



Invitation to Bid  
3-15  
Hornady 9MM Luger Ammunition

March 19, 2015

Office of the Comptroller  
2008 E. 8<sup>th</sup> Avenue  
Tampa, Florida 33605



Laurie Gustum, Buyer  
(813) 247-8053  
lgustum@hcsso.tampa.fl.us

#### INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Provisions (Part A); the Special Provisions (Part B); and the Bid Response (Part C), which together with all attachments, constitute the entire "Bid Package". Said Bid Package must be the basis upon which all bids are offered and the same (the entire Bid Package) must be kept together and returned, intact, by the time and at the place (Part C) specified herein. The Bidder must manually sign the General Terms and Provisions (Part A) and Bid Response. Any questions concerning this request for 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. 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 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. 8<sup>th</sup> Avenue  
Tampa, Florida

VENDOR NAME: \_\_\_\_\_

SUBJECT: INVITATION TO BID 3-15

BID TITLE: Hornady 9MM Luger Ammunition

**OPENING DATE & TIME: April 3, 2015 @ 3:00 PM**

PLACE: Sheriff's Operation Center  
Office of the Comptroller, Room 125  
2008 E. 8th Avenue  
Tampa, FL 33605

PART A - GENERAL TERMS AND PROVISIONS:

1. Bids: Must be contained in a SEALED envelope addressed to: David Gee, 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, 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, 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 Response 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 Bidder unopened with the notation "This Bid Was Received After the Time Designated For the Receipt and Opening of Bid's".
3. On-Line Documents: The Hillsborough County Sheriff's Office is publishing documents on its website ([www.hcso.tampa.fl.us](http://www.hcso.tampa.fl.us)) 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 response will be good for an evaluation period of forty-five (45) 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. **Prices quoted are to be F.O.B. Destination.** State sales tax and federal excise taxes shall not be included as the Sheriff's Office is tax-exempt. The Sheriff will issue tax exemption certificates to the successful Bidder when requested.

6. The Bidder's attention is directed to laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this bid and that all applicable taxes and fees shall be deemed to have been included in the Bid Response as part of the commodity cost, when applicable.  
  
Payment shall be made in accordance with § 215.422, Fla. Stat. (2015), which states the contractor's rights and the Sheriff's Office responsibilities concerning interest penalties and time limits for payment of invoices .
7. Bid Errors: 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.
8. Condition of Materials and Packaging: 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, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
9. Claims: The successful Bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
10. 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.
11. 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.
12. 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 responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
13. 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 incurred by the Bidder in preparing the Bid Package.
14. No Bid: If the receipt of this request for bid is not acknowledged, Bidder's name may be removed from the Sheriff's mailing list.
15. Compliance with Occupational Safety and Health Act: Bidder certifies that all material/items contained in his response meets all O.S.H.A. requirements.
16. Acceptance and Rejection: The Sheriff, Hillsborough County, Florida, 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 is in the best interest of Hillsborough County.
17. Protests: Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all bids will submit a notice of protest in writing within 72 hours (excluding official holidays, Saturdays and Sundays) to the Office of the Comptroller by registered mail.

The Bid evaluation committee will have five (5) working days upon receipt of this notice to meet and consider the dispute as written. The evaluation committee 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 evaluation committee will make a recommendation to the Office of the Comptroller.

After review of the evaluation committee recommendation and the dispute notice, the Office of the Comptroller will make a recommendation to the Sheriff. The decision of the Sheriff will be communicated to the Bidder in writing. This decision and the basis upon which it was made will be communicated within five (5) working days following the receipt of the recommendation from the evaluation committee. The decision of the Sheriff shall be final.

- 18. Public Entity Crimes: Pursuant to §§ 287.132-133, Fla. Stats. (2015), 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 § 287.017, Fla. Stat. (2015), for Category Two (currenty \$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. (2015).

If you submit a bid or proposal in response to this request, you are certifying that §§ 287.132-133, Fla. Stats. (2015) does not restrict your submission.

- 19. Public Record: Any material submitted in response to this Bid will become a public document pursuant to § 119.07, Fla. Stat. (2015). 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. (2015). The awarded vendor agrees to comply with § 119.0701, Fla. Stat. (2015) regarding maintenance and provision of access to all public records generated by this contract with the Hillsborough County Sheriff's Office.
- 20. Specifications are attached.

DAVID GEE, SHERIFF  
HILLSBOROUGH COUNTY, FLORIDA

--Signature on File--  
By:

\_\_\_\_\_  
Christina R. Porter, CPA  
Comptroller

- 21. General Terms and Provisions outlined above are acknowledged. Our bid is attached.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Company Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Company Officer

PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of these specifications is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) for the initial purchase of three hundred fifty (350) cases of Hornady 9 MM Luger+P 135 gr. FlexLock® ammunition (Hornady Item #90225). Subsequent purchases will be as needed and in lesser quantities, estimated at one hundred fifteen (115) cases/year.

2. SPECIFICATIONS AND SCOPE OF WORK

The requirements of this bid include providing the items as specified above and in accordance with the requirements as stated in Paragraph 4, Brand Names, below.

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

**Any freight, packaging or shipping charges should be included in your bid price.**

3. ESTIMATED QUANTITIES

Based on historical data, subsequent purchases are estimated at one hundred fifteen (115) cases/year.

Estimated quantities, if provided, are furnished as a guide for preparing the Bid Response and should not be construed as representing actual quantities to be purchased under this Invitation for Bid.

4. BRAND NAMES

We are requesting "NO SUBSTITUTIONS" on the brand name and product number indicated in this bid document.

5. VENDOR QUALIFICATIONS

Vendors 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 Hillsborough County Sheriff's Office reserves the right to inspect the vendor's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.

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 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 his/her 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 will be used to break the tie.

Award notification will be sent to vendors receiving a bid award. Bid results will be available on the Hillsborough County Sheriff's Office website <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. BID OPENING

Bidders are welcome to attend the bid opening where Bidder names will be read and unit prices read if requested. Award however will be dependent upon the determination that Bidders are both Responsive and Responsible and any other evaluation criteria stated in the bid document. 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.

8. CONTRACT PERIOD

The contract shall be effective for one (1) year from the date of award. By written mutual consent between the Hillsborough County Sheriff's Office and the vendor, the contract may be extended on an annual basis for up to Two (2) additional years.

9. ESCALATION/DE-ESCALATION

The Hillsborough County Sheriff's Office will allow an escalation/de-escalation provision in this bid. The escalation/de-escalation will be allowed provided the Vendor(s) notify the Hillsborough County Sheriff's Office of the Comptroller of the pending increase/decrease a minimum of thirty (30) calendar days prior to the end of the first six (6) month 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.

10. ADDITION/DELETION

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 HCSO. Any additions or deletions to the bid will be considered amendments. Any additions or deletions to the awarded contract will constitute a change order and will be executed in writing and approved by the Comptroller. The change order will consist of a memo to the Comptroller describing the justification for the item addition accompanied by the vendor's written, fixed price quote for each item to be added. If approved by the Comptroller, the item will be added to the contract and recorded on the original bid tabulation/price sheet.

11. CANCELLATION

When deemed to be in the best interest of the Hillsborough County Sheriff's Office, any contract(s) resulting from this Bid 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.

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 cancellation may be invoiced to the Hillsborough County Sheriff's Office and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

12. DEFAULT

The contract may be canceled or annulled by the Hillsborough County Sheriff's Office of the Comptroller in whole or in part by written notice of default to the Vendor upon non-performance or violation of contract terms. An award may be made to the next lowest responsive and responsible bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Vendor to deliver materials or items within the time stipulated in this Bid, unless extended in writing by the Comptroller, shall constitute contract default. Vendors who default on contracts may be removed from the HCSO approved vendor lists and determined ineligible for future contracts at the discretion of the Comptroller.

13. 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 and responsible Bidder as the new awardee. In the event of this occurrence, the next low responsive and responsible Bidder shall be required to provide the bid items at the prices as contained in their Bid Response for the remainder of the award period.

14. DELIVERY

The HCSO expects to receive the complete initial order of 350 cases within the time period indicated in the vendor's bid or sooner. Lead time and total fulfillment of order time may be a consideration in award. Subsequent orders shall be delivered within thirty (30) calendar days After the Receipt of the Order (ARO). Failure to do same shall be considered breach of contract or default and the HCSO shall utilize its options as stated herein. All items are to be in new condition and of first quality.

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 Office of the Comptroller shall to be notified, in writing, thus permitting the Hillsborough County Sheriff's Office to obtain the required materials/items and/or exercise its options as stated herein.

15. EMERGENCY

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



16. INVOICING AND PAYMENTS

Vendors may invoice the Hillsborough County Sheriff's Office for material(s)/items orders as shipped. The invoice shall show: shipping location; items shipped, quantity & stock number. **Always show purchase order number on invoices.** Payment shall be made in accordance with to § 215.422, Fla. Stat. (2015) which states the vendor's rights and the Sheriff's Office responsibilities concerning interest penalties and time limits for payment of invoices.

Invoices should be addressed to: Hillsborough County Sheriff's Office  
 Attention: Accounts Payable  
 P.O. Box 3371  
 Tampa, FL 33601

Invoices may be mailed to the address above or emailed to: [accountspayable@hcsso.tampa.fl.us](mailto:accountspayable@hcsso.tampa.fl.us)

ACH and Purchasing Card payments are preferred and available upon request and authorization. Please inquire at [accountspayable@hcsso.tampa.fl.us](mailto:accountspayable@hcsso.tampa.fl.us) or at 813-247-8276.

17. EXCEPTIONS TO BID

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

18. GOVERNMENTAL PURCHASING COUNCILS

All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. Said members may, at their discretion, utilize this bid as required, particularly those listed below:

- Hillsborough County Transit Authority
- Hillsborough County Purchasing
- City of Temple Terrace
- Tampa Sports Authority
- Hillsborough Community College
- State Attorney's Office
- Clerk of Circuit Court of Hillsborough County
- Hillsborough County Aviation Authority
- Hillsborough County School Board
- City of Plant City
- Tampa Port Authority

City of Tampa  
Hillsborough County Tax Collector  
Hillsborough County Property Appraiser  
Hillsborough County Supervisor of Elections  
City of Tampa Housing Authority  
The Children's Board of Hillsborough County

Usage figures/dollar values, when inserted, are estimates as provided by these entities, and are in addition to figures given in the following response pages. Figures are estimates only, and not binding upon the Hillsborough County Sheriff or any of the entities listed above.



2. PRICING

The undersigned has carefully examined the bid package and all conditions affecting the cost of the items required by the Hillsborough County Sheriff’s Office.

The undersigned certifies that any exceptions to the bid specifications are noted on the attached exceptions form. All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancellation of award.

We hereby propose to furnish the below described commodity in accordance with the bid package, except as noted on attached Exceptions Form:

<u>Item Description</u>	<u>QTY</u>	<u>Price</u>	<u>UOM</u>
A. <u>Hornady 9mm Luger+P 135 gr.</u>	<u>350</u>	<u>\$</u>	<u>/CS</u>

FlexLock® (500 rounds/case)  
**(Please note substitutions will not be considered)**

Brand Name: Hornady

Item # 90225

B. Time for Delivery Complete After Receipt of Order – Initial Order \_\_\_\_\_ Calendar Days

C. Subsequent Orders Minimum Single Order Requirement (if any) \_\_\_\_\_ cases

Order Quantity	Unit Price
_____	_____
_____	_____
_____	_____

3. VENDOR INFORMATION

Business Name (As shown on your invoice): \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_ OR Social Security No. \_\_\_\_\_  
(Please include an IRS Form W9 with your response)

Check One: Corporate Entity \_\_\_\_\_ Non Corporate (1099) \_\_\_\_\_ Sole Proprietor (1099) \_\_\_\_\_

Owner's Name as per IRS records, if reporting under SS# \_\_\_\_\_

Business Type: Commodity \_\_\_\_\_ Services \_\_\_\_\_ (Provide Certificates of Insurance if working on HCSO property)

Our company has been in business under its current name since: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: (If applicable) \_\_\_\_\_

General Correspondence Mailing Address:  
\_\_\_\_\_

Remit to Address: (Checks are to be mailed to if different than mailing address above):  
\_\_\_\_\_

Warehouse Address (If Applicable):  
\_\_\_\_\_

Contact Information – Name/Email Address/Phone Number - for the following departments:

Sales: \_\_\_\_\_

Customer Service: \_\_\_\_\_

Accounting: \_\_\_\_\_

Check all that apply - We accept Payment by Check \_\_\_\_\_ ACH/EFT \_\_\_\_\_ Credit Card (Visa) \_\_\_\_\_

To receive electronic payments please complete "Authorization for Electronic Payment" form available on the HCSO website at [www.hcso.tampa.fl.us](http://www.hcso.tampa.fl.us) under the Purchasing Section, Doing Business with the HCSO .

4. Affirmation and Declaration

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 above 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 Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
- d) That no officer, employee or person whose salary is payable in whole or in part from Hillsborough County Treasury, 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 forty-five (45) days following the opening of bids.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:

Signature \_\_\_\_\_

Date: \_\_\_\_\_

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  
OFFICE OF THE COMPTROLLER  
Email to: [purchasing@hcsso.tampa.fl.us](mailto:purchasing@hcsso.tampa.fl.us)  
Or Fax 813-242-1826

We, the undersigned, have declined to respond to Bid No. 3-15 for Hornady 9MM Luger Ammunition 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).
- Other (specify below)

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

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY OFFICER \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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.

DAVID GEE, SHERIFF  
2008 E. 8<sup>TH</sup> AVE  
TAMPA FL 33605

ATTN: PURCHASING  
813-247-8034

BID PACKAGE SUBMITTAL

BID # 3-15

OPENING DATE/TIME:

April 3, 2015 @ 3:00 PM