



C o u n t y o f S a n L u i s O b i s p o

General Services Agency

Janette D. Pell, General Services Agency Director

Helen McCann, Department Administrator

INVITATION TO BID #3468-09 PRACTICE AMMUNITION

July 17, 2009

The County of San Luis Obispo is currently soliciting bids for Practice Ammunition per the specification(s) attached.

Any and all exceptions must be clearly stated in the bid. The County of San Luis Obispo reserves the right to reject any or all bids and to waive any informalities.

Award may be on an overall or individual item basis. Bid on any or all items.

This Invitation to Bid consists of a total of **nine (9) pages**. **NO FAXED** Bids will be accepted.

Please submit **one (1) copy** of your bid on the attached form. They must be received in the office of the General Services Agency no later than **3:00 pm on August 4, 2009**.

Any and all comments and suggestions are sincerely encouraged prior to the bid opening. Please call Barbara Adams at (805) 781-5906.

BARBARA ADAMS
Buyer – General Services Agency
beadams@co.slo.ca.us

TO: ALL PROSPECTIVE BIDDERS
SUBJECT: LOCAL BIDDERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal bids for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law requires be awarded to the lowest responsible bidder.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate bids considering the local vendor preference described above. The burden of proof will lie with bidders relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective bidders are encouraged to quote the lowest prices at which you can furnish the items or services listed in County bids.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

TO: ALL PROSPECTIVE BIDDERS**SUBJECT: POLICY ON PURCHASING PRODUCTS MADE WITH OR CONTAINING
CHLOROFLUOROCARBONS (CFC's)**Summary

Many products contain chlorofluorocarbons (CFC's), a known depleter of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances That Deplete the Ozone Layer, CFC production for use in industrialized nations is to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. The Department of General Services, purchasing staff must identify products made with or containing CFC's and purchase alternative products whenever practical and possible.

Policy

To this end, it shall be the policy of the County of San Luis Obispo that all bidders, who wish to do business with the County are required to identify all products that contain CFC's or use CFC's in the manufacturing or shipping processes. Bidders are required to identify alternative products that do not use CFC's, for possible purchase by the County.

Bidder Response

	YES	NO
Do any products offered herein contain CFC's or use CFC's in the manufacturing or shipping process?		
If yes, please offer an alternative product by copying bid forms and submitting an alternate bid. Will you offer an alternate?		
Please provide any other information that may be helpful to the County. Attachments are acceptable.		

Bidder: _____

GENERAL CONDITIONS AND INSTRUCTIONS

1. All bids submitted by Seller to Purchaser should be submitted upon the attached bidder's form, completed and signed, (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature) in accordance with the instructions contained herein.
2. The issuance of this bid request creates no obligation on the part of the County and the County reserves the unconditional right at its option to either reject all bids or waive any irregularities or informalities therein. Each bid shall be in a separate sealed envelope with the bid number, name of bidder, title of the bid, date and time due showing on the outside of the envelope.
3. All prices must be firm for 45 days from the date of the bid opening and be inclusive. Upon award, prices will be in effect for the term of the contract.
4. Prompt payment discounts of 10 days or longer will only be considered when comparing bids, however, if you offer any prompt payment discounts, please indicate this on your bid.
5. Awards will be made to realize the greatest savings to the County.
6. Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.
7. All materials included in the contract shall be in compliance with all Federal and State OSHA laws.
8. All applicable City, State, and Federal taxes and fees are to be included in the proposal.
9. The only terms that will be honored are those terms included in general and special conditions and instructions, purchase order or other documents issued by the County.
10. In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.
11. Only one bid will be accepted per vendor.
12. Bidders may withdraw their bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw their bid after the time set for the opening.
13. All time limits stated are of the essence. Any bids received after closing time stipulated will be returned unopened.

14. All bids must be submitted in a manner so they can be readily hole punched and placed in a standard legal size file folder.
15. The County may make partial payments after a substantial portion of the merchandise has been delivered. On all items, a 10% retention will be withheld until all merchandise has been accepted.
16. Brand names are used to establish a level of quality only. Any alternates must be approved five (5) days prior to the bid opening date, by the Buyer, who will have the sole right to make the determination. If an alternate is submitted without going through the above- described process, the County will have the sole right to decide whether or not an alternate is acceptable.
17. Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and that it will comply with the "Contractor's Agreements" provisions of Presidential Executive Order No. 11246.
18. **NO FAXED** Bids will be accepted.
19. Return bid by August 4, 2009 at 3:00 p.m. to:

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES
BARBARA ADAMS, BUYER
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CALIFORNIA 93408

SPECIFICATIONS

1. **SCOPE:** The purpose of this solicitation is to procure the described practice ammunition for the County of San Luis Obispo Sheriff-Coroner Department.
2. **F.O.B. DESTINATION:** Quotations are to be **F.O.B. Destination** and shall include delivery to the following location: **County of San Luis Obispo Sheriff-Coroner, Jail Facility, Attn: Business Office, 1585 Kansas Avenue, San Luis Obispo, CA 93401.**
3. **CONDITION:** All ammunition shall be new and unused of the latest model year and shall be supplied as described in manufacturer's published descriptions, owner's manuals and other literature for said ammunition.
4. **AWARD:** Award(s) will be made to realize the greatest savings to the County. **The County may award on an overall basis to one bidder or split the award among bidders to realize the greatest savings to the County. Award may be on an individual item basis. Bid on any or all items. Time is of the essence.** Therefore, award will be made on the basis of price, **delivery time** and product acceptance, along with other factors (See also General Bidders Conditions and Instructions No. 5). County may accept or reject the bid items at its discretion. County may also reject the bid of any party who has been delinquent or unfaithful in any former contract with the County.
5. **LITERATURE:** On request, bidders shall submit literature, which fully describes items on which they are bidding. Any and all literature submitted must be stamped with Bidder's name and address.
6. **CODES/REGULATIONS/REQUIREMENTS:** All ammunition shall comply with the applicable State and Federal Codes, Regulations and Requirements.
7. **DELIVERIES (HANDLING):** Due care shall be exercised in packing, handling, and shipping to assure arrival of material at its final destination(s) in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Contractor.
8. **REJECTIONS OF DELIVERIES:** Materials must meet specifications. Rejected deliveries shall be removed by the Contractor within three (3) calendar days from notification at his/her expense. The County will not be responsible, nor pay for rejected products or their transportation.
9. **TERMINATION:** Due cause for termination by the County shall be, but not limited to, failure to deliver within a reasonable time period, failure of the product(s) to meet specifications and/or reasons of unsatisfactory service.

10. **COUNTY MAY NEGOTIATE FOR ADDITIONAL ITEMS/SERVICES:** Items in quotation schedule make up the bulk of required items and/or services. It is anticipated that additional items and/or services may be required. The County therefore reserves the right to negotiate items and/or services with Contractor(s).
11. **STATE OF CALIFORNIA CONTRACT:** The County reserves the right to consider any State of California Ammunition contracts as a bid and award this bid accordingly.

Item	Qty	Unit	Description	Unit Price	Extended Price
1	40,000	Rounds	PMC 223A / PMC .223 55 Grain No Substitute		
2	26,000	Rounds	Q4170 45 Winchester 230 Grain No Substitute		
3	21,000	Rounds	Q4172 9mm Winchester 115 Grain No Substitute		
4	15,000	Rounds	Q4238 40 S&W Winchester 180 Grain No Substitute		
Subtotal					
8.25% CA. Sales Tax					
TOTAL					

Bidder: _____

The undersigned agrees to:

Deliver F.O.B. products as listed, and in accordance with Bid Specifications. All products to be new and unused of the latest model year.

TERMS OF SALE _____

DATE OF DELIVERY _____ **GRAND TOTAL:** _____

Authorized Official Name (Print) _____

Authorized Official Title (Print) _____

Signature _____

Firm Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ FAX _____

Federal Taxpayer ID# _____

☐ Individual/Sole Proprietor

☐ Corporation

☐ Partnership

☐ Other

**BIDS MUST BE RECEIVED BY 3:00 P.M. August 4, 2009 AND
WILL BE OPENED IN THE OFFICE OF GENERAL SERVICES
Bid #3468-09**