

## Request for Proposal

Proposals are being accepted for the Trade and Purchase of Firearms and Firearm accessories for Monroe County Sheriff's Department as stated herein.

Proposers shall submit their responses to this Request for Proposal in sealed envelope to:

**Monroe County Department of Finance**  
**103 College Street, Suite 9**  
**Madisonville, TN 37354**

Public Opening of the proposals will be held at the above address at the deadline date and time designated in the Request for Proposal (RFP).

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DATE ISSUED:	October 11, 2016
RFP NO:	CGD1024-10-16
RFP TITLE:	The Purchase and Trade of Firearms and Firearm Accessories for the Monroe County Sheriff's Department
RFP DEADLINE DATE & TIME:	October 27, 2016 @ 10:00 AM
RFP CONTACT:	Jessi Soileau, Purchasing Agent <a href="mailto:jessi.soileau@monroetn.com">jessi.soileau@monroetn.com</a>
CONTACT PHONE:	(423) 442-9383 ext. 2105

## Terms and Conditions of Request for Bids/Proposals

### 1. Award

The County reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. The County further reserves the right to reject the Bid/Proposal of any Bidder/Proposer whom it finds, after reasonable inquiry and evaluation, to not be responsible. The County may also reject the Bid/Proposal of any Bidder/Proposer if the County believes that it would not be in the best interest of the Project to make an award to the Bidder/Proposer. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder/Proposer. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder/Proposer has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder/Proposer and the rejections of all Bids/Proposals in which that Bidder/Proposer has an interest. If the Contract is to be awarded, the County will award the Contract to the Bidder/Proposer whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by the County for the goods and services specified or insufficient funds exist for future orders, the County is under no obligation to make a contract award, contract renewal, or purchase.

### 2. Preparation of Bids/Proposals

- (A) Bidder/Proposers are expected to examine all Bid/Proposal documents. Failure to do so will be at the Bidder/Proposer's risk.
- (B) Each Bidder/Proposer shall furnish all information required by the Request. The Bidder/Proposer shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Bidder/Proposers must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

### 3. Availability of Requested Items

Bidder/Proposers must accept responsibility for verifying availability of specified items prior to submission of Bid/Proposal. Bidder/Proposer shall notify the County no

less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

### 4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective Bidder/Proposer to notify Monroe County Purchasing if there is a question as to the specifications or bid/proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

### 5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in the Bid/Proposal document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

### 6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

### 7. Addenda

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/Proposal addenda, if issued, are posted on the County's website: [www.monroetn.com](http://www.monroetn.com). Prior to submitting a Bid/Proposal, it is the responsibility of the Bidder/Proposer to ascertain that they have received all addenda issued and bid/propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

### 8. Submission of Bids/Proposals

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the Bidder/Proposer shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) The County does not accept Bids/Proposals by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at Bidder/Proposer's request and expense unless otherwise specified in the Invitation.

**9. Modification or Withdrawal of Bids/Proposals**

Bids/Proposals may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized Bidder/Proposer representative provided the modification or withdrawal is received prior to the Bid/Proposal deadline. A Bidder/Proposer representative making a modification in person shall have proper identification and shall initial the change. The Bidder/Proposer representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the Bidder/Proposer's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

**10. Late Bids/Proposals**

It is the responsibility of the Bidder/Proposer to deliver their Bid/Proposal or modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late bids/proposals will not be considered or returned.

**11. Qualifications of Bidder/Proposers**

In evaluating Bid/Proposal, the County will consider whether or not the Bid/Proposal complies with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal form or prior to the Notice of Award. The County will consider the qualifications of Bidder/Proposer and may consider the qualifications and experience of Subcontractors, Supplies, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidder/Proposers, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the Bidder/Proposer to perform the work and the Bidder/Proposer shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by the investigation of such Bidder/Proposer fails to satisfy the County that such Bidder/Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**12. Subcontracts**

The Bidder/Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

**13. Non-Collusion**

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the Bidder/Proposer certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee.

**14. Compliance with Applicable Laws**

The Bidder/Proposer shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

**15. Bid/Proposal Acceptance**

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless Bidder/Proposer indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, Bidder/Proposer agrees to furnish all services described or specified

**16. Acceptance of Bid/Proposal Content**

The successful contractor's bid/proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful Bidder/Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

**17. Notification to County**

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's Bidder/Proposer list for future solicitations.

**18. Standard Contract**

The County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid/Proposal.

**19. News Releases**

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

## Terms and Conditions of Purchase

### 1. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at [www.nigp.org](http://www.nigp.org), will govern on questions as to any other definition in this contract.

### 2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

### 3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

### 4. Delivery Requirement

To insure adequate service level to the people, the County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

### 5. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

### 6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

### 7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

### 8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

### 9. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

### 10. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

### 11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

## Terms and Conditions of Purchase

### 12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

### 13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

### 14. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

### 15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

### 16. Public Notice – Title VI of the 1964 Civil Rights Act

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

### 17. Non-Conflict

No employee, officer or agent of The County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

### 18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

### 19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

The Contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

## **Please include the following information in the Bid/Proposal**

1. Please identify the names of all law enforcement agencies in the State of Tennessee that are currently customers that you supply with firearms of the type specified on the list included herein.
2. Please identify the names of all law enforcement agencies in the State of Tennessee for whom you are currently providing gun parts and gun part repair services on at least a monthly basis. Identify by name and address.
3. Please state when your company was established and identify what form of business organization it is. If it is organized as a partnership, please identify by name and address the partners. If it is organized as a corporation, please identify the date and state of incorporation. If it is organized as a limited liability company, please identify the date of organization and state of organization of the LLC. If it is organized as a sole proprietorship, please provide the name and address of the County.
4. Please provide the complete case names of any litigations to which the company/business has been a party within the past ten years and identify the courts in which any such cases were filed.

## ITEMS TO BE TRADED

### Glock 21's

1ELY685US	1ELY721US
1ELY686US	1ELY722US
1ELY687US	1ELY723US
1ELY688US	1ELY724US
1ELY689US	1ELY725US
1ELY690US	1EMY409US
1ELY691US	1EMY410US
1ELY992US	EZX711US
1ELY693US	FRS648
1ELY694US	FRS649
1ELY696US	FRS650
1ELY697US	FRS651
1ELY698US	FRS652
1ELY700US	FRS654
1ELY701US	FRS655
1ELY702US	FRS656
1ELY703US	FRS657
1ELY704US	GKX161
1ELY705US	GKX162
1ELY706US	GKX163
1ELY707US	GKX164
1ELY708US	GKX166
1ELY709US	GKX167
1ELY710US	GKX168
1ELY711US	GKX169
1ELY712US	GKX170
1ELY714US	WLR676
1ELY715US	WLR677
1ELY716US	WLR678
1ELY717US	WLR769
1ELY718US	WLR680
1ELY719US	WLR681
1ELY720US	WLR682
	WLR683
	WLR684
	WLR685

**Glock 30's**

MTE881  
MTE882  
MTE883  
MTE884  
MTE885  
MTE886  
MTE887  
MTE888

**Glock 36**

EHW911US

**Glock 23's**

YRW711  
YRW712  
YRW714  
YRW715

Total amount allotted for Glock 21's \$ \_\_\_\_\_

Total amount allotted for Glock 30's \$ \_\_\_\_\_

Total amount allotted for Glock 36 \$ \_\_\_\_\_

Total amount allotted for Glock 23's \$ \_\_\_\_\_

**GRAND TOTAL FOR ALL TRADE-IN \$ \_\_\_\_\_**



## ITEMS TO BE PURCHASED

47 - Safariland 6360 ALS/SLS holster, Glock 19 w/Streamlight TLR-1 light, STX material, basketweave finish, right handed. Part # 6360-2832-481.

Price \$ \_\_\_\_\_

2 - Safariland 6360 ALS/SLS holster, Glock 19 w/Streamlight TLR-1 light, STX material, basketweave finish, left handed. Part # 6360-2832-482.

Price \$ \_\_\_\_\_

49 - Safariland double magazine carrier, Glock 17 magazines, STX material basketweave finish, black snap. Part # 77-83-48PBL

Price \$ \_\_\_\_\_

43 - Safariland 6378 ALS holster w/paddle and belt attachment, Glock 19, STX material, Plain finish, right handed. Part # 6378-283-411

Price \$ \_\_\_\_\_

3 - Safariland 6378 ALS holster w/paddle and belt attachment, Glock 19, STX material, plain finish, left handed. Part # 6378-283-412

Price \$ \_\_\_\_\_

17- Safariland open top magazine and cuff pouch, Glock 19 magazine, STX material, plain finish, right handed. Part # 573-83-411

Price \$ \_\_\_\_\_

3 - Safariland open top magazine and cuff pouch, Glock 19 magazine, STX material, plain finish, left handed. Part # 573-83-412

Price \$ \_\_\_\_\_

49 – Streamlight TLR-1 HL Includes Rail Locating Keys for Glock. Part # 69260

Price \$ \_\_\_\_\_

86 - Glock 19 Gen4, Glock night sights, 1-15 & 2-17 round magazines, backstrap/beavertail kit. Part # PG1950702

Price \$ \_\_\_\_\_

20 - Glock 43, Gen4, standard sights, 2-6 round magazines. Part # PI4350202.

Price \$ \_\_\_\_\_

**GRAND TOTAL \$** \_\_\_\_\_

## CLARIFICATION OF THE SPECIFICATIONS

If additional information is necessary to enable a vendor to make an interpretation of the specifications, email such questions to: [jessi.soileau@monroetn.com](mailto:jessi.soileau@monroetn.com).

## RESPONSE SUBMISSION

In order to facilitate the bid/proposal evaluation process, one (1) original and two (2) exact copies of the bid/proposal must be submitted to the Purchasing Department. All bids/proposals must be packaged, sealed and show the following information on the outside of the package:

**Contractor's Name and Address  
Request for Proposal Title and  
Proposal Due Date and Time**

The bid/proposal package must be delivered to the:

**Monroe County Purchasing Department  
103 South College Street, Suite 9  
Madisonville, TN 37354**

In order to be considered, proposals must be received by the Monroe County Department of Finance Purchasing Department no later than 10:00 A.M. E.S.T. on October 27, 2016.

## RIGHT TO SEEK A NEW BID/PROPOSAL

Monroe County reserves the right to accept or reject any and all bids/proposals for any reason.

Bids/Proposals will be awarded to the best overall respondent as determined by that which is in the best interest of Monroe County.

In comparing the responses to this RFP and making awards, Monroe County may consider such factors as quality and thoroughness of a bid/proposal, the record of experience and integrity, performance and assurances in the bid/proposal in addition to the proposed fees.

*Monroe County reserves the right to request references for evaluation purposes.*