

November 16, 2016

SUBJECT: Request for Bids

Dear:

Enclosed is a copy of a request for bid and detailed specifications for the purpose of trading confiscated and forfeited weapons for as many Generation 4 Glocks, 40 caliber model 22 pistol with standard 5lb spring trigger, Glock Night Sights (installed), Finger Grooves & Rails, with Jentra grip plugs, and three (3) Law Enforcement only magazines per pistol; as can be provided.

Any questions pertaining to this request should be directed to the Accounting and Budget Bureau at (352) 367-4049 prior to the set bid opening date and time.

We look forward to receiving your bid response on or before **December 14, 2016, at 2:00 p.m., local time.**

Sincerely,

By: _____
Major David Clark
Department of Support Services

DC/tyc

enclosures

REQUEST FOR BIDS

Notice is hereby given that the Alachua County Sheriff's Office is requesting bids for the purpose of trading confiscated and forfeited weapons for as many Generation 4 Glocks, 40 caliber model 22 pistol with standard 5lb spring trigger, Glock Night Sights (installed), Finger Grooves & Rails, with Jentra grip plugs, and three (3) Law Enforcement only magazines per pistol; as can be provided.

Detailed specifications may be obtained by contacting the Alachua County Sheriff's Office, Accounting and Budget Bureau at (352) 367-4049, or may be printed from the website at www.alachuasheriff.org.

All bids submitted must be in writing on the prescribed sheets and delivered to the Alachua County Sheriff's Office, Attention: Accounting and Budget Bureau, 2621 S.E. Hawthorne Road, Gainesville, Florida 32641 or mailed to the Alachua County Sheriff's Office, Attention: Accounting and Budget Bureau, P.O. Box 5489, Gainesville, Florida 32627.

It shall be the bidder's responsibility to ensure delivery of the bid to the Accounting and Budget Bureau on or before **December 14, 2016 at 2:00 p.m., local time.** Only bids received by the listed time and date will be considered. All proposals must be enclosed within a sealed envelope and clearly marked on the face of that envelope **"Weapons Trade Bid #B-16-5"**.

The Alachua County Sheriff's Office reserves the right to accept or reject any and all bids in whole or in part and to waive informalities.

By: _____
Major David Clark
Department of Support Services

Gainesville Sun:

Publish November 16, 2016
November 23, 2016

SCOPE OF SERVICES

It is the intent of the Alachua County Sheriff's Office to make an even trade of confiscated or forfeited weapons for as many Generation 4 Glocks, 40 caliber model 22 pistol with standard 5lb spring trigger, Glock Night Sights (installed), Finger Grooves & Rails, with Jentra grip plugs, and three (3) Law Enforcement only magazines per pistol; as can be provided.

In determining the successful bidder, consideration will be given to price, responsibility, and responsiveness to these specifications, the purchaser's past experience and suitability of the services being offered.

The Sheriff reserves the right to accept any bid or to reject any or all bids in whole or in part or to award the bid for these services on such a basis as the Sheriff deems to be in her best interest, including awarding the bid to multiple vendors.

THE ALACHUA COUNTY SHERIFF'S OFFICE LOCATION OF 2621 SE HAWTHORNE ROAD, GAINESVILLE, FLORIDA 32641 IS NOT A GUARANTEED NEXT DAY DELIVERY ADDRESS OF 2:00P.M. BY UPS OR FEDERAL EXPRESS. NEXT DAY AIR DELIVERIES TYPICALLY ARE DELIVERED TO THE ABOVE ADDRESS AFTER 2:00PM.

SUBMIT BIDS TO:
 ALACHUA COUNTY SHERIFF'S OFFICE
 2621 SE HAWTHORNE ROAD
 GAINESVILLE, FLORIDA 32641

ALACHUA COUNTY SHERIFF'S OFFICE
 ALACHUA COUNTY, FLORIDA

INVITATION TO BID

REGULAR AND TERM CONTRACTS
 Bidder Acknowledgment

BIDS WILL BE RECEIVED: December 14, 2016		NO LATER THAN 2:00 P.M.
BIDS WILL BE OPENED: December 14, 2016 @ 2:00 P.M.		
BID TITLE: Weapons Trade Bid # B-16-5		
AGENCY MAILING DATE: November 16, 2016		
VENDOR NAME:		REASON FOR NO BID:
VENDOR MAILING ADDRESS:		
CITY-STATE-ZIP		
AREA CODE	TELEPHONE NUMBER:	
	TOLL FREE NUMBER:	

DEFINITION OF TERMS

Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

SHERIFF: The Sheriff of Alachua County, Florida or her duly authorized representative.

BIDDER: Any person, firm, or corporation submitting a proposal for the service contemplated, or a duly authorized representative.

CONTRACTOR: The person, firm, or corporation, with whom the Sheriff has executed a contract for the performance of the service, or a duly authorized representative.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written agreements made setting out

or relating to the method and manner of performing requested service. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the county of Alachua are hereby adopted and made part of these specifications.

CONTRACT: The proposal submitted by a bidder which is accepted by the Sheriff along with all documents identified as constituting the entire bid package.

PROPOSAL: The offer of the bidder, submitted on the prescribed sheets, setting forth the prices and scope of service to be performed.

RESPONSIBLE AGENT: The duly authorized representatives of the Sheriff and the Contractor during the contract period.

GENERAL TERMS AND PROVISIONS

1. **BIDS:**

- 1.1 The herein included Invitation To Bid, Scope of Services, Instructions to Bidder, the Specifications, the Bid Sheet, the Questionnaire, the Terms and Provisions, the Affidavit of Interest, together with all attached documents therein identified, constitute the entire bid package. Specifications and supplemental documents are essential parts of the contract, and requirements occurring in one are as binding as though occurring in all.
- 1.2 Bid proposals may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate or incomplete proposals or irregularities of any kind.
- 1.3 All bids must include a manual signature of the authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by the bidder to the bid price must be initialed.
- 1.4 Any deviations from the bid specifications shall be duly noted on the applicable page and initialed in ink. Items will be assumed to be in strict accordance unless such notations are made.
- 1.5 Any questions pertaining to the conditions and specifications or any portion of this request, shall be directed to the Accounting and Budget Bureau prior to the set bid opening date and time. No interpretation shall be considered binding unless provided in writing by the Sheriff. Any and all such interpretations and any supplemental instructions will be in the form of written addendum, which, if issued, will be sent to all prospective bidders. All addenda so issued shall become part of the Bid Documents.
- 1.6 Any bidder may withdraw the proposal by facsimile or written request at any time prior to the scheduled closing time for receipt of proposals.
- 1.7 All bid proposals must be quoted on the bid sheet provided. No other bid proposals will be accepted. All copies must be marked plainly by the bidder, who will be responsible for its accuracy. All blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the proposal sheet should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the proposal. No proposal containing correction by erasure will be accepted.
- 1.8 The Sheriff reserves the right to accept or reject any or all proposals and to waive any informalities.
- 1.9 Manufacturers' names and model numbers have been determined through an evaluation process. **NO SUBSTITUTIONS** on brand and model will be allowed.
- 1.10 All items of labor and material, whether stated or implied, shall be included to make unit completely operational and ready for use intended.

2. **QUALIFICATIONS OF BIDDERS:**

- 2.1 Bids will be considered only from firms normally engaged in providing and performing the services requested. Bidders must have adequate organization, facilities, equipment and personnel to insure prompt and efficient service to the Sheriff, and shall have all necessary licenses and permits required by law to fulfill the requirements of this proposal.
- 2.2 The Sheriff reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions prior to making an award.
- 2.3 The Sheriff will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicate inability of the bidder to perform.

3. **PERSONAL INVESTIGATION:**

- 3.1 Before submitting a proposal, it shall be the bidder's responsibility to be familiar with the nature and extent of the services described herein and any local conditions that may in any way affect the cost thereof. Bidder shall also examine thoroughly specifications and other related documents to inform him/herself regarding any and all conditions and requirements that may in any manner affect the service to be performed under this proposal. Submission of the proposal by a bidder shall be conclusive evidence the bidder has complied with the requirements of 3.1 herein.

4. **COMPLIANCE:**

- 4.1 Contractor shall comply with all laws, ordinances and regulations applicable to the sale and delivery of the goods and/or services called for in this proposal. The bidder is presumed to be familiar with all Federal, State and local laws, ordinances, code rules and regulations that in any way affect the production, sale and delivery of the goods or the furnishing of any labor or services called for by this request. Ignorance on the part of the bidder will in no way relieve the bidder from responsibility.

5. **INDEMNIFICATION:**

- 5.1 The bidder, without exception, shall indemnify, defend and hold harmless the Alachua County Sheriff and her employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of this request.
- 5.2 The bidder guarantees and agrees to indemnify, defend and hold harmless the Alachua County Sheriff for any and all loss, liability damages, demands, claims or costs arising out of defective material and products, faulty work performance, negligent or unlawful acts and non-compliance with any local, state or federal codes, ordinances, order or statutes, including the Occupational Safety and Health Act.

5.3 The bidder agrees to defend, indemnify, save harmless and to exempt the Sheriff, her officers, agents, servants, and employees against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from injury, real or imagined, to any person or property damage arising out of the services to be performed under this contract.

5.4 At no time will an employee of the Contractor be employed by the Sheriff in obtaining bids and in awarding the contract.

6. DISPUTES:

6.1 It is understood by the parties that the formation of this contract and venue for any disputes concerning this transaction lies and shall be in Alachua County, Florida.

7. AWARD OF CONTRACT

7.1 The bidder by submission of a bid will be deemed to have waived any and all objections to the process employed by the Sheriff and in awarding the contract; and any right of actions against the Sheriff arising out of said process, ordinances, order or statutes, including the Occupational Safety and Health Act.

7.2 Award of this contract as a result of this solicitation shall be deemed effective only to the extent of appropriations available to the Sheriff at any time during the contract period.

7.3 The Sheriff reserves the right to award the bid to more than one bidder, as determined to be in the best interest of the Sheriff.

8. DELIVERY AND INSPECTION:

8.1 Any delay of delivery or rendition of services, which deviates from the bid specifications, unless authorized by the Sheriff in writing, may result in the cancellation of the order. The Sheriff may procure similar services from any outside source by purchase order or other means and the Contractor will be liable for any excess costs in the event of such cancellations.

8.2 Items delivered not conforming to specifications may be rejected and returned at the contractor's expense.

8.3 The trade weapons, as listed on page 14, will be on display for viewing at the Alachua County Sheriff's Office, Patrol Squad Room, 2621 S. E. Hawthorne Road, Gainesville, Florida on December 1, 2016 from 10:00 a.m. until 11:00 a.m. **ALL BIDDERS WISHING TO VIEW THE WEAPONS MUST CALL THE ALACHUA COUNTY SHERIFF'S OFFICE PROPERTY SECTION AT 352-367-4078 PRIOR TO DECEMBER 1, 2016 TO SET UP AN APPOINTMENT**

NO ONE WILL BE PERMITTED TO VIEW THE WEAPONS WHO HAS NOT CALLED IN ADVANCE. NOTE: SOME DUTY WEAPONS ARE STILL IN USE AND WILL NOT BE IMMEDIATELY AVAILABLE FOR VIEWING.

9. PRICES:

9.1 The bidder represents that the prices charged for the services is the lowest price charged by the bidder to buyers of a class similar to the Alachua County Sheriff's Office under conditions similar to those specified in this request.

9.2 The Alachua County Sheriff's Office is a tax-exempt organization, #85-8013868101C-9.

9.3. Prices bid shall be total cost and shall include all services to be rendered. All prices quoted shall be firm and binding for a minimum period of ninety (90) days after the bid opening for all responding bidders.

9.4 Prices shall include all packing, handling, preparation, shipping and delivery charges.

9.5 All prices shall be F.O.B. Alachua County Sheriff's Office, 2621 SE Hawthorne Road., Gainesville, Florida 32641.

9.6 It shall be the responsibility of the contractor to make arrangements for the packing and shipping of the trade weapons and shall be done at the expense of the contractor. The trade equipment will become the property of the contractor upon delivery and acceptance of the shotguns and handguns.

9.7 All items shall be new. In no case will used, reconditioned or obsolete parts/units be acceptable.

10. MODIFICATIONS:

10.1 If any provision of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

10.2 All specifications are to be considered minimum requirements.

10.3 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

10.4 The failure of the Sheriff at any time to require performance by the vendor for any provisions hereof shall in no way affect the right of the Sheriff thereafter to enforce same. Nor shall waiver by the Sheriff of any breach of any provisions hereof taken or held to be a waiver of any succeeding breach of such provisions or be a waiver of any provision itself.

11. RESPONSIBLE AGENT:

11.1 The contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, notices or contracts between the Sheriff and the contractor. Any notice or communication to or from the responsible agent shall be deemed to be communication to or from the contractor.

12. ASSIGNMENT AND SUBLETTING:

12.1 No assignment of the contract or any right occurring under this contract shall be made in whole or in part by the contractor without express written consent of the Sheriff. In the event of any assignment, the assignee shall assume the liability of the contractor; however, the Sheriff reserves the right to hold the contractor liable in the event of a breach of the terms of this contract by the contractor or its assignee. In the event the contractor assigns the agreement and the Sheriff accepts the assignee, the assignee will be subject to all terms and conditions of this agreement notice in writing.

13. BOOKS AND RECORDS:

13.1 The contractor shall keep records of services performed and the costs therefore and the Sheriff shall have the right to review these records upon request. The Contractor shall comply with any public records request for said records, in accordance with Chapter 119, Florida Statutes.

14. WARRANTIES:

14.1 The Contractor acknowledges that, except as expressly stated herein or in the purchase agreement, the Sheriff has not make and does not hereby make any other

representation of warranty, express or implied, as to any matter whatsoever with respect to the equipment, including with limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose, and the equipment to be traded is hereby traded by the Sheriff as is.

14.2 The Sheriff warrants all items offered for trade are property of the Alachua County Sheriff's Office and free from lien.

14.3 A copy of the manufacturer's standard warranty shall be submitted with the bid along with detailed information of any additional warranties or service provided by the bidder.

14.4 Bidder warrants that all items offered or shipped as a result of the award of this bid shall be new (current model). In no case will used, reconditioned or obsolete items be acceptable.

15. ADVERTISING:

15.1 In submitting a proposal, the bidder agrees not to use the results therefrom as a part of any commercial advertising.

MINIMUM SPECIFICATIONS

As many Generation 4 Glocks, 40 caliber model 22 pistol with standard 5lb spring trigger, Glock Night Sights (installed), Finger Grooves & Rails, with Jentra grip plugs, and three (3) Law Enforcement only magazines per pistol; as can be provided.

The requested weapons are for three (3) different Law Enforcement Agencies.

Alachua County Sheriff's Office

Gainesville Police Department

University of FL Police Department

NOTE: ALL BIDDERS WISHING TO VIEW THE WEAPONS ON DECEMBER 1, 2016, MUST CALL THE ALACHUA COUNTY SHERIFF'S OFFICE PROPERTY SECTION AT 352-367-4078 PRIOR TO DECEMBER 1, 2016 TO SET UP AN APPOINTMENT. NO ONE WILL BE PERMITTED ENTRY INTO THE VIEWING AREA WHO HAS NOT MADE PREVIOUS ARRANGEMENTS TO DO SO.

AFFIDAVIT OF INTEREST

State of _____

County of _____

being first duly sworn deposes and says:

Individual only: That he/she is an individual doing business under the name of

 at _____

 , in the City and County of _____

 , State of _____.

Partnership or Joint
Venture Only: That he/she is the duly authorized representative of a partnership or
joint venture doing business under the name of
_____, in the City and County of
_____, State of
_____.

Corporation only: That he/she is duly authorized and acting

 of _____

 , a corporation organized and existing
under the laws of the State of _____.

 and that he, said partnership or joint
venture, or said corporation, is filing herewith a proposal to the Sheriff
of Alachua County, in conformity with the attached Request for Bid.

Individual only: Affiant further says that the following is a complete and accurate list of
the names and addresses of all persons financially interested in said
proposed agreement:

<u>Name</u>	<u>Address</u>
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Affiant further says that said partnership or joint venture is represented
by the following resident agents in the City and County
of _____:

Partnership

Affiant further says that the Joint Venture only: following is a complete and accurate list of the names and addresses of the members of said partnership or joint venture:

Name Address

Affiant further says that said partnership or joint venture is represented by the following resident agents in the City and County of _____:

Corporation only:

Affiant further says that the following is a complete and accurate list of the officers and directors of said corporation:

Directors:

President	_____	_____
Vice President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Local Manager or Agent	_____	_____

and that the following officers are duly authorized to execute agreements of this nature on behalf of said corporation:

Affiant further says that the Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation, that such proposal is genuine and not collusive or sham, that said contractor has not put in a sham bid, and has not directly, induced or solicited any other contractor to put in a sham bid, and has not directly or indirectly, colluded, conspired, connived or agreed with any contractor of anyone else to put in a sham bid, or that anyone shall refrain from submitting a proposal, that said contractor has not in any manner, directly or indirectly, sought an agreement, communication or conference with anyone to fix the proposal price of said contractor or of any other contractor, or to fix any overhead, profit, or cost element of such proposal price or that of any other contractor, or to secure any advantage against the Alachua County Sheriff's Office or anyone interested in the proposed contract that all statements contained in such proposal are true, that said contractor has not directly or indirectly, submitted his proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto to any other person, firm or corporation.

Affiant further says that it has not in the past and will not in the future pay or agree to pay, directly, or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure for itself the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent therefore or to any individual, except bona fide employees of contractor or bona fide established commercial business or professional agents hired by the contractor for the purpose of securing advice and information about making its proposal.

Further Affiant saith not

SIGNED: By _____

Title _____

Sworn to before me and subscribed in my presence this ____ day of _____, 2016 A.D.

Notary Public

QUESTIONNAIRE

1. How many years has your company been in business for the type of service requested?

2. Have you or your company ever had a governmental contract terminated or canceled prior to the expiration of such contract? If so, give details: _____

3. Give the name of your responsible agent and a telephone number where that person can be reached during business hours:

4. Is your company identified with Glock as authorized to sell to Law Enforcement Agencies?

5. What is your Federal Firearms License number: _____

6. Will you permit Deputies to purchase back their duty weapons: _____

BID SHEET

The undersigned, as contractor, hereby certifies that he/she has read and understands pages 1-14 of the Request for Bid for the Alachua County Sheriff's Office Weapons Trade and therefore submits the following bid:

Total number of new Generation 4 model Glock .40 caliber Model 22 pistol with standard 5lb spring trigger, Glock Night Sight (installed), Finger Grooves & Rails, with Jentra grip plugs and three (3) Law Enforcement only magazines per pistol is _____

ADDITIONAL COST OR SERVICE

INFORMATION: _____

Approximate date of delivery: _____

Company Name

Phone Number

Address

City, State, Zip

Authorized Signature

Printed Name

GUNS TO BE TRADED

<u>TAG #</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>GRADE</u>
1	NORINCO W/MAG 9MM HANDGUN	703732	3
2	45CAL H&K HANDGUN W/MAG	29-036202	3
3	22CAL RUGER W/MAG HANDGUN	211-07845	3
4	22C STERLING HANDGUN	E07492	3
5	38C TAURUS REVOLVER	QB51255	3
6	25CAL RAVEN ARMS HANDGUN W/MAG	1163159	2
7	9MM RUGER HANDGUN W/MAG	317-74443	4
8	22C H&R REVOLVER	AT000979	2
9	380 CAL TANFOGLIO HANDGUN	05054	3
10	38C SMITH & WESSON REVOLVER	AHR0575	3
11	380M TAURUS HANDGUN	KZJ21818	3
12	HS 2000 9MM HANDGUN W/MAG	33771	4
13	22C RG REVOLVER	T635692	1
14	9MM GLOCK HANDGUN	LYA713	4
15	9MM HIGHPOINT HANDGUN	P1319886	2
16	38C CHARTER ARMS REVOLVER	150928	3
17	25C RAVEN HANDGUN W/MAG	719631	3
18	22 MARLIN RIFLE	06234788	3
19	22CAL RUGER RIFLE	351-76921	4
20	SMITH & WESSON 5.56 RIFLE	SW66111	3
21	GP WASP 7.62 RIFLE	BS-4780-86	2
22	5.56 ARSENAL RIFLE	AN020050	4
23	410 A ROSSI SHOTGUN	SP133367	3
24	7.62 RUGER RIFLE	189-10498	3
25	22 CAL RUGER RIFLE	25012719	4
26	12GA SAIGA RIFLE	H01402170	4
27	336CAL MARLIN SHOTGUN W/SCOPE	96004408	3
28	5.56 STAG ARM RIFLE	72200	4
29	12GA SMITH & WESSON SHOTGUN	L3170945	2
30	5.56 ARSENAL RIFLE	AN020102	5
31	22C MOSSBERG RIFLE	NONE	3
32	308 RUGER RIFLE MISSING BOLT ASSEMBLY	790-70510	4

GRADE: 1=POOR 2=FAIR 3=GOOD 4=EXCELLENT 5=MINT