



**Request For Bid #2010-013
FIREARMS**

RFB DEADLINE: Monday, August 23, 2010 at 4:30 p.m.
RFB OPENING: Tuesday, August 24, 2010 at 10:00 a.m.
DELIVERY LOCATION: Suite 533 – 280 N. College Avenue, Fayetteville, AR 72701
FOR BIDDING INFO CONTACT: Jody Gamble, jgamble@co.washington.ar.us 479.444.1707 or

Washington County is accepting sealed bids from qualified vendors for the purchase of seventy (70) or more Generation 4 Glock pistols. This is to update a portion of the Sheriff’s Department existing pistol inventory, so the County will be trading in the same number of older Glock 22 Generation 3 pistols with three magazines each. Due to other equipment used in conjunction with the pistols (Holsters, Magazine pouches, etc.) and the training involved in transitioning pistols, substitutions will not be accepted.

For further information on the pistols contact Jak Kimball @ 479/444-5775.

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the Washington County Purchasing Department on or before the specified date and time. **LATE BIDS WILL NOT BE ACCEPTED.**

RFB’S shall be submitted in sealed envelopes labeled “RFB 10-013, “Pistols” along with the name & address of the respondent ..

RFB’s shall be submitted in accordance with the attached Washington County specifications and RFB documents attached hereto. Each respondent is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR BID.

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

TERMS AND STANDARD CONDITIONS
PLEASE READ CAREFULLY

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. Discounts offered will be taken when the County qualifies for such. The beginning date for computing discounts will be the date of the invoice or the date of delivery and acceptance, whichever is later.
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. 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.
7. In the event a contract is entered into pursuant to the "RFB", the bidder shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts, a provision similar to above.
8. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
9. 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.
10. The RFB number must be stated on the face of the sealed envelope. If it is not, the envelope will be opened to be identified and the bid enclosed therein will not be considered or counted in the tabulation.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

GENERAL INFORMATION

1. LICENSING REQUIREMENTS, STATE REGULATIONS:

- A. All bidders must include a Bid Security made 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 the following:
- Bid Bond issued by a surety licensed to conduct business in the State of Arkansas
 - Certified Check
 - Cashier's Check
 - Letter of Credit from their bank
- B. The owner reserves the right to retain the security of the two next lowest bidders until the lowest bidder enters into a 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. 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.
- B. Workers Compensation: As required by the State of Arkansas.
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.

3. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES:

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this proposal 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, directives, 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 Occupational 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.

4. SPECIFICATIONS

A. Glock Model 22

- i. Shall be new generation 4 model 22.
- ii. Each pistol shall include three (3) factory fifteen (15) round magazines.
- iii. Shall include all factory parts and accessories.
- iv. Shall include factory installed Glock brand night sights.
- v. Shall include Glock Factory Warranty.
- vi. Minimum quantity ordered will be 60.

B. Glock Model 17

- i. Shall be new generation 4 model 17
- ii. Each pistol shall include three (3) factory fifteen (17) round magazines.
- iii. Shall include all factory parts and accessories.
- iv. Shall include factory installed Glock brand night sights.
- v. Shall include Glock Factory Warranty.
- vi. Minimum quantity ordered will be 10

C. Glock Model 17-R

- i. Shall be new Glock Model 17-R Trigger reset trainer.
- ii. Shall include all factory parts and accessories.
- iii. Shall include Glock Factory Warranty.

4.1 Trade-in Allowance:

- a. Bidder shall provide trade-in allowance on the used Glock 22 Generation 3 pistols with 3 magazines each. Serial numbers of pistols to be traded are listed below.

Serial numbers for trade-in pistols (Glock Model 22)						
ECL 685	ECL 696	ECL 708	ECL 718	ECL 730	EPK 924	EPK 936
ECL 686	ECL 698	ECL 709	ECL 720	ECL 731	EPK 926	EPK 937
ECL 687	ECL 699	ECL 710	ECL 721	EHC 218	EPK 927	EPK 938
ECL 688	ECL 700	ECL 711	ECL 722	EPK 915	EPK 928	EPK 939
ECL 689	ECL 701	ECL 712	ECL 723	EPK 916	EPK 929	FGA 505
ECL 691	ECL 702	ECL 713	ECL 724	EPK 917	EPK 930	G26032
ECL 692	ECL 703	ECL 714	ECL 726	EPK 918	EPK 931	GLB 072
ECL 693	ECL 704	ECL 715	ECL 727	EPK 919	EPK 933	GLB 073
ECL 694	ECL 705	ECL 716	ECL 728	EPK 920	EPK 934	GLB 074
ECL 695	ECL 706	ECL 717	ECL 729	EPK 923	EPK 935	GLB 075

- b. These pistols are in daily use by Deputies. All the pistols will not be available for inspection. Inspection of a small sample of the pistols may be made by contacting Jak Kimball at 479-444-5775.
- c. Winning bidder will take possession of the trade-in after delivery of the new pistols and appropriate transition training.
- d. The appraised value of each of the pistols being trade in is \$300.00. Washington County must receive at least 75% of this or \$225.00 for each gun.

4.2 Substitutions:

- a. Due to other equipment used in conjunction with the pistols (Holsters, Magazine pouches, etc) and training involved in transitioning pistols, substitutions will not be accepted.

**BID FORM
GLOCK FIREARMS**

BID # 2010-013

DATE AND TIME OF OPENING:

AUGUST 23, 2010 @ 10:00 A.M.

BUYER: WASHINGTON COUNTY SHERIFF F.O.B. WASHINGTON COUNTY, ARKANSAS

GUARANTEED DELIVERY DATE: _____

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	Per Attached Specifications			
1	GLOCK MODEL 22, GENERATION 4	60		
2	GLOCK MODEL 17, GENERATION 4	10		
3	GLOCK TRIGGER RESET TRAINER	2		
4	TRADE-IN ALLOWANCE FOR GLOCK 22, GENERATION 3	70		

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements as set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

NAME OF FIRM:	PHONE:	FED. ID#
BUSINESS ADDRESS:	CITY AND STATE:	ZIP:
AUTHORIZED SIGNATURE:	TITLE:	DATE:

UNSIGNED BIDS WILL BE REJECTED