID NUMBER: 8-00

VENDOR:

**Insert Company Name
& Address Here**

Check One: () Proprietorship

() Partnership

() Corporation

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____

WAREHOUSE ADDRESS IF DIFFERENT FROM ABOVE: _____

TELEPHONE NUMBER FOR PLACING ORDERS: (_____) _____

FAX NUMBER FOR PLACING ORDERS: (_____) _____

CONTACT PERSON: _____

OUR COMPANY HAS BEEN IN BUSINESS UNDER ITS PRESENT NAME SINCE: _____

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in the bid package.

The above named Bidder affirms and declares:

1. that the Bidder is of lawful age and that no other person, firm or corporation has any interest in this proposal or in the contract proposed to be entered into;
2. that this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud;
3. that the Bidder is not in arrears to Hillsborough County or the Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
4. that no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this proposal; 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, if awarded the Bid, to complete delivery within thirty (30) calendar days after receipt of orders. The undersigned agrees, also, that this bid shall remain open for thirty (30) calendar days following the opening of bids.

Respectfully submitted,

PLEASE PRINT

-

By _____

Title _____

Date _____

Signature _____

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately to:

HILLSBOROUGH COUNTY SHERIFF
FISCAL BUREAU
P.O. BOX 3371
TAMPA, FL 33601

We, the undersigned, have declined to bid on your Bid No. 8-00 for Web Gear for the following reasons:

____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

____ Insufficient time to respond to the Invitation for Bid.

____ We do not offer this product or an equivalent.

____ Our Product schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet Bond Requirements.

____ Specifications unclear (explain below).

____ Remove our company from your bid list.

____ Other (specify below)

We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the list of qualified bidders for the Hillsborough County Sheriff's Office.

PLEASE PRINT - COMPANY NAME _____

COMPANY OFFICER _____

TELEPHONE NUMBER _____

DATE _____

SIGNATURE _____