

WASHINGTON COUNTY ARKANSAS

ATTN: Alisha Willett
280 N College Ave, Suite 530
Fayetteville, AR 72701



INVITATION TO BID

DUE: 4:00 PM – May 09, 2016

Sealed Bids must be clearly marked on the outside of the package with:
“BID 2016-06 SWAT Equipment for DEM”

BIDS WILL BE OPENED MAY 10, 2016 @ 9:00 AM

**LOCATION: WASHINGTON COUNTY COURTHOUSE
280 N. COLLEGE AVE, SUITE 530, FAYETTEVILLE, AR 72701**

BID 2016-06 SWAT Equipment for DEM

GENERAL: Washington County is requesting competitive sealed bids for SWAT Equipment, for the Washington Department of Emergency Management.

GENERAL SPECIFICATIONS: Washington County is soliciting bids for the purchase of Armasight CO-LR 3P MG Night Vision Clip-On System, Flir MilSight S135 MUNS AN/ PVS-27 Night Sight, and AN/PVS-14 Night Vision Monocular SFK Kits for the Department of Emergency Management

REQUIREMENT: Bidders failing to comply with any of the following requirements will not be considered for the evaluation and award process:

1. Bidders must quote 100% of all items within each category; however bidders are not required to bid every category.
2. Bidders are required to list brand names on the items bid.

INFORMATION: For additional information, email purchasing@co.washington.ar.us. Bidders shall direct bid inquiries to the Washington County Purchasing Office.

FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR BID IN A SEALED ENVELOPE LABELED “BID 2016-06 SWAT EQUIPMENT FOR DEM”.

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the Washington County Purchasing Division on or before the specified date and time.

LATE BIDS WILL NOT BE ACCEPTED.

The undersigned hereby offers to furnish & deliver the articles and/or service as specified, and all parts of this offer at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by Bidder and Washington County

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

INDEX

Bid Cover Sheet.....	Page 1
Terms & Standard Conditions.....	Page 3
1. Bid Security.....	Page 4
2. Affirmative Action & Equal Employment.....	Page 4
3. Insurance.....	Page 4
4. Scope.....	Page 4
5. Contract.....	Page 4
6. Submission of Bids.....	Page 5
7. Exceptions.....	Page 5
8. Notice to Bidders.....	Page 5
9. Award of Contract.....	Page 5
10. Timeline Schedule.....	Page 5
11. General Specifications.....	Page 6
12. Bid Pricing List.....	Page 8

TERMS AND STANDARD CONDITIONS

1. When submitting a "Bid or Proposal", the bidder warrants that the commodities covered shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified.
2. Sales or use tax is not to be shown in bid price but is to be added by the vendor to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. Vendors are to register and pay both taxes directly to the Arkansas State Revenue Dept.
3. When bidding other than the brand and/or model specified in the "RFB", the brand and/or model must be listed and descriptive literature attached to the document. County may require examples of product bid.
4. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
5. Specifications furnished with this "RFB" are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and / or models approved as equal to designated products shall receive equal consideration.
6. Samples of items when required must be furnished free and, if not called for within 30 days from the date of the bid opening, will become the property of Washington County.
7. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Washington County. Charges may not be added after the bid is opened.
8. The Purchasing Division reserves the right to award items, all or none, or by line item(s).
9. Quality, time and probability of performance will be some of the factors in making an award.
10. Guarantees and warranties should be submitted with the RFB, as they may be a consideration in making an award.
11. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
12. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of Washington County.
13. When noted, the Contractor is to supply Washington County with evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation in accordance with the laws of the State of Arkansas, public liability and property damage. The Contractor shall pay all premiums and costs. In no way will the County be responsible in case of accident.
14. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications at the rate of \$50.00 per day.
15. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders' information ONLY and will be used for tabulation and presentation of the bid and the participant reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
16. Washington County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the vendor, to accept any item in the bid. If unit prices and extensions thereof do not coincide, Washington County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
17. All RFB's must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
18. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
19. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

1. BID SECURITY

A. All bids are required to include a Bid Security with the bid. Make Bid Security payable to Washington County, Arkansas in the amount equal to five percent (5%) of \$20,000. Bid Security may be in the form of following:

1. **Bid Bond** issued by a surety licensed to conduct business in the State of Arkansas
2. **Certified Check**
3. **Cashier's Check**
4. **Letter of Credit from their Bank**

B. The successful bidder's Bid Security will be retained until he has signed the contract agreement and furnished the required insurance certificates, and furnished Performance and Payment bonds.

C. The owner reserves the right to retain the security of the two next lowest bidders until the lowest bidder enters into contract or purchase order agreement or until 60 days after bid opening, whichever is shorter. All other bid securities will be returned as soon as possible. If a bidder refuses to enter into a contract, the owner will retain his Security as liquidated damages, but not as a penalty.

2. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this bid is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this bid from complying with such laws and regulations.

3. INSURANCE

A. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the request for proposal. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Washington County (where labor is involved)

- B. (i) Workers Compensation: As required by the State of Arkansas.
(ii) Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract. Minimum shall be the total amount of contract.

4. SCOPE

The purpose of this request for Bid is to establish a contract for the purchase of SWAT equipment for the Washington County Department of Emergency Management.

5. CONTRACT

5.1 If applicable a sample of the vendor's contract should accompany the bid.

5.2 The term of the contract shall be one year from date of award,

6. SUBMISSION OF BIDS

All bids will be submitted on the forms provided by the County. All bid forms must be signed by a representative of the company having the legal authority to bind the bidder contractually. Bidder's signature on the face of the bid form indicates bidder's agreement to be governed by Federal, State and County laws and regulations.

Should a bidder find discrepancies in the specifications, or should (s)he be in doubt as to the meaning or intent of any part thereof, bidder must, no later than 48 hours prior to the bid opening, request clarification from the County. Written requested maybe emailed to purchasing@co.washington.ar.us. Oral instructions or explanations will not be binding. Only written addenda shall be binding. Any addenda resulting from these requests for clarification will be faxed or delivered to all listed holders of the bid document and posted on the County web-site. Bidders shall acknowledge the receipt of all addenda. Any addenda or bulletins issued during the time of bidding shall become part of the documents provided to bidders for the preparation of their bids. Any such addenda or bulletins shall be covered in the bid, and shall be made part of the resulting agreement.

7. EXCEPTIONS

In the event a bidder desires to take exception to any term or condition set forth in the Sample Agreement, and/or any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this Request for Bid. **Exceptions or deviations to any of the terms and conditions must not be added to the Request for Bid pages but must be a separate document accompanying the bid.**

Should the County omit anything from this bid request which is necessary to provide a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing Department at least forty-eight (48) hours prior to the time and date of the bid opening shown on page one (1).

8. NOTICE TO BIDDERS

The County may not consider bids from individuals, contractors, firms or corporations included in the following categories:

- A. Any organization or individual currently in arrears or in default to the County on a previous debt or contract.
- B. Any organization or individual currently in default as surety, or otherwise, for any obligation to the County.
- C. Any organization or individual who has previously failed to faithfully perform a contract with Washington County.

9. AWARD OF CONTRACT

In as much as time is of the essence bidders are advised that contract award will be made to the bidder with:

9.1 The lowest responsible and responsive bid and,

9.2 The compliance with specifications.

Washington County reserves the right to reject any or all bids submitted in response to this solicitation, to waive an informality or technicality, or to accept bids deemed to be in the best interest of the County.

10. TIME SCHEDULE

10.1 BID posted on County website and legal notice published, May 1, 2016

10.2 BID requests for interpretations to be submitted by 2:00PM on May 4, 2016

10.3 BID due at 4:00 PM, Monday, May 9, 2016

10.4 BID opened at 9:00 AM, Tuesday, May 10, 2016

11. GENERAL SPECIFICATIONS

It is the intent of these specifications, to describe in sufficient detail, to secure bids on comparable equipment. All parts not specifically mentioned which are necessary, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is usually provided to the trade in general.

11.1 Armasight CO-LR 3P MG Night Vision Clip-On System (with Option of Improved Intensifier)

The Armasight CO-LR (Clip On - Long Range) Is a night vision unit that mounts in front of any existing day scope, converting the scope into a night vision-capable device with a viewing range of up to 1000 yards. Suitable for use with most commercial and military specification daytime scopes (up to 12X magnification), the CO-LR can be mounted/dismounted on any standard Picatinny rail in seconds, with no special tools required. Because the CO-LR can be mounted to an existing day scope, no re-zeroing is required.

The CO-LR allows the user to maintain consistent positioning and shooting accuracy, all while maintaining the use of a fully familiar day scope.

The CO-LR is packed with innovative features like automatic brightness control, bright light shut-off, and wireless remote control. MIL-STD-810 housing of CO-LR is designed to take just about anything the great outdoors can throw at it.

A. General Specifications:

- Simple and quick conversion of day scope to Night Vision
- Manual Gain control
- Mounts in front of riflescope with no re-zeroing required
- Equipped with wireless remote control
- Powered by a single alkaline 1.5V AA or 3V CR123A lithium battery
- Quick-release mount
- Mil standard compliant
- Limited two-year warranty

B. Technical Specifications:

Image Tube	Gen 3 P • High Performance ITT 64-72 lp/mm PINNACLE- IIT
Magnification	1 x (recommended to use with up to 12x day time optics)
Len System	F1:1.54, 108 mm
FOV(°)	10°
Exit Pupil (mm)	40mm
Range of Focus (m)	10 m to Infinity
Diopter Adjustment	No
Controls	Direct
Remote Control	Yes (Wireless)
Brightness Control	Manual
Bright Light Cut-off	Yes
Infrared Illuminator	Detachable Long Range IR Illuminator
Low Battery Indicator	Yes
Power Supply	CR123 Lithium 3V (1) °AA Alkaline 1.5V (1) or any AA or CR123 type rechargeable batteries with voltage from 1.2 V to 3.2V (1)
Battery Life	Up to 60 (3V) hours; up to 30 (1.5V) hours
Environmental Rating	Waterproof
MIL-STD-810	Complies
Operating Temperature	-40°C to +50°C
Storage Temperature	-50°C to +50°C
Dimensions	235 x 97x 80 mm/9.25"x 3.8"x 3.14"
Weight	0.91 kg/ 2 lbs

11.2 Flir MilSight S135 MUNS AN/ PVS-27 Night Sight

- A. Compatible with Standard Sight: Designed to mount on any MIL-STD-1913 rail interface forward of an existing scope, adding night vision capabilities to target acquisition platforms
- B. Multi use design: Offers mission flexibility as a high-resolution night vision weapon sight, mounted on a spotting scope for long range reconnaissance, hand-held as an observation device, or used in other night-time operations requiring night vision capabilities
- C. Optimized for medium and long-range sniper weapons: Effective on all weapons from carbines to .50 caliber semiautomatic and bolt action sniper rifles, including the M110, SR-25/MK11, XM107, .338 Lapua, .308 M24, Chandler & .300 Win Mag

- D. Built-in image intensifier protection for added longevity: Includes FLIR's proprietary Shock Mitigation System™ (SMS™), allowing the unit to be used on weapons up to and including .50 caliber bolt-action rifles
- E. Small and lightweight: Highly portable design reduces operator fatigue
- F. Simple operation: Large, rugged controls for basic image adjustment, no complicated menus to navigate
- G. No special batteries required: Runs on common AA batteries
- H. It's all FLIR inside: FLIR controls the entire supply chain on the critical technology inside the MUNS sight ensuring fast service and long term support
- I. System Characteristics:
 - Magnification Unity
 - Optimum Dayscope Magnification 3X to 20X
 - Focus Range 15 m to Infinity
 - Field of View 10°
 - Image Intensifier Gain 1,000 – 75,000
- J. Boresight Characteristics (References I2 & IR Channels):
 - Accuracy Factory Aligned to ½ MOA or Better
 - Adjustments None
 - Repeatability Within ½ MOA
- K. Physical Characteristics:
 - Shock Mitigation System™ (SMS™)
 - Operating Temperature -30° to +60° C
 - Submersion 33 ft.
 - Interface (to MIL-STD 1913) LaRue Adjustable Double Locking Lever Mount
- L. Power:
 - Power requirements 2 AA
- M. Dimensions, Weight & Mounting:
 - Interface (to MIL-STD 1913) Single Locking Lever
 - Length 8.7 in
 - Weight (w/o batteries) 50 oz
 - Max Height Above Rail 3.75 in
- N. Interfaces:
 - Command and Control On/Off/Gain, Focus
- O. Performance:
 - Resolution (Minimum) 4.2 cy/mr
 - Resolution (Typical) 5.0 cy/mr
- P. Facial ID Ranges:
 - Starlight, Low Contrast 100 m
 - Starlight, Optimum Contrast 140 m
 - ¼ Moonlight, Low Contrast 140 m
 - ¼ Moonlight, Optimum Contrast 180 m
- Q. Man Detection Ranges:
 - Starlight, Low Contrast 970 m
 - Starlight, Optimum Contrast 1350 m
 - ¼ Moonlight, Low Contrast 1380 m
 - ¼ Moonlight, Optimum Contrast 1730 m
- R. Optical Characteristics:
 - Objective Lens Focal Length 92 mm
 - Objective Lens f/Number f/1.0
 - Output Optic Exit Pupil Diameter 40 mm

11.3 AN/PVS-14 Night Vision Monocular SFK Kit

AN/PVS-14 Night Vision Monocular SFK Kit, FOM 1600+(single battery monocular with built in IR and manual gain control, automatic brightness control, manufacturer tube data sheet, headset, swing arm adapter, PASGT or MICH helmet mount, cantilever weapon mount, rubber eye guard, 2 AA batteries, daylight filter, neck cord, demist shield, sacrificial window, 4 brow pads, operator's manual, lens cleaning kit, shoulder strap, carry bag, 5 year standard manufacturer warranty on housing and 10 year standard manufacturer warranty on tube. 100% MADE IN THE USA.)

A. Part#: AN/PVS-14

B. Technical Specifications:

U.S. Mil-Spec Gen 3	Thin Filmed, Pinnacle, Auto Gated Intensifier Tube
Weight	13 ounces Size (inch):2.25x2.5x5
Power Source	AA battery
Field of View	40 degree
Diopter Adj	-6 to +2 diopters
Eye Relief	25mm
Obj. Lens	27mm,f/1.23
Focus Range	9.8" to inf.
Magnification	1 power
Detection Range	500m (quarter moon)
Tube Resolution	64-72 lp/mm
Signal to Noise Ratio	25.0 min.
Photocathode Response	1800 min.
Electronic Background Input(EBI)	2.5 max

12. BID PRICING LIST

Armasight CO-LR 3P MG Night Vision Clip-On System (with Option of Improved Intensifier)

Standard Price Per System:
Price with Option of Improved Intensifier:

Flir MilSight S135 MUNS AN/ PVS-27 Night Sight

Standard Price Per Sight:

AN/PVS-14 Night Vision Monocular SFK Kit

Standard Price Per Kit:
