

May 10, 2024

SUBJECT: BID 15-20 800 MHz ENHANCED DIGITAL SIMULCAST SYSTEM (EDACS) and 700 MHz DIGITAL P25 COMMUNICATIONS SYSTEMS

Change Order #2

MESSAGE: Please acknowledge and accept the following changes put forth in change order #2 for BID 15-20 800 MHz ENHANCED DIGITAL SIMULCAST SYSTEM (EDACS) and 700 MHz DIGITAL P25 COMMUNICATIONS SYSTEMS:

- 1. Page 3 has been amended to correct page numbers, spelling, and include EXHIBIT B;
- 2. EXHIBIT B ACH Instructions to Pay FSA is now incorporated into the solicitation and attached herein;
- 3. Pages 19 through 20 have been amended by way of page numbers, footer references, solely to include the insertion of PART B SPECIAL PROVISIONS, paragraph 34:

Hillsborough County Sheriff's Office (HCSO) has partnered with the Florida Sheriffs Association (FSA) to make the awarded bid contract prices and terms available through FSA's Cooperative Purchasing Program ("CPP") to FSA; any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User, as defined in F.A.C. 60A-1.001(2), jointly the "Eligible Purchasers".

All transactions, purchase orders, invoices, and payments between the Awarded Vendor and an Eligible Purchaser will occur directly between the Awarded Vendor and each Eligible Purchaser individually. The Awarded Vendor must communicate directly with Eligible Purchasers regarding the placement of orders, issuance of purchase orders, invoices, payments, and contract disputes. Neither HCSO, FSA, FSA CPP, nor their agents, directors, employees, nor representatives shall be liable to Participating Vendors for any acts, liabilities, damages, costs, expenses, fees, etc., incurred by an Eligible Purchaser.

Fees and Reporting. The FSA CPP charges three quarters of one percent (.0075) to administer the contract. The administrative fees are the contractual responsibility of the Awarded Vendor.

After receipt of payment from contract purchases, the Awarded Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of Page 1 of 3

each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The instructions for electronic payment or wiring of funds is included in the attached Exhibit A. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association Cooperative Purchasing Program 2617 Mahan Drive Tallahassee, FL 32308

The Awarded Vendor shall maintain an accounting of all purchases made by Eligible purchasers under the contract. FSA and HCSO reserve the right to audit the accounting for a period of four (4) years from the date FSA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by HCSO or FSA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, the Awarded vendor shall promptly pay FSA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse FSA's costs and expenses for such audit.

The HCSO is exempt from the FSA Fee.

Please complete the Acceptance of this notice on last page of this document and return to the Buyer by email at MTheen@teamhcso.com or purchasing@hcso.tampa.fl.us or fax at 813-242-1826.

Sincerely.

William V. Spinelli, CPA Chief Financial Officer

WVP/mt Enclosures

> Pages 3, 19-48 from Bid 15-20 EXIBIT – B ACH Instructions to Pay FSA

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APPENDIX I – Vendor Packet (Application, W9, Direct Deposit)	Attached
EXHIBIT A - D.2	Attached
EXHIBIT B - ACH Instructions to Pay FSA	Attached
PROPOSED SCHEDULE OF EVENTS	DATE
Bid Advertised / Posted to HCSO and OSD Websites	December 20, 2020
DEADLINE TO SUBMIT BID	January 4, 2021
Award Notification Target Date	January 22, 2021

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previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

33. GOVERNMENTAL PURCHASING COUNCILS: All bids received on this specification shall be considered as proposers to members of the Hillsborough County and Tampa Bay Area Government Purchasing Council. Said members, at their discretion, may utilize this bid. All agencies will issue their own purchase orders, issue payments, and coordinate the service locations with the successful proposer as required.

Children's Board of Hillsborough County	Hillsborough Community College	
City of Belleair Beach	Hillsborough County Aviation Authority	
City of Clearwater	Hillsborough County Board of County Commissioners	
City of Dunedin	Hillsborough County Property Appraiser	
City of Gulfport	Hillsborough County School Board	
City of Indian Rocks Beach	Hillsborough County Supervisor of Elections	
City of Largo	Hillsborough County Tax Collector	
City of Oldsmar	Manatee County Board of Commissioners	
City of Pinellas Park	Pasco County Schools	
City of Plant City	Pinellas County Clerk of the Court	
City of Safety Harbor	Pinellas County Government	
City of Saint Pete Beach	Pinellas County School Board	
City of Saint Petersburg	Pinellas County Sheriff	
City of Tampa	Pinellas Suncoast Transit Authority	
City of Tampa Housing Authority	Saint Petersburg College	
City of Tarpon Springs	State Attorney's Office	
City of Temple Terrace	Tampa Airport	
City of Treasure Island	Tampa Bay Water	
Clerk of Circuit Court of Hillsborough County	Tampa Palms Community Development District	
Expressway Authority	Tampa Port Authority	
Hernando County	Tampa Sports Authority	
Hillsborough Area Regional Transit Authority	Town of Indian Shores	

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PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive Tallahassee, Florida 32308 p: (850) 877-2165 f: (850) 878-8665 flsheriffs.org **(7** X **(2)**

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company can pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account Capital City Bank

Routing Number: 063100688 Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at <u>teldridge@flsheriffs.org</u> or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance Florida Sheriffs Association