

NOTICE TO BIDDERS

BID NO. SC-1611

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 27th 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 Tactical Gear**. Additional information can be obtained by contacting the Sebastian County Purchasing Department in writing via email at purchasing@co.sebastian.ar.us, by mail at Purchasing Department, 35 South 6th Street, Room 106, Fort Smith, Arkansas 72901, or by visiting the County website at 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

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 6th Street, Room 106
Fort Smith, Arkansas 72901
(479) 784-1502 Fax (479) 784-1550

NOTICE TO: Qualified Bidders

SUBJECT: Request for Proposal, SC-1611

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 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 or mail 35 S 6th 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-1611

Title: Department of Emergency Management Tactical Gear

Opening: DATE: April 27, 2016
TIME: 2:00 p.m. (CST)
PLACE: Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas

Mail Sealed Proposals to: Sebastian County Purchasing Department
35 South 6th 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-1611

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> |
|--|------------------------|----------------------------|--------------------|
| Individual Night Vision Monoculars | 16 | \$ _____ | \$ _____ |
| Make: _____ | Model: _____ | | |
| Warranty: _____ | Delivery: _____ | | |
| Infrared (IR) Illuminator Aiming Lasers | 18 | \$ _____ | \$ _____ |
| Make: _____ | Model: _____ | | |
| Warranty: _____ | Delivery: _____ | | |
| Long Range Clip-On Night Vision Devices | 4 | \$ _____ | \$ _____ |
| Make: _____ | Model: _____ | | |
| Warranty: _____ | Delivery: _____ | | |
| | | Tax: \$ _____ | |
| | | Total Bid: \$ _____ | |

Written Amount: \$ _____

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 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 RFP.** 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(s) must be provided to the County.
 - a. Workers Compensation, as required by the State of Arkansas.
 - b. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
 - c. Commercial Blanket Bond Coverage (theft/fraud by employees) in amounts specified under the contract for work at the facility prior to the signing of the contract.
 - d. Minimum shall be in the total amount of the contract.
 24. All questions or requests for clarification shall be submitted in writing via email at purchasing@co.sebastian.ar.us or mail at 35 South 6th 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.
 25. 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 tactical gear as described in the specifications below. The County will purchase sixteen (16) Individual Night Vision Monoculars, eighteen (18) Infrared (IR) Illuminator Aiming Lasers, and four (4) Long Range Clip-on Night Vision Devices.

INDIVIDUAL NIGHT VISION MONOCULARS

- The County will purchase sixteen (16) Individual Night Vision Monoculars.
- **Optics:** The monoculars shall have magnification up to 1x and a Field-of-View (FOV) of no less than 40.0 degrees. The objective lens shall be at least 27 millimeters (1.1 inches) and the minimum focus distance shall be no less than 25 centimeters (9.8 inches). The eye relief shall be 25 millimeters (1 inch) and the diopter adjustment shall be +2 to -6.
- **Resolution:** The resolution of the monoculars shall not be less than 64 lines per millimeter (lp/mm).
- **Battery:** The monoculars shall have a battery life of at least forty (40) hours.
- **Size:** The monoculars shall be no larger than 4.5 inches (in.) in length (L) x 2 inches in width (W) x 2.2 inches in height (H).
- **Mount:** The monoculars shall have a head and helmet adapter. It shall also have the capability to mount to a weapon.
- **Warranty:** There shall be a warranty provided for both the tube and the housing of the monoculars.
- **Standard Equipment:** The monoculars shall include the monocular, an operation manual, carry case, battery, eye guard, lens paper, shoulder strap, retainer cord, head-mount assembly, and a weapon and head/helmet-mount adapters.

INFRARED (IR) ILLUMINATOR AIMING LASERS

- The County will purchase Eighteen (18) Infrared (IR) Illuminator Aiming Lasers.
- **Size:** The lasers shall be at least 4.6 inches L x 2.8 inches W x 1.6 inches H.
- **Battery:** The lasers shall have a battery life of not less than six (6) hours in DUAL HIGH setting.
- **Visible Aim Laser:** The Visible Aim Laser shall have an Output Power of not less than 4.0 milliwatts (mW) and a safety class of at least 3A. The beam divergence shall be at least 0.5 milliradians (mRad) and the wavelength shall be from 605 to 665 nanometers (nm). The range shall be at least 25 meters (m).
- **IR Aim Laser:** The Output Power on low shall be at least 0.6 mW with a safety class of one (1) and the high output power shall be no less than 25 mW with a safety class of at least 3B. The beam divergence shall be no less than 0.5 mRad and the wavelength shall be between 820 to 850 nm. The Range shall be greater than 600 m on low and at least 2000 m on high.

- **IR Illuminator:** The Output Power on low shall be no greater than 3.5 mW with a safety class of at least 3A and the Output Power on high shall be at least 30 mW with a safety class of at least 3B. The Beam Divergence shall be 1 to 105 mRad and the wavelength shall be 820 to 850 nm. The Range shall be at least 2000 m.
- **Warranty:** There shall be a warranty provided for the IR Illuminator Aiming Lasers.

LONG RANGE CLIP-ON NIGHT VISION DEVICES

- The County will purchase four (4) Long Range Clip-On Night Vision Devices.
- **Optics:** The devices shall have a Field-of-View (FOV) of no less than 8.0 degrees and the Focal Length shall be at least 110 mm (4.3 inches). The minimum focus distance shall be no less than 40 m (4.38 yards) and the magnification shall be at least 1x. The detection range shall be at least 850 m (929.6 yards)
- **Resolution:** The resolution of the devices shall not be less than 64 lp/mm.
- **Battery:** The devices shall have a battery life of at least sixteen (16) hours.
- **Size:** The devices shall be no larger than 10.7 inches L x 4.2 inches W x 3.4 inches H.
- **Mount:** The devices shall have the capability to mount to a weapon.
- **Warranty:** There shall be a warranty provided for both the tube and the housing of the devices.
- **Standard Equipment:** The devices shall include the devices, the battery, lens cleaning kit, adjustment wrenches, an operation manual, a carrying case, and the mount for the weapon.