

## NOTICE TO BIDDERS

### BID NO. SC-1610

In accordance with Title 14-22-101 of the Arkansas Code, notice is hereby given that the Sebastian County Judge will receive sealed proposals at the Purchasing Department, 35 South 6th Street, Room 106, Fort Smith, Arkansas 72901, until 2:00 p.m. on the 26th day of April, 2016, at which time proposals will be publicly opened and read at the Purchasing Department. Proposals will be taken for **Department of Emergency Management Remote Firing Device (RFD) Kits**. Additional information can be obtained by contacting the Sebastian County Purchasing Department in writing via email at [purchasing@co.sebastian.ar.us](mailto:purchasing@co.sebastian.ar.us), by mail at Purchasing Department, 35 South 6<sup>th</sup> Street, Room 106, Fort Smith, Arkansas 72901, or by visiting the County website at [www.sebastiancountyar.gov](http://www.sebastiancountyar.gov). Proposals must in all matters comply with the laws of the State of Arkansas. Small businesses, as well as minority or women's businesses, are encouraged to participate in this process. The County Judge reserves the right to reject any or all proposals, waive any formalities or to accept any proposal deemed most advantageous to the County.

Charity Gregory  
Purchasing/Facilities Administration  
Sebastian County, Arkansas

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FOR THE TIMES RECORD:

Legal notice. Publish on April 10, 2016 and April 17, 2016

RETURN PROOF WITH STATEMENT NO LATER THAN April 31, 2016

TO:

David Hudson, County Judge  
Purchasing Department  
35 South 6th Street, Room 106  
Fort Smith, Arkansas 72901

## **SEBASTIAN COUNTY JUDGE**

**Purchasing Department**  
35 South 6<sup>th</sup> Street, Room 106  
Fort Smith, Arkansas 72901  
(479) 784-1502 Fax (479) 784-1550

**NOTICE TO:** Qualified Bidders

**SUBJECT:** Request for Proposal, SC-1610

Sebastian County is interested in receiving sealed written proposals for furnishing the products/services specified in the attached Request for Proposal (RFP). Complete details, regarding the products and/or services required by the County, and instructions for participating in the bid process are included in the attached bid package.

Proposals must be received by the time and date indicated in the RFP. Proposals received after the time and date set for opening will not be considered.

Bidders on our Bid List who do not wish to submit Proposals must submit a "No Bid" to continue to be eligible for retention on the Bid List. The Bid List is periodically reviewed and bidders who have not responded to proposal requests are deleted. Any vendor seeking to be added to the Bid List may complete a Bid Application, which may be obtained online at [www.sebastiancountyar.gov](http://www.sebastiancountyar.gov) under Top Requested Documents.

If you are interested in submitting a proposal, please be sure that the requirements of the RFP are adhered to, since failure to meet the requirements could cause your proposal to be rejected.

Any questions regarding the Bid Invitation should be directed to the Purchasing Department in writing via email [purchasing@co.sebastian.ar.us](mailto:purchasing@co.sebastian.ar.us) or mail 35 S 6<sup>th</sup> Street Room 106, Fort Smith, AR 72901.

Charity Gregory  
Purchasing/Facilities Administrator  
Sebastian County

Attachment: RFP

# REQUEST FOR PROPOSAL

Sebastian County, Arkansas

COVER SHEET

SECTION I

**Bid Number:** SC-1610  
**Title:** Department of Emergency Management (DEM) Remote Firing Device Kits  
**Opening:** DATE: April 26, 2016  
TIME: 2:00 p.m. (CST)  
PLACE: Purchasing Department  
35 South 6<sup>th</sup> Street, Room 106  
Fort Smith, Arkansas

**Mail Sealed Proposals to:** Sebastian County Purchasing Department  
35 South 6<sup>th</sup> Street, Room 106  
Fort Smith, Arkansas 72901

**On Outside of Proposal Show:** (1) Return Address  
(2) Bid Opening Date  
(3) Bid Number and Title

**Bidder must complete the following information:**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Instructions:**

- (1) Return ***three*** copies of **entire** Request for Proposal including one original
- (2) Proposals must be signed to be accepted
- (3) Any trade discounts should be deducted and net prices shown
- (4) Bidder must guarantee product(s) offered will meet or exceed specifications contained in this Request for Proposal
- (5) Bidding procedures will be in compliance with Arkansas Laws

# PROPOSAL FORM

**BID NO. SC-1610**

**SECTION II**

We, the undersigned, agree to furnish the products and/or services indicated below in accordance with the specifications and conditions contained herein, at the price shown.

It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase agreement resulting from this invitation to bid, that the Sebastian County Judge shall determine any and all questions or disputes which may arise concerning conformity to the specifications, conditions, and proposals; the quantity, suitability, and acceptability of all items to be furnished hereunder; and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto.

That this Request for Proposal and proposals submitted hereunder shall be governed by the laws of the State of Arkansas.

| <u>Equipment</u>         | <u>Number of Units</u> | <u>Price Per Unit</u> | <u>Total Price</u> |
|--------------------------|------------------------|-----------------------|--------------------|
| Remote Firing Device Kit | 1                      | \$ _____              | \$ _____           |
| Option 1: Test Box       | 1                      | \$ _____              | \$ _____           |

**Tax without Option 1: \$ \_\_\_\_\_**

**Total Bid without Option 1: \$ \_\_\_\_\_**

**Written Amount: \$ \_\_\_\_\_**

**Tax with Option 1: \$ \_\_\_\_\_**

**Total Bid with Option 1: \$ \_\_\_\_\_**

**Written Amount: \$ \_\_\_\_\_**

**Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**Warranty:** \_\_\_\_\_ **Delivery:** \_\_\_\_\_

**Amounts shall be in both written form and figures. In case of a discrepancy between the written amount and the figures, the written amount will govern.**

**Exceptions to specifications: NO \_\_\_\_\_ YES \_\_\_\_\_ (Attach itemized list)**

**From:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**General Conditions**

1. Proposals must be received no later than the date and time set for bid opening. **Proposals shall be in a sealed envelope clearly marked with the RFP number on the outside or it will not be considered.** Telegraphic, fax, or email proposals sent directly to Sebastian County offices will not be considered. All proposals must be signed by an authorized officer of the Company.
2. Proposals may be withdrawn, modified or corrected by the bidder after it has been submitted, provided a written request to do so is filed with the County Judge prior to the time set for opening the bid. Telegrams or letters received prior to the time set for opening the proposals will be accepted and attached to the unopened proposal, and the proposal will be considered withdrawn, modified, corrected, or otherwise changed accordingly. **No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening the proposals.**
3. Specifications are designed to describe the type and quality of the product/services desired by the County. They are not intended to restrict bidding on any like product/service of equal or higher quality. Any exceptions to the specifications must be noted on a separate sheet by reference to the item number in the specifications where the exception is taken. If no exceptions are submitted with the Proposal, and accepted by the County, bidders will be expected to comply with the specifications. Products and/or services will be inspected for compliance prior to acceptance.
4. The responding Company shall perform according to the terms and conditions as stated herein and according to the highest standards and professional practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP and shall be grounds for immediate termination of the contract. A review meeting will be called between the Company and the County when documented instances of poor performance occur. A plan for corrective action, agreeable to both parties, will be drafted and implemented. Sebastian County retains the absolute right to assess whether and when performance is subsequently acceptable.
5. Prices quoted will be considered net prices, unless otherwise stated by the bidder in the proposal. Proposal prices must remain firm for 60 days, unless otherwise stated in the specifications.
6. It shall be understood and agreed that any material or product purchased under this proposal shall be new and in first class condition unless otherwise stated in or required by the bid invitation.
7. **Proposals must be signed to be accepted.** Signature must be that of the individual authorized to obligate the bidder whom is submitting the proposal.
8. The County is exempt from Federal Excise Taxes and such taxes shall not be included in the proposal price. An exemption certificate will be furnished where required.
9. State and Local Sales Taxes shall be stated as a separate item and shall not be included in the proposal price of the product/services being proposed. If no taxes are so stated, the County will assume that any taxes due have been included in the price quoted and no additional taxes will subsequently be added to the proposal price. The County is Sales Tax Exempt on motor vehicle purchases.
10. **Proposals will be evaluated based upon compliance with the specifications, proposal price, applicability, and suitability of the product/services being offered. Product and vendor reliability, warranty, delivery time, and such other factors deemed appropriate will be considered to assure the County receives a quality product most advantageous vendor to the county.** Assignment of any part or all of payments accruing under contracts or purchase

- agreements resulting from this Invitation to Bid will not be authorized. Payment shall only be made to the Contractor or vendor with whom the order is placed.
11. The contents of the RFP will be incorporated into the final Contract documents. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified, unless such modifying term, conditions, or covenants are in writing and are signed by the Company and the agent of Sebastian County. Due to the anticipated complexities of this contract relationship, the County reserves the right to negotiate final terms and conditions with the Company(s) submitting proposals.
  12. The contract awarded in response to the RFP (the "Contract") may be terminated without cause by Sebastian County, by giving the other party not less than 30 days written notice of intent to terminate as of the date specified. The Contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be void and of no effect.
  13. The County will not reimburse the Company's costs incurred in the preparation and submission of proposals. All proposals shall become the property of The County upon submission. The County reserves the right to negotiate commission rates from the selected qualified companies, subsequent to the submission of proposals, in accordance with the established contractual guidelines of Sebastian County, Arkansas.
  14. Companies are cautioned that the County is not obligated to ask for or accept data that is essential for a complete and thorough evaluation of the proposal after the opening date. The County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible. Any ambiguity in any proposal, as the result of omission, error, lack of clarity or noncompliance by the Company with specification, instructions, and all conditions of the Request for Proposal, shall be construed in the light most favorable to the County.
  15. After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential, provided such material is clearly marked by the Company prior to submission of the RFP; however, net cost information may not be confidential.
  16. The Company shall indemnify and hold harmless Sebastian County, its officers and employees, from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract or the provision of services under the Contract.
  17. The Company agrees that Sebastian County or any of its duly authorized representatives shall, at any time during the term of this Contract, have access to and the right to audit and examine any pertinent records of the Company related to this Contract. Company shall keep such records for a period of not less than five (5) years from the date the records are made, unless the County authorizes their earlier disposition. Company agrees to refund to the County any underpayments or overcharges disclosed by any such audit or to take other corrective action as may be required.
  18. The Company will obtain and maintain, at its expense and in its name, all necessary licenses and permits required to perform the services described herein.
  19. The Company will assume full responsibility for any damage to the County's equipment or premises caused by the negligent or intentional acts of omissions for the Company's employees, agents, or officers, exempt ordinary wear and tear.
  20. The name, mailing address, and telephone number of the Company's authorized agent, with authority to bind the firm with respect to questions concerning the Company's proposal, must be

- clearly stated in the proposal. An authorized officer of the Company must sign the proposal and/or the letter, which transmits the proposal to the County.
21. The Company will be responsible for collection and payment of all required taxes (local, state, federal) relating to its operation. Sebastian County is prohibited by ordinance from awarding contracts to companies that are delinquent in paying Sebastian County property taxes. If the Company business address is within Sebastian County, proof of payment of real and personal property taxes due in 2014 must be submitted with the proposal or it can be disqualified.
  22. The County is committed to Equal Opportunity. Therefore, the Company employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State law. The Company must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employees or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation of a legally protected activity.
  23. All questions or requests for clarification shall be submitted in writing via email at [purchasing@co.sebastian.ar.us](mailto:purchasing@co.sebastian.ar.us) or mail at 35 South 6<sup>th</sup> Street Room 106, Fort Smith, AR 72901, ATTN: Purchasing Department. No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.
  24. The County Judge reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary. Award will be made to the Company whose proposal conforms to the RFP and will be most advantageous to Sebastian County.

**PURPOSE OF REQUEST**

Sebastian County (the County) is soliciting bids from qualified vendors for Remote Firing Device (RFD) Kit for the Department of Emergency Management (DEM). The kit shall include one (1) mini controller, one (1) electric remote, three (3) remote shock tube initiators (RSTI), one (1) conditioning charger, and one (1) tactical case as described in the following specifications. The County would also like pricing for an optional test box.

**RFD KIT:**

- The County will purchase a RFD kit that includes one (1) mini controller, one (1) electric remote, three (3) remote shock tube initiators (RSTI), one (1) conditioning charger, and one (1) tactical case. The County would also like pricing for an optional test box.
- The RFD shall link up to eight (8) remotes.
- The device shall have rechargeable batteries that are user replaceable.
- The line of sight (LOS) shall be up to 12 miles.
- The devices will be built with hard cases that shall be corrosion resistant.
- All system cases shall be watertight to depths of up to 100 foot.
- The cases shall also have a vent for pressure equalization and airtight to an altitude of 30,000 foot.

**RADIO:**

- Radio shall have a carrier frequency of no less than 150 megahertz (MHz).
- Radio shall be Federal Communications Commission (FCC) Certified.
- Operating Temperature Range shall be at least -15°F going up to no less than 140°F.

**BATTERY:**

- Battery shall be rechargeable and offer a battery run time per charge of no less than twelve (12) hours.
- The battery life shall be at least two (2) years.

**DETONATE OUTPUT:**

- The firing energy shall have a typical 0.470 joule with no less than 0.350 joule.
- The pulse voltage level shall have a typical 2,500 VDC and no less than 2,250 VDC.

**TIMING:**

- The arm time shall be at most four (4) seconds.
- The disarm time shall be at most three (3) seconds.
- The fire time shall be at most 225 milliseconds.