

INVITATION TO BID
ITB # 4343

Police Department Ammunition Supply



Due Date: August 15, 2014

By 10:00 AM

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

TABLE OF CONTENTS

<u>Section</u>	<u>Pages</u>
Table of Contents.....	1
Advertisement.....	2
Invitation To Bid.....	3
Instructions to Bidders.....	5
Scope of Work.....	9
 Attachment A – Contract Compliance Forms Attachment B- Conflict of Interest Form Appendix A-Purchasing Terms and Conditions	

ADVERTISEMENT TO BID
CITY OF ANN ARBOR
POLICE DEPARTMENT AMMUNITION INVENTORY
ITB # 4343

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, , Guy Larcom City Hall, on or before August 15, 2014 by 10:00 AM for various quantity and caliber ammunition. Bids will be publicly opened and read aloud at this time.

Bid documents, specifications and addendum shall be downloaded by bidders at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.A2gov.org. It is the bidder's responsibility to verify they have obtained all information before submitting a bid.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Precondition for doing business with the City of Ann Arbor would be complying with applicable living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Bid documents.

After the time of opening, no Bid may be withdrawn for a period of 120 days.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information may be obtained from the Ann Arbor Procurement Office,
(734) 794-6500

CITY OF ANN ARBOR PROCUREMENT UNIT

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and **Addenda numbered _____**, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the

necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 201__.

Bidder's Name

Official Address

Telephone Number

Authorized Signature of Bidder

(Print Name of Signer Above)

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the scope of work and must be completed fully in accordance with the bid documents. All work to be done under this Contract is located in or near the City of Ann Arbor. Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participate in any action contrary to the terms of this provision.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB. All questions shall be due on or before August 11, 2014 by 3:00pm and should be addressed as follows:

Specification/Scope of Work questions emailed to edreslinski@a2gov.org
Bid Process and HR Compliance questions emailed to mberryman@a2gov.org

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

In order to avoid any miscommunications, each Bidder must in its Bid acknowledge all addenda which it has received. The failure of a Bidder to receive, or acknowledge receipt; of any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before August 15, 2014 by 10am. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and three (3) Bid copies in a sealed envelope clearly marked: **ITB #4343-Ann Arbor Police Department Ammunition Supply.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit
C/O Customer Service 1st Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately after bid submission deadline. No immediate decisions are rendered.

Hand delivered bids will be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 3:00 p.m. Monday through Friday. The City will not be liable to any Bidder for any wrongfully labeled bid, unforeseen circumstances, delivery, or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The City intends to award a contract to the lowest responsible Bidder. The acceptability of major subcontractors will be considered in determining if a Bidder is responsible.

The City may utilize alternative offered in the Bid Forms, if any, to determine the lowest responsible Bidder. For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the Bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Official Documents

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 120 days specified in the Advertisement.

Disclosures

All information in a bidder's bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

SCOPE OF WORK

Ammunition - SECTION A

Below, the City of Ann Arbor is requesting quotations for our ammunition requirements for the next twelve (12) to twenty four (24) months. Purchases will be Ann Arbor Police Department Ammunition specifically designated below, all must be factory loads unless otherwise noted as acceptable to be reloads:

<u>SPECIFICATIONS:</u>	<u>QUANTITY</u>	<u>PRICE PER 1000</u>
Speer Gold Dot .40 180grain	18,000	_____
Speer Gold Dot 9mm 147 grain	2,000	_____
Speer Gold Dot .380 95 grain	2,000	_____
Speer Gold Dot .38+P 135 grain	3,000	_____
Federal Classic .357 158 grain Jacketed soft point	4,000	_____
Federal bonded .223 bonded (LE223T3) 62 grain	2,500	_____
.223 FMJ or TMJ 62 grain (training ammo)	35,000	_____
Match grade wad cutter .38 148 grain	2,000	_____
Match grade semi-wad cutter .45 185 grain	4,500	_____

The following maybe reload based on quality:

		<u>PRICE PER 1000</u>
.40 180grain FMJ or TMJ (training ammo)	100,000	_____
.380 95 grain TMJ (training ammo)	3,000	_____
9mm 147 grain FMJ or TMJ (training ammo)	4,000	_____
.38 158 grain FMJ or TMJ (training ammo)	4,000	_____
.45 185 grain semi-wad cutter training ammo	5,000	_____
.38 148 grain wad cutter (training ammo)	2000	_____
9mm 121 grain wad or semi-wad cutter	2,000	_____

QUANTITIES: The quantities shown are for estimating purposes only. No guarantee of minimum quantities is offered in this solicitation.

DELIVERY: The successful bidder shall guarantee delivery within 60 days of acceptance.

_____ Yes, we can

_____ No, we cannot meet the above delivery schedule, but we offer the following: _____

NOTE: The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule.

NOTE: The City of Ann Arbor reserves the right to reject low bids for poor past performance.

DELIVERY LOCATION: All material as specified will be delivered F.O.B. Destination, freight prepaid to the following location:

CITY OF ANN ARBOR
POLICE DEPARTMENT-FIREARMS UNIT
JUSTICE CENTER
.301 E. HURON ST.
ANN ARBOR, MI 48104

SHIPPING LOCATION:

Address _____

City, State, Zip

Contact Person _____

Telephone Number _____

NOTE: The City of Ann Arbor reserves the right to reject low bids which offer an unsatisfactory shipping location.

ATTACHMENT A
City of Ann Arbor Procurement Office
INSTRUCTIONS FOR CONTRACTORS
For Completing Contract Compliance Form

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
 - **Form #1** should contain the employment data for the **entire corporation.**
 - **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

For assistance in completing the form, contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

**ATTACHMENT A
CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

Attachment B



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

 Signature of Vendor Authorized Representative Date Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
 No, named employee was not involved in procurement process or decision.

Appendix A
See Below

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this Document:

Tax Exemption: The City of Ann Arbor is tax exempt, ILE 28 3004514.

Acceptance of Contract: This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

Amendments: Any agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

Delivery: All items must be F.O.B. delivery point. Time is of the essence in this contract. If delivery date cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

Risk of Loss: Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered hereon which may for any reason occur prior to delivery at acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

Inspection: Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods will be returned to the Vendor at the cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

Patents and Copyrights: If an article sold and delivered to the City hereunder shall be processed by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless to the City, from and against any and all such claims, judgments, and costs incurred or recovered against it by any person whatsoever on account of the use or sale of such articles by the City in violation of rights (such patent or copyright).

Uniform Commercial Code: All applicable sections of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor, except as modified by contract documents.

Non-waiver of Rights: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or trade of the parties as stated with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Material Safety Data Sheets: Applicable Material Safety Data Sheets in compliance with OSHA/MSHA hazard communication regulations, must be provided by the Vendor to the City at the time of purchase.

Assignments: The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the Vendor to immediate termination.

Laws Governing: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District CL for Eastern District of MI Southern Division. The Vendor stipulates various franchises are convenient and waives any claim of non-convenience.

Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements outlined for the Davis Bacon Act as amended.

Living Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1.511-1.821.

Non-Discrimination: It shall be the responsibility of the Vendor to comply, when applicable, with all State, Federal and Local non-discrimination laws, including MCL 37.2209 and City Ordinance Chapter 112, Section 8061.

Indemnification: To the fullest extent permitted by law the Vendor shall indemnify defend and hold the City, its officers, employees and agents harmless from all such claims, judgments and expenses including attorney's fees resulting or alleged to result from any suit or litigation, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

Warranty: The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated hereon. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Payment Terms: The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

Payments: All invoices for goods and services shall be emailed to accounts payable@ci.ann-arbor.mi.us. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8847, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly label item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin on the invoice is received by Accounts Payable.

Compliance with Laws: The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and codes.

Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any essential condition or representation contained within this contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.