

SERIAL 15036 ROQ MCSO PROPERTY SALES

DATE OF LAST REVISION: July 22, 2015

CONTRACT END DATE: July 31, 2018

CONTRACT PERIOD THROUGH JULY 31, 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MCSO PROPERTY SALES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 22, 2015**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

JG/mm
Attach

Copy to: Office of Procurement Services
John Shamley, MCSO



CONTRACT PURSUANT TO ROQ

SERIAL 15036-ROQ

This Contract is entered into this 22nd day of July, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and King Firearms and More, a Tennessee corporation ("Contractor") for the purchase of MCSO Property.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 22nd day of July, 2015 and ending the 31st day of July, 2018.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of two (2) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 All sales are for cash only. The successful bidder shall provide certified check or money order payable to the Maricopa County Sheriff's Office in the amount totaling one half (1/2) of the successful bid. The balance of the bid amount plus shipping cost (if applicable) shall be payable upon receipt of weapons from MCSO. Checks shall reference this contract number and be mailed to MCSO Accounts Receivable 550 West Jackson Street, Phoenix, AZ 85003.

3.0 DUTIES:

- 3.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

4.0 TERMS and CONDITIONS:

4.1 INDEMNIFICATION:

- 4.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the Contractor's performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

4.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.2 **INSURANCE:**

4.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

4.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

4.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

4.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

4.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

4.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

4.2.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.2.9 The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

4.2.10 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

4.2.11 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.12 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.13 Workers' Compensation:

4.2.13.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.2.13.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.14 Certificates of Insurance.

4.2.14.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County (**see Exhibit 2**), issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.2.14.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.2.14.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.15 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 **WARRANTIES:**

The Contractor specifically acknowledges that Maricopa County has not made and does not hereby make any representation of warranty, express or implied, as to any matter with respect to the firearms offered under this contract, including without limitation, the condition of the firearms, the merchantability or the firearms fitness for any particular purpose, and that firearms are offered as is.

4.4 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.5 **TERMINATION FOR DEFAULT:**

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 4.5.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.5.2 Make progress, so as to endanger performance of this contract; or
- 4.5.3 Perform any of the other provisions of this contract.
- 4.5.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.6 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 **CONTRACTOR LICENSE REQUIREMENT:**

- 4.7.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 4.7.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact

the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.8 SUBCONTRACTING:

4.8.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.9 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.10 ADDITIONS/DELETIONS OF SERVICE:

4.10.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10.2 . Upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.11 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

4.12 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.13 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

4.15 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this

contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.16 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 4.16.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor
 - 4.16.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Agency, or local government agency;
 - 4.16.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 4.16.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4.16.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 4.16.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4.17 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 4.17.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 4.17.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.17.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.18 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 4.18.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 4.18.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.19 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 4.19.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 4.19.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- 4.19.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.20 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.21 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.22 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.23 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.24 INDEPENDENT CONTRACTOR:

4.24.1 Contractor's relationship to the County shall be as an independent contractor and not as an employee.

4.24.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

4.24.3 No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

4.25 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

4.26 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.27 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

4.28 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

4.28.1 Exhibit A, Pricing;

4.28.2 Exhibit B, Scope of Work;

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

King Firearms and More
Attn: John King, President
505 North Garden Street
Columbia, TN 38401

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

John G. King President/CEO

PRINTED NAME AND TITLE

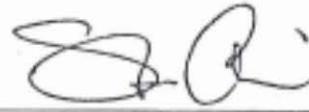
505 N Garden Street (Columbia, TN 38401)

ADDRESS

6-25-2015

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JUL 22 2015

DATE

ATTESTED:



CLERK OF THE BOARD

JUL 22 2015

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

JUL 5, 2015

DATE

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

The intent of this Review of Qualifications is to establish a list of qualified buyers for the sale of weapons either seized by or surrendered to Maricopa County Sheriff’s Office pursuant to A.R.S. § 12-945.B. Once the list of qualified buyers is established, the buyers will be invited to provide sealed bids on lots of weapons created by MCSO from its inventory.

The County reserves the right to add additional contractors to the qualified buyers list, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number to satisfy the County’s needs.

2.0 DEFINITIONS

Eligible Firearm: Any lawful firearm in the custody of MCSO which may be lawfully disposed of pursuant to federal law, Arizona Revised Statutes, the policies of MCSO, or a lawful court order.

Eligible Firearms Vendor: A federally licensed firearms dealer who meets the qualifications of this solicitation.

Firearm: Any handgun, pistol, revolver, rifle, shotgun, or any weapon that may expel a projectile by the action of expanding gases.

Ineligible Firearms: Firearms deemed unsuitable, with the exception that Class 3 Firearms may be authorized for trade with written approval of the Chief Deputy and correct United States Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) forms. Firearms seized under RICO statutes are prohibited from participation. Weapons prohibited by Arizona statute are deemed ineligible. In addition, low value, poorly maintained firearms may also be declared ineligible. Weapons used in the commission of certain felonies may be determined ineligible.

National Integrated Ballistic Information Network (NIBIN): Automated ballistic imaging technology administered by the ATF, and Firearms for NIBIN Partners that have entered into a formal agreement with ATF to enter ballistic information into the NIBIN database.

TRAQ: The electronic property and evidence tracking system of the Maricopa County Sheriff’s Office; warehouse management system.

3.0 SCOPE OF WORK:

3.1 AUTHORIZATION FOR SALE:

A.R.S. § 12-945.B

Sale of property

- A. *If after thirty days’ notice has been given, the owner or person entitled to the property has not taken it away, the property may be sold. The proceeds shall be paid to the general fund of the jurisdiction from which the unclaimed property was received.*
- B. *Notwithstanding subsection A of this section, if the property is a firearm, the agency shall sell the firearm to any business that is authorized to receive and dispose of the firearm under federal and state law and that shall sell the firearm to the public according to federal and state law, unless the firearm is otherwise prohibited from being sold under federal and state*

law. A law enforcement agency may trade a firearm that it has retained to a federal firearms licensed business for ammunition, weapons, equipment, or other materials to be exclusively used for law enforcement purposes.

NOTE: The MCSO has determined to sell the firearms in Exhibit x and will not entertain offers to trade the firearms in Exhibit x for law enforcement equipment.

3.2 ELIGIBLE FIREARM PROCESSING:

3.2.1 All firearms shall be checked through the National Crime Information Center (NCIC) by MCSO Staff.

3.2.1.1 MCSO shall complete an NCIC check and note the results in the electronic property and evidence tracking system (TRAQ), or on the original Property Impound Form.

3.2.1.2 Original Property Impound Forms shall be preserved in the Property and Evidence Division in accordance with the State of Arizona Records Retention Schedule.

3.2.2 All firearms shall be traced through the United States Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

3.2.2.1 MCSO staff shall ensure an ATF firearm trace has been completed and note the results if available from the ATF in TRAQ, or on the original Property Impound Form.

3.2.2.2 The original Property Impound Form shall be preserved in the Property and Evidence Division in accordance with the State of Arizona Records Retention Schedule.

3.2.3 All firearms shall be digitally photographed and cataloged in TRAQ.

3.2.3.1 TRAQ shall record confirmation/results of the NCIC check and ATF trace.

3.2.3.2 TRAQ will record the NIBIN database entry.

3.2.3.3 The information entered in TRAQ shall be periodically backed up and retained in accordance with the State of Arizona Records Retention Schedule.

3.2.4 All firearms will be processed for entry into the NIBIN database.

3.2.4.1 Firearms shall be test fired and entered into the NIBIN database by trained Sheriff's staff prior to being eligible for sale.

3.2.4.1.1 Firearms that appear in obvious poor condition shall be placed in destruction for disposal through the ATF guidelines.

3.2.4.1.1.1 A firearm deemed unsafe shall be designated as ineligible and destroyed.

3.2.4.1.2 The chain of custody for each firearm shall be recorded in TRAQ, or on the original Property Impound Form until the firearm is no longer in the custody of MCSO.

3.2.4.2 The bullet casing and projectile will be collected and recorded according to NIBIN protocol, for entry, later correlation, and examination if needed.

3.3 DISPOSITION OF INELIGIBLE FIREARMS:

Weapons determined by MCSO Firearms Unit to be useable for law enforcement may be lawfully diverted into the MCSO firearms inventory and will not be listed on any lots for sale contemplated by this Contract.

- 3.3.1 Weapons determined ineligible for sale or law enforcement use shall be destroyed in accordance with A.R.S. § 17-240.
- 3.3.2 Destroyed weapons will be recorded in TRAQ
- 3.3.3 The notation that a weapon was destroyed shall not be purged from TRAQ.
- 3.3.4 All other records of destroyed weapons shall be retained in accordance with the State of Arizona Records Retention Schedule.

3.4 TERMS OF SALE:

- 3.4.1 MCSO has identified an initial lot of one thousand (1,000) handguns and long guns detailed in Exhibit 6, Initial Lot.
- 3.4.2 Multiple lots of weapons shall be offered for sale to the qualified Buyer's list when they have been thoroughly processed by MCSO. All weapons shall be sold in lots containing up to one thousand (1,000) weapons.
- 3.4.3 The Initial Lot is offered in its entirety only and will not be broken into smaller lots for sale.
- 3.4.4 Freight terms are FOB MCSO Dock, Pre-Paid and Add. MCSO will package and palletize the sold weapons and make items ready for shipment or pickup by the successful Buyer.
- 3.4.5 All sales are for cash only. The successful bidder shall provide MCSO a certified check or money order in the amount totaling one half (1/2) of the successful bid within ten (10) business days of bid closing. The balance of the bid amount plus shipping cost (if applicable) shall be payable upon receipt of weapons from MCSO. Checks shall be mailed to MCSO Accounts Receivable 550 West Jackson Street, Phoenix, AZ 85003. Failure to comply with the payment requirements will result in forfeiture of award and removal from the qualified buyers list.

3.5 OFFER(S) FOR SALE:

With the exception of the initial lot of weapons being offered for sale in this Solicitation, the following procedure shall apply.

- 3.5.1 When such time that MCSO has processed, in its determination, an appropriate number of weapons to offer as a lot for sale, MCSO shall notify the Buyer's designated representative of the following:
 - 3.5.1.1 A description of the date and time for weapon inspections
 - 3.5.1.2 A roster of weapons assigned to the specific lot
 - 3.5.1.2.1 The roster shall contain the make, firearm category, caliber and serial number of the weapons.
 - 3.5.1.2.2 Photographs of the weapons shall not be included with the roster.
 - 3.5.1.3 A description of the date, time and location that the offer is to be made.

- 3.5.2 All bids shall remain sealed until after the designated date and time of the bid opening.
- 3.5.3 MCSO shall open the bids and make available to the public the all received bidders' names and bid amounts.
- 3.5.4 The winning bid shall be determined by highest total value offered for the specific lot of weapons.

3.6 BUYER REQUIREMENTS:

Only federally licensed firearms vendors in good standing with the ATF may participate in this solicitation and any subsequent offers for sale.

- 3.6.1 Buyers shall meet and maintain the following qualifications in order to be considered for award.

- 3.6.1.1 Buyers shall provide a copy of their current Federal Firearms License with their bid submittal.

- 3.6.1.2 Buyers are required to provide proof of good standing with the ATF for an unbroken ten (10) year period preceding the issue date of the solicitation.

- 3.6.1.2.1 A letter of good standing from the ATF, or ATF inspection reports and their findings will serve as proof of good standing; the letter must address the entire unbroken ten-year period, or all inspection reports and findings for the required period must be provided.

- 3.6.1.3 Buyers shall provide six separate letters of recommendation from law enforcement agencies each attesting to the vendor's excellent and professional customer service. Letters of Recommendation shall include names and contact information for contact by the Maricopa County Sheriff's Office.

- 3.6.1.4 Buyers shall demonstrate an electronic accounting process by which they shall track all sold weapons.

- 3.6.1.5 Buyers are required to provide the Sheriff's Office with the name and contact information of their designated point of contact.

- 3.6.1.5.1 Buyers are solely responsible for notifying the Property and Evidence Commander of any change in information submitted above and any change in their designated point of contact.

3.7 INSPECTION OF WEAPONS' RECORDS:

- 3.7.1 Upon demand, Buyer shall provide to MCSO access to all ATF reporting documentation for weapons sold under this solicitation. Electronic copies of the documentation may be accepted by MCSO. In the event of any inconsistency or non-compliance with ATF regulations, the Buyer shall be immediately removed from the Contract.

4.0 PROCUREMENT REQUIREMENTS:

4.1 INDEPENDENT CONTRACTOR:

- 4.1.1 Buyer's relationship to the County shall be as an independent contractor and not as an employee.

4.1.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

4.2 No persons supplied by Buyer in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Buyer shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County

4.3 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is responsible to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees. Failure to pass the background check shall result in the buyer being determined non-responsible and ineligible for award.

KING FIREARMS AND MORE, 505 NORTH GARDEN STREET, COLUMBIA, TN 38401

PRICING SHEET: NIGP CODE 68052

Terms:	NET 30
Vendor Number:	2011006202 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2018.