



**Henderson County Government**

**ITB: Purchase of Ammunition**

**BID NO: FY24-05**

**Date of Issue: February 6, 2024**

**Proposal Due Date: February 12, 2024, by 3:00PM EST**

**Direct all inquiries concerning this ITB to:**

**Doug Guffey**

**Purchasing Agent**

**Phone: 828-694-5023**

**Email: [hcpurchasing@hendersoncountync.gov](mailto:hcpurchasing@hendersoncountync.gov)**

## BID PROPOSAL FORM

### **GENERAL**

Pursuant to the General Statutes of North Carolina informal bids, subject to the conditions and specifications herein, are invited for furnishing the following apparatus, supplies, materials, and equipment. Bids may be submitted via email to [hcpurchasing@hendersoncountync.gov](mailto:hcpurchasing@hendersoncountync.gov) or via mail to the Henderson County Finance Department, at 113 North Main St., Hendersonville, NC 28792. Bids will be due on February 12, 2024, at 3:00PM EST.

### **PRICING**

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that they will furnish the equipment and services called for in the manner prescribed in the specifications and instructions to bidders for the following price:

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Remington L223R3 223CAL UMC 55GR MC 200 RDS/CS, 20RD/Box	100 CASES		
Speer Lawman 9MM 124 Grain Total Metal Jacket Round Nose 1000 RDS/CASE, 50 RDS/BOX	100 CASES		
Federal Tactical Bonded 223 55 Grain Bonded Soft Point 200 RDS/CASE	50 CASES		
Federal 12G OO Buck Law Enf 250 RDS/CASE	20 CASES		
Federal 12GA Tactical Low Recoil 1oz Slug 250RDS/CASE	20 CASES		
GRAND TOTAL FOR ALL GOODS. INCLUSIVE OF SHIPPING TO HENDRSON COUNTY, NORTH CAROLINA			
ESTIMATED DELIVERY DATE OF EQUIPMENT			

### **OFFER AND ACCEPTANCE**

Henderson County seeks offers for the construction services described in this solicitation. The County's acceptance of any offer must be demonstrated by execution of the acceptance found below. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) special terms and conditions specific to this ITB/RFQ, (2) specifications and requirements under the Instruction to Bidders, (3) Henderson County Terms and Conditions of this ITB/RFQ, and (5) the agreed portions of the awarded Vendor's offer. **No contract**

**shall be binding on the County until an encumbrance of funds and preaudit has been made for payment of the sums due under the contract.**

**EXECUTION**

In compliance with this Invitation for Bid / Request for Quote, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

**Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.**

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for ninety (90), days from date of offer opening unless otherwise stated here: \_\_\_\_ days.

**ACCEPTANCE OF OFFER**

If any or all parts of this ITB/RFQ are accepted, an authorized representative of Henderson County shall affix their signature hereto. A copy of this acceptance will be forwarded to the successful vendor(s).

<p><b><u>FOR COUNTY USE ONLY</u></b></p> <p><i>Offer accepted and contract awarded pursuant to Purchase or Contract Order number _____ this _____ day of _____, 20____, as indicated on attached certification,</i></p> <p><i>by _____ (Authorized representative of Henderson County).</i></p>
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### **Bidders Checklist**

- Be aware of the bid opening date and time as indicated on the first page of this proposal.
- All signatures must be by a company officer or agent who is authorized to enter into and sign bid documents.
- Have you read and understood the “Terms and Conditions” and the “Instructions to Bidders” for submitting a bid?
- Have you read and do you completely understand all the specifications of this bid proposal?
- Have you submitted the requested number of copies of your proposal and included all the requested literature and specifications?
- If an addendum to the specifications was issued, has it been signed and returned with this bid proposal?
- Have you enclosed statements explaining any exceptions made to the specifications?
- Have you included executed copies of the attachments?

## **INSTRUCTIONS TO BIDDERS**

### **Section 1: Purpose**

The purpose of this document is to provide general and specific information for the **Purchase of Ammunition**. All bids and contracts are governed by Henderson County policy and Section 143-131 of the North Carolina General Statutes.

### **Section 2: Bid Schedule**

Listed below are the dates and times by which stated actions must be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are Eastern standard times.

<b>Action</b>	<b>Time</b>	<b>Date</b>
Bid issued	5:00 PM	February 6, 2024
Bids Due	3:00 PM	February 12, 2024

### **Section 3: Bid Contact**

Any and all questions, concerns, request for additional information, and alternate product considerations shall be directed to the Henderson County Finance Department to the attention of the Purchasing Agent:

Doug Guffey  
[hcpurchasing@hendersoncountync.gov](mailto:hcpurchasing@hendersoncountync.gov)

### **Section 4: Bidder Questions**

The County is not liable for interpretations/misinterpretations or other errors, or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the County's requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the County clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification, technical questions, and approval of alternate products to this bid must be received by the County no later than the date shown above in Section 2, entitled "Bid Schedule", under Deadline for Questions. The Bidders' failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders' acceptance of all County requirements and terms and conditions. The County shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the County's website at <https://www.hendersoncountync.gov/rfps>.

### **Section 5: Objections to the Specifications**

It is not the intent of the bid specifications to exclude or limit competition or favor any supplier. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify Doug Guffey, Purchasing Agent, in writing, stating and listing the specifications and objections, no later than the date shown above in Section 2, entitled "Bid Schedule", under Deadline for Questions. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections

stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to Doug Guffey, Purchasing Agent. Information obtained from other sources will not be considered in the evaluation and award of this bid.

#### Section 6: Alternate Bids

Alternate bids are allowed. Alternate bids are those that are not identical by manufacturer and model to what is outlined within the bid document or one which has substantially different specifications to what is outlined in the bid document. When alternate bids are submitted, the bidder must submit documentation for review as a part of the bid to show that the product meets or exceeds the specifications of the item(s) referenced in the specifications. It shall be the responsibility of the bidder to show that the alternate equipment is equivalent and conforms to the specifications contained herein. Bidders may submit multiple bids on various manufacturers' brands/models.

#### Section 7: Bid Options

The County reserves the right to request pricing on optional equipment along with the pricing for the main or primary product or items when applicable. At the discretion of the County, some or all of the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The bid award will be made to the lowest, responsive, responsible bidder for the main or primary product on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the bid award.

#### Section 8: How to Prepare Bid Proposals

Bidders are encouraged to carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- I. **PROPOSAL FORM:** Submit all prices and offers on the **BID PROPOSAL FORM(s)** provided herein. All bid proposals must be submitted and signed by the supplier or their authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.
- II. **Addendum(s):** If applicable, bidders shall include signed addendum(s) with their bid submittal acknowledging the modifications made to the bid document.
- III. **SIGNATURE:** All bids must be signed by an authorized official of the company on the Bidders Signature Page.
- IV. **TAXES:** Do not include taxes in your bid prices. Taxes must be itemized and added to invoices separately when invoicing the County. The County is required to pay sales tax. The County is exempt from Federal Excise Tax and has a Federal Tax number.

#### Section 9: How to Submit Bid Proposals

- I. **SUBMIT BIDS ON THE BID PROPOSAL FORM PROVIDED HEREIN.**
- II. Bids may be submitted via email to [hcpurchasing@hendersoncountync.gov](mailto:hcpurchasing@hendersoncountync.gov).

III. Bids may be mailed or delivered as follows:

**Mailing & Delivery Address:**

**ITB: Purchase of Ammunition**  
Henderson County Finance Department  
113 N Main Street  
Hendersonville, NC 28792

IV. Please note bids not received by the time and date specified on the Bid Proposal Form will not be opened or considered.

V. Bidders shall provide any available product literature and manufacturer's specifications at the request of Henderson County.

**Section 10: Bid Opening**

- I. All bids will be opened at the time and place shown on the enclosed Bid Proposal Form. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- II. Bids will be examined by the Purchasing Agent and the using department officials promptly after the opening and an award made as early as possible.
- III. Bidders may request and receive copies of the bid document and/or bid tabulation after the award of the project.

**Section 11: Award of Bid**

- I. **Standard of Bid Award Acceptance:**  
The County reserves the right to reject any and/or all bids received as allowed by law, or to select the bid which, in our opinion, is in the best overall interest of the County. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.
- II. **Bid Prices:**  
All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight, fuel surcharges and other fees if applicable and be delivered **FOB destination, freight prepaid and allowed** to the location provided on the County Purchase Order if not otherwise instructed within the specifications section. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation where applicable or otherwise described within the specifications. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.
- III. **Order of Precedence:**  
In cases of conflict between sections and provisions within the bid document, the order of precedence will be 1) the Special Conditions section specific to the bid (if present); 2) the minimum Specifications section specific to the bid, 3) Henderson County terms and conditions;

and 4) the instructions to bidders section of the bid document.

**Section 12: Errors in Bids**

Bidders or their authorized representatives are expected to understand the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

**Section 13: Bid Tabulation**

Bidders may request a bid tabulation from the Purchasing Agent, after the bid has been awarded (NCGS 143-131(a)).

**Section 14: Specifications**

It is the intent of these specifications to set up minimum requirements for **the purchase of ammunition** as defined herein.

DESCRIPTION	QUANTITY
Remington L223R3 223CAL UMC 55GR MC 200 RDS/CS, 20RD/Box	100 CASES
Speer Lawman 9MM 124 Grain Total Metal Jacket Round Nose 1000 RDS/CASE, 50 RDS/BOX	100 CASES
Federal Tactical Bonded 223 55 Grain Bonded Soft Point 200 RDS/CASE	50 CASES
Federal 12G OO Buck Law Enf 250 RDS/CASE	20 CASES
Federal 12GA Tactical Low Recoil 1oz Slug 250 RDS/CASE	20 CASES

Ammunition shall be shipped FOB destination to the Henderson County Sheriff's Office, 100 N Grove Street, Hendersonville, NC 28792.

**Section 15: Terms and Conditions**

Any proposal submitted to Henderson County shall be deemed to include all the Terms and Conditions shown in the document found online at

[https://www.hendersoncountync.gov/sites/default/files/fileattachments/henderson\\_county/page/42611/terms\\_and\\_conditions\\_02.23.2022.pdf](https://www.hendersoncountync.gov/sites/default/files/fileattachments/henderson_county/page/42611/terms_and_conditions_02.23.2022.pdf)

These Terms and Conditions, which refer to a "purchase order", shall be deemed to be included in any contract entered into as a result of this Invitation to Bid ("ITB").

Any attempt by a proposed contracting party (the "Bidder") under the ITB to exclude any of these Terms and Conditions shall cause any bid or proposal made in response to this ITB to be deemed to be non-responsive (unless Henderson County has notified the Bidder that the funding source for the goods or



work sought under this ITB is not federal funds, in which case those provisions under number 15 of the Terms and Conditions (and all subparts thereunder) may be excluded from a Proposal.

**Section 16: Funding Source**

This request for proposals is funded with **County Funds**.

**Section 17: Attachments**

Attachment I: Vendor Information Form

## Attachment I: Vendor Information Form

<b>Attachment I: Vendor Information Form</b>			
Company/Firm Name			
Mailing Address			
Contact Name		Contact Title	
Phone Number	Fax	Email	Website
Federal Tax ID Number		Unique Entity Identification Number (SAM.gov)	
Required Documentation		Internal Routing	
Completed IRS W-9 form dated within calendar year and signed by authorized personnel.		W9 Received	YES
Minority and Women Owned Business (MWBE) certification, if applicable.		MWBE Certification Received	YES      N/A
		Unique Entity Identification Number confirmed in SAM.gov	YES