

WASHINGTON COUNTY ARKANSAS

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



INVITATION TO BID

DUE: 4:00 PM – August 15, 2016
Sealed Bids must be clearly marked on
the outside of the package with:
**“BID 2016-09 Firearms for Sheriff’s
Dept”**

BIDS WILL BE OPENED AUGUST 16, 2016 @ 9:00 AM
LOCATION: WASHINGTON COUNTY COURTHOUSE
280 N. COLLEGE AVE, SUITE 530, FAYETTEVILLE, AR 72701

BID 2016-09 FIREARMS FOR SHERIFF’S DEPARTMENT

GENERAL: Washington County is requesting competitive sealed bids for firearms, for the Washington County Sheriff’s Department.

GENERAL SPECIFICATIONS: The Washington County Sheriff’s Office is currently soliciting quotes from licensed gun dealers who are authorized Glock and Remington law enforcement dealers within the state of Arkansas for trading various used firearms in exchange for new Glock and Remington firearms.

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
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 2016-09 FIREARMS FOR SHERIFF’S DEPT”.

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: _____

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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 an amount equal to five percent (5%) of the bid sum. 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. CONTRACT

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

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

5. 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.

6. 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).

7. 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.

8. 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:

8.1 The lowest responsible and responsive bid and,

8.2 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.

9. TIME SCHEDULE

9.1 BID posted on County website and legal notice published, July 17, 2016

9.2 BID requests for interpretations to be submitted by 2:00PM on August 10, 2016

9.3 BID due at 4:00 PM, Monday, August 15, 2016

10.4 BID opened at 9:00 AM, Tuesday, August 16, 2016

10. GENERAL SPECIFICATIONS

The Washington County Sheriff's Office is currently soliciting quotes from licensed gun dealers who are authorized Glock and Remington law enforcement dealers within the state of Arkansas for trading various used firearms in exchange for new Glock and Remington firearms.

The firearms to be traded will be available for viewing by appointment only at the Washington County Sheriff's Office by calling Barbara Stidham at 479-444-5718.

The Bid/Purchase requirements will include:

10.1. Price difference between the trade-in of all firearms listed in exhibit A and B for the purchase of all new firearms and other sundry items listed in in exhibit C.

10.2. All dealers must be an authorized Glock and Remington Law Enforcement Firearms dealer within the state of Arkansas and provide documentation from the perspective manufacturer as such.

10.3. This bid/purchase shall allow Washington County Sheriff's Office Members to purchase weapons specified as "trade-in allowances" (found in exhibit A) in this bid. The basis of award will be on the estimations; however, Washington County reserves the right to deviate from estimated quantities. Sheriff's Office Members will be allowed first-choice to purchase weapons which were previously issued to them by the department (listed in Exhibit A as "Trade-In Allowances"). The Sheriff's Office reserves the right to specify which weapons were issued to whom. Any Sheriff's Office Member, after purchasing their first choice, will be allowed to purchase additional weapons as long as it does not conflict with another person's first choice request

10.4. Bidder/vendor will be responsible for handling cost of transference and handling of all weapons purchased by Washington County Sheriff's Office Members. Vendor may charge a reasonable fee to those members purchasing the trade-in weapons to cover the costs of transference and handling of the weapons

10.5. Exhibit A consists of department issued weapons for trade

10.6. Exhibit B consists of confiscated/converted weapons for trade

10.7. Exhibit C consists of weapons and other sundry items for purchase

10.8. Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the furnishing of the items bid. Sales tax is not to be included in the bid price. Applicable Arkansas sales tax laws will apply to this bid, but will not be considered in award of the bid

10.9. Bidders/vendors will allow the Washington County Sheriff's Office a sixty (60) day phase period from the date of receipt of all new weapons to train personnel and issue new weapons before requiring delivery of traded-in weapons

10.10. This bid/purchase will be awarded as a single transaction for the all items listed in Exhibits A, B and C.

11. BID PRICING LIST

Exhibit A – Trade In Total	Exhibit B – Trade In Total	Exhibit C – Purchase Total

Total Purchase Price:

_____ (Including Trade)

Exhibit A

	Make/Model	Serial #
1	SHOTGUN, REMINGTON 870	B011457M
2	SHOTGUN, REMINGTON 870	A003923M
3	SHOTGUN, REMINGTON 870	A003916M
4	SHOTGUN, REMINGTON 870	T132718V
5	SHOTGUN, REMINGTON 870	A003879M
6	SHOTGUN, REMINGTON 870	A003875M
7	SHOTGUN, REMINGTON 870	V646853V
8	SHOTGUN, REMINGTON 870	A003958M
9	SHOTGUN, REMINGTON 870	X186207M
10	SHOTGUN, REMINGTON 870	B012358M
11	SHOTGUN, REMINGTON 870	B012388M
12	SHOTGUN, REMINGTON 870	X186195M
13	SHOTGUN, REMINGTON 870	V646832V
14	SHOTGUN, REMINGTON 870	A003956M
15	SHOTGUN, REMINGTON 11-87	PC535458
16	SHOTGUN, REMINGTON 11-87	PC704197
17	SHOTGUN, REMINGTON 11-87	PC702088
18	SHOTGUN, REMINGTON 11-87	PC497903
19	SHOTGUN, REMINGTON 11-87	PC536099
20	SHOTGUN, REMINGTON 11-87	PC702092
21	SHOTGUN, REMINGTON 11-87	PC605507
22	SHOTGUN, REMINGTON 11-87	PC610537
23	SHOTGUN, REMINGTON 11-87	PC652584
24	SHOTGUN, REMINGTON 11-87	PC704198
25	SHOTGUN, REMINGTON 11-87	PC702090
26	SHOTGUN, REMINGTON 11-87	PC652579
27	SHOTGUN, REMINGTON 11-87	PC704201

	Make/Model	Serial #
28	SHOTGUN, REMINGTON 11-87	PC535209
29	SHOTGUN, REMINGTON 11-87	PC610350
30	SHOTGUN, REMINGTON 11-87	PC610539
31	SHOTGUN, REMINGTON 11-87	PC493242
32	SHOTGUN, REMINGTON 11-87	PC704200
33	SHOTGUN, REMINGTON 11-87	PC543443
34	SHOTGUN, REMINGTON 11-87	PC652509
35	SHOTGUN, REMINGTON 11-87	PC497913
36	SHOTGUN, REMINGTON 11-87	PC497919
37	SHOTGUN, REMINGTON 11-87	PC497960
38	SHOTGUN, REMINGTON 11-87	PC535461
39	SHOTGUN, REMINGTON 11-87	PC702089
40	SHOTGUN, REMINGTON 11-87	PC610361
41	SHOTGUN, REMINGTON 11-87	PC652556
42	SHOTGUN, REMINGTON 11-87	PC704147
43	SHOTGUN, REMINGTON 11-87	PC536089
44	RIFLE, REMINGTON 7615	B8539246
45	RIFLE, REMINGTON 7615	B8539247
46	RIFLE, REMINGTON 7615	B8538242
47	RIFLE, REMINGTON 7615	B8538941
48	RIFLE, REMINGTON 7615	B8529851
49	RIFLE, REMINGTON 7615	B8538915
50	RIFLE, REMINGTON 7615	B8539245
51	RIFLE, REMINGTON 7615	B8538931
52	RIFLE, REMINGTON 7615	B8535375
53	RIFLE, REMINGTON 7615	B8538241

Exhibit B

Make/Model	Serial #
1 COBRA DERRINGER	C000013
2 22 LONG RIFLE MAKE IMC2	S0206
3 COLT 38	W14991
4 REMINGTON 22 MODEL 514	NONE
5 GLENFIELD 22 IR MODEL 70	22416299
6 SKS RIFLE 7.62X 39 WOOD STOCK	030337
7 REMINGTON SHOUTGUN 870-PUMP ACTION	B864825U
8 MAKAROV 9MM MODEL AKB-1390	PM08452
9 NORINCO SKS 62 X 39	2-1601261
10 BRASILERIA-DE-CARTUCHOS 410	0975111
11 H & K 45 W/MAG	25-049539
12 SMITH & WESSON 22 MODEL 22S W/MAG	UAV1286
13 BUSHMASTER AR 15 .223 MOD XM15-E2S	L109460
14 CABELAS BLACK POWDER 50 CAL	398586
15 MARLIN 22 LIMITED EDITION MOD6084	G0001033
16 MOSSBERG 410 SHOTGUN	K503910
17 PWA 5.56 W/TASCO SCOPE	11614
18 AH-5, AR-15 BARRELL UPPER RECEIVER	NONE
19 HUNGARIAN 9MM W/BLK HOLSTER	AD1375
20 DERRINGER WITH BELT BUCKLE CARRIER	A72296
21 LLAMA 9MM	36164
22 44 CAL BLK POWDER	E59998
23 THOMPSON CENTER ARMS . 50 CAL BLACK POWDER	21050
24 MARLIN 30/30 MODEL 336 WITH WEAVER SCOPE	00008615
25 SAVAGE MARK II .22 WITH BSA SCOPE	0109966
26 BROWNING .32 AUTO	34367
27 REMINGTON 12 GA 1100	L476525V
28 MARLIN 22	01178675
29 PISTOL AND LEATHER HOLSTER HI POINT 9MM	P1260988
30 IVER JOHNSON 22 CAL	E29965
31 ROSSI 38 MODEL 885	W217236
32 RUGER 9MM P95	31346080
33 HI-POINT 380 IN BLK CASE W/MAG	P860400
34 FIE MODEL TEX 22 CAL L.R	TX96163
35 SMITH & WESSON MODEL 22A	UAY5053
36 SMITH & WESSON 9MM W/BLK SHOULDER HOLSTER	A756634
37 COBRA 22 MAG 2 SHOT	025813
38 GLOCK 9 MM MODEL 17 W/1 MAG	KND030
39 HARRINGTON&RICHARDSON 22	7252
40 MOSSBERG 20 GA PUMP	L312704
41 MOSSBERG 22 W/SCOPE	EEG202865
42 NEW ENGLAND 243 W/SCOPE	NR242044
43 REMINGTON 22 DALE EARNHART	A2644463
44 SEARS ROBUCK 20 GA DOUBLE	NONE
45 STEVENS SINGLE SHOT 22	D800672

Make/Model	Serial #
46 GAUCHA -IGA 410 SINGLE SHOT	948008
47 MARLIN 22 W/ SIMMONS SCOPE	13250187
48 MARLIN 22 W/SCOPE BOLT ACTION	10716590
49 MARLIN SEMI-AUTO 22	69360966
50 REMINGTON SPEED MASTER 22	A1971124
51 SPARTAN 12 GA DALE EARNHART	05057976R
52 CONNECTICUT VALLEY ARMS 54 CAL BLK POWDER	611305166698
53 REMINGTON 30-06 SEMI W/SIMMONS SCOPE	8477226
54 HENRY REPETING 22 SINGLE SHOT LEVER ACT	C000416H
55 COBRA ENTERPRISES 38 SPECIAL	C001074
56 MARLIN GLENFIELD 30-30 W/SCOPE	27053442
57 NEW ENGLAND FIREARMS 12 GA SHOTGUN	NH378497
58 TRADITIONS DEERHUNTER R MUZZLE LOADER	234645
59 MOSSBERG 12 GA	AT031324
60 SMITH & WESSON 32 CAL LONG	132282
61 SMITH & WESSON 9MM SW9VE MODEL	PDC2620
62 REMINGTON 870 12 GA	1051662V
63 TAURUS MILLENIUM 9 MM PT-111 W/MAG	TVD74699
64 SAVAGE 20 GA 24C/LR 22 W/BROKEN STOCK	B317951
65 WINCHESTER 12 GA SHOTGUN MODEL 12	953739
66 CAMO MOSSBERG 12 GA SHOTGUN MODEL 835	UM465955
67 RUGER 22 CAL MODEL 10/22 W/SIMMONS SCOPE	23474264
68 22 GLENFIELD RIFLE MODEL 60 (RUSTY)	24369603
69 22 SAVAGE MOD 93 W/TASCO SCOPE	920520
70 SMITH & WESSON 38 SPECIAL MODEL 36	8J8323
71 REMINGTON 22 FIELDMASTER MODEL 121	35812
72 FIG 22 REVOLVER MODEL E 15	356028
73 NEW ENGLAND SPORTSTER 17 CAL W/SCOPE	NW297916
74 REMINGTON 12 GA MODEL 1100 W/CAMO TAPE	N963934M
75 H & R SPORTSMAN 22 REVOLVER W/AMMO	L6619
76 REMINGTON 22 NYLON 66 W/SCOPE	A2269047
77 BRETТА 22 MOD U22 SLVR/BLK W/MAG	P73349
78 HIGH STANDARD 22 DURAMATIC	1026127
79 SMITH & WESSON 45 MODEL 457 NO MAG	TDR5158
80 REMINGTON 20 GA MODEL 1100 SHOTGUN	L595040K
81 RUGER MINI-THIRTY 7.62X39 W/SCOPE	18932330
82 GLENFIELD 22 MODEL 60 W/SCOPE WOOD STOCK	21553818
83 HI-POINT 380 MODEL CF380 W/CLIP	P781674
84 BOLT ACTION 1916 MILITARY	86674F
85 BOLT ACTION GR B.S.A.C. 1917 W/MAG & 9	74082
86 BOLT ACTION GR BSAC 1916 SHT LE W/MAG	9613
87 HENRY US SURVIVAL 22 W/2	US03406
88 COLT 380 W/MAG & BRN HOLSTER	88009
89 HI-POINT 380 W/MAG & HOLSTER	P913877
90 MINI 14 SATINLESS STEEL	196-23744

Exhibit C

Make/ Model	Quantity
G21 GEN 4 WITH GLOCK NIGHT SIGHTS	10
G30S WITH GLOCK NIGHT SIGHTS	5
GLOCK 21, 13 ROUND MAGAZINE	10
BUCKLEY TAC SLING 2PT TO 1PT	100
BLACKHAWK AMBI REM 870 ENDPLATE	100
TACSTAR SIDE SADDLE, REMINGTON	60
MIL-SPEC 1 1/4" SWIVEL	22
REMINGTON 1 SHOT EXTENSION	41
REMINGTON 870 POLICE 12/14P MODEL RS SFIV SF	44