

COUNTY OF MOORE  
NORTH CAROLINA

INFORMAL BID

ISSUE DATE: May 8, 2019

INFORMAL BID 2019-20

TITLE: Rifles – Sheriff Office

ISSUING DEPARTMENT: COUNTY OF MOORE  
Financial Services  
206 S. Ray Street  
PO Box 905  
Carthage, NC, 28327

Electronic Bids will be received until **4:30 PM Tuesday May 21, 2019** from qualified vendors for twenty-eight (28) Rifles for the County of Moore Sheriff's Office. All inquiries for information concerning Instructions to Bidders, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

**Terra Vuncannon, Purchasing Manager**  
PO Box 905  
206 South Ray Street  
Carthage, NC 28327  
(910) 947-7118  
[tvuncannon@moorecountync.gov](mailto:tvuncannon@moorecountync.gov)

Electronic Bids shall be e-mailed to Terra Vuncannon at [tvuncannon@moorecountync.gov](mailto:tvuncannon@moorecountync.gov) with **Informal Bid 2019-20 in the subject line**. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.

**In compliance with the Invitation for Bids and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed bid.**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

(typed)

By: \_\_\_\_\_

(signed)

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## INSTRUCTIONS TO BIDDERS

1. **Electronic Bid shall be submitted to the Issuing Department and include the enclosed Bid Form.** In order for a bid to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this Informal Bid. The County reserves the right to make an award in whole, or in part, and to reject any and/or all bids, and to waive any informality in bids unless otherwise specified by the Bidder. The Proposer shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in proposal figures. The County pays sales tax and will add this to your proposal figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
3. After the Informal Bid issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at the address listed on page one if this solicitation or via e-mail to [tvuncannon@moorecountync.gov](mailto:tvuncannon@moorecountync.gov). All questions concerning this Informal Bid shall reference the section and page number. Questions and responses affecting the scope of goods will be provided to all prospective Bidders by issuance of an Addendum. **All written questions shall be received by the Issuing Department no later than 10:00 am Tuesday May 14, 2019. NO EXCEPTIONS.** All addendums pertaining to this Informal Bid will be posted to the County website at [www.moorecountync.gov](http://www.moorecountync.gov) within 24 – 48 business hours after the deadline for questions. **It is the bidder's responsibility to check the website for the addendums.**
4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department in writing, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the proposal shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof. **It is the Bidder's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**
5. Bids will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until **90 days** after proposal opening date. The County reserves the right to conduct any

test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.

6. Pursuant to County policy, “award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the bids for the performance of the contract.”
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer’s most favorable commercial warranty. Each Bidder shall plainly set forth the warranty for the goods in the proposal. Operations and maintenance manuals for equipment shall also be provided, as appropriate.
8. The contractor shall not represent itself to be an agent of the County.
9. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
10. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County’s premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
11. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
12. The Bidder agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners.
13. Bidders are cautioned that this is an informal bid, not a request for contract, and the County of Moore reserves the right to reject any and/or all bids. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
14. Bids will be tabulated, evaluated and a recommendation presented to the County Manager for approval.
15. Any and all exceptions to the Specifications must be stated in writing, giving complete

details of what is to be furnished in lieu of requested Specifications.

16. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days' notice to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
17. Each original shall be signed and dated by an official authorized to bind the form. Unsigned bids will not be considered.
18. Trade Secrets and Confidentiality: As a general rule, all submissions to the County are available to any member of the public. However, if materials qualify as provided in this section, the County will take reasonable steps to keep trade secrets confidential.

Definitions.

In this section (Trade Secrets and Confidentiality) –

The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the County).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the County of Moore in connection with the candidate's proposal.

(a) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the County, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the County. The candidate shall not designate any material provided to the County as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the County, the candidate shall promptly disclose to the County the candidate's reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the County, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the County's use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction.

To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the County shall maintain the confidentiality of records designated “trade secrets” in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the County.

(b) Request by Public for Access to Record. When any person requests the County to provide access to a record designated as a trade secret in accordance with subsection (a) above, the County may

- (1) decline the request for access,
- (2) notify the candidate of the request and that the County has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or
- (3) notify the candidate of the request and that the County intends to decline the request.

Before declining the request, the County may require the candidate to give further assurances so that the County can be certain that the candidate will comply with subsection (c) below.

(c) Defense of County. If the County declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate’s proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the County’s non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the County Attorney.

Definitions. As used in this subsection (c), “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys’ fees, and interest. “Indemnitees” means the County, and officers, officials, independent contractors, agents, and employees, of the County. “Indemnitees” does not include the candidate. The County may require the candidate to provide proof of the candidate’s ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the County shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the County to require any person (including the County itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the County and the candidate.

(d) State and Federal Government Access to Records. None of the provisions in this section shall limit the County, the State, the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Bidder which

are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

19. Bidder shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In addition the Provider shall maintain, at its expense, the following minimum insurance coverage:

General Liability - \$2,000,000  
Auto Liability - \$2,000,000  
Umbrella Coverage - \$5,000,000

## **BACKGROUND**

### **Informal Bid Request for Qty (28) Rifles for the County of Moore Sheriff's Office.**

Vendor product must meet the following specifications;

- 11.5" AR-15/M4 style Rifle
- Mil Spec standard forged upper/lower to include Type III anodized.
- Upper receiver, lower receiver and handguard hard anodized to Mil Spec Type III specifications.
- Carbine length gas system.
- Carbine Buffer Spring
- Carbine Buffer
- 11.5" Black Nitride Coated Steel Quality barrel, 1-7 twist
- Chambered for both standard 5.56 NATO and .223 Wylde.
- Steel User adjustable low profile gas system with positive click adjustment and Gas Tube.
- Ferritic Nitrocarburizing, Black Nitride, FNC, Nickel Boron or equivalent coated Bolt Carrier Group
- 9.5" or 10.5" Lightweight CNC-Machined Aluminum free float Handguard complete with limited rotation quick detach sling swivel inserts. Full length top rail and Mlok compatability.
- A2 style Flash Hider or equivalent
- Steel or aluminum low profile fully adjustable flip-up sights.
- Lifetime Warranty or limited lifetime(normal wear and tear exception)
- User's Manual
- Two 30-round Magpul PMAG or similar quality magazine.
- ALG ACT – Advanced Combat Trigger or equivalent single stage trigger, pull weight not to exceed 6lbs
- Mil-Spec Six position receiver extension/buffer tube
- Adjustable butt stock with friction lock complete with limited rotation quick detach sling swivel inserts.
- Ambidextrous safety selector switch
- Ambidextrous charging handle
- Ambidextrous end plate sling mount
- Ergonomic beavertail style pistol grip

**The quantity of 28 is an anticipated quantity and may be subject to be increased/decreased pending funding allowance.**

Vendor must have federal license to sell firearms in the State of North Carolina.

**Federal funds are utilized for this project and applicable Federal laws, policies, and standards must apply for all aspects of this project.**

**BID FORM**

This Bid consist of product and shipping. Use this form for submitting Bids. No alterations, changes in Bid format will be allowed. All items should be priced for the units and quantities specified. The County of Moore shall reserve the right to reject any and/or all Bids. The bid opening will be held at 4:30 pm Tuesday, May 21, 2019 in the office of Terra Vuncannon, located at 206 South Ray Street Opening is public.

Product	Cost per Rifle	Total Cost - Quantity (28)

- **Total Cost – Qty (28) Rifles (less tax):** \_\_\_\_\_
- **Sales tax (Moore County rate 7%):** \_\_\_\_\_
- **Delivery/Invoice by August 1, 2019 : Vendor Agrees** \_\_\_\_\_

**The County reserves the right to adjust the quantity of rifles to the federal grant awarded amount.**

**Responsive Bid must include the following documents:**

- 1. Signed Bid Form (must acknowledge any addenda)**
- 2. Notarized Non-Collusion Affidavit**
- 3. E-Verify Affidavit**
- 4. Minority Participation Document**
- 5. Copy of Federal license to sell firearms**
- 6. Specifications of Product**
- 7. Current W-9 Form**

On behalf of \_\_\_\_\_ (Bidder), I am submitting a bid for the **Rifles**. This Bid covers equipment, labor, materials, traffic control and all other incidentals to complete the project. I certify that the contents of this Bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

By: \_\_\_\_\_ (Printed)

By: \_\_\_\_\_ (Signature)

Date: \_\_\_\_\_

Receipt of the following addendum is acknowledged:

Addendum No. \_\_\_\_\_ Received: (circle) YES / NO Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Received: (circle) YES / NO Date: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
County of Moore

I \_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is the \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal;

He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and

The price or prices quoted in the attached bid are fair, proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature and Title

State of North Carolina  
County of \_\_\_\_\_  
Subscribed and sworn before me,  
This \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

**Moore County E-Verify Affidavit**

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Executed, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina  
County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_  
day of \_\_\_\_\_, 2019.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)

## Minority Participation – Own Workforce Document

### State of North Carolina – Affidavit B - Intent to Perform Contract with Own Workforce.

County of Moore

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(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the **Rifles** purchase.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize small businesses, minority and women’s owned businesses (DBEs) and labor surplus area firms where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

