# SEBASTIAN COUNTY JUDGE

**Purchasing Department**

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


August 14, 2020

**NOTICE TO**: Qualified Bidders

**SUBJECT**: Request for Proposal

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.

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

Bidders who do not wish to submit bids 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.

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

Any questions regarding the Bid Invitation should be directed to the Purchasing Department, (479) 784-1502.

Lauri Lowrimore
Purchasing Coordinator
Sebastian County, Arkansas

Attach: RFP

# Request for Proposal

**Sebastian County, Arkansas**

## Cover Sheet — Section I

**BID NUMBER:** SC-2019

**TITLE:** One (1) Dodge Durango Police Pursuit Vehicle for Sebastian County Sheriff's Office

**OPENING:** DATE: August 26, 2020
TIME: 2:00 P.M.
PLACE: Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas

**MAIL SEALED PROPOSALS TO:** County Judge's Office
Sebastian County Purchasing Dept.
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 & title

**BIDDER MUST COMPLETE THE FOLLOWING INFORMATION:**

NAME OF BIDDER: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX Number: _____

SIGNATURE OF AUTHORIZED AGENT: _____

**INSTRUCTIONS:**

1. Lump Sum prices and extensions are required on proposal form.
2. **Return three copies of the entire bid package and any other documents required by the specifications**.
3. Proposals must be signed by an authorized agent to be accepted. (See Section III, General Conditions, #24)
4. Any trade discounts should be deducted and net prices shown.
5. Bidder must guarantee product(s) offered will meet or exceed specifications contained in this Request for Proposals.
6. Bidding procedures will be in compliance with Arkansas Laws.
7. **QUOTE:** F.O.B. destination.
8. **BID VALIDITY:** Net 60 days.

# Proposal Form

**SC-2019** **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 bid 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 County Judge, Sebastian County, shall determine any and all questions or disputes which may arise concerning conformity to the specifications and conditions, and proposals; and 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.

We, the undersigned, affirm that this proposal is made on behalf of the undersigned, and is made without collusion on the part of any person, firm or corporation; and that the conditions and other provisions have been carefully examined and are agreed to.

It will be the County's sole discretion to accept any part or combination of the bid below.

**Total Price: _____**

**Written Total Price: $_____**

**Amount of Sales Tax to be added to the Total Price: $ _____**

**Exceptions to specifications: NO____ YES____ (Attach itemized list)**

**From:_____** (Vendor) **Signature: _____** (Printed name & signature)

**Date: _____** **Title: _____**

## SECTION III-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. 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.

4. The original written or electronic language of the RFP documents shall not be changed or altered except by approved written addendum issued by the Purchasing Office. This does not eliminate bidder(s) from taking exception(s) to non-mandatory terms and conditions, but does clarify that the proposer shall not change the original document's written or electronic language. If proposer(s) wishes to make exception(s) to any of the original language, it must be submitted by the proposer in separate written or electronic language in a manner that clearly explains the exception(s). If proposer's submittal is discovered to contain alterations/changes to the original written documents, the proposer's response may be declared as "non-responsive" and shall not be considered.

5. This RFP may be modified only by amendments written and authorized by the Purchasing Office. Proposers are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFP prior to submission. There will be no addendums to a RFP 72 hours prior to the RFP opening. It is the responsibility of the proposer(s) to check the County website, www.sebastiancountyar.gov for any and all addendums up to that time.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. **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.

12. Proposals shall be submitted on 8 ½ x 11 inch paper, which shall include this form. The proposal should follow the format laid out under Item 8. Submissions should be limited to a maximum of 15 pages, with all required attachments included. Binders, brochures, and materials in this RFP are neither requested nor desired. Please do not submit these with your proposal. If additional information is required, the County will request it after review of the proposals.

13. The Company should submit a base proposal in the manner specified, but may also propose other financial options to the County, either as additions or alternates to the base proposal. Such additional offerings should be clearly identified. The county prefers that the Company's response to the RFP be submitted in same item (paragraph) sequence as the proposal – using the same item (paragraph) numbers for reference.

14. 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.

**15.** 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.

**16.** 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.

**17.** 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.

**18.** 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.

**19.** 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.

**20.** 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.

**21.** 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.

**22.** 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.

**23.** 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.

**24.** 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.

**25.** 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 2018 must submitted with the proposal or it can be disqualified.

**26.** 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.

**27.** Bid bonds are required in the amount of 5% of the bid. See §19-4-1405 of the 2018 Arkansas Code.

**28. The Company will be required to furnish, for the life of the Contract, a Performance Bond in a form satisfactory to the County and issued by a surety company authorized to do business in the State of Arkansas, in the amount of the contract. An original and one (1) copy of the bond must be furnished at the time of Contract execution.**

**29.** **Restriction of boycott of Israel:** Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract or purchase order valued at $1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

30. **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.

31. 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.

32. 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.

## A. General Specifications

1. Bidders shall provide vehicle specifications being proposed.
2. Bonds are **NOT** required.
3. PROJECT OFFICER: The Project Officer is Lauri Lowrimore, Purchasing Administrator. Phone number 479-784-1502.

## B. Scope

The purpose of this bid is for one (1) Dodge Durango police pursuit vehicle for Sebastian County Sheriff's Office.

The proposal shall include the following:

- New Dodge Durango police pursuit vehicle (WDEE75)
- Cost per Unit
- Exterior Color: White
- (22Z) – Quick Order Package
- (DFD) – Transmission: 8-Speed Automatic (8HP70)
- (DPM) – 3.09 Rear Axle Ratio
- (EZH) – Engine: 5.7 V8 Hemi MDS VVT
- (H7X9) – Black, Cloth low-back bucket seats
- (PW7) – White Knuckle Clearcoat
- (Z6J) – GVWR: 7,100 lbs