



Invitation to Bid No. 7-19

Title: Night Vision Monoculars

February 27, 2019

**Chad Chronister, Sheriff**  
HILLSBOROUGH COUNTY

Financial Services Division  
2008 East 8th Avenue  
Tampa, FL 33605



Colleen Hensley, Buyer  
813-247-8068  
[Chensley@hcsso.tampa.fl.us](mailto:Chensley@hcsso.tampa.fl.us)

**INSTRUCTIONS TO BIDDERS**

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), Technical 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 OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.**

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<b>PROPOSED SCHEDULE OF EVENTS</b>	<b>DATE</b>
BID ADVERTISED / POSTED TO HCSO AND OSD WEBSITES	3/1/19
DEADLINE TO SUBMIT QUESTIONS AND ANSWERS	3/7/19
DEADLINE TO SUBMIT BID	3/14/19
AWARD NOTIFICATION TARGET DATE	3/27/19

**Hillsborough County Sheriff's Office  
2008 East 8<sup>th</sup> Avenue  
Tampa, Florida 33605**

SUBJECT: INVITATION TO BID 7-19

BID TITLE: Night Vision Monoculars

**OPENING DATE & TIME: March 14, 2019 @ 3:00 PM**

PLACE: Malcolm E. Beard Sheriff's Operation Center  
Financial Services Division, Purchasing Section  
2008 East 8th Avenue, Room # 125  
Tampa, FL 33605

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

PART A - GENERAL TERMS AND CONDITIONS:

1. Bids: Must be contained in a SEALED envelope addressed to: Chad Chronister, Sheriff, 2008 East 8th Avenue, Room #125, 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 Hillsborough County Sheriff's Office (HCSO) 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 the Bid Response (Part D).

2. Bid Delivery: The responsibility for getting the Bid to the 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 unopened with the notation "This Bid was received after the time designated for the receipt and opening of bids".
3. On-Line Documents: The HCSO is publishing documents on its website <http://www.hcso.tampa.fl.us> 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. Time for Consideration: 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 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.** 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 awarded 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 *that all applicable taxes and fees shall be deemed to have been included in the Bid Response (Part D) as part of the materials cost, when applicable.*

6. 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.
7. 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 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. Claims: The awarded 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 HCSO. 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. No substitutions or alternates to the monocular housing or tube specifications will be considered. 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 HCSO and such determination shall be final and binding upon all Bidders.
11. Information and Descriptive Literature: 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.
12. Bid Submittal Costs: 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.
13. No Bid: If your company does 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 that your company wishes to remain on the HCSO Vendor List.
14. Compliance with Occupational Safety and Health Act (OSHA): The Bidder certifies that all material/items contained in their response meets all OSHA requirements.
15. Laws, Statutes, and Ordinances: 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, Fla. Stat., in the spirit of

fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

16. Acceptance and Rejection: 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, is 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.
17. 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.
18. 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 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.


19. 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.
20. Public Records: 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: HCSO Records Section, 1900 East 9<sup>th</sup> Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at [hcsorecords@hcsotampa.fl.us](mailto:hcsorecords@hcsotampa.fl.us)**

- 21. Specifications: Attached

CHAD CHRONISTER, SHERIFF  
HILLSBOROUGH COUNTY, FLORIDA

By:  \_\_\_\_\_  
Christina R. Porter, CPA  
Chief Financial Officer

- 22. General Terms and Conditions outlined above are acknowledged. Our Bid is attached.

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

\_\_\_\_\_  
Print Signer’s Name Date

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

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 22. 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 PROVISIONS1. 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 one-time procurement of 30 Night Vision Monoculars with helmet mounting equipment. The primary source of funding for this project will be provided through the Federal Emergency Management Agency (FEMA) State Homeland Security Grant Program.

2. SPECIFICATIONS AND SCOPE OF WORK

The requirements of this Bid include the one-time procurement of 30 Night Vision Monoculars, assembled with a PVS-14 housing and Photonis 4G INTENS™ White Phosphorous tubes to include helmet mounting equipment. For more detailed information, see Technical Specifications, Part C.

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

Hillsborough County Sheriff's Office  
Homeland Security Division  
2224 North Falkenburg Road  
Tampa, Florida 33619

3. GRANT FUNDING

As mentioned above, the primary source of funding for this project will be provided by a Federal Grant. To recognize and comply with the additional special provisions required by the Federal Government, Appendix I will be incorporated as part of this Bid and ensuing contract and will be separately acknowledged and accepted by the Bidder's signature. Several grant compliance clauses pertain to construction contracts only. Equipment and equipment installation is **not** considered construction. All other clauses not specific to construction, such as the method of procurement and access to documentation, will apply to all Scopes of Work.

4. COMMUNICATION BETWEEN PARTIES

All questions in regard to this Bid are to be directed, in writing, to the Buyer: Colleen Hensley, at [Purchasing@hcsotampa.fl.us](mailto:Purchasing@hcsotampa.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 <http://www.hcsotampa.fl.us>. 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 awarded Bidder shall not substitute items for like items. Any violation of such procedure will be considered cause for cancellation.



6. BIDDER QUALIFICATIONS

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

The Vendor Packet attached as Appendix II must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt or other local government 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 or alternates to the monocular housing or tube specifications. 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 of them, 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 any private interest and the performance of their HCSO public duties.

9. AWARD

Award shall be made to the most responsible and responsive Bidder meeting specifications, price, and other factors considered. The HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO.

Award or No Award notifications will be sent to all Bidders. Bid results will be available on the HCSO 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 Section at (813) 247-8034.

10. 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.

11. CONTRACT PERIOD

Following announcement of the Award, Purchase Order(s) will be issued per the Bid Response (Part D). This will be a one-time purchase and no other contract shall be executed.

12. ESCALATION/DE-ESCALATION

The HCSO will not allow an escalation/de-escalation provision in this Bid. There will be no ongoing contract or renewal periods to which price changes might apply.

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 any addition or deletion accompanied by the awarded Bidder's written, fixed price quote for each item to be added. If approved by the CFO, the item(s) will be added to or deleted from the Award and recorded on the original Bid tabulation/price sheet.

14. CANCELATION

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 cancellation 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 and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

15. DEFAULT

The Contract may be canceled or annulled by the CFO in whole, or in part, by written notice of default to the awarded Bidder upon non-performance or violation of Contract terms. An award may be made to the next best 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 awarded Bidder 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 Bidders 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 Bidder, or cancellation by HCSO, the HCSO reserves the right to utilize the next best responsive and responsible Bidder. In the event of this occurrence, the new awarded Bidder 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

Product(s) ordered shall be delivered in accordance with the 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 90 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, 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. EMERGENCY

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

Or emailed to: [accountspayable@hcsotampa.fl.us](mailto:accountspayable@hcsotampa.fl.us)

ACH and HCSO Purchasing Card are preferred methods of payment, and available upon request and authorization. Please inquire at [accountspayable@hcsotampa.fl.us](mailto:accountspayable@hcsotampa.fl.us) or at 813-247-8276.

20. EXCEPTIONS TO BID

All Bid Packages 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 Technical 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 Technical Specifications (Part C).

21. 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.

Children's Board of Hillsborough County  
City of Plant City  
City of Tampa  
City of Tampa Housing Authority  
City of Temple Terrace  
Clerk of Circuit Court of Hillsborough County  
Hillsborough Community College  
Hillsborough County Aviation Authority  
Hillsborough County Property Appraiser  
Hillsborough County Purchasing  
Hillsborough County School Board  
Hillsborough County Supervisor of Elections  
Hillsborough County Tax Collector  
Hillsborough County Transit Authority  
State Attorney's Office  
Tampa Port Authority  
Tampa Sports Authority

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PART C - TECHNICAL SPECIFICATIONS

1. GENERAL

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to make a one-time purchase of 30 Night Vision Monoculars assembled with a PVS-14 housing and Photonis 4G INTENS™ White Phosphorous tubes and helmet mounting equipment options.

2. SPECIFICATIONS

a. The Night Vision Monoculars shall meet the following minimum specifications:

- 1) PVS-14 Monocular Housing, Color Black
- 2) Photonis 4G INTENS™ White Phosphorous tubes
- 3) Waterproofed using Nitrogen purge
- 4) Aluminum or Titanium Stop Focus Ring
- 5) Meets MIL-PRF-49324(CR), MIL-PRF-49427(CR) and MIL-STD-810G
- 6) Generation 3 Auto-Gated Night Vision with minimum Figure of Merit (FOM) of 1800
- 7) Powered by AA Batteries

b. The Night Vision Monoculars shall include, but not limited to:

- 1) Hard Case
- 2) Sacrificial Window
- 3) Demist Shield
- 4) Lens Cap
- 5) Rubber Eyecup
- 6) Operators Manual

c. The Night Vision Monoculars will be helmet mounted. Bidder shall provide mounting options to include:

- 1) Helmet Mount: Should support attachment to the helmets which are currently outfitted with a three (3) hole Ops-Core VAS Shroud. If the Bidder provided mount requires a different shroud or an adapter to connect mount to current shroud, shroud or adapter type and pricing should be identified in Bid Response (Part D).
- 2) J-Arm: Must be metal, color black, support left or right side monocular mounting and attach to PVS-14 Monocular housing and helmet mount. If an adapter is required, Bidder should identify the requirement, provide an adapter as an item and include price in Bid Response (Part D).

d. Manufacturer literature with technical specifications is required with Bid Response (Part D).

3. WARRANTY

Equipment furnished under the Award(s) resulting from this Bid shall be covered by the most favorable commercial warranty given any customer 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).

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 incomplete 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 TECHNICAL 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 following represents every deviation (itemized by number) to the foregoing General Terms and Conditions (Part A), Special Provisions (Part B), and Technical Specifications (Part C) upon which this Bid Package is based, to wit:

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2. PRICING

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the product(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 product(s) in accordance with the Bid Package, except as noted on attached Exceptions Form:

**Estimated time for delivery shall be the total number of calendar days for delivery After Receipt of Order.**

Item	Description	Bidder Item Number	Estimated time for delivery	Price
A	Night Vision Monocular per Technical Specifications (Part C) to include items identified in Part C, paragraphs 2a and 2b	_____	_____ days	\$ _____ each
B	<u>J-ARM per Technical Specifications (Part C) Paragraph 2.c.2 for use with Mount</u> Identify Make / Model (Adapter if required): _____	_____	_____ days	\$ _____ each
C	<u>Mount for use with Ops-Core VAS Shroud Paragraph 2.c.1 for use with J-ARM</u> Make / Model: _____	_____	_____ days	\$ _____ each
D	<u>Mount for use with Alternate Shroud (Optional)</u> Identify Make / Model of Mount: _____	_____	_____ days	\$ _____ each
E	<u>Alternate Shroud or Adapter</u> Identify Make / Model of Shroud / Adapter: _____	_____	_____ days	\$ _____ each

3. WARRANTY

Please identify warranty information for Night Vision Monoculars and helmet mounting equipment to include type and period of warranty. A copy of the warranty must be furnished with the bid submittal.

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4. VENDOR ORDER INSTRUCTIONS

Describe the preferred method of contact to place an order.

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

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5. 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 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.

Respectfully submitted by,

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

\_\_\_\_\_  
Print Signer's Name Date

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

REFERENCE LIST

References should be customers to which you provide similar commodities or services.  
Please type or print.

1.	Entity Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity Provided	

2.	Entity Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity Provided	

3.	Entity Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity Provided	

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  
FINANCIAL SERVICES DIVISION  
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 on Bid No. 7-19 for Night Vision Monoculars for the following reasons:

- \_\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond.
- \_\_\_\_\_ We do not offer this product or an equivalent.
- \_\_\_\_\_ Our Product schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ 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 \_\_\_\_\_

**CHECKLIST, Include the following:**

- ONE (1) ORIGINAL COPY of the entire Bid.
- Completed Part D including pricing and signature page.
- Parts A and D (**SIGNATURES REQUIRED**).
- Any Addendums or Amendments (**SIGNATURE REQUIRED**).
- Appendix I, Federal Grant Compliance (**SIGNATURE REQUIRED**).
- Appendix II, Vendor Packet.
- References
- Manufacturer literature and warranty information.

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.

CHAD CHRONISTER, SHERIFF  
2008 E. 8<sup>TH</sup> AVE  
TAMPA FL 33605

ATTN: PURCHASING 813-247-8034 or  
FINANCIAL SERVICES DIVISION 813-247-8035

**BID PACKAGE SUBMITTAL**

From: \_\_\_\_\_

BID # 7-19 Night Vision Monoculars

OPENING DATE/TIME:

MARCH 14, 2019 @ 3:00 PM