

INVITATION TO BID (ITB) NUMBER 170007268

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Administration
Division of General Services
PO Box 110210

-or-

333 Willoughby Ave.
Juneau, Alaska 99801-0210

THIS IS NOT AN ORDER

DATE ISSUED: December 1, 2016

RESPONSES DUE: 4:00 PM Alaska Time, on December 21, 2016

ITB TITLE: SURPLUS FIREARMS SALES

SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF GENERAL SERVICES AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 4:00 PM ALASKA TIME, ON DECEMBER 21, 2016 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

PICK UP LOCATION: DEPARTMENT OF PUBLIC SAFETY, ANCHORAGE, ALASKA


PICK UP DATE: WITHIN 14 DAYS OF BID AWARD

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder is requesting the Alaska Bidder Preference and has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized statement that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening, the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the bidder in default. Bids must be submitted under the name as appearing on the bidder's current Alaska business license in order to receive Alaska Bidder Preference.

		*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE? [] YES [] NO	
Shavonne Jordan	_____ COMPANY SUBMITTING BID		
Statewide Contracting Officer	_____ PRINTED NAME	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO	
PHONE: (907) 465-5682		*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY.	
TDD: (907) 465-2205	_____ AUTHORIZED SIGNATURE		
EMAIL: shavonne.jordan@alaska.gov		_____ E-MAIL ADDRESS	
_____ ALASKA BUSINESS LICENSE NUMBER	_____ ADDRESS		
_____ FEDERAL FIREARM LICENSE NUMBER	_____ DATE	_____ TELEPHONE NUMBER	
_____ FEDERAL TAX ID NUMBER			

1.0 INTENT OF CONTRACT:

CONTRACT INTENT: It is the intent of this ITB to provide the sale of surplus confiscated, forfeited, and unclaimed (CFU) firearms to qualified Federal Firearm Licensed (FFL) dealers. Sales to private parties or to Department of Public Safety employees will not be permitted.

Items to be sold are divided into lots of approximately 100 – 200 firearms, consisting of various makes, models, manufacturers, and calibers. The condition of all firearms has been identified ranging from poor, fair, good, very good and excellent. Lots may include a combination of firearms and accessories consisting of but not limited to: magazines, holsters, cases, air powered firearms, optics, and scopes. Lot(s) will be sold “AS IS, WHERE IS.” All sales are final. Lot contents are listed in the attached spreadsheet titled “**Attachment A: Firearm Sales Bid Schedule.**”

Bids will be ranked and awarded based on highest offer per lot. Bidders may bid on more than one lot. Only one bid per lot may be submitted. The submittal of multiple bids per single lot will cause the state to reject the bid as non-responsive.

Additional details pertaining to receipt, payment and transportation of awarded lot(s) may be found in Section 6 of this ITB document.

2.0 INSTRUCTIONS TO BIDDERS:

INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on an envelope in which you are requesting information or asking questions related to a bid. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time of the official bid opening.

Bidder's Return Address

Department of Administration
Division of General Services
P.O. Box 110210
Juneau, AK 99811-0120
-or-
333 Willoughby Ave. Suite 700
Juneau, AK 99801

ITB No.: _____

Opening Date: _____

ELECTRONIC BID SUBMISSION: Bids may be emailed to doa.dgs.info@alaska.gov no later than the date and time listed on page one of this document as the deadline for receipt of bids, and must contain the ITB number and name, in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format.

Note: the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at **(907) 465-3352** to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Faxed bid submissions are not permitted and will be rejected.

LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted must be in U.S. funds. Prices quoted in bids must be exclusive of federal, state, and local taxes.

BIDDER TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB.

CONTRACT AWARD: Bidders who receive a Notice of Intent to Award are instructed not to proceed until an official Contract Award is issued by the contracting officer. The Contract Award identifies the bidders name, FFL number, Lot(s) awarded, and instructions on how bidders are to take possession of awarded lot(s). This Contract Award will further identify the locations for payment and pick-up, and a list of bidder identification documents that must be presented at the time of payment and removal of awarded lot(s). Bidders may not take possession of firearms prior to Contract Award. Bidders who proceed prior to receiving the Contract Award from the contracting officer, will not be permitted to remove firearms until the Contract Award is received.

PREBID TELECONFERENCE: There will be a pre-bid teleconference on *December 12, 2016 at 1:30 PM Alaska Time*. The teleconference will be brief, and provide an overview of the contract sections and individual provisions. Participants should read the ITB to become familiar with the sections. Any technical questions will not be answered at this time. Bidders must submit their questions in writing. Questions received will be answered in an amendment. This will be a teleconference only, and potential bidders may participate by calling. To dial into the teleconference, please use 1-800-315-6338, access code #09593#.

3.0 REQUIRED LICENSES

FEDERAL FIREARM LICENSE: All bidders must have a valid Federal Firearms License (FFL) at the time of bid submission in order to be eligible to bid on firearms and accessories. A copy of the bidders FFL must be submitted with their bid documents. Bidders must be in full compliance with all State of Alaska and Federal licensing prior to award.

ALASKA BUSINESS LICENSE: Bidders must provide proof valid Alaska Business License at the time of bid submission in order to receive the Alaska Bidders Preferences described herein. Bidders, who are not claiming the Alaska Bidders Preference, are not required provide a copy of their Alaska Business License at the time of bid submission. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: license@alaska.gov

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

Bidders are not required to hold a valid Alaska Business License at the time bids are opened if the bidder possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,

- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

4.0 CONTRACT TERMS & CONDITIONS:

AUTHORITY: This ITB is written in accordance with AS 36.30 and 2 AAC 12.

COMPLIANCE: In the performance of a contract that results from this ITB, the bidder must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of thirty (30) days from the date of bid opening.

EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

DEFAULT: In case of default by the bidder, for any reason whatsoever, the State of Alaska may transfer award to another source and hold the bidder responsible for any resulting excess cost and may seek other remedies under law or equity.

DISPUTES: If a bidder has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

SEVERABILITY: If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

GOVERNING LAW; FORUM SELECTION: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

FEDERAL REGULATIONS: A contract resulting from this ITB must be in full compliance with all Federal firearms regulations and laws. For further details, bidders are directed to visit the ATF Bureau of Alcohol, Tobacco, Firearms and Explosives web site located at: <https://www.atf.gov>.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of General Services at one of the following numbers no later than 10 days prior to the deadline to make any necessary arrangements.

Telephone: (907) 465-3352
TDD: (907) 465-2205

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website:
<http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional bid. To be responsive, a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also, included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SERVICE CHARGES: The state will not be liable for any charges associated with the repair of broken equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon fifteen (15) calendar days written notice to the bidder.

ACCEPTANCE OF TERMS AND CONDITIONS: By submitting a bid, the bidder agrees that they have read, fully understand and accept the Terms and Conditions herein, and agree to pay for and remove the property by the dates and time specified.

DEFAULT: Default shall include: (1) failure to observe these terms and conditions; (2) Failure to make good and timely payment as required; or (3) failure to remove all assets within the time specified. Default may result in termination of the contract. If the awarded bidder fails in the performance of their obligations, the State reserves the right to reclaim and resell all items not removed by the specified removal date.

GUARANTEE WAIVER: All firearms and accessory items are offered "AS IS, WHERE IS." The State of Alaska, Departments of Administration and Public Safety, has made a good faith effort to identify the condition of each firearm and makes no warranty, guarantee or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The awarded bidder is not entitled to any payment for loss of profit or any other monetary damages – special, direct, indirect or consequential.

- Excellent – near new condition, used but little, no noticeable marring of wood or metal, bluing near perfect (except at muzzle or sharp edges);
- Very Good – Perfect conditions, no appreciable wear on working surfaces, no corrosion or pitting, only minor surface dents or scratches;
- Good – in safe working condition, minor wear on working surfaces, no broken parts, no corrosion or pitting that will interfere with proper functioning;
- Fair – in safe working condition, but well worn, perhaps requiring replacement of minor parts or adjustments, little or no rust, may have corrosion pits which do not render the article unsafe or inoperable;

- Poor –parts have been replaced or require replacement, restoration needed, metal deeply pitted or scratched, wood scratched, cracked or broken, may be mechanically inoperative.

METHOD OF AWARD: Award will be made by lot to the highest responsive and responsible bidder. There are eighteen (18) lots available. In order to be considered responsive for a chosen lot, bidders must bid on all items within a chosen lot.

Lots are identified in **Attachment A – Surplus Firearms Sales Bid Schedule**. Each lot identifies the location of the items, weapon type, manufacturer, model, caliber and good faith estimate of the condition of each item.

5.0 PREFERENCES:

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent (5%) will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2).

Alaska Bidder Preference Statement

Note: In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d).

Regarding the Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for this preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

6.0 PROPERTY REMOVAL AND PAYMENT:

IDENTIFICATION: At the time of payment, removal and transportation of firearms, awarded bidders will be required to show proof of all required documentation.

Required Documentation:

- Bid Award document,
- Valid form of ID that matches bid cover sheet signature,
- Federal Firearm License (FFL) that matches bid cover sheet signature,
- Copy of the Awarded Lot - Bid Schedule; and,
- Other necessary applicable licenses required by Alaska Statute or Federal law.

PAYMENT FOR FIREARMS: The Department of Administration, Property Management Office, shall be responsible for receiving and processing all revenue collected from the awarded bidder and handling all revenue collection compliance issues in a timely manner. Payment will be required from bidders prior to taking possession of lot(s) awarded.

Acceptable Methods of Payment are:

1. Credit Card
2. Cashier's Check
3. Money Order

REMOVAL APPOINTMENT AND VERIFICATION PROCESS: The awarded bidder will remove, secure and transport firearms from DPS Anchorage facility in the manner described herein. All pick up schedules are based on a first come, first serve basis for scheduling.

- Verification and removal of firearm lots must be made within 14 days of bid award. Purchases will only be released upon receipt of payment and proof of documentation as specified herein.
- Pick up of firearm lots must be scheduled with DPS with a minimum of 48 hours' advanced notice, Monday – Thursday, excluding State Holidays, between the hours of 8:00 a.m. and 2:00 p.m., with completion for the day by 2:00 p.m. Awardees may have to make several trips for pick-up based on the number of lots awarded.
- Awardees will have access to the firearms in a heated warehouse where the awardees vehicle can be pulled inside during the verification counts and loading.
- Firearms are in secure, wooden crates that may be used and kept by the awardee. Or, the awardee may elect to bring their own storage bins/crates.
- DPS will provide a forklift and operator for material handling within the warehouse and for loading purposes as the wooden crates cannot be moved with floor pallet jacks due to their weight. DPS will not permit the awardee to use State equipment, forklifts or material handling equipment.
- Each lot number will be verified by the number on the wooden crate by both DPS staff and the awardee.
- The bidder shall sign and date a firearm inventory listing verifying serial numbers for all firearms received from DPS at the time of pick-up. DPS will provide an inventory listing to the bidder at the time of pick-up. Firearms will not be released to the bidder until the inventory listing has been verified, signed, and dated onsite by both DPS and the bidder.
- DPS asks that awardees provide as much notice as possible if cancelling an appointment. This will help to facilitate the proper number of DPS employees at the site during the pick-up process.
- Failure to arrive at the appointed time may result in re-scheduling the pick-up at another date and time mutually agreed upon by both parties.

FIREARM PICK-UP AND TRANSPORTATION PROCESS:

- Awardees shall ensure that when they schedule the pick-up, they have enough man power to complete the verification counts during the scheduled appointment time allotted, and provide the physical removal of awarded lots in their entirety.

- Awardees are required to have a minimum of two (2) people to assist with verification of the counts. One person will read the serial number to verify each serial number and firearm type, and the second person will be the recorder to verify acceptance against the spreadsheet for their awarded lot(s).
- Each crate shall be opened in the presence of the awardee and a DPS Firearms Custodian (or designee), and a physical count of the firearms shall be conducted by the awardee. Contents shall be verified using the Excel Spreadsheet for each lot/crate.
- No firearms will be released to the awardee without verification of the count by both DPS staff and the awardee.
- Once the physical count is verified, both parties are required to sign off on the inventory count in each lot/crate. Once the firearms are re-stored in the crate or the awardees container, the count is considered complete, verified and accepted by the awardee (or their designee).
- If there is an error on the inventory sheet, the awardee and DPS staff will verify the discrepancy and document the findings in writing.
- If there is a shortage of what was listed on the inventory sheet, both parties will double check the count and verify the shortage in writing.
- If a firearm is not in the crate as listed, DPS will credit the awardee for the loss based on the estimated value established on the spreadsheet.
- Once the counts are verified, the awardee shall load the firearms into their vehicles for transportation. Once the awardee leaves DPS facility premises, the awardee takes sole possession of the firearms.
- Awardees must accept all firearms within the crate as part of the awarded lot. DPS will not accept any returned firearms the awardee rejects.
- Once the lot is accepted, the awardee is required to remove the firearms from DPS facility, on the date of acceptance. DPS is not in a position to allow the awardee extended storage at the DPS facility once the crate is accepted.

SECURITY: The bidder will secure and transport the firearms after they are released by DPS and received by the bidder, at which time the state relinquishes all responsibility for items. The bidder will be responsible for providing the necessary vehicles(s), equipment, storage devices, and personnel to facilitate the inventory verification, loading, and removal of the firearms. The bidder will be responsible for providing security over the firearms during the transport process. The State does not provide vehicles(s), equipment, storage devices, or personnel to facilitate the loading or transfer of the firearms. Under no circumstances will the State assume responsibility for removal, security or transportation of the firearms.

Note: DPS firearms available for bid are located in Anchorage, Alaska. The physical address for the location of the firearms will be provided to the awarded bidders.

PROPERTY DAMAGE: The awarded bidder shall reimburse the Seller/State for any damage to State of Alaska property resulting from the removal of property. The awarded bidder cannot perform maintenance on property purchased on State of Alaska property.

INDEMNIFICATION: The bidder shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the bidder under this agreement. The bidder shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the bidder and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Bidder” and “Contracting agency”, as used within this and the following article, include the employees, agents and other bidders who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the bidder and in approving or accepting the bidder’s work.

Note: Per Alaska Statute 18.65.340(e), the State of Alaska is not liable to any person, including the purchaser of a surplus firearm or part of a surplus firearm, for personal injuries or damage to property as a result of the sale of a firearm or a part of a firearm through public sale.

BID SCHEDULE

BID SCHEDULE: Bidders are required to complete the attached Bid Schedule spreadsheet in **Attachment A: Firearm Sales Bid Schedule**. This bid schedule reflects the contents and lot number of each available lot. Lot size and contents will vary. This attachment must be used by all bidders who wish to bid on any Surplus Firearm Lots. The spreadsheet is separated into individual tabs which represent the Lots available. Lots may be different from each other in volume, types, manufacturers, models, calibers and condition of firearms.

Bidders are required to review each designated lot and input required information at the bottom of the page. This information will autofill in to the summary information on the Bid Summary tab. The Bid Summary will reflect all lots, and bid amounts being placed by the bidder. The Bid Summary will be evaluated for lowest bid and awards will be made accordingly.