

WASHINGTON COUNTY ARKANSAS

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



INVITATION TO BID

DUE: 4:00 PM – May 8, 2017

Sealed Bids must be clearly marked on the outside of the package with: **“BID 2017-07 Firearms for Sheriff’s Dept”**

BIDS WILL BE OPENED MAY 9, 2017 @ 9:00 AM

LOCATION: WASHINGTON COUNTY COURTHOUSE

280 N. COLLEGE AVE, SUITE 530, FAYETTEVILLE, AR 72701

BID 2017-07 FIREARMS FOR SHERIFF’S DEPARTMENT

GENERAL: Washington County is requesting competitive sealed bids for fifty AR-15 firearms with various attachments, for the Washington County Sheriff’s Department.

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 not obligated to bid on rifles, accessories, or optics together.
3. 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 2017-07 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: _____

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. Contract.....	Page 4
5. Submission of Bids.....	Page 5
6. Exceptions.....	Page 5
7. Notice to Bidders.....	Page 5
8. Award of Contract.....	Page 5
9. Timeline Schedule.....	Page 5
10. General Specifications and Bid Pricing List.....	Page 6

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, April 9, 2017

9.2 BID requests for interpretations to be submitted by 2:00PM on May 3, 2017

9.3 BID due at 4:00 PM, Monday, May 8, 2017

9.4 BID opened at 9:00 AM, Tuesday, May 9, 2017

10. GENERAL SPECIFICATIONS & BID PRICE LIST

The Washington County Sheriff's Office is soliciting bids for approximately fifty AR-15 rifles with fifty optical sights and various attachments.

The requirements for the bid shall be as follows:

- 10.1 Respondent is not obligated to bid on Rifle, Accessories and/or Optics together.
- 10.2 Rifle must fit current vehicle mounts/lock type of Sheriff's Office
- 10.3 Sheriff's Office will determine if rifle fits prior to purchase
- 10.4 All accessory and optic attachments must fit and be compatible with the specified AR-15.
- 10.5 The respondent awarded the rifle pricing shall provide an onsite armorer training class.
 - 10.5.1 Class is to be provided by a manufacturer's representative.

- 10.5.2 Class is not to exceed (20) Sheriff's Law Enforcement Officers (determined by County).
- 10.6 Respondent's price of Rifle, Accessories and/or Optics shall be made available to any Law Enforcement Agency or Law Enforcement Officer in Washington County, AR.
- 10.7 Pricing shall be good for 1 year from date of bid acceptance.
- 10.8 Delivery of product to be 90 days or less after Purchase Order is provided.
- 10.9 Washington County may purchase some, all, or none of the below listed items.
- 10.10 Items to be purchase shall be dependent upon the price submitted by respondent and Sheriff's available funding.

Specifications and Pricing of AR-15 Patrol Rifle:

- Caliber - 5.56x45mm
- Flat-Top Receiver with MIL-STD-1913 rail
- Direct Impingement Operating System
- Mil Spec
- Bolt to be MPI (magnetic particle inspection) and HP (high pressure) tested
- Forward assist required
- Dust cover required
- Twist rate 1/7 RH Twist
- Flash hider
- 12" Metal MLOK Hand-guard with MIL-STD-1913 rail, built in QD sling mounting holes or equivalent
- 14.5" to 15" Barrel with pinned and welded flash hider added
- Barrel shall be Cold Hammer Forged, Chrome Lined
- Trigger pull weight shall be between 4.5 lbs. and 8 lbs.
- Overall rifle weight w/empty magazine shall be between 5.5 lbs. and 6.8 lbs.
- Mil Spec H Type Buffer assembly with Mil Spec springs
- Mil Spec Buffer Tube
- Butt-stock shall be 6 positions (polymer) with sling loop and/or QD (quick disconnect) mounting hole
- Overall Rifle Length not to exceed 35"
- Cost shall also include one of the following:

Option A: Rifle price including 1 - 30 round Gen 2 PMAG magazine \$ _____

OR

Option B: Rifle price including 1 - 30 round Gen 3 PMAG magazine \$ _____

Specifications of Optional Accessories:

Magazines:

Additional Pmag 30 round Gen 2 magazine \$ _____

Additional Pmag 30 round Gen 3 magazine \$ _____

Slings:

Magpul MS1 sling (loop or QD) or equivalent \$ _____

Magpul MS4 sling (loop or QD) or equivalent \$ _____

Sights:

Magpul MBUS Pro Front and Rear sights	\$
Troy M4 Fixed Front and Rear Sights	\$
Troy M4 Folding Front and Rear Sights	\$

Miscellaneous:

1 – 5 (five) slot add on picatinny accessory rail compatible with supplied hand-guard	\$
Ambidextrous safety	\$
Charging handle (Ambidextrous Bravo Company 44A or equivalent)	\$

Specifications of Optional Optics:

The sights must have the following minimum features:

- Red Dot (holographic type)
- Magnification 1X
- Minimum waterproof rating of IPX 7
- MOA max size (2 moa)
- Must be Full Co-witness when mounted
- Mount type (screw or quick release)

Washington County will choose one of the following:

Sig Sauer Romeo 4 M	\$
Sig Sauer Romeo 4 C (w/ solar power)	\$
Vortex Spitfire AR	\$
Vortex Sparc II	\$