



WILLIAM A. BELL, SR.  
MAYOR

# CITY OF BIRMINGHAM

FINANCE DEPARTMENT

## PURCHASING DIVISION

P-100 CITY HALL  
710 NORTH 20TH STREET  
BIRMINGHAM, ALABAMA 35203-2227

TELEPHONE (205) 254-2265  
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J. THOMAS BARNETT, JR.  
FINANCE DIRECTOR

RON NICKEL  
PURCHASING AGENT

WILLIAM E. CAFFEE  
ASSISTANT PURCHASING AGENT

August 11, 2014

### INVITATION TO BID #14-53

Sealed bids for ammunition for the City of Birmingham for a period of one (1) year, with month to month extensions thereafter upon mutual agreement of both parties, for the City of Birmingham, will be received by the Purchasing Agent, P-100 1st Floor City Hall, Birmingham, Alabama, until 2:00 p.m., September 9, 2014, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at [www.birminghamal.gov](http://www.birminghamal.gov) (go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

**It is required for any contract exceeding \$10,000.00 that the bidder must submit with his bid either a cashier's check, certified check, or a bid bond payable to the City of Birmingham. In order for any award to be considered that exceeds \$10,000.00, your bid must have been accompanied by an acceptable bid bond or check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.**

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Bids are to be submitted **on the bid form provided** and all quotations are to be f.o.b. Birmingham, Alabama delivered.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or in part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID - AMMUNITION - #14-53; 2:00 P.M., 09/09/14**". Bids may be hand delivered to Room P-100 1st Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL TO ROOM P-100 1st Floor CITY HALL.**) However, bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be shipped to 710 North 20th Street, and specify delivery to P-100 1st Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., September 9, 2014. Bids received after this time will not be considered.

  
W.E. Caffee, Assistant Purchasing Agent

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B.N. 08/15/14

**SPECIFICATIONS FOR THE SUPPLY OF  
AMMUNITION FOR THE BIRMINGHAM POLICE DEPARTMENT**

**GENERAL:** The City of Birmingham is seeking bids for ammunition for the Birmingham Police Department. The basis of the bid shall consist primarily of any and all ammunition items used by the City. The City intends to award to the lowest priced, responsive, responsible bidder(s) on an individual line item basis.

The proposed contract shall extend for a minimum time frame of twelve (12) months, with month to month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial contract term or during any extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract. During the extension phase of the contract should any product bid have a manufacturer's price increase which applies across the board to all sales of the product, the City shall allow the bidder to increase the bid price by the exact dollar amount of the manufacturer's price increase. Bidder must provide to the City printed documentation from the manufacturer of any such price increase at least thirty (30) days prior to implementing any increase in price. No increase in price shall be allowed during the first six (6) months.

Successful bidder(s) shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract(s) shall become effective from the date noted in the Notification of Award letter(s) which will be mailed to the successful bidders(s).

Should other ammunition items currently not shown on the bid form, be required during the life of the contract, the City reserves the right to seek verbal bids from only the responsive respondents of this Invitation to Bid, and to make an award of these additional items to the lowest responsive, responsible bidder(s) for the remaining life of this contract.

The City's standard payment terms are net 30 days from acceptance. Exception may be allowed for discounted early payment, such as 2% 10 net 30 days. **The City will not consider any bids requiring C.O.D. payments.**

Any questions concerning these specifications should be addressed to Charles Lindsey, Purchasing Division, at 205-254-2269, between the hours of 8:00 a.m. & 3:00 p.m. Monday through Friday.

The quantities on the bid form are estimated annual usage only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than these quantities as conditions require, and no bidder shall attempt to hold the quantities shown as firm quantities under this contract(s).

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

All bids submitted are to be F.O.B., Birmingham, Alabama, delivered.

Any bid that stipulates a reversal of freight charges if a minimum quantity or purchase order amount is not ordered, will be determined a non-responsive bid and will not be considered for award.

The City has limited storage space so timely delivery shall be a consideration. The successful bidder(s) shall guarantee full delivery within ten (10) working days of receipt of order.

The City reserves the right to terminate any line item(s) and seek new bids as described in paragraph 5 on page 2 at any time the City determines that the product(s) being supplied is/are failing to perform satisfactorily.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City may require samples of any product before an award is made. Any sample(s) requested must be made available to the City within seventy-two (72) hours of request. Failure to provide the sample(s) within this time frame will result in the rejection of the product(s) from award consideration.

Each bidder is to extend unit prices and provide an extended total for each line item being bid. In order for the bid award to be made that exceeds \$10,000.00 your bid must be accompanied by an acceptable bid bond or check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

Bids may be solicited for any item included in this contract, where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitute a biddable situation shall be final and shall not be construed as a breach of contract.

For any item specifying reloaded ammunition, the bidder may bid price based on **no exchange of brass as well as with exchange of brass**. Price bid **with** exchange of brass must include the cost of the transport of the spent brass casings from the City of Birmingham to their place of business: **The City will not be responsible for the shipping cost of the spent brass casings back to the vendor**. Vendor must be willing to accept the existing spent brass already on hand at the City. Vendor cannot refuse the spent brass simply because it is not their product brand. For brass exchange, brass will not be separated by caliber or brand.

In the event delivered ammunitions exhibits poor quality such as variations in velocity of same caliber, consistent stoppage, high primers, etc., the vendor agrees to replace the full order of such ammunition, including spent ammunition of not more than one case.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

**Partial Shipments:** The City as a rule accepts partial shipments. However, vendors should note that the receipt of a partial shipment of ordered goods does not alleviate the vendor's obligations for the complete shipment of goods by the due date as stated within the purchase order. Consistent failure to ship reasonably complete orders will constitute breach of contract and will result in the declaration of the vendor as a "non-responsible vendor" and subject to the aforementioned penalties of such declaration. For the purposes herein, "reasonably complete" shall mean at least 70% of the total quantity ordered by the City and indicated on the purchase order.

**Rounding Up or Down of Quantities Shipped:** The City as a rule will order whole count units (boxes, cases, etc.) whenever possible. No vendor should round up or down quantities ordered by the City without first receiving approval to do so.

**Please Note:** For evaluation purposes of ammunition all units of measure are to be each round or unit of measure otherwise specified. The City's purchase order system goes to four decimal places; therefore please round prices to four decimal places.

**All deliveries are to be made Monday thru Friday ONLY. No deliveries will be accepted on weekends or holidays (New Year's Day, Martin Luther King Birthday, Good Friday, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veteran's Day, Thanksgiving and Day After, Christmas Eve, and Christmas).**

**Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.**

**Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.**

**Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder. The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.**

**Any bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.**

**Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.**

**BID FORM**

W. E. Caffee  
 Assistant Purchasing Agent  
 Birmingham, Alabama

Submitted below is my firm bid for ammunition for the City of Birmingham, in accordance with your invitation to bid and specifications dated August 11, 2014. Prices quoted are f.o.b. Birmingham, Alabama delivered and I am bidding in accordance with specification except as listed below.

Estimated Annual Usage	UOM	Description	Brand	Unit Price	Extended Annual Total
<b>Ammunition</b>					
10,000	Each	.223 caliber, new factory, 55 grain, boat tail hollow point, Remington, Federal, Hornady. No brass exchange. No substitute		\$	\$
100,000	Each	.223 caliber, new factory, 55 grain, (hollow point/tactical bonded/ballistic tipped/or soft point only), Remington, Federal, Hornady. No brass exchange. No substitute		\$	\$
60,000	Each	.223 caliber, new factory, 55 grain full metal jacket, brass case, Federal/Remington/Hornady. No brass exchange. No substitute		\$	\$
6,000	Each	.223 caliber, new factory, Hornady model TAP, 55 grain. No brass exchange. No substitute		\$	\$
10,000	Each	.308 caliber, new factory, Federal Gold Medal Match 168 grain, boat tail hollow point. No brass exchange. No substitute		\$	\$
2,000	Each	.338 caliber, new factory, Hornady 8230 Lapua, 250 grain, boat tail hollow point. No brass exchange. No substitute		\$	\$
15,000	Each	.38 caliber, reload, 158 grain, jacketed hollowpoint +p. No brass exchange		\$	\$
25,000	Each	.40 caliber, new factory, 180 grain full metal jacket, Federal/Winchester Western/Remington/Speer Gold Dot. No brass exchange. No substitute		\$	\$
2,000	Each	.40 caliber, new factory, 180 grain jacketed hollow point, Federal/Winchester Western/Remington/Speer Gold Dot Only. No brass exchange. No substitute		\$	\$
100,000	Each	.40 caliber, S&W, reload, 180 grain, full metal jacket. No brass exchange		\$	\$
2,500	Each	.44 caliber, special, 180 grain, jacketed hollow point. No brass exchange		\$	\$
100,000	Each	.45 ACP caliber, reload, 230 grain, full metal jacket. No brass exchange		\$	\$
1,500	Each	.45 caliber, new factory, 230 grain jacketed hollow point, Federal/Winchester Western/Remington/Speer Gold Dot Only. No brass exchange. No substitute		\$	\$
5,000	Each	.45 caliber, new factory, 230 grain, full metal jacket, Federal/Winchester Western/Remington/Speer Gold Dot. No brass exchange. No substitute		\$	\$
2,500	Each	.45 Colt, 250 grain, full metal jacket. No brass exchange		\$	\$
15,000	Each	5.7x28mm caliber, FN Herstal, SS198LF (Green Tip). No Brass Exchange. No substitute		\$	\$
5,000	Each	9mm, new factory, 115 grain, Hornady Critical Defense. No substitute		\$	\$
25,000	Each	9mm, new factory, 115 grain, full metal jacket, Federal/Winchester Western/Remington/Speer Gold Dot. No brass exchange. No substitute		\$	\$
				<b>Section 1 Total</b>	

Estimated Annual Usage	UOM	Description	Brand	Unit Price	Extended Annual Total
2,500	Each	9mm, new factory, 115 grain jacketed hollow point, Federal Model 9BP Only. No brass exchange. No substitute		\$	\$
400,000	Each	9mm, reload, 115 grain, full metal jacket. No brass exchange		\$	\$
15,000	Each	12 gauge, 00 buck, 2 3/4", 9 pellets, 1325 fps		\$	\$
1,500	Each	12 gauge, 00 buck, 2 3/4", 9 pellets, 1325 fps, Remington, Winchester-Western, Federal. No substitute		\$	\$
100	Each	12 gauge, 00 buck, 2 3/4", Hornady Critical Defense (semi auto). No substitute		\$	\$
				\$	\$
		<b>Marking</b>		\$	\$
6,000	Each	Force on Force FF9B2 9mm marking round. No substitute		\$	\$
38,000	Each	Simunition 9mm FX marking round. No substitute		\$	\$
				\$	\$
		<b>Gas</b>		\$	\$
24	Each	12 gauge, launching cartridge, medium range.		\$	\$
80	Each	CTS brand, Model 2570, 12 gauge door breaching round. No substitute		\$	\$
18	Each	CTS Brand, Model 6210-R, 2.3" diameter, outdoor smoke canister grenade, red smoke. No substitute		\$	\$
30	Each	CTS Brand, Model 8210 1.5' diameter, outdoor tactical canister grenade, white smoke. No substitute		\$	\$
2	Each	CTS Brand, Model 7200, Flash Bang Training Kit, , 70 reloadable training fuse w/1 body. No substitute		\$	\$
96	Each	CTS Brand, Model 7290M, Flash Bang, small metal body non-reloadable. No substitute		\$	\$
20	Each	CTS Brand, Model 2581, 12 gauge Super Sock Bean Bag Impact Round or equal.		\$	\$
14	Each	CTS Brand, Model 9230, Jet-Lite Rubber Ball Grenade, CS, Irritant Agent 35 grams + 5 grams, or equal		\$	\$
14	Each	ALS Brand, Model ALSG278, Pocket Smoke, CS Grenade, Irritant Weight 25 grams + 2 grams, or equal		\$	\$
16	Each	ALS Brand, Model ALSG272, Continous Discharge, CS Grenade, Chemical Weight 80 grams + 5 grams, or equal		\$	\$
30	Each	ALS Brand, Model ALS278, Baffled Triple Chambered CS Smoke Grenade, Irritant Weight 25 grams ± 2 grams, or equal		\$	\$
24	Each	ALS Brand, Model ALSD450, Multi Blast Diversionary Stun Grenade or equal		\$	\$
24	Each	ALS Brand, Model ALS1208, 12 gauge "Bore Thunder" (Muzzle Bang). No Substitute		\$	\$
64	Each	ALS Brand, Model ALS1209, 12 gauge "Aerial Pest Control" (Delayed Bang). No Substitute		\$	\$
14	Each	Federal Laboratories, Model 620, CS 1 gram, OC 6%, 3 second discharge, M201A1 Fuze. No substitute		\$	\$
20	Each	Federal Laboratories, Model 565-5CS, 37mm Skat Shell, CS 34 grams + 2 grams, or equal		\$	\$
24	Each	Federal Brand, Model 515CS, Triple Chaser Continous Discharge Grenade, CS 92 grams + 5 grams, or equal		\$	\$
24	Each	Aerko Brand, Model AER9103, 1% OC and 1% CS, concentrate, 32 ounces + 6 ounces. No substitute		\$	\$
45	Each	Aerko Brand, Model Deep Freeze, 17.5 ounces, 1% OC and 1% CS, canister. No substitute		\$	\$
				Section 2 Total	

Estimated Annual Usage	UOM	Description	Brand	Unit Price	Extended Annual Total
14	Each	Aerko Brand, Model "Clear Out" Grenade, 1% OC and 1% CS. No substitute		\$	\$
2	Each	Aerko Brand, Model "Clear Out Keyholer", 1% OC and 1% CS, with surgical tubing attached. No substitute		\$	\$
2	Each	Aerko Brand, Model "Clear Out Auto Ejector", 1% OC and 1% CS, with flexible tubing and 4.5 inch stainless steel needle. No substitute		\$	\$
20	Each	Defense Technology, Model 6320, 37mm, Direct Impact Sponge Round OC. No substitute		\$	\$
20	Each	Defense Technology, Model 6320LE, 37mm, Direct Impact Sponge Round OC, Extended Range. No substitute		\$	\$
20	Each	Defense Technology, Model 6325, 40mm, eXact iMpacT Sponge Round. No substitute		\$	\$
20	Each	Defense Technology, Model 6325LE, 40mm, eXact iMpacT Sponge Round, Extended Range. No substitute		\$	\$
20	Each	Defense Technology, Model 6225, 37/40mm, Bean Bag Round. No substitute		\$	\$
48	Each	Defense Technology, Model 1160, 37mm, liquid OC ferret		\$	\$
48	Each	Defense Technology, Model 1162, 37mm, liquid CS ferret		\$	\$
				\$	\$
		<b>Explosive</b>		\$	\$
10	lbs	C4 Plastic, sticks.		\$	\$
1	spool	Det-Cord, 50 thru 200 grain.		\$	\$
5	Each	C1, 1/2 lb., sheet.		\$	\$
6	Each	Binary, Kinestick		\$	\$
1	Each	Time Fuse.		\$	\$
50	Each	Time Fuse Igniters.		\$	\$
2	spool	Shock tube, non-electric.		\$	\$
20	Each	Enhanced High Velocity clay.		\$	\$
20	Each	A.V.O.N. Low Velocity clay.		\$	\$
40	Each	Primadet		\$	\$
				Section 3 Total	
				Section 1 Total	
				Section 2 Total	
				Section 3 Total	
				<b>GRAND TOTAL</b>	

**BID FORM cont'd**

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of **race**, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority – and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

**EXCEPTIONS TO SPECIFICATIONS:**

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Date of Bid

\_\_\_\_\_  
Name (Print legibly or Type)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City                      State                      Zip

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Tax ID Number

\_\_\_\_\_  
Post Office Box

\_\_\_\_\_  
E-Mail Address

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City                      State                      Zip

\_\_\_\_\_  
Telephone Number

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Terms of Payment

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Delivery Date