

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201

REQUEST FOR WRITTEN QUOTATION

REFERENCE TRACKING NO: **SP-08-0356**
COMMODITY: FIREARMS – AR. DEPT OF COMMUNITY CORRECTION
BID OPENING DATE: June 3, 2008
BID OPENING TIME: 2:00 P.M.
TYPE OF BID: FIRM

BID MAY NOT BE FAXED

THIS IS A FORMAL SEALED BID; FAXED BIDS CANNOT BE ACCEPTED. BIDS WILL BE ACCEPTED BY THE OFFICE OF STATE PROCUREMENT UNTIL THE DATE AND TIME SPECIFIED ABOVE. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE STATE PROCUREMENT REFERENCED TRACKING NUMBER, DATE AND HOUR OF BID OPENING AND THE BIDDERS RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS".

Company Name _____

Contact Name _____

Address _____

City/State/Zip _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

Federal Tax ID# _____

Signature: _____ Date: _____

SIGNATURE IS NECESSARY OR BID WILL BE REJECTED

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MINORITY BUSINESS POLICY: Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion".

DELIVERY NOTICE: We strongly recommend that you not send bid documents by priority or certified United State Postal Service (USPS) mail. The Office of State Procurement can not be responsible for delivery by the USPS. The Post Office does NOT deliver mail directly to our offices. Only UPS, FedEx, DHL or similar delivery service will deliver to our offices if the street address is used. They will not deliver to a PO Box. We regret any inconvenience this may cause.

BID OPENING LOCATION: Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-3966"

In accordance with the Arkansas Procurement Law and regulations, it is the responsibility of vendors to submit bids at the place and on or before the date and time set in the bid solicitation documents. Bid documents received at the Offices of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents that are to be returned may be opened to verify which bid the submission is for.

CURRENCY: All bids and proposals pricing and cost must be listed in United States dollars and cents.

LANGUAGE: Bids and proposals will only be accepted in the English language...

ADDENDUMS: Bidders are cautioned to ensure they have received or obtained and responded to any and all amendments to the bid prior to submission.

ALTERATION OF ORIGINAL RFQ/RFP DOCUMENTS: The original written or electronic language of the RFQ/RFP shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an offeror from taking exception (s) to these documents, but does clarify that the offeror cannot change the original documents written or electronic language. If the offeror wishes to make exception (s) to any of the original language, it must be submitted by the offeror in separate written or electronic language in a manner that clearly explains the exception (s). If the offerors contract submittal is discovered to contain alterations/changes to the original written or electronic documents, the offerors response may be declared as non responsible and the response shall not be considered.

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a

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vendor's response to this RFP. In signing and submitting its proposal, a vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a RFP, shall be grounds for rejecting a proposal.

PAST PERFORMANCE: In accordance with provisions of The State Procurement, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of an offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of either a written or electronic report, VPR; memo, file or any other appropriate authenticated notation of performance to the vendor files.

EQUAL EMPLOYMENT OPPORTUNITY POLICY: In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the bidder's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us. or as a hard copy accompanying the bid response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

ANTICIPATION TO AWARD: After complete evaluation of the bid or proposal, the anticipated award will be posted on the Office of State Procurement website (www.arkansas.gov/dfa/purchasing/) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive this policy, the Anticipation to Award, when it is in the best interests of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at http://www.arkansas.gov/dfa/procurement/pro_intent.php

SCOPE: This Request for Written Quotation is to provide a FIRM contract for Firearms for the Arkansas Department of Community Correction located in Little Rock, Arkansas.

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AWARDING INSTRUCTIONS: This Request for Written Quotation will be awarded to the lowest responsive, responsible bidder.

PRICING: The total price bid includes, but is not limited to packaging and inside delivery as specified.

Qty	Description	Unit Price	Extended Amount
78	Glock Mod G23, 40 Cal Pistol	\$ _____ each	\$ _____

DELIVERY: The agency **REQUIRES DELIVERY ON OR BEFORE JUNE 27, 2008**. If this delivery date cannot be met, the bidder must state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the state.

ALTERNATE DELIVERY: _____ working days after receipt of order.

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. All transportation expenses for inside delivery of the finished product will be the responsibility of the contractor.

All units must be fully assembled, serviced, and ready for operation as delivered unless otherwise specified. No dealer/distributor logo or other identification will be installed other than standard manufacturer name badges and/or specification plates.

DELIVERY LOCATION (FOB inside delivery): Notify one of the below **Agency Contacts** at least 24 hours prior to shipping for instructions. NO ONE BUT Eleice Lockett, Cindy Ward or Terry Sharp is allowed to sign for the pistols. One of these three must be present to receive pistols.

Arkansas Department of Community Correction
Attn: Eleice Lockett
105 West Capitol, 4th floor
Little Rock, AR 72201

Full pallets cannot be taken in building, items must be broken into individual cartons and hand-carted into the building.

AGENCY CONTACTS:

Eleice Lockett, 501-683-4702
Cindy Ward, 501-682-9504 or 501-690-6075
Terry Sharp, 501-683-5679

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STATE PROCUREMENT CONTACT:

RFQ/Contract Questions: Woodrow McLeod, 501-371-6058

ITEM SPECIFICATIONS

Pistol, 40 caliber, Compact

1. 40 Caliber, recoil operated, double-action only, locked breech
2. Polymer frame, black.
3. Magazine capacity: 13 rounds, high capacity law enforcement restricted (2 magazines included per pistol)
4. Trigger pull: 8 lbs.
5. Single action magazine release and slide-stop lever left side mounted, ambidextrous take-down/slide lock.
6. Fixed front and rear sights

BRAND: Glock Model G23 - NO SUBSTITUTE

GENERAL SPECIFICATIONS

1. Vendor/bidder is responsible for paying all shipping, handling, and postage charges
2. The bid price shall remain good and firm for a minimum of 30 days after bid opening.
3. All products delivered shall comply with applicable standards of quality and safety, and shall be of the most current production available.
4. Bids shall include all labor, materials, overhead, profit, insurance, etc. to cover the furnishing of the item bid. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws (state and local) will apply to this bid, but will not be considered in award of the bid.
5. The entire cost of preparing and providing responses shall be borne by the bidder.
6. All bidders must be registered dealers to sell the products specified.

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RFQ/RFP STANDARD TERMS AND CONDITIONS

1. GENERAL: Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

2. ACCEPTANCE AND REJECTION: The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.

3. BID SUBMISSION: Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. PRICES: Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

5. QUANTITIES: Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

6. BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

7. GUARANTY: All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage,

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unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. SAMPLES: Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency

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work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. INVOICING: The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

20. STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the

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goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.