



INVITATION TO BID
BREVARD COUNTY SHERIFF'S OFFICE
700 Park Avenue, Titusville, Florida 32780
Sheriff Wayne Ivey

Central Logistics Unit – Purchasing Division
Brevard County Sheriff's Office
160 Doler Lane
Cocoa Florida, 32927

Title: SWAT NIGHT VISION DEVICES	Number: 2020-20	Contacts: Purchasing Administrator: Yvonne Nicholas 321-633-0205 Email: yvonne.nicholas@bcso.us
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GENERAL CONDITIONS

All Bidders (the terms “Bidders,” Proposers,” and “Vendor” are used interchangeably herein) must adhere to the time constraints of this Invitation to Bid (herein sometimes referred to as ITB). Bids received after the Formal Bid Opening date and time will not be considered.

The Sheriff of Brevard County reserves the right to waive minor formalities in this bid, to accept any bid which may be considered to be in the best interest of the citizens of Brevard County as well as the Brevard County Sheriff's Office, and to reject any part of, or all bids.

Award may be made on a single item or a group of items (see Specifications for details).

The Sheriff of Brevard County reserves the right to extend any and all dates and quantities thereof with notification to the vendor.

Award of bid will be posted on www.demandstar.com and www.vendorregistry.com.

The Brevard County Sheriff's Office main objective in procurement is to expend allocated budgeted monies conservatively while serving the citizens of Brevard County to the best of its ability. Therefore the bid will be awarded not necessarily to the lowest Bidder but to the vendor who will best assist the Brevard County Sheriff's Office in this effort to meet its commitments and requirements

All goods and services requested in the specifications shall be delivered in good and new condition and FOB Destination, inside delivery, unless otherwise specified.

Any and all questions shall be in writing and directed to the Purchasing Administrator who will respond to all vendors who have notified this office with intent to submit a bid.

BID CORRESPONDENCE

All correspondence regarding this Invitation to Bid should be directed to the Brevard County Sheriff's Office using the information shown below. All correspondence must reference the ITB number and title and contact information.

The contact for this ITB is:

Yvonne Nicholas, Purchasing Administrator
E-Mail: yvonne.nicholas@bcso.us
Telephone: 321-633-0205
Fax: 321-633-0200

All communications and document submissions for this ITB should be identified by the ITB number and title and be directed to:

Brevard County Sheriff's Office
Central Logistics Unit – Purchasing Division
160 Doler Lane
Cocoa, Florida 32927

Please refer to all portions of this ITB for additional information.

SECTION I – ITB 2020-18 SWAT NIGHT VISION DEVICES
TERMS AND PROVISIONS

1. PURPOSE

The purpose of these provisions is to describe the requirements for this Invitation to Bid. It must be understood that the quantities specified represent the Brevard County Sheriff's Office best estimate of the quantities which may be ordered under this bid, but should the demand decrease or for any other reason the full amount is not ordered, the Brevard County Sheriff's Office assumes no liability for the portion of this estimate not ordered.

2. ADVERTISEMENT OF ITB

The Brevard County Sheriff's Office will advertise the Invitation to Bid on the Internet at www.demandstar.com, www.vendorregistry.com and *The Eagle* newspaper. A link can be found at www.brevardsheriff.com, the Brevard County Sheriff's Office web page.

3. ISSUANCE OF ITB

This ITB can be obtained by following the instructions on the Brevard County Sheriff's web page at www.brevardsheriff.com, www.demandstar.com, www.vendorregistry.com or by contacting Yvonne Nicholas, Purchasing Administrator for the Brevard County Sheriff's Office at (321) 633-0205, E-mail yvonne.nicholas@bcso.us. The Brevard County Sheriff's Office is not responsible for late or non-delivery of mail. Any reference to time will be based on Eastern Standard Time (or, if applicable, Eastern Daylight Savings Time).

4. ACCEPTANCE FORM-APPENDIX A

The Acceptance Form found in Appendix A shall be signed by an authorized representative of the organization, dated and returned to the Purchasing Administrator by personal delivery, facsimile, registered or certified United States mail, postage prepaid, return receipt requested or email by the date stated on SECTION II-SCHEDULE OF EVENTS. This process is intended to ensure that the Bidder is placed on the procurement distribution list for this ITB, notification of the mandatory vendor conference, written responses to questions, any Invitation to Bid amendments, and all questions forwarded to the Purchasing Administrator relative to this ITB. Failure to submit the Acceptance Form-Appendix A by the date stated on SECTION II-SCHEDULE OF EVENTS may result in the bid being disqualified.

5. WRITTEN QUESTIONS

Potential Bidders may submit written questions as to the intent or clarity of this ITB by the date stated on SECTION II-SCHEDULE OF EVENTS. All written questions must be addressed to the Purchasing Administrator of the Brevard County Sheriff's Office and reference the ITB number and title. Answers to all questions received will be subject to general distribution to all Bidders who have returned the Acceptance Form-Appendix A by the date stated on the Schedule of Events. Any other contact by Bidders or potential Bidders to this ITB of any Brevard County Sheriff's Office personnel to gain further information, clarification, or documentation concerning this ITB is strictly prohibited. Any violation of this requirement will be reason for disqualification of the Proposer by the Brevard County Sheriff's Office or its appointed staff.

6. ITB ADDENDUMS

The Brevard County Sheriff's Office shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the Bidders and shall become a part of the solicitation document. In the event of conflict with the original specifications, the provisions of the addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified. No interpretation of the meaning of the specifications or other contract documents will be made orally to any Bidder. Any verbal representations made by Brevard County Sheriff's Office personnel or their representatives, which differ from any portion of the specifications, shall not be relied upon unless subsequently ratified by a formal written addendum.

7. BID CRITERIA

In upholding the best interest of the Brevard County Sheriff's Office, it is determined that in awarding the bid(s) of services for this Invitation to Bid, the Bidder who is ultimately awarded the bid must have a proven record in the specified fields. This being the case, the low Bidder will not necessarily be awarded the ITB. Consideration will be given to the following criteria:

- The reputation of the Bidder.
- Bidder's experience for services required.
- The ability of the Bidder to complete work within the time constraints of this ITB.
- The implementation by the Bidder of a Drug Free Workplace.
- The financial stability of the Bidder.
- Other similar projects completed by the Bidder in the past.
- A clear response to technical specifications, requirements, and criteria.
- A clear outline by which the Bidder intends to fulfill the requirements and criteria.

The Brevard County Sheriff's Office reserves the right to reject any and all bids or any part of a bid, to waive minor defects or technicalities, or to solicit new bids on the same project or on a modified project that may include portions of the originally proposed project as the Sheriff, in the exercise of his sole and unfettered discretion, may deem necessary. No bid shall be accepted from, or awarded to, any Bidder, if there is pending or threatened litigation involving such Bidder in which a claim is made that the Bidder provided or furnished materially defective workmanship or materials to the Brevard County Sheriff's Office or that Bidder failed to substantially comply with this Invitation to Bid specifications or bid terms and conditions. Bidders may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this ITB. The Sheriff or the Sheriff's designee may, at his/her option, interview Bidders submitting bids prior to award.

8. BID SUBMISSIONS

All bids must be submitted in a sealed envelope, **distinctly** marked on the outside as follows:

ITB 2020-20 SWAT Night Vision Devices
Brevard County Sheriff's Office
Central Logistics Unit – Purchasing Division
160 Doler Lane,
Cocoa FL 32927

Each bid must clearly indicate the Bidder's name and address on the outside of the package. It is the responsibility of the Bidder to ensure delivery of the bid to the Brevard County Sheriff's Office on or before the stated date and time. The Brevard County Sheriff's Office is not responsible for delays in receipt caused by any method of delivery the Bidder has chosen. The Bidder will be responsible for reading and understanding completely the requirements in the specifications contained in the ITB. Bids will not be accepted after the date and time specified for receipt.

9. FORMAL PUBLIC OPENING OF BIDS

Sealed bids will be received up until the date and time of the formal bid opening. The bid opening will take place at the Brevard County Sheriff's Office Central Logistics Unit, 160 Doler Lane, Cocoa, FL 32927. The names of the firms submitting a competitive solicitation will be read aloud at the formal bid opening and whether they have provided all the required information. No details of the competitive solicitation will be released.

10. FIRM BID

Each Bidder warrants, by virtue of submitting their respective bids that the prices quoted in their bid will be good and not revocable by the Bidder for an evaluation period of sixty (60) days from the date of bid opening unless otherwise stated. Firm prices shall be proposed and include FOB Destination, all packing, handling, and shipping charges, fuel surcharges and delivery, unless otherwise indicated. Bidders will not be allowed to withdraw or modify their bids after the opening date and time.

Each Bidder also warrants that prices quoted will be good through the duration of the contract unless otherwise addressed by a contract extension or price adjustment request (see Item 23).

The Brevard County Sheriff's Office is exempt from Federal Excise Taxes and all sales tax.

11. BID EVALUATION

The Bid Evaluation Team, comprised of personnel from the Brevard County Sheriff's Office, will perform the evaluation of all bids. During this time, the Purchasing Administrator may take the option to initiate discussions with Bidders who have submitted responsive bids for the purpose of clarifying aspects of the bids. Bids may be accepted and evaluated without such discussion. The evaluation of bids and the determination as to the equality of the bid offered shall be the sole and final responsibility of the Brevard County Sheriff's Office Evaluation Team and will be based on the information furnished by the Bidder. The Bid Evaluation Team will utilize, but not be solely limited to, the following criteria:

- Work Outline: The Bidder shall have demonstrated a clear and concise understanding of all requirements as indicated in the Specifications portion of this ITB.
- Drug Free Work Place Certificate.
- Qualifications: Bidders shall have indicated knowledge and experience with similar projects.

12. BID QUALIFICATIONS

Bidders may be required to furnish evidence in writing that they maintain a permanent place of business and have adequate finances and personnel to furnish the item(s) or service(s) offered satisfactorily and expeditiously. Bidders must be in possession of an active occupational license and must be able to provide this information upon request. The Brevard County Sheriff's Office reserves the right to inspect the Bidder's place of business prior to the award of any bid and to determine the ability of the Bidder to meet terms and conditions as set forth herein. The bid pursuant to this ITB will only be entered

into with responsible Bidders, found to be satisfactory by the Brevard County Sheriff's Office, qualified by experience, and secure in a financial position to do the work specified.

Should the original Bidder sell or transfer all assets or the entire portion of the assets used to perform this ITB, a successor-in-interest must perform all obligations under this ITB. Brevard County Sheriff's Office reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

13. PRIME VENDOR RESPONSIBILITY

Any bid(s), whether it be single or multiple that may result from this ITB shall specify that the prime vendor is solely responsible for fulfillment of the bid with the Brevard County Sheriff's Office. The Brevard County Sheriff's Office will make payment only to the prime vendor.

Subcontracting is the sole responsibility of the prime vendor and all sub-vendors selected by the prime vendor must be approved, in advance, by the Brevard County Sheriff's Office for legal, technical, performance and historical considerations, which may influence the approval or disapproval of any proposed sub-vendor.

14. BID SUBMITTAL COSTS

Submittal of a bid is solely at the cost of the Bidder. Therefore, the Sheriff is in no way liable or obligates himself for any cost incurred by the Bidder in determining and submitting a bid pursuant to the Invitation to Bid.

15. ACCEPTANCES AND REJECTIONS

The Sheriff 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 Brevard County Sheriff's Office.

The Sheriff may reject a bid from a vendor who has demonstrated a history of non-compliance with previous bid awards, which would include price changes within the original term of an ITB, failure to deliver product in a reasonable time, unauthorized substitutions or any other practice that had impeded Brevard County Sheriff's Office from acquiring acceptable goods or services for the benefit of the agency and the citizens of Brevard County.

The Brevard County Sheriff's Office reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

16. AWARD

The award of the bid may be made to the most qualified responsive Bidder offering a product or service deemed suitable for use by the Brevard County Sheriff's Office. The Brevard County Sheriff's Office will use its discretion to determine if bids meet the requirement of this solicitation and reserves the right to make award by items, groups, classes, or items as a whole, or NOT AT ALL, whichever is deemed to be in the best interest of the Brevard County Sheriff's Office.

17. NEXT QUALIFIED BID

In the event of default by the vendor who is awarded the bid, the Brevard County Sheriff's Office reserves the right to utilize the next qualified bid as the awarded vendor. In this event, the next qualified Bidder shall be required to provide the bid items at the prices as contained on such Bidder's bid for this ITB for the remainder of the award period.

18. DEFAULT

The award of the bid may be canceled or annulled by the Brevard County Sheriff's Office in whole or in part by written notice of default to the Bidder who is awarded the bid upon non-performance or violation on award items. In such an event, an award of the bid may be made to the next low Bidder, or articles specified may be purchased on the open market similar to those so terminated. Failure of the awarded Bidder to deliver goods within the time stipulated in these specifications, unless extended by a Chief Officer of the Brevard County Sheriff's Office, shall constitute a default.

19. APPROPRIATION

Any bid awarded, as a result of this ITB process, may be terminated if there have not been adequate appropriations of monies to fund this ITB. Written notification to the Bidder of non-appropriation of funds will result in the effect of termination of this ITB or any bid awarded. The Bidder as final will accept the decision of the Sheriff as to whether sufficient appropriations and authorizations are available, without any Bidder having recourse against the Sheriff.

20. NOTICE

The laws of the State of Florida impose civil and misdemeanor criminal penalties for violation of purchasing guidelines. In addition, the laws of the State of Florida impose felony penalties for bribes, gratuities and kickbacks.

21. PUBLIC ENTITY CRIMES

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, the Brevard County Sheriff's Office, as a public entity, may not accept any bid from, award any bid to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (currently \$ 35,000) with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months from the date that person or affiliate was placed on the list (unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes). Bidders

submitting on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting bid are responsible for determining that any such dealers or suppliers meet the criteria outlined in the preceding sentences.

22. AGREEMENT TERMS AND CONDITIONS

In the event of an award for services, a bi-lateral contract will be prepared by the Brevard County Sheriff's Office, to be agreed upon and signed by both parties prior to the commencement of the services. In the event of an award for product purchases, the Brevard County Sheriff's Office purchase order shall serve as the contract.

- The Sheriff will have the option to renew the bid based on the terms found in the Specifications. Each renewal will be based on a yearly review of the services provided by the vendor.
- The Brevard County Sheriff's Office reserves the right to negotiate with the awarded vendor provisions in addition to those contained in this ITB. The contents of this ITB, revised and or supplemented, and the successful Bidder as accepted by the Sheriff will be incorporated into the agreement. If alternative terms and conditions are not accepted, all agreements henceforth pertaining to this ITB would be terminated.

23. PRICE ADJUSTMENTS

Any price increase proposed by the vendor must be requested in writing at least sixty (60) days prior to the end of a 12-month period or the expiration of the current ITB Contract Term or extension period, as applicable. The Brevard County Sheriff's Office reserves the right to accept or reject vendor price adjustment requests, as it determines to be in the best interests of the Brevard County Sheriff's Office. The Brevard County Sheriff's Office reserves the right to, but is not obligated to, consider price adjustments based upon events or changes that impact a given vendor in a manner materially different than the industry if the vendor presents evidence that the Brevard County Sheriff's Office, in its sole discretion, clearly substantiates material cost increases specific to such vendor. In the event of changes to national or state standards, the vendor must present verifiable changes in cost to the Brevard County Sheriff's Office. The Brevard County Sheriff's Office will consider the cost changes and will make a final determination on the change in price.

The vendor price adjustment request must clearly substantiate the requested change. If no request is received from the vendor prior to the expiration of the initial term, the Brevard County Sheriff's Office will assume that the vendor has agreed that the renewal option may be exercised without pricing adjustment. Any adjustment request received after the commencement of a renewal term will not be considered.

The Brevard County Sheriff's Office reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids or quotes, whichever the Sheriff determines to be in the best interest of the Brevard County Sheriff's Office

24. DRUG FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes, Section 287.087, preference shall be given to the Bidder with a drug free workplace program in the case of two or more bids with equal respect to price - see Appendix B-Drug Free Workplace Certification Form.

25. TIE BIDS

In the event two or more Bidders have submitted the most qualified bids, award preference may be given based on the following criteria:

- Bidder with a Drug Free Workplace Program (see Appendix B),
- Bidder who has his/her/its principal place of business in Brevard County,
- If the Bidders involved in the tie situation are all located inside or outside of Brevard County, the decision will be made by a Chief Officer of the Brevard County Sheriff's Office.

26. ADDITIONAL TERMS AND CONDITIONS OR DEVIATIONS

Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between the Brevard County Sheriff's Office and the vendor and shall not be deemed an opportunity to amend the vendor's bid. The vendor may submit with the bid a complete set of any additional terms and conditions, which the vendor is requesting be included in an agreement negotiated with the Sheriff, although the Sheriff has the right to reject any such request.

27. CLAIMS

The successful Bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

28. RIGHT TO WAIVE IRREGULARITIES

The Brevard County Sheriff's Office reserves the right to waive irregularities if such a waiver is, in the opinion of the Sheriff, in the best interest of the Brevard County Sheriff's Office. The Brevard County Sheriff's Office also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the same mandatory

requirements and the failure to do so does not otherwise affect the procurement. The right is within the sole discretion of the Brevard County Sheriff's Office.

29. CHANGES IN VENDOR REPRESENTATIVES

The Brevard County Sheriff's Office reserves the right to request a change in the identity of one or more of the vendor's representatives if the assigned representatives are not, in the sole opinion of the Brevard County Sheriff's Office, adequately meeting the needs of the Brevard County Sheriff's Office.

30. BREVARD COUNTY SHERIFF'S OFFICE RIGHTS

The Brevard County Sheriff's Office reserves the right to accept all or a portion of a bid, including the right to purchase equipment from approved price bids. The Brevard County Sheriff's Office is a county constitutional office of the State of Florida. It has the authority to either individually or collectively execute contracts for all goods and services for the proper conduct of the office. Florida Statutes Section 30.53, exempts sheriff's offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures.

31. RIGHT TO PUBLISH

Throughout the duration of the procurement process and bid term, Bidders must secure from the Brevard County Sheriff's Office written approval prior to the release of any information that pertains to the potential work or activities covered by the procurement or the subsequent bid. Failure to adhere to this requirement may result in disqualification of a bid. ITBs will be answered by general distribution.

32. INVOICING AND PAYMENTS

The vendor will invoice the Brevard County Sheriff's Office for services rendered as completed. The timely payment of invoices is incumbent upon the Brevard County Sheriff's Office and payment shall not exceed forty-five (45) days from date of receipt of an invoice. Mail invoices to:

Brevard County Sheriff's Office
Finance Department
700 Park Avenue
Titusville, FL 32780

33. TERMINATION

When deemed in the best interest of the Brevard County Sheriff's Office, any award(s) of a bid resulting from this INVITATION TO BID may be canceled by the following means:

- Ten (10) days written notice with cause – if through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the Brevard County Sheriff's Office shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within ten (10) business days, the contract may be terminated for cause immediately. The right to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the Brevard County Sheriff's Office shall compensate the successful Bidder in accordance with the contract for all services performed by the Bidder prior to termination, net of any costs incurred by the Brevard County Sheriff's Office as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the Brevard County Sheriff's Office for damages sustained by the Brevard County Sheriff's Office by virtue of any breach of the contract by the vendor, and the Brevard County Sheriff's Office may reasonably withhold payments to the vendor for the purposes of off-set until such time as the exact amount of damages due the Brevard County Sheriff's Office from the vendor is determined.

- Thirty (30) days written notice without cause – the Brevard County Sheriff's Office can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective thirty (30) days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the Brevard County Sheriff's Office.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the Brevard County Sheriff's Office liability for goods or services delivered prior to the date of notice to terminate the contract.

34. SUBSTITUTION

The vendor shall not substitute or deviate from said specifications contained in this ITB without the written consent of the

Sheriff or his designee, and such consent may be withheld unreasonably. The Sheriff will consider any violation of this procedure by the vendor cause for termination of the bid. Items may be tested for compliance with the specifications. Items delivered not conforming to specifications may be rejected and returned at the vendor's expense.

35. GOVERNING LAWS AND VENUE

The laws of the State of Florida shall govern the interpretation, administration and enforcement of the bid entered into by and between the vendor and the Sheriff. Any and all legal action brought to enforce or interpret the bid shall be brought and maintained exclusively in the appropriate state court in Brevard County, Florida.

36. INDEMNIFICATION

In addition to the requirements to obtain and maintain a policy of public liability insurance pursuant to which the Sheriff shall be named as either an additional insured or the named insured, the Bidder shall agree to indemnify, defend and hold the Sheriff, its officers, employees and agents, harmless from and against all claims, suits, actions, damages or causes of action for any personal injury, loss of life, damage to property or any action as a result of the performance of the work for which the bid was entered into and from and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the bid shall be deemed to affect the rights, privileges and immunities of the Sheriff as set forth in Florida Statutes Section 768.28.

37. EXCEPTIONS TO BID

All bid materials must clearly and with specificity detail all deviations to the exact requirements imposed upon the Bidder by the General Terms and Provisions. Such deviations should be stated upon the Bid or appended thereto. Bidders are hereby advised that the Brevard County Sheriff's Office will only consider bids that meet the specifications and other requirements imposed upon them by this ITB. In instances, where an exception is stated upon the bid, said bid will be subject to rejection by the Brevard County Sheriff's Office in recognition of the fact that the said bid does not meet the exact requirement. Each Bidder understands that their bid must be signed in ink and that the unsigned bid will be considered incomplete and subject to rejection by the Brevard County Sheriff's Office.

38. ADDITIONS/DELETIONS

The Brevard County Sheriff's Office reserves the right to add or delete any items from this bid or resulting award(s) when deemed in the best interest of the Brevard County Sheriff's Office.

39. ADJUSTMENTS, MODIFICATIONS, AND AMENDMENTS

Should the Sheriff and the vendor mutually agree to a change in the scope of the program during the bid term, the vendor will be allowed to change the bid. However, the Sheriff, prior to such change being effective, must sign any amendment to the bid. Changes in contractual provisions of services to be rendered under the bid may be made only in writing and must be approved mutually by an authorized agent of the vendor and by the Sheriff. The vendor shall give full attention to the execution of the bid, shall keep the bid under their control, and shall not by the power of attorney or otherwise assign the bid to any other party without prior approval of the Sheriff. If services to be provided pursuant to the bid are abandoned or if delayed by the vendor, or any time, the Sheriff is of the opinion that products to be furnished or services to be provided have been abandoned or if delayed by the vendor, the Sheriff may terminate the bid or any part thereof if the vendor fails to resolve the matter within three (3) days after receipt of written notice of delay or abandonment from the Brevard County Sheriff's Office. Should laws change requiring additional services or significant changes in cost, the vendor and the Sheriff will negotiate an equitable price increase. The reverse will hold true should laws change requiring fewer services or reductions in cost, in which case the vendor and Sheriff will negotiate an equitable price reduction. During the term of this bid, the vendor shall furnish all the services specified in this Invitation to Bid and confirm that the Brevard County Sheriff's Office has no responsibility or obligation to the vendor to assist in providing the required services. All notices and requests by the Brevard County Sheriff's Office, and the vendor shall be in writing and shall be delivered by personal delivery, facsimile, or registered or certified United States mail, postage prepaid, return receipt requested, to the applicable party at the correct address provided in the bid.

40. INSURANCE REQUIREMENTS

During the term of the contract to be awarded pursuant to this ITB, the vendor shall be responsible for maintaining all insurance coverage required in accordance with applicable state and federal laws at their own expense and without cost to the Brevard County Sheriff's Office. Any cancellations or lapses of insurance affecting the operation of the Brevard County Sheriff's Office under the contract shall be deemed a material breach. If any insurance coverage or policy should be canceled or changed by the vendor or the insurance company, or the coverage or policy expires during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance coverage to provide the specified insurance coverage in the ITB to maintain continuous insurance coverage during the life of the award. The insurance company or companies providing insurance for the vendor must be acceptable to the Brevard County Sheriff's Office. In addition, the vendor will document proof of insurance coverage specifically for the Brevard County Sheriff's Office in the following **minimum** amounts:

Comprehensive General Liability Insurance policy in the amount of \$1,000,000 combined single limit for each occurrence to include the following coverages: Premises/Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, and Errors & Omissions;

Workers' Compensation and Employers Liability Insurance as required by Florida state law (Chapter 440) covering all employees of the vendor and subcontractors;

Auto Liability Insurance which includes coverage for all owned, non-owned, and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per occurrence and \$6,000,000 per aggregate. Vendor's catastrophic insurance or re-insurance limits are to be detailed and specified for protection against personal injuries, deaths, or property damages, arising from or in any manner occasioned by the acts or omissions of the vendor or anyone directly or indirectly employed by the vendor. The company or companies providing this insurance policy must be lawfully authorized to do business as an insurer in the State of Florida.

Certificates of insurance must be supplied to the Brevard County Sheriff's Office within ten (10) days after award of contract to a successful Bidder. The certificates of insurance (COI) shall indicate that the policies have been endorsed to cover the Brevard County Sheriff's Office as an **additional insured**. These policies may not be canceled, modified, or terminated by the insurance company or the vendor without providing written notice to the Brevard County Sheriff's Office not less than thirty (30) days in advance of the cancellation or termination of the insurance policy or policies. Furthermore, the vendor shall provide the Brevard County Sheriff's Office with written evidence of the renewal of each such insurance policy not later than the expiration date of the initial policy or policies in force at the time that the contract to be entered into by the vendor and the Brevard County Sheriff's Office is made effective.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-contractor's insurance shall be the responsibility of the vendor.

41. FORM OF BONDS

Bid Bonds and Performance Bonds, when required, shall be submitted with the bid in the amount specified in Specifications. Unless otherwise specified in the bid documents, the bonds shall be written in a form meeting the current laws and regulations in the State of Florida. The Bidder shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his or her Power of Attorney.

42. FLORIDA PUBLIC RECORDS PROVISIONS

A. The Vendor agrees as follows:

1. Upon the request from the Brevard County Sheriff's Office custodian of public records, the vendor shall provide the Brevard County Sheriff's Office with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
2. The vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement if the vendor does not transfer the records to the Brevard County Sheriff's Office.
3. Upon completion or termination of this Agreement, transfer, at no cost, to the Brevard County Sheriff's Office all public records in possession of the vendor or keep and maintain public records required by the Brevard County Sheriff's Office to perform the service. If the vendor transfers all public records to the Brevard County Sheriff's Office upon completion of the Agreement, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion or termination of this Agreement, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Brevard County Sheriff's Office, upon request from the Brevard County Sheriff's Office custodian of public records, in a format that is compatible with the information technology systems of the Brevard County Sheriff's Office.

B. The parties agree to and acknowledge the following:

1. A request to inspect or copy public records relating to this Agreement must be made directly to the Brevard County Sheriff's Office. If the Brevard County Sheriff's Office does not possess the requested records, the Brevard County Sheriff's Office shall immediately notify the vendor of the request, and the vendor must provide the records to the Brevard County Sheriff's Office or allow the records to be inspected or copied within a reasonable time.
2. If the vendor does not comply with the request of the Brevard County Sheriff's Office for records, the Brevard County Sheriff's Office shall enforce the provisions of this Agreement to compel the vendor to so comply and the

Brevard County Sheriff's Office shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees and court costs, relative to enforcing the provisions of this Agreement.

3. If the vendor fails to provide the public records to the Brevard County Sheriff's Office within a reasonable time, the vendor may be subject to penalties under Florida Statutes, Section 119.10(2).

C. Public Records Custodian Notice:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHALL CONTACT THE SHERIFF'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY THE RECORDS MANAGER) AT 321-264-5214 OR AT BCSOpublicrecords@bcso.us OR AT BREVARD COUNTY SHERIFF'S OFFICE, ATTENTION: RECORDS, 700 PARK AVENUE, TITUSVILLE, FLORIDA 32780.

SECTION II – ITB 2020-20 SWAT NIGHT VISION DEVICES
SCHEDULE OF EVENTS

The time lines defined in this section are non-negotiable and are required to be strictly adhered to in order for vendor bids to be accepted.

Advertisement/Broadcast Date	May 14, 2020 and May 21, 2020
Deadline to Submit Appendix A (Mandatory)	May 28, 2020
Mandatory Vendor Conference	N/A
Deadline to Submit Written Questions	June 2, 2020
Answers to Questions	June 5, 2020
Formal Bid Opening	June 12, 2020 at 1:00 pm
Mandatory Oral Presentations	N/A
Evaluation Period	June 12, 2020 – June 19, 2020
Award Date on or About	June 19, 2020
Product to be Received by	TBD

**SECTION III – ITB 2020-20 SWAT NIGHT VISION DEVICES
SPECIFICATIONS**

SCOPE OF WORK:

The Brevard County Sheriff's Office is seeking competitive bids for the purpose of purchasing **Gen III Night Vision Devices – AN/PVS-14 (M914A), White Phosphor, Manufacturer Part Number INS 245620-037** for our SWAT Unit. Brevard County Sheriff's is a recipient of an SHSG Grant and these funds will be used to purchase as many of these specific devices as possible. The delivery address for the night vision devices is Brevard County Sheriff's Office, SWAT Unit, 160 Doler Lane, Cocoa, Florida 32927.

PART A – GENERAL TERMS AND CONDITIONS

1. **Proposals:** Two (2) proposals, one original and one copy, must be submitted in a SEALED envelope/package addressed to: Central Logistics Unit – Purchasing, Brevard County Sheriff's Office, 160 Doler Lane, Cocoa, Florida 32927. To prevent inadvertent opening, the mailing label must clearly indicate the ITB title and number. (This must be placed on the outside of the envelope/package).
2. **Night Vision Device Specifications:** This bid is specifically for a **Gen III Night Vision Device – AN/PVS-14 (M914A), White Phosphor, Manufacturer Part Number INS245620-037** to include the following requirements:
 - a. Device must be an L-3 Warrior System – Insight Technology product.
 - b. Device must be Manufacturer Part Number INS 245620-037. No other product will be considered.
 - c. Device must be White Phosphor and have a minimum FOM level of 2376.
 - d. The Brevard County Sheriff's Office has been awarded \$90,000 in grant monies to be used solely for the purchase of these devices. The number of devices purchased will depend upon the individual bid price for each device.
3. **Vendor Responsibility:** It is the responsibility of the vendor to understand and comply with all aspects of this Invitation to Bid. By submitting a bid, vendor is agreeing to all the terms, provisions and specifications. Failure to abide by such will result in default and subject to loss of any and all contractual agreements made on behalf of this ITB. Contact other than what is detailed in TERMS AND PROVISIONS, Section 5. Written Questions by Bidders or potential Bidders to this ITB of any Brevard County Sheriff's Office personnel to gain further information, clarification, or documentation concerning this ITB is strictly prohibited. Any violation of this requirement will be reason for disqualification by the Brevard County Sheriff's Office or its appointed staff of the Bidder from consideration for award of this ITB. Vendor must be able to provide an estimated delivery schedule upon award.
4. **Pricing:** Proposed pricing must include packing, shipping, handling, fuel and all other fees. Vendor must provide information on any applicable warranties on the system and its components. Separate pricing is requested for extended warranties and maintenance contracts if available.
5. **W-9:** A current W-9 – Request for Taxpayer Identification Number and Certification should be included with every bid submittal.

APPENDIX A – ITB 2020-20 SWAT NIGHT VISION DEVICES
ACCEPTANCE FORM

VENDOR NAME & ADDRESS:

- PROPRIETORSHIP
- PARTNERSHIP
- CORPORATION

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

Our Company has been in business under its present name since: _____

At this present time, we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in the bid package. The above named Bidder affirms and declares:

That the Bidder is of lawful age and that no other person, firm, or corporation has any interest in this bid or in the bid proposed to be entered into;

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. That the Bidder is not in arrears to Brevard County upon debt or bid and is not a defaulter, as surety or otherwise, upon any obligation to the county; that no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall become interested, directly or indirectly, surety or otherwise in this bid; in the performance of the bid; in the supplies, materials, , and work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees, if awarded the bid, to complete delivery within predetermined date(s) according to award of bids. The undersigned agrees, also, that this bid shall remain open for an evaluation period of sixty (60) days following the opening of bids.

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

~~By attaching my signature above I acknowledge that there is a mandatory vendor conference and that the following representatives will attend.~~

Please return this form by **MAY 28, 2020. Submission of this form may be by any method as outlined in Item 4. Acceptance Form-Appendix A.**

APPENDIX B – ITB 2020-20 SWAT NIGHT VISION DEVICES
DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance program, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Company)

(Printed Name)

(Title)

(Signature)

(Date)

APPENDIX C – ITB 2020-20 SWAT NIGHT VISION DEVICES
INSURANCE CHECK LIST

- 1. Comprehensive General Liability Insurance in the amount of \$1,000,000 combined single limit for each occurrence to include the following coverages: Premises/Operations; Products and Completed Operations; Personal Injury; Contractual Liability covering this contract; and Errors & Omissions.
- 2. Workers' Compensation and Employers Liability Insurance as required by Florida state law (Chapter 440) covering all employees of the vendor and subcontractors.
- 3. Auto Liability Insurance which includes coverage for all owned, non-owned, and rented vehicles with a \$1,000,000 combined single limit for each occurrence.
- 4. Excess Liability - \$ _____ per occurrence to follow the primary coverages.
- 5. Professional Liability Insurance (in the event that the contract involves professional or consulting services) in the amount of \$1,000,000 per occurrence and \$6,000,000 per aggregate. Vendor's catastrophic insurance or re-insurance limits are to be detailed and specified for protection against personal injuries, deaths, or property damages, arising from or in any manner occasioned by the acts or omissions of the vendor or anyone directly or indirectly employed by the vendor.
- 6. Certificates of insurance (COI) must be supplied to the Brevard County Sheriff's Office within ten (10) days after award of contract to a successful Bidder.
- 7. The certificates of insurance shall indicate that the policies have been endorsed to cover the Brevard County Sheriff's Office (700 South Park Avenue, Titusville, Florida 32780) as an **additional insured.**
- 8. These policies may not be canceled, modified, or terminated by the insurance company or the vendor without providing written notice to the Brevard County Sheriff's Office **not less than thirty (30) days** in advance of the cancellation or termination of the insurance policy or policies.
- 9. Other insurance as indicated: _____

Bidder and Insurance Agent Statement:

We understand the insurance requirements of these specifications, as noted by the items checked above, and that evidence of this insurance is required within ten (10) days of Bid Award.

Company: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

**APPENDIX D –ITB 2020-20 SWAT NIGHT VISION DEVICES
QUOTATION SHEET**

Please formulate your bid according to the table below.

		Price	
Gen III Night Vision Device – AN/PVS-14 (M914A), White Phosphor, Manufacturer Part Number INS245620-037		\$	
Warranty Details			
Extended Warranty Available?	NO	YES	\$
Extended Warranty Details			
Maintenance Contract Available?	NO	YES	\$
Maintenance Contract Details			
Estimated Delivery Date:			

It is the responsibility of the vendor to understand and comply with all aspects of this Invitation to Bid. By signing this document, the vendor agrees to all the terms, provisions, and specifications. Failure to abide by such will result in default and subject to loss of any and all contractual agreements made on behalf of this ITB.

Terms and Conditions agreed to by:

Company _____

Printed Name _____

Title _____

Signature _____

Date _____

Email Address _____

Phone Number _____

Business Address _____

Comments _____

