



Request for Proposal, 20MCO570 SHERIFF'S GUNS

Date Required: Monday September 14, 2020

Time Required: 2:00pm Local Time

INTRODUCTION:

Midland County, hereafter called County, invites sealed proposals from interested qualified Vendors, hereinafter called Vendors, for Sheriff's Office guns. The following pages provide general information about the requirements and specifications for the package.

This request for proposal ("RFP") is part of a competitive procurement process which provides qualified vendors with a fair opportunity for their commodities and services to be considered, and to provide information concerning their expertise and experience in providing similar services to other customers. The RFP process provides a competitive negotiation platform, wherein price or cost is not the sole determinative factor. This process, designed to best serve the interests of the County, allows the County the flexibility to negotiate with interested, qualified Vendors (following designation by the Commissioners Court, one at a time) to arrive at a mutually agreeable relationship.

MANDATORY APPRAISAL:

A **Mandatory Appraisal** will be held at the Midland County Centennial Library. We will meet on the 2nd floor Classroom at the LEB at **10:00 am on Wednesday August 26, 2020** and vendors will have an opportunity to look at each weapon that Midland County wants to trade in.

**Midland County Law Enforcement Building
400 S. Main
Midland, TX 79701**

QUESTIONS:

If further information is required, please contact the Midland County Purchasing Department. All requests for information must be submitted in writing. Responses to all questions received will be sent to each Contractor/Vendor known to have copies of the Request for Proposal. Requests for information may be faxed to 432-688-4914 or e-mailed to pur103@co.midland.tx.us. All questions should be submitted on or before **5:00pm on Wednesday August 31, 2020**. Questions received after said date and time will not receive a response. Answers and clarifications which are considered to materially change the solicitation will be issued as written addenda to the original RFP and will be posted to the Midland County website at www.co.midland.tx.us. Solution providers are responsible for ensuring all answers to questions are reviewed prior to bid submittal and that all issued added are properly acknowledged with their submitted proposal response. Midland County will not be responsible

for any verbal exchange between the vendor and an employee of Midland County.

COPIES AND RECEIPT:

Please submit one (1) original, three (3) copies, and an electronic copy on USB drive of the proposal. **An executed copy of the Proposal Affidavit SIGNED AND NOTARIZED (Page 7) must be included in each submission.** Please note that if no Proposal Affidavit is included, the response will be rejected. Midland County is exempt from all state and federal taxes. Tax exempt certificates are available upon request.

All responses should be submitted in a sealed envelope, marked on the outside,

20MCO570 SHERIFF'S GUNS

Company Name

Responses must be received by **2:00pm Local Time on Monday September 14, 2020.** Late proposals will be rejected and returned without being opened. The clock in the Purchasing Agent's office is the official time piece for this submission. If interested, Contractors may use mail or express systems to deliver their proposal to the Purchasing Department; they should ensure that they are tendered to the carrier in plenty of time to reach the Purchasing Department by the time and date required. Facsimile transmitted proposals shall not be accepted.

SUBMISSION LOCATION: All bids which are mailed, shipped, delivered, etc. should be addressed as follows:

Midland County Purchasing Department
Midland County Courthouse
Attention: Kristy Engeldahl, Purchasing Agent
500 N. Loraine Street, Suite 1101
Midland, Texas 79701

DOCUMENTATION SUBMISSION:

The respondent must submit all required documentation. Failure to provide requested information may result in rejection of the proposal.

ALTERATION OF PROPOSAL:

A proposal may be altered, modified or amended by a Vendor at any time, prior to the time and date set forth above as the submission deadline. Alterations, modifications or amendments to a proposal must be made in the offices of the Purchasing Department. Any interlineations, alteration or erasure made on a proposal before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity. A proposal may not be altered, modified or amended after the submission deadline.

WITHDRAWAL:

A proposal may not be withdrawn or canceled by the respondent for a period of sixty (60) days following the date designated for the receipt of proposals, and respondent so agrees upon submittal of their proposal.

CONFLICT OF INTEREST:

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes annotated Local Government Code Title 5, Subtitle C, Chapter 171. Vendor is required to sign affidavit form included in Proposal documents.

SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail of the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

CONFIDENTIALITY:

Contents of the proposals will remain confidential until the contract is awarded. At that time the contents will be made public under the Texas Public Information Act; except for any portion of a proposal which has been clearly marked as a trade secret or proprietary data (the entire proposal may not be so marked). Proposals will be opened, and the name of the firm submitting the proposal read aloud, acknowledged, at **2:05pm on Monday September 14, 2020**, in the Purchasing Department Conference Room located in the Midland County Courthouse, Suite 1101. All respondents or other interested parties are invited to attend the opening.

Vendors are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

ADDITIONAL INFORMATION AND DEMONSTRATION, NEGOTIATIONS:

Prior to award, selected Vendors may be asked to provide further information concerning their proposal, up to and including presentations/demonstrations. The Midland County Commissioners Court reserves the right to reject any and all proposals or waive formalities as deemed in the best interests of Midland County. The County may also enter into discussions and revisions of proposals after submission and before award for the purpose of obtaining the best and final offer, and to accept the proposal deemed most advantageous to Midland County.

This request for proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in obtaining complicated commodities and/or services. It also provides interested Contractors with a fair opportunity for their goods and services to be considered. The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor. Also, the County has the flexibility to negotiate with interested vendors (one at a time) to arrive at a mutually agreeable relationship. Negotiations will be arranged with vendors in a hierarchal order, starting with the vendor selected as the primary. If a contract cannot be negotiated, negotiations will, formally and in

writing, end with that Vendor and proceed to move to the second vendor, and so forth until a contract is negotiated.

RIGHTS OF THE CONTRACTING AUTHORITY:

Midland County reserves the right to withdraw this RFP at any time and for any reason. Midland County also has the right to terminate its selection process at any time and to reject all responses, or all proposals. Receipt of the proposal materials by Midland County or submission of a proposal to Midland County confers no rights upon the vendor nor obligates Midland County in any manner.

All costs associated with the preparation or submittal of proposals shall be borne by the vendor, and no cost shall be sustained by Midland County.

ORAL COMMITMENT:

Vendors should clearly understand that any verbal representations made or assumed to be made during any discussions held between representatives of a vendor and any Midland County personnel or official are not binding on Midland County.

WAIVER OF CLAIMS:

Submission of a proposal indicates Vendor's acceptance of the evaluation technique and Vendor's recognition that some subjective judgments must be made by the County during the determination of qualification.

SELECTION CRITERIA:

Price is a primary consideration; however, it is not the only consideration to be used in the selection. The product and/or service to be provided is also of major importance. Midland County will require that the successful vendor provide a representative for all County related business, including fitting, warranty, and billing of said product and/or service.

ORDINANCES AND PERMITS:

The Contractor/Vendor agrees, during the performance of the work, to comply with all applicable Federal, State, or local codes, ordinances, and laws.

INVOICES:

Invoices are to be mailed to P.O. Box 421, Midland, Texas 79702 and should cite the applicable Purchase Order Number. Any and all notices or other communications required or permitted by any contract awarded as a result of this RFP shall be served on or given to Midland County, in writing, by personal delivery to the Purchasing Agent of Midland County, Texas, or by deposit with the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Midland County Purchasing Agent 500 N. Loraine Suite 1101 Midland, TX 79701, or at such other address as may have been specified by written notice to Vendor.

INSURANCE:

The awarded Vendor will maintain such insurance that will protect the Vendor and the County from claims under the Workers' Compensation Acts, and any amendments thereof, and from any other claims for damages from personal injury, including death, which may arise from operations under this agreement, whether such operations be by themselves or by any sub-contractor, or anyone directly or indirectly employed by either of them. Current certificates of insurance shall be furnished to Midland County and shall show all applicable coverage(s). Any subcontractor must adhere to the same requirements listed above and below (with the exception of the pollution liability, if required).

Other insurance requirements are:

-General Liability (including completed operations) with a \$1,000,000 per occurrence limit and \$2,000,000 general aggregate.

Midland County will require the selected Vendor to name Midland County as an additional insured for both the general liability and auto liability. A waiver of subrogation in favor of the County is required for the workers compensation. If the additional insured status or waiver of subrogation is not on a blanket basis, please send a copy of the actual endorsements prior to commencement of any work. All insurance must be placed through an insurance carrier licensed to operate in Texas and have an AM Best Rating greater than A-VI.

INDEMNIFICATION:

The Vendor shall defend, indemnify and save whole and harmless the County and all its officers, agents and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, or on account of, arising out of or in connection with the Vendor's performance or non-performance of any obligation of Vendor or any negligent act, misconduct or omission of the Vendor in the performance of its contractual obligations. The Vendor shall defend, indemnify, save, and hold harmless the County and its officers, agents, representatives and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, on account of, arising out of or in connection with Vendor's product or service.

STATUS OF INDEPENDENT CONTRACTOR:

Vendor shall be considered an independent contractor, for all purposes. Vendor will not at any time, directly or indirectly, act as an agent, servant, representative or employee of the County. Vendor will not take any action which is intended to create any commitments, duties, liabilities or obligations on behalf of the County, without prior written consent of the County.

PARTIAL INVALIDITY:

In the event any one or more of the provisions contained in this RFP or any contract resulting therefore, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this RFP or any contract resulting therefore and this RFP or the contract resulting therefore shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

CONTRACT TERMINATION:

Non-performance of the Vendor/Contractor in terms of specifications or noncompliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving (60) sixty days written notice to the Contractor/Vendor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor/Vendor may be given reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance. The right to terminate the notice thereof is controlled by these proposal specifications and is not subject to being altered by contract.

LAW GOVERNING:

The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Texas. The laws of the State of Texas shall govern the interpretation and application of the contract; regardless of where any disagreement over its terms should arise or any case of action arise. Vendor agrees to follow all local, state and federal laws.

REMEDIES:

The successful vendor and Midland County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE:

It is hereby agreed that the contract will be made in Midland, Midland County, Texas, and any dispute arising as a result of it shall be governed by the laws of the State of Texas for the purpose of any law suit, and the parties agree that such lawsuit shall be brought in Midland County, Texas.

FUNDING CONTINGENCY:

Any contract awarded pursuant to this RFP shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of Midland County. If sufficient funding or authority is not made available, the contract shall become null and void.

ASSIGNMENT:

The Contractor shall not sell, assign transfer or convey this contract in whole or in part, without the prior written consent of the County.

**REQUIRED FORM
COMPANY AFFIDAVIT**

The affiant, _____ states with respect to this submission to County:

I (we) hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the RFP and this submission, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this submission, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the submission process.

I further recognize that County reserves the right to make its award for any reason considered advantageous to the County. The company selected may be without respect to price or other factors.

Signature _____ Date _____

Name _____ Phone _____

Title _____

Firm Name _____

Type of business organization (corporation, LLC, partnership, proprietorship)

Address _____

County, State, Zip _____

Notary Seal Below

SPECIFICATION

PURPOSE:

Midland County is in need of a vendor to provide a trade-in for current guns owned by Midland County Sheriff's Office and to provide new hand guns and extra factory magazines to Midland County Sheriff's Office.

SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION:

Should the Bidder subcontract any work, the Bidder shall indicate below the name of each subcontractor and/or supplier the bidder will use in the performance of the contract. The Bidder shall specify the work to be performed by the subcontractor or the materials to be provided by the supplier. Any changes in subcontractor and/or supplier listed below shall require prior approval by the Purchasing Office.

SPECIFICATIONS:

Midland County Sheriff's Office will be trading in their current various guns and purchasing only one type of gun for each deputy, Sig Sauer P320 X Carry. Midland County also needs to purchase extra factory magazines for the Sig Sauer P320 X Carry. Bidder must provide an offer for each trade in gun. The awarded bidder must take possession of all trade in guns. All trade in guns are considered "as is" and vendor assumes all liability of these trade in guns.

CONTRACT TERM:

This contract will last for 12 months and renew annually, unless either Midland County or Vendor provides a 60 day notice to cancel or not renew.

REFERENCES:

Please provide at least 3 references, preferably any local/state government clients that the vendor has provided a similar type of product/service as requested in this RFP.

EVALUATION PROCESS:

The County will award to the bidder that submits a bid which represents the "best value" to the County. The best value shall not be based solely upon price, but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein.

CRITERIA:

Introduction (Executive Summary): 1 page maximum

Tab 1 Previous Related Experience: (10 points, maximum)

- Indicate experience with publicly funded entities of same approximate size. Be sure to indicate any previous experience with Midland County.
- Indicate any contracts terminated due to breach of contract by Vendor.

Tab 2 Identity and Location of Vendor: (40 points, maximum)

- Indicate the exact legal name of Vendor, its corporate location, any local/regional offices near Midland County, shipping warehouse location, length of time in business.

Tab3 References: (Include name, address, and phone number of contact person): (10 points, maximum)

- Indicate (3 minimum) references who can attest to the Vendor's ability to provide these goods/services.

Tab 5 Cost: (40 points, maximum)

- Indicate the Vendor's proposed costs by completing and returning PAGES 10 - 15.

Midland County will be purchasing a quantity of 107 guns and 50 extra magazines at one time for this first order. We would like to continue to purchase each handgun as needed through this contract.

DESCRIPTION	QTY	COST PER ITEM
Sig Sauer P320 X Carry	107	
Original 17 round factory Sig magazines	50	
TOTAL PURCHASE PRICE		

TRADE IN WEAPONS:

ITEM #	MAKE	MODEL	CALIBER	SERIAL#	TRADE IN VALUE
1	Glock	22	40	FYM424	
2	Glock	21	45	DLK646	
3	Glock	22	40	ZYU072	
4	Glock	22	40	ZYU074	
5	Glock	22	40	ZYU077	
6	Glock	17	9mm	BACS998	
7	Glock	21	45	MRR435	
8	Glock	21	45	MRR433	
9	Glock	21	40	MRR430	
10	Glock	21	45	MRR434	
11	Glock	21	45	MRR431	
12	Glock	17	9mm	BACS995	
13	Glock	17	9mm	BACS994	
14	Glock	22	40	FZW192	
15	Glock	17	9mm	BACS997	
16	Glock Gen 4	21	45	BFCU799	
17	Glock	21	45	MRR414	
18	Glock	21	45	MRR411	
19	Glock	21	45	CAH377	
20	Glock	21	45	EDP692	
21	Glock	21	45	CFV768	
22	Glock	21	45	MRR418	
23	Glock		45	CAH354	
24	Glock	21	45	CFV767US	
25	Glock	21	45	MRR426	
26	Glock	21 SF	45	MRR415	
27	Glock Gen4	21	45	VBK825	
28	Glock	21	45	CAH352	
29	Glock (Slim Frame)	21	45	MRR417	
30	Glock	21	45	MRR432	

ITEM #	MAKE	MODEL	CALIBER	SERIAL#	TRADE IN VALUE
31	Glock	21	45	CAH375	
32	Glock	21	45	MRR425	
33	GLOCK 30		45	CDX252	
34	Glock	21	45	WCY527	
35	Glock	21	45	MRR407	
36	Glock	17	9mm	BACS993	
37	Glock	21	45	MRR408	
38	Glock	21	45	MRR416	
39	Glock	21	45	CAH373	
40	Glock	21	45	MRR405	
41	Glock	21	45	MRR419	
42	Glock	22	40	FYM421	
43	Glock	21	45	MRR420	
44	Kimper	Custom TLE	45	K186922	
45	Kimber	Custom TLE	45	K186929	
46	Kimber	Custom TLE	45	K186939	
47	Kimber	Custom TLE	45	K162815	
48	Kimber	Custom TLE	45	K225175	
49	Kimber	Custom TLE	45	K162808	
50	KIMBER	PRO 2		KR67912	
51	Kimber Custom TLE II		45	K173814	
52	SMITH & WESSON	4006	40	VDF9595	
53	Glock	21	45	MRR406	
54	Walter		380	S079699	
55	Sig Sauer	P230	380	S003541	
56	SIG SAUER		380	S110769	
57	Sig Sauer P230	P230	9mm	S128819	
58	Smith Wesson	4006	40	VDF5594	
59	SMITH & WESSON	659	9MM	TBH6353	
60	RUGER	P89	9MM	309-53453	
61	DERRINGER EXCAM		38	L92309	

ITEM #	MAKE	MODEL	CALIBER	SERIAL#	TRADE IN VALUE
62	Benelli Super Nova		12g	Z684845M	
63	Benelli Super Nova		12g	Z684691D	
64	Benelli		12g	Z684765M	
65	Benelli		12g	Z666514X	
66	Benelli		12g	Z684761C	
67	Benelli Super Nova		12g	Z684764J	
68	Remington	870	12g	V956071V	
69	Remington	870	12g	D529404M	
70	Remington	870	12g	D361539M	
71	Benelli		12g	M092951	
72	Remington Pol Mag	870	12g	CC74526D	
73	Mossberg	590	12g	V0033636	
74	Remington Police	Nov-87	12g	PC704253	
75	Remington Pol Mag	870	12g	CC69974E	
76	Remington Pol Mag	870	12g	CC69966E	
77	Smith Wesson	M&P-10	308	KN19000	
78	Remington Pol Mag	870	12g	CC13015C	
79	Mossberg	590	12g	V0191266	
80	Remington Pol Mag	870	12g	CC69959E	
81	Remington Pol Mag	870	20g	RS64010Y	
82	Remington	870	12g	RS05421N	
83	Mossberg	500	12g	V0048004	
84	MOSSBERG	500	12 GA	V0166243	
85	Mossberg		12g	V0548925	
86	Mossberg		12g	VO285713	
87	Mossberg	500	12g	V0166239	
88	Mossberg		12g	V0047614	
89	Remington Pol Mag	870	12g	W647306M	
90	Remington Pol Mag	870	12g	AB233753M	
91	Remington Pol Mag	870	20g	AB231530M	
92	Remington	870	12g	V956058V	

ITEM #	MAKE	MODEL	CALIBER	SERIAL#	TRADE IN VALUE
93	Remington Wingmaster	870	12g	V956023V	
94	Remington	870	12g	RS61201D	
95	Remington Pol Mag	870	12g	D577259M	
96	Remington Mag	870	12g	W626477M	
97	Remington	870	12g	X118062M	
98	Remington Pol Mag	870	12g	D620487M	
99	Remington Wingmaster	870	12g	V936608V	
100	Remington	870	12g	AB441401M	
101	Remington Pol Mag	870	12g	D577242M	
102	Remington	870	12g	C847802M	
103	Winchester		12g	42954	
104	Remington 11-87		12g	PC293100	
105	Mossberg		12g	H959217	
106	Rimington	870	12g	V956128V	
107	Winchester	1200	12g	148730	
108	Remington		12g	P293135	
109	WINCHESTER	SHOTGUN	12 GA	L1641575	
110	Remington 870 Mag		12g	W597728M	
111	Remington	870	12g	V936611V	
112	Remington	870	12g	W601774M	
113	Remington Pol Mag	870	12g	W626671M	
114	Springfield	M14	308	226670	
115	Springfield	M1A	308	227099	
116	Springfield	Socom	308	227456	
117	SPRINGFIELD			226866	
118	Springfield	M1A	308	227528	
119	Smith Wesson	M&P-10	308	KN19650	
120	Smith Wesson	M&P-10	308	KN25999	
121	Smith Wesson	M&P-10	308	KN20782	
122	Smith Wesson	M&P-10	308	KN19646	

ITEM #	MAKE	MODEL	CALIBER	SERIAL#	TRADE IN VALUE
123	Springfield	Socom	308	227631	
124	Springfield	Socom	308	237533	
125	Springfield	Socom	308	227921	
126	Smith Wesson	Socom	308	KN19661	
127	Armalite	M&P-10	308	US102119	
128	Bushmaster		556	L232801	
129	Bushmaster	XM15-E25	556	L231334	
130	Rock River Arms	XM15-E25	223/556	CM70660	
131	Bushmaster	LAR-15	556	BK1009193	
132	Bushmaster	XM15-E25	223/556	BFI539109	
133	Armalite	XM15-E25	223/556	US102095	
134	Bushmaster	M1- A2	556	BK1009192	
135	BUSHMASTER	XM15-E25	223/556	BF1539105	
136	Bushmaster	XM15	0.223	L232281	
137	Rock River Arms	XM15-E25	556	KT1197436	
138	FN	AR15	223	FN113927	
139	Sturm, Ruger & Co	PS90		185-48633	
140	Sturm, Ruger & Co	Mini 14	223	185-48468	
141	Sturm, Ruger & Co	Mini 14	223	185-48141	
142	RUGER	Mini 14	223	185-48321	
143	Remington	MINI	0.223	C6294019	
144	Remington	700	308	A6897264	
TOTAL TRADE IN PRICE					