SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT #46000000-15-1 FOR DEFENSE PRODUCTS

BID #: PSC-0503-16 **OPEN DATE: 06/09/2016**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF CONTRACT THROUGH SEPTEMBER 30, 2018, WITH THREE (3) ANNUAL RENEWAL OPTIONS

AGENCY: JACKSONVILLE SHERIFF"S OFFICE

BASIS OF AWARD: PIGGYBACK STATE OF FLORIDA CONTRACT #46000000-15-1

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to ratify the period of service from October 1, 2018 to September 30, 2021, with the same terms and conditions.

Recommend approval to amend renewal language to coincide with State of Florida's Contract #46000000-15-1, Defense Products between the State of Florida and Lawman's & Shooters' Supply, Inc., to amend the language from "with up to thee (3) annual renewal options based on the State of Florida's renewal to read "upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with Section 287.057 (13) F.S". The total not-to-exceed expenditure amount of $2,606,000.00, remains the same.

Funding for this award to be encumbered by account SHPP011PR-05204, to be executed by formal contract through the Office of General Counsel. This funding is FY2019, FY2020 and FY2021.

ATTACHMENTS: Recommendation Memo; Amendment No. 2; Previous Award.

ANALYST: _____ DUSTIN FREEMAN

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Bill Clement, CPA, Chief of Budget

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

From: Bill Clement, CPA
Chief of Budget

Subject: PSC-0503-16 – Piggyback State of Florida Contract #46000000-15-1 Defense Products

Date: November 2, 2018

We are recommending approval to amend the award dated June 9, 2016, with Lawmen's & Shooters Supply, Inc., to amend the renewal language to coincide with the renewal language on the State of Florida Contract #46000000-15-1 Defense Products. We are requesting to amend the language from "with up to three (3) annual renewal options based on the State of Florida's renewal" to read "upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057 (13). F.S". The State of Florida issued Amendment No.: 1, Special Contract Conditions on August 30, 2018. We are also requesting to amend the award dated October 12, 2018, to include ratification language back to October 1, 2018. The total not to exceed expenditure amount is $2,606,000.00 through September 30, 2021, remains the same. I am attaching a copy of Amendment 1 and Florida Statue 287.057 (13) for your review. These changes are being requested by the Office of General Counsel in order to complete the contract amendment.

Please let me know if you require any additional information. Thank you for your assistance.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
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AMENDMENT NO.: 1
Contract Amendment

Lawmen's and Shooter's Supply, Inc.

and

The State of Florida
State Term Contract No.
46000000-15-1

This Amendment ("Amendment") to the Defense Products Contract No. 46000000-15-1 ("Contract"), effective as of the last date upon which this Amendment is signed by all Parties, is between the State of Florida, Department of Management Services ("Department") and Lawmen's and Shooter's Supply, Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the STC unless otherwise defined herein.

WHEREAS, on October 1, 2015, the Department entered into an STC with Lawmen's and Shooter's Supply, Inc. for the provision of Defense Products; and,

WHEREAS, the Parties agreed that the STC may be amended by mutual agreement as provided in section 42 ("Modification of Terms") of the General Contract Conditions incorporated into the STC; and,

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. **Contract Amendment.** The STC is amended to replace the General Contract Conditions of the PUR 1000 in its entirety with the Special Contract Conditions attached to this Amendment. Any and all references in the STC to terms and conditions of the PUR 1000 are hereby replaced with the corresponding terms and conditions as written in the attached Special Contract Conditions, which is incorporated into the STC by reference herein.

II. **Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the STC, the terms of this Amendment shall control.

III. **Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective Party.

IV. **Effect.** Unless as otherwise modified by this Amendment, all terms and conditions contained in the STC shall continue in full force and effect.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
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IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:	**Contractor:**
Department of Management Services	**Lawmen's and Shooter's Supply, Inc.**
Signed By:	Signed By:
Name: Roselyn Ingram	Name: C. Reed Knight III
Title: Director and Chief Procurement Officer	Title: Vice President
Date: 8/30/18	Date: 8-7-18

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
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IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Signed By:_____
Name: Rosalyn Ingram
Title: Director and Chief Procurement Officer
Date: _____

Contractor:
Lawmen's and Shooter's Supply, Inc.

Signed By:_____
Name: C. Reed Knight III
Title: Vice President
Date: _____

Defense Products
46000000-15-1

SPECIAL CONTRACT CONDITIONS

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In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference, but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the Contract; (b) notify the Contractor of the noncompliance or default and require correction

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
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AMENDMENT NO.: 2
Contract Renewal

Lawmen's and Shooter's Supply, Inc.

and

The State of Florida
State Term Contract No.
46000000-15-1

This Amendment ("Amendment"), effective as of October 1, 2018, to the Defense Products Contract No. 46000000-15-1 ("Contract" or "STC"), is between the State of Florida, Department of Management Services ("Department") and Lawmen's and Shooter's Supply, Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the STC unless otherwise defined herein.

WHEREAS, on October 1, 2015, the Department entered into an STC with Lawmen's and Shooter's Supply, Inc. for the provision of Defense Products; and,

WHEREAS, the Parties agreed that the STC may be amended by mutual agreement as provided in section 42 ("Modification of Terms") of the General Contract Conditions incorporated into the STC; and,

WHEREAS, the Parties agree to renew the STC; and,

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. **Contract Renewal.** Pursuant to section 2.2 ("Renewal") of the Special Contract Conditions, the STC is hereby renewed for a period of three (3) years, with a new contract expiration date of September 30, 2021, under the same terms and conditions.

II. **Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the STC, the terms of this Amendment shall control.

III. **Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective Party.

IV. **Effect.** Unless as otherwise modified by this Amendment, all terms and conditions contained in the STC shall continue in full force and effect.

The 2018 Florida Statutes

Chapter 287.057 Procurement of commodities or contractual services.

(13) Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever is longer. Renewal of a contract for commodities or contractual services must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed must be specified in the bid, proposal, or reply, except that an agency may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (3)(a) and (c) may not be renewed. With the exception of subsection (10), if a contract amendment results in a longer contract term or increased payments, a state agency may not renew or amend a contract for the outsourcing of a service or activity that has an original term value exceeding $10 million before submitting a written report concerning contract performance to the Governor, the President of the Senate, and the Speaker of the House of Representatives at least 90 days before execution of the renewal or amendment.

SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT #46000000-15-1 FOR DEFENSE PRODUCTS

BID #: PSC-0503-16 OPEN DATE: 06/09/2016

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF CONTRACT THROUGH SEPTEMBER 30, 2018, WITH THREE (3) ANNUAL RENEWAL OPTIONS

AGENCY: JACKSONVILLE SHERIFF"S OFFICE

BASIS OF AWARD: PIGGYBACK STATE OF FLORIDA CONTRACT #46000000-15-1

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to piggyback State of Florida's Contract #46000000-15-1 between the State of Florida and Lawman's & Shooters' Supply, Inc., for the purchase of ammunition and less lethal products for the Jacksonville Sheriff's Office. The period of service from date of contract execution through September 30, 2018 with up to three (3) annual renewal options based on the State of Florida's renewals. The total not-to-exceed amount of $1,070,000.00.

Funding for this award to be encumbered by account SHPP011PR-05204, to be executed by formal contract through the Office of General Counsel. This funding is FY2016, FY2017 and FY2018.

ATTACHMENTS: Recommendation Memo; Contract; Risk Approval; Certificate of Liability

ANALYST: _____ CHELSEY RENFROE

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Michael Bruno, Director of Corrections

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING ____ DATE: 6-9-16

Teresa R. Eibner _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 6/09/16

MK APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT #46000000-15-1 FOR DEFENSE PRODUCTS

BID #: PSC-0503-16 OPEN DATE: 06/09/2016

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF CONTRACT THROUGH SEPTEMBER 30, 2018, WITH THREE (3) ANNUAL RENEWAL OPTIONS

AGENCY: JACKSONVILLE SHERIFF"S OFFICE

BASIS OF AWARD: PIGGYBACK STATE OF FLORIDA CONTRACT #46000000-15-1

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the renewal for a three (3) year period to piggyback State of Florida's Contract #46000000-15-1 between the State of Florida and Lawman's & Shooters' Supply, Inc., for the purchase of ammunition and less lethal products for the Jacksonville Sheriff's Office. The period of service is from date of contract execution through September 30, 2021. The not to exceed expenditure amount for the renewal period is $1,536,000.00, with $512,000.00 from FY19, $512,000.00 from FY20, and $512,000.00 from FY21. The total not-to-exceed amount of $2,606,000.00.

Funding for this award to be encumbered by account SHPP011PR-05204, to be executed by formal contract through the Office of General Counsel. This funding is FY2019, FY2020 and FY2021.

ATTACHMENTS: Recommendation Memo; Amendment No. 2; Vendor Letter/Quote, Previous Award.

ANALYST: Marleen Doran MARLEEN DORAN RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Tom Hackney, Director of Personnel & Professional Standards

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 10/11/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 10/12/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Ola, Ruben

From: Freeman, Dustin
Sent: Tuesday, December 04, 2018 10:29 AM
To: Ola, Ruben
Subject: Fwd: PSC-0503-16 Piggyback State of Florida Contract for Defense Products Award Correction
Attachments: PSC-0503-16 Amendment Signed.pdf; ATT00001.htm

Ruben - can you prepare for me?

Thx!

Respectfully,
Dustin L. Freeman
Manager of Purchasing Services
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph. 904-255-8811
Email: dustinf@coj.net

****** Florida has a very broad public records law. As a result, any written communication created or received by City of Jacksonville officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone. ******

Begin forwarded message:

From: "Baines, Deidra B." <Deidra.Baines@jaxsheriff.org>
Date: December 4, 2018 at 10:27:22 EST
To: "Freeman, Dustin" <DustinF@coj.net>
Subject: PSC-0503-16 Piggyback State of Florida Contract for Defense Products Award Correction

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Dustin,

Attached is a request for a correction to the previous award that OGC has asked to be processed.

Let me know if you have any questions.