

**INVITATION TO BID (ITB)
DHSMV ITB 003-19
FLORIDA HIGHWAY PATROL (FHP) HANDGUNS AND ACCESSORIES
ADDENDUM NO. 1**

SEPTEMBER 5, 2018

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Note: Additions to the ITB are underlined and deletions are ~~stricken~~. All terms and conditions of the ITB, not modified by Addendum No. 1, shall remain in full force and effect.

Item #1

Section 3.0, SCOPE OF SERVICES, Subsection 3.2, TECHNICAL SPECIFICATIONS, item 4., Handgun Accessories, sub-item d), is hereby amended as follows:

- d) Thirty-six (36) SIG SAUER Armorer Tools each set to include the following:
 - (1) ~~Twelve (12)~~ One (1) Sight Adjustment Tools
 - (2) One (1) 1/16th Steel Punch

Item #2

Section 3.0, SCOPE OF SERVICES, Subsection 3.2 TECHNICAL SPECIFICATIONS, item 7. Handgun Slide Engraving Services, is hereby deleted in its entirety.

Item #3

Section 3.0, SCOPE OF SERVICES, Subsection 3.8 DELIVERABLES, TABLE 1, DELIVERABLE SCHEDULE, item P., is hereby deleted as follows:

P.	Handgun Slide Engraving Services	Within ninety (90) days of purchase order issuance for the initial shipment, and one hundred eighty days of purchase order issuance for all other shipments.
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Item #4

Section 3.0, SCOPE OF SERVICES, Subsection 3.9 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES, TABLE 1, PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES, is hereby amended as follows:

3.9 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

The Department has developed the following Performance Standards which shall be met by the Contractor in performance and delivery of services. The Department reserves the right to impose liquidated damages upon the Contractor for failure to comply with the performance standard requirements as set forth in Table 1, Performance Standards and Liquidated Damages, below, or as otherwise stated in the resulting Purchase Order.

TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES		
	PERFORMANCE STANDARD REQUIREMENT	LIQUIDATED DAMAGES TO BE IMPOSED
A.	The Contractor shall furnish and deliver SIG SAUER P320 (9mm), full size Handguns and the SIG SAUER P365 (9mm), micro-compact Handguns as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection A., Items 1. and 2., and Section 3.3 PACKING, SHIPPING AND DELIVERY.	Ten dollars (\$10.00), per unit, for each day beyond the due date until furnished and delivered to the Department. <u>This liquidated damage is capped at five percent (5%) of the total cost of the order.</u>
B.	The Contractor shall furnish and deliver SIG SAUER P320 Red or Blue Gun Training Handgun Replicas as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection A., Item 3. and Section 3.3 PACKING, SHIPPING AND DELIVERY.	Ten dollars (\$10.00), per day, per unit, for each day beyond the due date until furnished and delivered to the Department. <u>This liquidated damage is capped at five percent (5%) of the total cost of the order.</u>
C.	The Contractor shall furnish and deliver Handgun Accessories as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection A., Item 4., subitems (a)-(f), and Section 3.3 PACKING, SHIPPING AND DELIVERY.	Ten dollars (\$10.00), per day, per unit, for each day beyond the due date until furnished and delivered to the Department. <u>This liquidated damage is capped at five percent (5%) of the total cost of the order.</u>
D.	The Contractor shall furnish and deliver Additional Handgun Accessories as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection A., Item 5., subitems (a)-(d), and Section 3.3 PACKING, SHIPPING AND DELIVERY.	Ten dollars (\$10.00), per day, per unit, for each day beyond the due date until furnished and delivered to the Department. <u>This liquidated damage is capped at five percent (5%) of the total cost of the order.</u>

E.	The Contractor shall furnish and deliver Ammunition as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection A., Item 6., and Section 3.3 PACKING, SHIPPING AND DELIVERY.	Ten dollars (\$10.00), per day, per unit, for each day beyond the due date until furnished and delivered to the Department. <u>This liquidated damage is capped at five percent (5%) of the total cost of the order.</u>
F.	The Contractor shall provide repaired, adjusted or a new replacement SIG SAUER P320 (9mm), full size Handguns and SIG SAUER P365 (9mm), micro-compact Handguns as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection E., Warranty and 3.3 PACKING, SHIPPING AND DELIVERY.	Ten dollars (\$10.00), per unit, for each day beyond the due date until provided to the Department. <u>This liquidated damage is capped at five percent (5%) of the total cost of the order.</u>
G.	The Contractor shall provide SIG SAUER P320 Armorer Certification Course Training, and Sig Master Pistol Instructor Certification Course Training as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection F., Training.	Fifty dollars (\$50.00), per day, for each day beyond the due date until each training is provided to the Department.
H.	The Contractor shall provide handgun slide engraving service as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, subsection A., Item 7., and Section 3.3 PACKING, SHIPPING AND DELIVERY.	Ten dollars (\$10.00), per day, per unit, for each day beyond the due date until furnished and delivered to the Department.

Item #5

FORM 3 – PRICE SHEET, is hereby deleted, replaced in its entirety, and made part of this addendum. This shall be the only version of FORM 3 – PRICE SHEET, acceptable to the Department.

Item #6

DHSMV ITB 003-19, Questions and Answers, are hereby attached and made a part of this addendum.

Question(s) received on 8/29/2018 from Sig Sauer:		
1.	Question:	Please confirm that the FHP is looking for a solid rubber / polymer (non-functioning) training pistol.
	Answer:	Yes, a rubber training P320 will suffice.

2.	Question:	Request clarification on the number Armorer Tools needed. Requirement states (36) SIG SAUER Armorer's tools yet item 1 calls for (12) Sight adjustment tools. Is the FHP needing a total of (36) or (432) sight tools?
	Answer:	See Addendum No. 1, Item No. 1.
3.	Question:	Requesting that the FHP reevaluate the LIQUIDATED DAMAGES as listed in TABLE 1. Ten dollars (\$10.00), per unit, for each day beyond the due date until furnished and delivered to the Department is an excessive amount that is not seen anywhere else in the firearms industry. Liquidated damages are typically capped at 5% in the firearms industry.
	Answer:	See Addendum No. 1, Item No. 4.
4.	Question:	The P320 pistol specified by the FHP is not a COTS (Commercial Off the Shelf) item and will require a custom FHP part number. Due to the fact that the FHP has not decided if the P320 or P365 pistols will be engraved, SIG cannot begin the creation of this part number, regardless of engraving being chosen or not. SIG is requesting an additional 15 working days from the contract start date to create the custom part number and build of materials.
	Answer:	See Addendum No. 1, Items No. 2 and 3.
5.	Question:	The State of Florida's failure to pay is not a breach under the contract. The State of Florida's only responsibility under the contract (besides to return the trade-ins) is payment. Failure to pay should be considered a breach of contract.
	Answer:	The Department will not alter the ITB based on the question submitted by the Vendor. Also, please see Section 15., Invoicing and Payment, of the PUR 1000, General Contract Conditions.
6.	Question:	The contract should allow the bidder to recover costs resulting in suspension.
	Answer:	The Department will not alter the ITB based on the question submitted by the Vendor.
7.	Question:	Termination for Convenience does not permit recovery of cancellation charges. The bidder has an obligation to mitigate the costs of a termination, but if the termination results in costs to the bidder that cannot be mitigated they should be recoverable.
	Answer:	The Department will not alter the ITB based on the question submitted by the Vendor.

An additional question was received after the deadline for inquiries. It is not answered in this addendum.

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ADDENDUM NO. 1 – ITEM NO. 5

FORM 3 – PRICE SHEET (Page 1 of 3)

See Section 4.9 PRICE SHEET INSTRUCTIONS before completing price sheets.

PRICE CATEGORY A: PURCHASE OF NEW HANDGUNS, ACCESSORIES, AND AMMUNITION

CONTRACT TERM (YEARS 1-5)				
DESCRIPTION	*ESTIMATED QUANTITY		UNIT PRICE (per item)	TOTAL
SIG SAUER P320 (9mm), full size Handgun	2,482	X	\$_____ each	\$_____
SIG SAUER P365 (9mm), micro-compact Handgun	278	X	\$_____ each	\$_____
SIG SAUER P320 Red or Blue Gun Training Handgun Replica	124	X	\$_____ each	\$_____
Primary Duty SIG SAUER P320 21 round magazine	100	X	\$_____ each	\$_____
Primary Duty SIG SAUER P320 17 round magazine	100	X	\$_____ each	\$_____
SIMS SIG SAUER P320 Conversion Kit	150	X	\$_____ each	\$_____
SIG SAUER P320 Armorer Tools	36	X	\$_____ each	\$_____
SIG SAUER P320 Repair Block	5	X	\$_____ each	\$_____
Ammunition 9mm GDHP Speer (per 1,000 rounds)	1,500	X	\$_____ each	\$_____
Safariland Model 7360, 7TS™ ALS®/SLS Mid-Ride, Level III Retention™ Duty Holster; Right Handed (Primary Duty Handgun)	2160	X	\$_____ each	\$_____
Safariland Model 7360, 7TS™ ALS®/SLS Mid-Ride, Level III Retention™ Duty Holster; Left Handed (Primary Duty Handgun)	322	X	\$_____ each	\$_____
Safariland Model 7378-P365, TS High Ride UBL Series Holster Right Handed (Secondary Duty Handgun)	241	X	\$_____ each	\$_____
Safariland Model 7378-P365, TS High Ride UBL Series Holster Left Handed (Secondary Duty Handgun)	37	X	\$_____ each	\$_____
CONTRACT TERM TOTAL				\$_____

FORM 3 – PRICE SHEET (Page 2 of 3)

See Section 4.9 PRICE SHEET INSTRUCTIONS before completing price sheets.

PRICE CATEGORY B: TRADE-IN ALLOWANCE

TRADE-IN ALLOWANCE				
DESCRIPTION	*ESTIMATED QUANTITY		TRADE-IN PRICE (per item)	TOTAL
Glock 37 Gen 4 Handgun	2,482	X	\$ _____ each	\$ _____
Glock 39, compact Handgun	278	X	\$ _____ each	\$ _____
SIMS Munition Glock 17T Training Handguns	123	X	\$ _____ each	\$ _____
Glock Red 17R Training Handguns	59	X	\$ _____ each	\$ _____
Glock Red 22P Training Handguns	70	X	\$ _____ each	\$ _____
Speer 45 GAP GDHP (40%), TMJ (30%), Frangible Ammunition (30%) (per 1,000 rounds)	1,500 cases	X	\$ _____ case	\$ _____
TRADE-IN ALLOWANCE TOTAL				\$ _____

GRAND TOTAL BID PRICE	
CONTRACT TERM TOTAL	\$ _____
(MINUS) TRADE-IN ALLOWANCE TOTAL	(\$ _____)
GRAND TOTAL BID PRICE	\$ _____

The responsive and responsible Bidder with the lowest Grand Total Bid Price will receive the award.

FORM 3 – PRICE SHEET (Page 3 of 3)

See Section 4.9 PRICE SHEET INSTRUCTIONS before completing price sheets.

PRICE CATEGORY C: OPTIONAL BUY BACK

OPTIONAL BUY BACK PRICING	
DESCRIPTION	COST PER UNIT
Glock 37 Gen 4 Handgun	\$_____ each
Glock 39, compact Handgun	\$_____ each
Speer 45 GAP GDHP (40%), TMJ (30%), Frangible Ammunition (30%) (per 1,000 rounds)	\$_____ each
SIG SAUER P320 (9mm), full size Handgun	\$_____ each
SIG SAUER P365 (9mm), micro-compact Handgun	\$_____ each

FORM 3 Notes:

1. Price per unit shall include, as applicable, packing, inside delivery, and F.O.B. destination shipping charges.
2. Optional Buy Back pricing is not part of the basis of award. The Department has no estimated quantities for these options as they may be purchased by current, sworn FHP Officers personally and not through the Department.
3. All quantities are estimated and are not representative of guaranteed purchases to be made by the Department.

Please complete and sign the below bid price certification. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected. Please complete legibly.

By signature below, I hereby certify that I am qualified to and do hereby bind the Bidder to the prices bid.

Bidder:	_____		
Address:	_____		
City:	_____	State: _____	Zip: _____
Authorized Signature:	_____	Date:	_____
Title:	_____		
	Telephone: _____		