

CITY OF ELK GROVE



Request for Proposals

For

Gun Ammunition

**Office of the City Clerk
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758**

Proposals Due by 12:00 PM, January 7, 2011

Introduction:

The City of Elk Grove is accepting proposals from qualified providers for Gun Ammunition in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One signed original and two (2) copies of the proposals must be submitted to the City Clerk by 12:00 PM on January 7, 2011. Proposal shall be submitted in a sealed envelope clearly marked, "**Proposal for the Sale of Gun Ammunition**" and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8401 Laguna Palms Way
Elk Grove, CA 95758**

Questions regarding this RFP are to be directed by e-mail to: Nicole York-Johnson, njohnson@elkgrovepd.org. Such contact shall be for clarification purposes only. All questions must be received by the City no later than January 5, 2011. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum and posted to the web site. Addendums and answers to submitted questions will be available via the City of Elk Grove Web site by clicking "View" under View Details/Documents for the Bid announcement.

Proposals shall not be accepted by fax or electronically.

Late Proposals:

Proposals arriving after the specified date and time shall not be considered, nor will late proposals be opened. Each provider assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn by a written request signed by the provider and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, providers are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City of Elk Grove reserves the right to accept any proposal, to reject any and all proposals if said rejection is deemed in the best interest of the City, to call for new proposals, and to award the contract to other than the lowest proposal if deemed "proposal most advantageous to the City".

Proposal Evaluation and Award:

Evaluation will be made on the basis of the criteria noted in Attachment B, Evaluation and Selection Criteria. Award shall be made to the responsible provider whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and adherence to the included specifications. The City will enter into an agreement with the successful provider for the specified products, services, and deliverables. All providers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding provider.

Validity of Pricing:

No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City.

Use of Other Governmental Contracts:

The City reserves the right to reject any part or all of any proposal received and utilize other available governmental contracts, if such action is in its best interest.

Qualification/Inspection:

Proposals will only be considered from firms normally engaged in providing the types of products and services specified herein. The City reserves the right to inspect the Provider's facilities, products, personnel, and organization at any time, or to take any other action necessary to determine Provider's

ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding providers and/or to award a contract without conducting interviews.

Acceptance and Conditions

The products and services supplied in response to the RFP award shall remain the property of the Provider until a physical inspection is made and the products and services are accepted to the satisfaction of the City. The products and services must comply fully with the terms of the RFP, be of the required quality and new unless specified by the City. Any substitutes of products or services not meeting specifications shall be rejected, and returned if applicable, at the Provider's expense. Payment shall be made only after receipt and acceptance of products or services by the City.

Other Governmental Entities:

If the Provider is awarded a contract as a result of this RFP, the provider will, if the provider has sufficient capacity or quantities available, provide to other governmental agencies, so requesting the products or services awarded in accordance with the terms and conditions of the RFP.

Payment Terms:

Payment on non-disputed invoices will be paid net 45 from date of receipt of invoice. In submitting proposals under these specifications, providers' should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

Performance:

It is the intention of the City to acquire products or services as specified herein from a Provider that will give prompt and convenient shipment and service. Any such contract will be non-exclusive, and the City reserves the right to seek products or services from other sources, in the City's sole discretion.

Terms of Agreement:

The City is seeking a three year agreement commencing upon contract execution. At the end of each contract year, City may, at its sole discretion, increase Seller's fixed fee and price schedule to account for some modest adjustment based on a mutually agreeable Consumer Price Index (CPI). Any price adjustment shall be approved in writing and signed by the City manager before any price adjustment is valid. At no time shall any increase exceed 5% per year.

Change Orders:

If, in the course of the Agreement, Provider or the City proposes changes to the Project, and informal consultation with the other party indicates that a change in the terms and conditions of the Agreement may be warranted, Provider or the City may request a change in the Agreement. The parties to the Agreement will meet to discuss and negotiate the required change order documents. Upon completion of those negotiations, the negotiated change order documents will be submitted to the City for approval. Upon approval by the City, an "Order to Proceed" with the approved changes will be submitted to Provider. Any Amendment to this Agreement will not render ineffective or invalidate any unaffected portions of this Agreement.

(See next page for Guidelines for Proposal)

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral, comb or three ring binder). Tabbed dividers should separate and identify the response items described below.

One signed original and two (2) copies of the proposals should be submitted to the City by 12:00 PM on January 7, 2011. Proposal shall be submitted in a sealed envelope clearly marked Proposal for the Sale of Gun Ammunition and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8401 Laguna Palms Way
Elk Grove, CA 95758**

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory letter should be addressed to:

Nicole York-Johnson
City of Elk Grove
Elk Grove Police Department
8380 Laguna Palms Way, Suite 100
Elk Grove, CA 95758

The letter should state the prime provider and include the provider's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the provider's understanding of the project based on this RFP and any other information the provider has gathered. Include a statement discussing the provider's interest and qualifications for this type of work. A principal of the provider authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The provider shall insert a comprehensive table of contents denoting sections three through seven of the proposal as indicated below.

3. Qualifications and Experience

The provider shall describe their capability for actually stocking and delivering the quantities and types of ammunition as described in Attachment A of this RFP. Provider shall list all certifications and other documents that support an expertise in ammunition sales. Provider shall list any references including names and current phone numbers of those who can speak to the quality and performance of their service. References will be contacted as part of the selection process.

4. Work Plan

The work plan should state the provider's ability to meet the ammunition needs of a police department. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read, addressing and satisfying the objectives and specifications as listed in the Scope of Work in this RFP.

5. Conflict of Interest Statement

The provider shall disclose any activities or relationships of the provider that might create a conflict of interest for the provider or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and other informational material in support of the provider's qualifications.

7. Pricing

This section should include the price of the items described in the Scope of Work. Providers are required to provide line item descriptions and pricing, and applicable sales tax pursuant to Attachment "A". No cost increases shall be passed onto the City after the proposal has been submitted. Tax is to be listed as a separate line item.

8. Master Agreement for the Sale of Goods

Attached to the RFP (Attachment C) is a copy of the City of Elk Grove's standard Contract for the Sale of Goods. Please review this document carefully and note in your proposal any exceptions or alterations to the contract. Alterations or changes to the contract which were not in the provider's response will not be made after the selection of the provider. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis.

In performance of this contract, the City will utilize a Master Agreement with associated task orders.

(See next page for Scope of Work)

SCOPE OF WORK

Background:

In July of 2006, the City of Elk Grove formed its own police department (“EGPD”) and now has about 127 sworn officers on staff. The EGPD has utilized various gun ammunition providers since inception. However, the EGPD is now seeking a singular supplier that can provide continuity in service and delivery, along with proven experience and excellent customer service.

Specifications:

Gun Ammunition

Provider shall be required to deliver the following types of ammunition on an as needed basis and in a timely manner:

- .38 caliber / Ball / 125gr
- .45 caliber / Ball / 230gr
- .40 caliber / Ball / 180gr
- .223 caliber / Ball / 55gr
- .357 caliber / Ball / 125gr
- .380 caliber / Ball / 95gr
- 9mm caliber / Ball / 115gr

Time of Performance

All ammunition orders placed by the EGPD shall be delivered within 30 calendar days from the date of EGPD's task order.

Pricing

Pricing shall be as set forth in Attachment A.

Billing

Vendor shall submit a monthly invoice that includes:

- Description of ammunition
- Quantity ordered
- Quantity delivered
- Unit price and extended price
- Date ordered by EGPD
- Date received by EGPD
- Name of EGPD person placing the order

ATTACHMENTS

Attachment A: Pricing

Ammunition Non Brand Specific:

Type of Ammunition (Practice Rounds)	Estimate Annual Usage	Enter Your Price
.38 caliber / Ball / 125gr	3,000 rounds annually	\$_____ per case of _____
.45 caliber / Ball / 230gr	30,000 rounds annually	\$_____ per case of _____
.40 caliber / Ball / 180gr	40,000 rounds annually	\$_____ per case of _____
.223 caliber / Ball / 55gr	80,000 rounds annually	\$_____ per case of _____
.380 caliber / Ball / 95gr	500 rounds annually	\$_____ per case of _____
9mm caliber / Ball /115gr	10,000 annually	\$_____ per case of _____
.357 caliber / Ball / 125gr		\$_____ per case of _____
		Rate of Sales Tax_____

Provider agrees to adhere to the pricing listed in this Exhibit. This price shall remain in effect for a period of no less than the full term of the Contract unless adjusted pursuant to the terms of the Contract.

Attachment B: Evaluation and Selection Criteria

Evaluation Criteria

Proposals will be evaluated using five (5) categories listed below. The evaluation criteria for the award of the contract will be weighted as follows. A score of one (1) through ten (10) will be assessed in each category, and then weighted according to the percentage assigned to each category. The following represent the principal selection criteria which will be considered during the evaluation process:

Experience: The vendor's experience in providing ammunition to agencies or high use consumers (20%)

References: The satisfaction with and opinion of the vendor's customer service and product delivery based on the client and professional references provided. (15%)

Pricing: Evaluation of the proposed pricing structure as outlined in Attachment A. (50%)

Proper Submission of Proposal: Adherence to all specifications and requirements. (5%)

Comprehensiveness of Proposal: Overall capabilities of the provider to meet the ammunition and service needs of the Police Department as described in this RFP. (10%)

Sample Evaluation Criteria

VENDOR: _____

#	CRITERIA	RATING (1-10)	MULTIPLIER	SCORE
1.	Experience		20%	
2.	References		15%	
3.	Pricing		50%	
4.	Proper Submission of Proposal		5%	
5.	Comprehensiveness of Services Provided		10%	
TOTAL WEIGHTED SCORE:				

Unweighted Scoring Range: Excellent = 10 Unsatisfactory = 0

Attachment C: Sample Agreement for the Sale of Goods