

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

TERMS AND CONDITIONS

**SALE OF MISCELLANEOUS SPENT SHELL CASINGS
THAT MAY CONTAIN LIVE ROUNDS OF AMMUNITION**

1. **SCOPE:**

In accordance with the applicable Florida State Statute and the Purchasing Division Internal Control Handbook, Chapter 15, the equipment cited herein has been declared surplus to the needs of Broward County and is hereby offered for sale to the highest bidder per the Basis of Award.

The Bid Sheet(s) is to be returned to the Purchasing Division.

2. **SUBMISSION OF BIDS: HOW, WHEN AND WHERE:**

Sealed Bids will be received by the Purchasing Division of Broward County until 2:00 p.m., Tuesday, June 24, 2008. All Bids, either mailed or walked in, will be received at the Purchasing Division, 115 South Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301. All bids must be received in a sealed envelope marked on the outside as follows:

1. Name of Bidder and Bid Number
2. Bid: **SALE OF MISCELLANEOUS SPENT SHELL CASINGS THAT MAY CONTAIN LIVE ROUNDS OF AMMUNITION**
3. Due: June 24, 2008

3. **FURTHER INFORMATION:**

Bidders requiring additional information may contact Mr. Joel Mariani or Ms. Yasmin Teja, Purchasing Agents at (954) 537-2850.

Bidders requiring technical information or wishing to make an appointment for inspection may contact Mr. Doug E. LaPrade at 954-389-2020. The items may be inspected by appointment only, between 9:00 a.m. to 3:00 p.m. on Monday and Friday (excluding holidays).

4. **CONDITION OF SALE:**

The items are offered for sale on an "as is" basis and the County offers no guarantee or warranty, expressed or implied, as to their operational or physical condition. The cost of the removal of the items from the County's premises is to be borne by the successful bidder. All sales will be final.

Successful bidder must use its own equipment in loading purchased goods. All the items must be picked up. Bidders are encouraged to view the items prior to submitting a bid.

Successful bidder is responsible for ensuring compliance with all pertinent federal, state, and local requirements including but not limited to licensing, insurance, and permits relative to the removal of the subject items.

Failure of the successful bidder to remove all awarded items within the prescribed period of time may result in the bidder being restricted from participating in future County surplus bids/or quote.

TERMS AND CONDITIONS
(Continued)

**SALE OF MISCELLANEOUS SPENT SHELL CASINGS
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5. **BASIS OF AWARD:**

The surplus property identified on the Bid Sheet is hereby offered for sale to the highest bidder. The County reserves the right to award bids for surplus property to local governmental entities located within Broward County, even when the bids are not the highest obtained, provided they are judged to be fair and reasonable by the Purchasing Division.

The County reserves the right to waive technicalities and irregularities, and accept the bid deemed most advantageous, or to reject any or all bids.

Tie Bids will be broken by lottery.

6. **TERMS AND PROVISIONS:**

Buyer hereby agrees to indemnify and save harmless the County, its commissioners, officers, agents and employees, from or on account of any injuries or damages received or sustained by any person or persons during or including, without limitation, the removal of any property purchased by the Buyer from the County and/or the sale by Buyer of any such property to third parties; or by consequence of any negligence of Buyer, its subcontractors, employees or agents in connection with same; or on account of any defect in the operation or physical condition of any such property; or on account of use of any improper materials by or any act or omission of the Buyer, its subcontractors, agents or employees. Buyer hereby agrees to indemnify and save harmless the County, its commissioners, officers, agents and employees, against any claims or liabilities, arising from or based upon the violation of any federal, state, county or local laws, ordinances or regulations by the Buyer, its subcontractors, agents or employees.

These indemnifications shall survive the conveyance of any properties to the Buyer. In the event any action or proceeding is brought against the County by reason of any such injury, damages, claim or liability, Buyer, upon written demand from the County, at Buyer's sole expense, shall resist and defend such action or proceeding by counsel satisfactory to the County.

All property is sold "as is" and where is". The County makes no warranties or guarantees expressed or implied to the operation or condition of any piece of equipment.

ALL SALES ARE FINAL. NO REFUNDS. NO EXCHANGES.

Successful bidder agrees to comply with all terms and provisions as listed above.

TERMS AND CONDITIONS
(Continued)

**SALE OF MISCELLANEOUS SPENT SHELL CASINGS
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7. **TERMS OF SALE:**

The amount due from the successful bidder must be paid in full by government check or cashier's check made payable to the "Board of County Commissioners, Broward County, Florida" within fourteen (14) calendar days following written notification of award.

If the successful bidder fails to make payment within fourteen (14) calendar days from date of Notification of Award, the County reserves the right to award the items to the second high bidder or dispose of the item(s) in accordance with the County Procurement Code.

Notification of Award will contain instructions as to submission of amount due. Removal of property must be completed within fourteen (14) calendar days from date of Notification of Award.

NOTE:

If the successful bidder fails to remove item(s) within fourteen (14) calendar days from Notification of Award, the County reserves the right to award the items to the second high bidder or dispose of the item(s) and the bidder may forfeit any monies paid to the County.

THE FAILURE OF THE SUCCESSFUL BIDDER TO MAKE PAYMENT WITHIN THE PRESCRIBED PERIOD OF TIME MAY RESULT IN THE BIDDER BEING RESTRICTED FROM PARTICIPATING IN FUTURE COUNTY SURPLUS BIDS/OR QUOTES.

8. **SALES TAX:**

The amount due will be the total bid amount plus 6% State Sales Tax with the exception of governmental entities and/or tax exempt entities. Tax exempt non-governmental entities should provide tax exemption certification with their bid.

9. **OTHER CONDITIONS:**

Bids may not be withdraw for a period of ninety (90) days after due date. Withdrawal of bid after this period must be in the form of a written notification to the Purchasing Director, and can be submitted only if any award of contract has not been made within this ninety (90) day time period.

TERMS AND CONDITIONS
(Continued)

SALE OF MISCELLANEOUS SPENT SHELL CASINGS
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10. **PICKUP AND ACCEPTANCE:**

Pickup is desired within ten (10) calendar days after receipt of notification. Vendor who cannot meet pickup requirements may be considered non-responsive. Pickup is to be made at the following location:

PICKUP HOURS:
MONDAY: 8:00 AM – 12:00 PM
FRIDAY: 12:00 PM – 5:00 PM
LOCATION:
MARKHAM PARK TARGET RANGE
16001 W. STATE ROAD #84
FT. LAUDERDALE, FL 33326

CONTACT: Mr. Doug E. LaPrade at 954-389-2020

11. **SPECIAL INSTRUCTIONS:**

Containers of spent shell casings may contain live rounds of ammunition. Buyer is responsible for removing and properly disposing of any live ammunition in accordance with any federal, state or local regulations.

The container(s) are to be provided by Parks and Recreation Division. Vendor is responsible for returning the empty container(s) to the Markham Park Target Range.

The container(s) will be approximately three quarters full containing non sifted brass, non-brass shell casings, dirt, sand and/or debris.

Please call Markham Park Target Range to see a sample container. Bidders are strongly urged to examine sample container prior to bid submission.

BID SHEET

**SALE OF MISCELLANEOUS SPENT SHELL CASINGS
THAT MAY CONTAIN LIVE ROUNDS OF AMMUNITION**

TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

Please fill in all blanks and return the Bid Sheets(s). In accordance with your notice for Sale of Miscellaneous Spent Shell Casings that may contain Live Rounds of Ammunition, the bidder offers the following:

Please Note: The weight indicated below is approximate.

ITEM NO.	DESCRIPTION	BID AMOUNT	PLUS ADD 6% TAX	TOTAL BID AMOUNT
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1.	NON-SHIFTED SHELL CASINGS Fifteen (15) Containers Each container 32-gallon capacity Each container approximately 3/4 full CONTENTS OF EACH CONTAINER: Brass Shell Casings Non-Brass Shell Casings Dirt, Sand and Debris (Shells Not Shifted)	\$ _____	\$ _____	\$ _____
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NAME OF BIDDER _____

AUTHORIZED SIGNATURE: _____

By signing this bid sheet your entity is agreeing to the Terms and Conditions of the Bid.

BID SHEET
(Continued)

SALE OF MISCELLANEOUS SPENT SHELL CASINGS
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NAME OF ENTITY: _____

NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL I.D. #: _____

DUN & BRADSTREET NO. _____

SIGNATURE: _____

TYPED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE: _____

PHONE (____) _____

FAX (____) _____

Tax Exemption Certificate:

Do you qualify for Florida Sales Tax Exemption?

YES NO

If you qualify please provide tax exemption certification number and include copy of tax exemption certificate with your submittal _____

Please indicate if you have included a copy of tax exemption certificate with your submittal?

YES NO

ACKNOWLEDGMENT IS HEREBY MADE OF THE FOLLOWING ADDENDA OR AMENDMENTS (IDENTIFIED BY NUMBER) RECEIVED SINCE ISSUANCE OF THIS BID:
