



INVITATION FOR BID

CITY OF SANTA ANA

IFB DATE:	<u>1-18-12</u>
BID NO:	<u>12-009</u>
BID DUE:	<u>1-30-12, 2:00 PM</u>

<i>PURCHASING DIVISION M-16</i> 20 CIVIC CENTER PLAZA, RM. 429 SANTA ANA, CALIFORNIA 92701
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BUYER: Eva Goods
714-647-6584

PAYMENT TERMS _____
DELIVERY _____ <small>(Calendar days after receipt of order)</small>

INSTRUCTIONS

1. Bid must be on this form.
2. Bid each item separately.
3. Read the instruction, terms and conditions.
4. Direct correspondence / inquiries to the Buyer.
5. Bid the lowest net price, F.O.B. destination, site emplaced.
6. Bids due at other than 5:00 pm will be opened at or immediately following the due time.

Note:
The successful bidder must comply with S.A.M.C. Chapter 21 regarding payment of Business License Tax.

REQUIREMENTS AND SPECIFICATIONS:

AMMUNITION

Provide and deliver Ammunition in accordance with the attached requirements and specifications. Delivery: F.O.B. Destination; Santa Ana, California 92701. **No separately stated freight or delivery charges will be considered.** *Payment terms and delivery date must be completed in upper right corner.*

Questions regarding this Invitation for Bid must be submitted in writing to the Buyer. Fax questions to 714-647-6944, attention Eva Goods or e-mail to Egoods@santa-ana.org. A written response will be provided.

CATEGORY A – PRACTICE AMMUNITION	SUBTOTAL	\$ _____
CATEGORY B – DUTY AMMUNITION	SUBTOTAL	\$ _____
CATEGORY C – LESS LETHAL MUNITION	SUBTOTAL	\$ _____
	CA SALES TAX – 7.75%	\$ _____
	GRAND TOTAL	\$ _____

TOTAL QUALITY SERVICE and CERTIFICATION OF NONDISCRIMINATION BY CONTRACTORS:
Complete and return forms in offer. Failure to comply with statements submitted may result in termination of the contract.

Only **SEALED BIDS** are acceptable. **DO NOT FAX.**

- "Time Certain": Bid must be received **ONLY** in the Purchasing Division Office, 4th floor, room 429 prior to BID DUE time. Bids are acceptable if mailed using the U.S. Postal Service or any courier. Any submittal using the night depository **WILL NOT BE ACCEPTED.**
- Unsigned bids and rubber-stamped signatures **MAY BE CONSIDERED NONRESPONSIVE.** All original bids **MUST BE SUBMITTED IN INK**, returned in the enclosed envelope, and contain no correction fluid, tape, or like application.

Council Action **BIDDER'S STATEMENT:** I have read, understand, and agree to the terms and conditions on all pages of this Invitation For Bid. Upon request, I will transfer and deliver goods to the City in accordance with said terms and conditions.

Taxpayer I.D.No.: _____

City Clerk

Complete Legal Name of Company Phone No. FAX No.

Business Address Street City/ State Zip Code

X

Signature of Authorized Agent – Title

Printed Name

BID INSTRUCTIONS

1. **ALTERNATIVES:** Any changes or alternatives must be set forth in a letter attached to this bid. The City has the option of accepting or rejecting any alternative bid. Brand names, if any, are given for quality control only. Bids on "equals" are encouraged, however, the bidder must give evidence of equal utility and quality.
2. **REJECTION:** The City reserves the right to reject any or all bids and to waive any informality in any bid.
3. **PERIOD OF ACCEPTANCE:** Unless otherwise stated, bids shall be subject to acceptance by the City for a period of ninety (90) calendar days following the opening of bids.
4. **SAMPLES:** When required, bidder shall furnish samples of items free of expense to the City, and if not destroyed by test may, upon request made at the time the sample is furnished, be returned at the bidder's expense.
5. **TAX:** The City is exempt from Federal Excise Tax. Bidder shall show as a separate item California State Sales and/or Use Tax.
6. **ALL OR NONE BIDS:** The City reserves the right to make an award based on partial items unless the bid submitted by the bidder is marked "ALL OR NONE."
7. **BONDS:** When deemed necessary by the City, Bid Bonds shall be furnished by all bidders in the amount of at least 10% of the bid, to guarantee that bidders will enter into contract to furnish goods at prices stated. Likewise, a Performance Bond shall be required of the successful bidder when stated in the Specification. (Cash deposit, Certified or Cashier's check or Money Order may be submitted in lieu of either Bond).
8. **TERMS OF PAYMENT:** Payment terms will be considered "NET 30 days" unless a cash discount is offered for earlier payment. Cash discounts may be considered in evaluating the bid price.
***Note: The City is unable to process discounts with terms for less than 20 days.**
9. **PROHIBITED INTEREST:** Bidder agrees it shall disclose to the City in writing any financial interest, direct or indirect, in Bidder's business or in this transaction held by any City Council member or any City officer or employee. City reserves the right to refuse any bid if City determines a conflict of interest exists. A conflict of interest may be determined to exist in any instance where the City officer or employee participates in or influences any decision-making process affecting a bid or contract in any way whatsoever.
10. **LOCAL VENDOR PREFERENCE:** For bid evaluation purposes, a 1% preference will be applied to all bids for taxable goods submitted by vendors located within the City limits of Santa Ana.

GENERAL TERMS AND CONDITIONS OF THIS BID AND ANY RESULTING CONTRACT

1. **PAYMENT:** Payment by City will be processed within thirty (30) days following receipt of proper invoice evidencing work performed and subject to City accounting procedures. No additional charge will be paid by the City unless expressly included and itemized herein.
2. **DELIVERY:** Time of delivery, as shown herein, must be adhered to. All goods shall be shipped F.O.B. destination designated by the City. Vendor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage. All transportation charges to be prepaid by Vendor.
3. **LATE DELIVERY ASSESSMENT:** The Vendor agrees to pay late-delivery assessment for any delay in delivery (except those beyond its reasonable control) beyond the date agreed to and shown in the purchase order or contract in an amount equal to the expenses incurred by the City due to the delay, including but not limited to expenses such as rental of like equipment to fulfill the need while awaiting late delivery, added cost of manpower or other resources, or other costs as can be shown to have resulted from delaying receipt of the ordered goods or services. The penalty will be deducted from the amount due to the Vendor under the purchase order or contract.

4. **INSPECTION:** City shall be under no obligation to unpack or inspect the products and/or service. The Vendor shall be responsible for the consequences of negligent manufacture and packing, and for the consequences of negligent handling prior to point where City assumes ownership. The expense of subsequent tests due to failure of goods first offered will be charged against the Vendor.
5. **GENERAL GUARANTEE:** The Vendor guarantees that a) Vendor owns all rights, title and interest in the products and services and has the legal authority to sell, license or otherwise transfer the right to use to the City; b) the products and services are free from defects in material and workmanship for a minimum period of one (1) year from the date of acceptance by the City, unless otherwise stated as part of the bid; and c) Vendor shall repair or replace all such defective goods F.O.B. destination
6. **NONDISCRIMINATION:** Vendor agrees that the "Certification of Nondiscrimination by Contractors" attached and executed by Vendor or on file with the City, is specifically made a part of the bid by this reference.
7. **INDEMNIFICATION:** The Vendor guarantees and agrees to indemnify, defend and hold harmless the City against any or all loss, liability damages, demands, claims or costs alleged by third parties arising out of Vendor's performance. This includes defective material and products, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, state or federal codes, ordinances, orders or statutes including, but not limited to, the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. This guarantee is in addition to and not intended as a limitation on any other warranty, expressed or implied.
8. **TERMINATION:** The City reserves the right to terminate the order or delay delivery or acceptance of any products and/or services ordered resulting from this bid without penalty upon thirty (30) days written notice to the Vendor.
9. **ASSIGNMENT:** Vendor may not assign, transfer, delegate, or subcontract any right, obligation, performance herein without the prior written consent of the City's Purchasing Manager and any such assignment, transfer, delegation or subcontract without the Purchasing Manager's prior written consent shall be considered null and void.
10. **DEFAULT:** In case of default by the Vendor of any of the conditions of this bid or contract resulting from this bid, the Vendor agrees that the City may procure the articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or surety, or may invoice the Vendor for excess costs so paid plus reasonable administrative costs. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.
11. **LAW AND JURISDICTION:** The validity, performance and construction of this order shall be governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
12. **ADDITIONAL TERMS:** No additional term specified in the bid shall be part of the contract unless affirmatively accepted by the City in writing.

TOTAL QUALITY SERVICE

The City of Santa Ana is committed to the principles of Total Quality Service (TQS) in serving its customers. All aspects of the City's service are affected including our commitment to making **on time payment** for material and services received.

Since vendors, who provide services and/or material to the City are indirectly serving the same customers, it is important for the City to expect vendors to share the same commitment to quality including **price, delivery and product quality, as well as timely response and service quality.**

Therefore, prepare a statement of your "quality commitment" to accompany your bid. The statement should address the following five items in regard to services and/or material provided to the City for your quoted price:

1. **ON-TIME DELIVERY:** a commitment to delivering material & services on or before the promised time.
2. **TIMELY RESPONSE:** a commitment to consistent timely response to all service requests.
3. **QUALITY AS SPECIFIED:** a commitment to provide products and/or service meeting or exceeding the specification at your **quoted price.**
4. **QUALITY CONTROL:** a commitment to use methods or procedures to assure quality control of service, material and invoicing.
5. **CUSTOMER SATISFACTION:** a commitment to resolve customer concerns regarding the quality of service or material supplied.

The quality statement should be included with your bid. **It is required as a prerequisite to making your bid responsive and therefore must be submitted before your bid is evaluated.** To the extent that your statement enhance the quality of service or material provided to the City, your statement will be incorporated in the terms and conditions of the contract.

Please Complete This Self-Rating of Delivery (complete) Performance:					
Circle One:	on time	←—————→			late
Previous Orders:	5	4	3	2	1
Service Response Performance:	5	4	3	2	1
Order for items on this bid:	5	4	3	2	1

Write your statement below or on an enclosed separate sheet.

Signed: _____

Date: _____

CERTIFICATION OF NONDISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City Of Santa-Ana, the Firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

WE AGREE SPECIFICALLY:

1. To take affirmative steps to hire minority employees within the company.
2. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
3. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those servicing minority communities, and to the minority communities at large.

FIRM _____

TITLE OF PERSON SIGNING _____

SIGNATURE _____ **DATE** _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

IFB 12-009 AMMUNITION

ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

The City reserves the right to reject any and all bids and to waive any informality in any bid.

Awards may be made in the form of a single contract to one supplier or in the form of multiple contracts to several suppliers. Should the award be made in the form of multiple contracts, bidders MUST bid ALL items in any given category to be considered responsive in that category. Bidders not willing to be considered for a partial award must indicate "ALL OR NONE" on their submittal.

Quantities listed on this request are estimated usage. The City may, at its sole discretion, purchase any quantity of items as set forth in this agreement during the term specified herein.

All ammunition must be new: no reloads. Based upon the proven quality and reliability of the manufactures and previous testing and field use, **no substitutions shall be accepted for ammunition in Categories B and C.** Bidders offering a brand or type of ammunition other than those listed in Category A must provide **with their bid** complete test results showing their ammunition meets or exceeds the specifications and performance standards of those specified and, upon request, provide a minimum of 100 rounds of ammunition for testing at no charge to the City. Test results and test ammunition will become the property of the City and will not be returned to the bidder. Failure to provide the requested test results and/or ammunition will result in the bidder being considered non-responsive.

The City of Santa Ana firmly believes in the concept of "Total Quality Service". Failure to comply with the "Quality Commitment" statement submitted with the bid or with any of the requirements of this bid may result in termination of the contract.

CATEGORY A – PRACTICE AMMUNITION

PRACTICE AMMUNITION

Alternates of equal quality may be bid for items of Practice ammunition.

	<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE PER M</u>	<u>EXTENDED PRICE</u>
1.	<u>178,000</u>	.40 CAL. 180 GR. WINCHESTER WINCLEAN UNLEADED PISTOL AMMUNITION 500 ROUNDS PER CASE. WC402	_____	_____
2.	<u>18,000</u>	.45 CAL 230 GRAIN TMJ SPEER, LAWMAN CLEAN-FIRE, AMMUNITION, 1000 ROUNDS PER CASE.	_____	_____
3.	<u>79,500</u>	.223 CAL, 55 GRAIN, WINCHESTER, USA FMJ, BALL RIFLE AMMUNITION, 1000 ROUNDS PER CASE. Q3131	_____	_____
4.	<u>1500</u>	12 GA., 2 3/4", WINCHESTER #71/2, 11/8 OZ., 3 DRAM EQUIV. HEAVY TARGET, 250 ROUNDS PER CASE. AAM127 1/2	_____	_____
5.	<u>1,000</u>	.380, 95 GRAIN FEDERAL AMERICAN FMJ 1000 ROUNDS PER CASE.	_____	_____
6.	<u>2,000</u>	9MM LUGER, FEDERAL AMERICAN EAGLE, 115 GRAIN, FMJ 1000 ROUNDS PER CASE.	_____	_____
		SUB-TOTAL	_____	_____
		7.75% SALES TAX	_____	_____
		TOTAL	_____	_____

Company Name _____

Email address _____

CATEGORY B – DUTY AMMUNITION – NO SUBSTITUTIONS

DUTY AMMUNITION

Items specified as "Duty Ammunition" must be bid as specified. **No substitutions are authorized.**

	<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE PER M</u>	<u>EXTENDED PRICE</u>
1.	<u>40,000</u>	.40 CAL, 180 GRAIN, WINCHESTER RANGER T-SERIES, PISTOL AMMUNITION 500 ROUNDS PER CASE, RA40T	_____	_____
2.	<u>5,000</u>	.45 CAL, 230 GRAIN, WINCHESTER RANGER, T-SERIES, 500 ROUNDS PER CASE, RA45T	_____	_____
3.	<u>5,000</u>	.223 CAL. 69 GRAIN, FEDERAL GOLD MEDAL, SIERRA MATCHKING BTHP, RIFLE AMMUNITION 500 ROUNDS PER CASE. M223M	_____	_____
4.	<u>6,500</u>	.223 REM FEDERAL AMERICAN EAGLE 55 GR. FMJ BOAT TAIL, 500 ROUNDS PER CASE. AE223	_____	_____
5.	<u>1,000</u>	.12 GA., 2 3/4", WINCHESTER 00 BUCK (9 pellets), SHOTGUN AMMUNITION, 250 ROUNDS PER CASE. XB120025	_____	_____
		SUB-TOTAL	_____	_____
		7. 75% SALES TAX	_____	_____
		TOTAL	_____	_____

Company Name _____

Email address _____

CATEGORY C – LESS LETHAL MUNITIONS – NO SUBSTITUIONS

LESS LETHAL MUNITIONS

Items specified as "Less Lethal Munitions" must be bid as specified. No substitutions are authorized.

	<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE PER M</u>	<u>EXTENDED PRICE</u>
1.	<u>4,000</u>	SIMUNITION FX MARKING 9MM BLUE PRODUCT # 5303700	_____	_____
2.	<u>7,000</u>	SIMUNITION 5.56 (.223 CAL.) ANY COLOR BUT PINK	_____	_____
			SUB-TOTAL	_____
			7.75 % SALES TAX	_____
			TOTAL	_____

Company Name _____

Email address _____

BID NUMBER:
12-009

BID DUE: (E)
1-30-12 2:00 PM

“NO BID” NOTIFICATION

If you do not intend to submit a bid at this time, please complete and return this page according to the instructions provided in the Invitation For Bid.

- We do not offer this commodity / service.
- Other commitments preclude our participation at this time.
- The scope of work is beyond our current capacity.
- Bid requirement too small for our company.
- Cannot meet delivery / completion requirements.
- Prior experience with City of Santa Ana contracts was unprofitable or otherwise unsatisfactory. (Please explain in additional comments section)
- Unable to bid competitively.
- Bonding / Insurance requirements are prohibitive. (Please explain in additional comments section)
- Insufficient time allowed to prepare and respond to bid request.
- The specifications are either unclear or too restrictive. (Please explain in additional comments section)
- Profit margin on municipal bids too low.
- Remove our name from the City’s List of Bidders for this commodity.

Additional comments: _____

Company Name _____

Mailing Address _____

Authorized Name & Title _____
Please print and sign name

Phone Number _____ **Fax Number** _____

E-mail Address _____



INVITATION FOR BID CITY OF SANTA ANA

If you did not receive a pre-printed return envelope with this Invitation For Bid, cut out and securely affix the address label provided below to your bid response envelope to ensure your bid is correctly routed and received on time.

IMPORTANT:

1. The label must be attached with clear tape on the sides and top ONLY.
2. The label must be attached at least $\frac{3}{4}$ " from the bottom of the envelope.
3. Use a standard business size #10 envelope.

IFB DATE: 1-18-12
BID NO: 12-009
BID DUE: 1-30-12, 2:00PM
SEALED BID 12-009

PURCHASING DIVISION M-16
CITY OF SANTA ANA
20 CIVIC CENTER PLAZA RM 429
SANTA ANA, CA 92701-4058

