SOLICITATION: 12514	OPENING DATE: June 9, 2023
PROJECT: AMMUNITION	

BIDDER	Lot 1 Federal, Speer	Lot 2 Winchester	Lot 3 Hornady	Lot 4 RUAG	Lot 5 Probation	PVAP
Dooley Enterprises, Inc.	No Bid	$1,340,398.75	No Bid	No Bid	No Bid	N/A
Miwall Corporation	No Bid	No Bid	$23,823,335.00	$31,002,000.00	No Bid	N/A
San Diego Police Equipment Co. Inc.	$12,800,723.10	No Bid	No Bid	No Bid	$89,417.55	N/A

Date: June 9, 2023 Bid Officer: Richard Riddell Bid Clerk: Lucie Dela Cruz

This Notice of Intent to Award / Abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award Survey, and the bid being non responsive.

Bids Received

County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

May 4, 2023

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION

The County of San Diego is seeking bids from firms interested in providing duty ammunition ("Offerors").

The Basis of Award will be the total bid price. Offeror must respond to all bid items to be considered for award. Offeror should respond to those line items for which it desires to be considered for award. Offeror must respond to all items.

The Contracting Officer for this solicitation is Mark Cooper, Procurement Specialist, (mark.cooper@sdcounty.ca.gov.)

This RFB package includes:
- This Cover Letter to the RFB
- RFB Instructions and Rules
- Submittal Items
- Bid Cover Page (PC 600 Form)
- Representations and Certifications Form
- Byrd Anti-Lobbying Certification Form
- Nondisclosure Indemnification Agreement
- DVB Requirements and Forms
- Agreement, which includes the following:
- Exhibit A - Statement of Work
- Exhibit C - Payment Schedule

SCHEDULE

Below is the County's timeline for this RFB and is subject to change at any time. The County will issue an addendum for changes to the Pre-Bid Conference date, Questions due date, or Bid due date. The actual timing and sequence of events resulting from this RFB shall ultimately be determined by the County.

Event Description	Date and Time (San Diego Time)
Questions due	May 19, 2023 prior to 5:00 p.m.
Bids due	June 2, 2023 prior to 11:00 a.m.

BID OPENING

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. The County will conduct a public bid opening using the WebEx platform instead of in-person attendance.

- Virtual bid opening link: https://sdcountyca.webex.com/sdcountyca/j.php?MTID=m40ab756a8c450531c56ea7de20e5c891
- Password (if requested): cosd bidopening
- You may also join by phone by calling (470) 238-5742, access code 177 120 2660.

A bid abstract and the bids received will be posted on BuyNet after the bid opening.

BID SUBMITTAL

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. Unless otherwise modified by the County's COVID-19 Updates for County Contracts and Contractors, found at https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html, the following procedures shall apply to this RFB:

- This RFB is posted to the BuyNet site with a solicitation type of RFP, to allow the submission of electronic bids through BuyNet.
- Offeror must submit a complete original bid in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting through electronic upload to BuyNet by the Date and Time listed in Schedule.
- If Offeror is unable to submit via BuyNet for any reason, Offeror may submit via electronic files on CD/DVD or a printed bid at the Purchasing and Contracting front desk. Please use this method only if unable to submit through BuyNet. Bids will be accepted at the front desk by mail or courier service only. The County will not accept personal delivery by Offerors or Offeror's representatives. When submitting via BuyNet, allow extra time to submit by an alternate method in the event of technical difficulties.
- When submitting electronic files, Offeror may optionally submit in original format (e.g. Microsoft Word) with clear pictures (.jpg, .jpeg, .gif, or ".png") of signature pages containing original signatures. Electronic or digital signatures will not be accepted. Please use this method only if unable to submit in PDF form.

The County's decision about the timeliness or responsiveness of any submitted document shall be final, and the County has the discretion to waive or not waive any defect or nonconformance.

> NOTICE: The County will be altering its temporary procurement processes put in place in response to the COVID-19 pandemic. Effective June 15, The County department of Purchasing and Contracting will open its lobby to allow for personal delivery of bids, proposals, and quotations, as well as other documents or materials required, requested, or otherwise allowed for in the solicitation or contract. Contractors and contractor's representatives must comply with all regulations and County facility requirements in effect while on site at a County facility, including the Purchasing and Contracting front desk. All other pandemic-related procedures remain in place. See more information at https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html

Additional COVID-19 procurement information is available at:
https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html

QUESTIONS

Questions regarding this RFB shall be submitted in writing to the Contracting Officer by the Date and Time listed in Schedule, in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Oral explanations or responses to Questions will not be binding upon the County).

Concerns or comments regarding this solicitation should be directed to the Contracting Officer.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION
RFB INSTRUCTIONS AND RULES

1. RFB PROCESS

1.1. RFBs shall normally be made available on the County of San Diego's BuyNet Website at https://buynet.sdcounty.ca.gov/. If you are unable to download this document, you may request a hard copy from Purchasing and Contracting's front desk or contact clerical support at (858) 505-6367.

1.2. The County reserves the right to host pre-bid conference(s). If scheduled, the date, time, and location for the pre-bid conference(s) will be as set forth in this RFB or as otherwise provided on BuyNet.

1.3. Offerors should submit all Questions by due date and time specified in the cover letter to this RFB. Questions received after the due date may or may not be addressed.

1.4. Bids received timely will be opened publicly following the due date and time.

1.4.1. Bids received and the abstract of responses will be posted to BuyNet after the bid opening.

1.5. The posted bid opening abstract of responses serves as Notice of Intent to Award ("NOI") to the apparent low bidder(s).

1.6. The County will evaluate bids received for conformance to the requirements of this RFB through a pre-award survey process. As a result of the pre-award survey, County may determine that a bid is non-responsive to the County's bid requirements or was submitted by a non-responsible bidder, as described in Section 3 below.

1.7. In the event the County finds an apparent low bid to be non-responsive or to have been submitted by a non-responsible bidder pursuant to Section 3 below, the County will post a revised NOI. The County may rescind or modify the NOI at any time.

1.8. If a contract is awarded, the County will award to the lowest responsive, responsible bidder(s) as determined by the County's evaluation ("Successful Bidder"). Bids are subject to acceptance at any time within 120 days after bid opening. This period may be extended by mutual agreement of County and Offeror.

1.9. Offeror's submittal of this bid constitutes an offer that, upon County's acceptance (which may be of some or all of the bid items or lots in accordance with the Basis of Award) forms a binding contract that incorporates the Agreement, among all other terms of this RFB. Without limiting the foregoing, Offeror agrees to execute and deliver a revised contract document reflecting the final contract award and such additional documents and instruments as may be reasonably required in order to carry out the purposes of this RFB and the intentions of the parties.

1.10. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.

1.11. The County may, at any time, restart evaluations or correct any deficiencies in the procurement process or evaluation.

1.12. The timing and sequence of events resulting from this RFB shall ultimately be determined by the County.

2. INSTRUCTIONS FOR SUBMITTING A BID

2.1. It is the Offeror's responsibility to submit a bid based on the most current RFB, addenda thereto, responses to Questions, any diligence material made available by the County, and any other information posted on BuyNet. Offerors must consistently check BuyNet for information and are responsible to comply with anything posted on BuyNet relating to this RFB. The County has no obligation to contact Offerors directly with any such RFB related information.

2.2. Offerors shall submit one original bid prior to the date and time specified and through the means specified in the cover letter to this RFB.

2.2.1. For bids submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for purposes of determining timely submittal.

2.2.2. For bids submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered official time for purposes of determining timely submittal.

2.2.3. In the event of multiple submittals of an original bid by an Offeror, the County will only consider the most recent submittal submitted by the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors

are strongly encouraged to submit only one original bid and withdraw or replace any previous submittals in the event they choose to update their bid. Bids may be found non-conforming if the County is unable to determine which is the most recent, timely submittal.

2.3. Bids must be submitted using the County forms provided in this RFB, accepting the County's statement of work, terms and conditions, and other requirements without condition. Bids containing modifications, conflicting information, or competing terms may be found non-responsive. Bidders are advised to submit only the requested information.

2.3.1. All bids shall be signed by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned images of pages containing original signatures are acceptable for submission of an electronic file. Electronic or digital signatures will not be accepted.

2.4. The bid must be submitted in compliance with the following format, unless otherwise specified in this RFB:

2.4.1. Submit electronic bids as files in .pdf format. Separate each exhibit into one or more files. Clearly name files as to the exhibit and order. Pages requiring signatures must be scanned from an original signature. Other pages may be scanned or converted to .pdf from other file formats. Converted and searchable formats are preferred.

2.4.2. All information submitted with your bid shall be formatted to print on 8-1/2" x 11" page size with no less than ½" margins and eleven (11) point font.

2.4.3. All information submitted with your bid shall be formatted as black ink on white background/paper with no shading, or otherwise suitable for black and white reproduction.

2.4.4. If submitting your bid at the Purchasing and Contracting front desk, it must be submitted in a sealed envelope with "RFB" and the RFB number prominently marked on the outside of the envelope.

2.5. Your bid must be organized in accordance with this RFB. The bid shall conform to the following organization:

2.5.1. A completed and signed PC 600 Form shall be submitted as the cover of Offeror's bid.
2.5.2. Completed and signed Representations and Certifications form.
2.5.3. Completed and signed Byrd Anti-Lobbying Certification Form
2.5.4. Completed Exhibit C Payment Schedule.
2.5.5. Completed and signed Nondisclosure Indemnification Agreement (if applicable).
2.5.6. Completed and signed DVB forms.
2.5.7. Required supplemental information per the Submittal Items.
2.5.8. Confidential/Proprietary exhibit (if applicable).

2.6. Confidential/Proprietary Information

2.6.1. No confidential/proprietary information, including PI (Personal Information), PII (Personally Identifiable Information) or PHI (Protected Health Information), is to be included in the supplemental information. Responses that include the confidential/proprietary information shall refer to the response contained within the Confidential/Proprietary exhibit (for example: If Submittal Item #1 requires staff Social Security Numbers, the response to Submittal Item #1 shall reflect "see response #1 contained within Confidential/Proprietary exhibit).

2.6.2. Submit a separate Confidential/Proprietary exhibit (if applicable). The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. The County of San Diego intends to publish bids received and resulting contracts, to its public web site. If confidential/proprietary information is contained within the submission:

2.6.2.1. It must be submitted in a separate clearly labeled exhibit with all pages marked as "CONFIDENTIAL/PROPRIETARY EXHIBIT".
2.6.2.2. Offeror must provide a signed Nondisclosure Indemnification Agreement.
2.6.2.3. It shall only contain supplemental information. In accordance with the California Public Records Act, the County will not treat pricing or any bid forms as confidential.

2.7. Bid Pricing

2.7.1. Submit bid pricing on the included Exhibit C Payment Schedule. Bid using only the units of measure stated in the Payment Schedule and price each bid item clearly and separately (do not aggregate bid items nor provide more than one price or a range of prices per item).

2.7.1.1. Pricing shall not exceed two (2) digits to the right of decimal point (hundredths). If unit pricing exceeds two (2) digits to the right of the decimal point, any digit(s) beyond two (2) will be dropped and will not recognized by the County for the purposes of bid evaluation, contract award, or invoicing. The County will only use the first two digits after the decimal points without rounding up or down. If the County calculates a "new" unit price, said unit price will be in favor of the County and may be below the Contractor's original bid price. The "new" unit price shall prevail over Contractor's original bid price and shall be used in evaluation of bids, award, and invoicing.

2.7.2. All prices and notations must be clearly legible and in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person signing the bid.

2.7.3. Submitted bid prices must be balanced (reflecting the true relative costs of the bid items), and not shift costs from one portion of the work to another portion of the work so as to place doubt on whether the bid will result in the lowest overall cost to the County or be tantamount to allowing an advance payment.

2.7.4. Unless otherwise specified, all prices shall be F.O.B. destination.

2.7.5. Prices shall include all freight and/or delivery charges, unless freight or delivery charges are separately itemized or otherwise allowed for in the Payment Schedule.

2.7.6. Unless otherwise specified, prices bid herein should NOT include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must NOT be included in invoices.

2.7.7. Do not include prompt payment discounts into your bid prices. Prompt payment discounts will not be considered in evaluation of bids to determine low bidder.

2.7.8. Prices shall be fixed during the performance of the Agreement and not subject to adjustment except as explicitly set forth in the Agreement. Bidder accepts the risk of any changes to bidder's costs during the term of the Agreement.

2.7.9. Estimated quantities may be included in the Payment Schedule and are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption or other estimates. If the County's actual requirements do not result in orders in the quantities described as estimated in the Payment Schedule, that fact shall not entitle the successful bidder(s) to price adjustment or other relief.

2.7.10. The County of San Diego intends to expend federal funds for contract(s) resulting from this solicitation. 2 C.F.R. §200.323 requires that pricing and profit margin be negotiated prior to award if only one responsive bid is received from a responsible bidder. Failure to provide sufficient cost and pricing information for such negotiations may be cause for the County to find Offeror's bid non-responsive.

2.8. Brand Name or Equal

2.8.1. If items in this RFB have been identified as brand name "or equal," such identification establishes a quality standard and is not intended to limit competition. Other brands will be considered for award if their products are determined by the County to be of equal or greater quality and to meet the County's requirements.

2.8.1.1. Bidder shall clearly identify the brand name of items that are not of the brand specified by the County. Bids shall be considered as offering the specified brand unless otherwise indicated in the bid.

2.8.2. The County's evaluation as to equality of a product offered by a different brand shall be based upon the information furnished in the bid, as well as other information known to the County. It is the bidder's responsibility to provide sufficient information for evaluation.

2.8.2.1. If bidder proposes to modify a product so as to make it conform to the requirements, bidder shall include in the bid a clear description of such modifications.

2.8.2.2. Modifications proposed after bid submission will not be considered.

2.9. RESERVED

2.10. All bids become the property of the County. An Offeror may request the return of its bid upon withdrawal as specified in Paragraph 6, which return County may grant or deny in its sole discretion.

2.11. County has the right to withhold all information regarding this procurement (other than information disclosed through public bid opening) until after contract award, including, but not limited to, the County pre-award survey and results. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.

2.12. RESERVED

3. EVALUATION AND SELECTION

3.1. Award will be made to the lowest priced responsive bid(s) from a responsible bidder(s). The determination of lowest price shall include the application of the local preference, when applicable.

3.1.1. Award may be based on total bid amount, distinct lots, or individual items ("Basis of Award").

3.1.2. When determining lowest price for award, the County will not consider prompt payment discounts.

3.1.3. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless the conflict is a result of a Mistake in Bid. In that event, the bid will be rejected as non-responsive.

3.1.4. In the event of a tie bid between responsible bidders, award will be by random selection through a process determined by County and observable by the bidders involved in the tie.

3.2. The County reserves the right to perform a pre-award survey to determine whether a bidder is responsible (possessing the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract) and whether a bid is responsive (conforming with material bid requirements).

3.2.1. As part of the pre-award survey, The County reserves the right to request clarification of and/or additional information ("Clarification") from Offerors.

3.2.2. The Contracting Officer will determine the appropriate means of Clarification. The County is not obligated to seek Clarification, so Offerors are advised to submit complete and accurate information in the bid.

3.2.3. The request for Clarification is not an opportunity for a bidder to modify their bid, but only to provide additional information requested by the County to support the pre-award survey.

3.2.4. The County may request that samples be provided as part of the bid process, including with the bid submission, when evaluating proposed equal items, or during the pre-award survey. Samples must be furnished free of expense to the County, prominently marked with the RFB number, and delivered to the location specified by the County. Upon request and where feasible, samples will be returned to bidder at bidder's expense and risk when County review is complete.

3.2.5. Failure to timely provide requested information or samples may result in a finding of non-responsiveness or non-responsibility based on the information available to the County.

3.2.6. The County may consider information known to the County in addition to the information provided in response to the RFB.

3.2.7. The County has the discretion to treat each lot or line item separately for purposes of evaluation, in accordance with the Basis of Award.

3.2.8. The County has the discretion, but not the obligation, to waive any minor irregularities or deviations from the requirements of the RFB. The County reserves the right to waive a variation in specification if County determines such variation does not materially change performance.

3.2.9. The County's determination of responsibility or responsiveness shall be conclusive.

3.3. Local preference: The County of San Diego intends to expend federal funds for contract(s) resulting from this solicitation; therefore, in accordance with 2 CFR §200.319(b), a local preference will not be applied when evaluating offers and determining contract award.

3.4. The County of San Diego intends to expend federal funds for contract(s) resulting from this solicitation; therefore, in accordance with 2 C.F.R. §200.323, in the case that only one bid is received that is both responsive and received from a qualified and responsible bidder, the County reserves the right to

negotiate pricing and profit margin prior to award. Bidder agrees to provide sufficient cost and pricing information for such negotiations.

4. DETERMINATION OF ECONOMY AND EFFICIENCY

Pursuant to County Charter Sections 703.10 and 916, award of a contract resulting from this RFB may be subject to the County's requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service.

5. COUNTY COMMITMENT

5.1. This RFB does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the bid, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

5.2. The County reserves the right to accept or reject any or all bids received as a result of this RFB or to separately procure the same or similar goods or services.

5.3. The County reserves the right to terminate this RFB in part or in its entirety at any time prior to contract execution.

5.4. No prior, current, or post award communication with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFB except as explicitly provided for in this RFB.

6. LATE, MODIFIED, OR WITHDRAWN BID

6.1. A bid that is received, but that is not received at the office or by the electronic means designated in the solicitation by the exact time specified for receipt will not be considered unless: it is received before award is made; the County determines that it is in its best interest to accept the bid; and

6.1.1. It was sent by mail or personal delivery, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt by the County; or

6.1.2. No responsive bid was submitted.

6.2. Bids may not be modified after the due date and time. Bids may not be withdrawn after the due date and time except in the event of a Mistake in Bid, provided that the Offeror notifies the County of the Mistake in Bid, specifying in detail the mistake and how the mistake occurred, within five (5) business days.

6.3. A mistake in bid ("Mistake in Bid") is defined as a mistake that (1) made the bid materially different than the bidder intended it to be, and (2) was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the requirements.

7. DILIGENCE

7.1. County, its agents, advisors, and representatives make no representation or warranty, express or implied, as to the accuracy or completeness of any provided diligence material. Without limiting the generality of the foregoing, the diligence material may include certain statements, estimates, and projections provided by or with respect to the County. Such statements, estimates, and projections reflect various assumptions made by the County, which may or may not prove to be correct. No representations are made by the County as to the accuracy of such statements, estimates, projections, or assumptions.

7.2. Offerors are expected to perform reasonable due diligence with regard to the work required. The Selected Bidder(s) shall not be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence. Such due diligence shall include but not be limited to, information that can be obtained during a site visit, if applicable (including verification of measurements, conditions, and other attributes of the site), or independently to the extent that information about the work required or the site is otherwise available for inspection or review.

8. DUTY TO INQUIRE, QUESTIONS, AND EXPLANATION TO OFFERORS

8.1. Offerors' Inquiries and County Responses – All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFB or the Offeror's bid, must be directed

in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Any improper contact may, at County's sole discretion, cause the Offeror to be removed from consideration for contract award.

8.2. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFB or related documents, Offeror shall have a duty to at once notify the County. Such notifications, or other requests for explanation regarding the RFB or related documents, shall be directed to the Contracting Officer in writing as a question ("Question"). Offeror is responsible for ensuring that Questions are received by the County. The County may choose not to respond to Questions received after the date stated in the Cover Letter. Offerors should not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFB

9. PROTEST PROCEDURE

County Board of Supervisors Policy A-97 sets forth the procedures for filing and resolution of protests related to this RFB. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at http://www.SanDiegoCounty.gov/ under the Clerk of the Board's page.

All protests must be filed in accordance with Board Policy A-97, which requires among other things that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package, and be based on a protestable action and established grounds for protest.

10. RESERVED

11. OFFEROR COMMUNICATIONS

11.1. If Offeror issues any public announcement or otherwise engages in communication that, in the County's sole determination, compromises the integrity of this RFB process or attempts to restrain competition, Offeror may be removed from consideration for award.

11.2. Audio and/or video recording of pre-bid conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFB are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. CLAIMS AGAINST THE COUNTY

Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFB or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).

13. SOLICITING EMPLOYEES

Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

14. PROHIBITED CONTRACTS

14.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

(a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;

(b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
(c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
(d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

14.2. Offeror certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above.

15. CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662

In compliance with California Revenue and Taxation code section 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed FTB Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response is still valid, Offeror should submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The County will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance. Franchise Tax Board Websites:

https://www.ftb.ca.gov
https://www.ftb.ca.gov/forms/Search/Home/FormRequest/1619
https://www.ftb.ca.gov/forms/search/

If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and "California Revenue and Taxation Code Section 18662" must appear on fax cover sheet and/or the outside of the mailing envelope.

16. W-9 FORM

If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

(Remainder of this page left blank)

SUBMITTAL ITEMS

Offeror shall provide the requested supplemental information in response to the following Submittal Items in support of the County's pre-award survey evaluation of responsiveness and responsibility. The failure to respond to all of the following Submittal Items may be grounds for the County to find the bid non-responsive.

Do not include any information in your response to these Submittal Items that modifies or conflicts with the requirements of this bid, including the Statement of Work and Agreement.

If confidential/proprietary information is required to respond to these Submittal Items, include it in a separate CONFIDENTIAL/PROPRIETARY exhibit in accordance with section 2.6 of the RFB Instructions and Rules.

Additional Supporting information is not required for this RFB. Do not submit any additional information other than the required bid forms.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION
BID COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Bid

DESCRIPTION

Request for Bids (RFB) 12514	**DUTY AMMUNITION**

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION	**REPRESENTATIVE AUTHORIZED TO SIGN OFFER**
Dooley Enterprises, Inc. Company/Organization Name	Chris Dooley Authorized Representative Name
1198 N. Grove St. Ste. A Address	President Authorized Representative Title
(714) 630-6436 Telephone Number	chris@dooleyenterprises.com Authorized Representative Email Address
www.dooleyenterprises.com Website Address	(714) 630-6436 Authorized Representative Telephone Number
(714) 630-3910 Fax Number (optional)	1198 N. Grove St. Ste. A, Anaheim, CA 92806 Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative)
County communications to Offeror regarding this RFB will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

Same as above POC Name	" POC Email Address
" POC Title	( ) POC Telephone Number
" POC Mailing Address	

ACKNOWLEDGEMENT OF ADDENDA

Bidder Acknowledges Addendum 1 [x] 2 [x] 3 [x] 4 [x] 5 [ ] additional _____

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid on behalf of the Offeror listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror agrees that if its bid is accepted, Offeror shall be bound by the Agreement included in the RFB.

Authorized Representative Signature _____ Date 6/8/23

NOTICE OF ACCEPTANCE OF SUCCESSFUL BID
(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:		COUNTY OF SAN DIEGO: By: JOHN M. PELLEGRINO, Director DATE
TOTAL AMOUNT:	AWARD NO.:	NAME & TITLE OF CONTRACTING OFFICER

PC 600 Form (PC-600b) Rev. 3-26-2021

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION

County of San Diego
Department of Purchasing and Contracting

REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
   ☑ For-profit ☐ Non-profit ☐ Government
2. **INTERLOCKING DIRECTORATE**
   In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.
   List Attached? Yes ☐
3. **BUSINESS REPRESENTATION**
   Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
   - **3.1.** Are you a local business with a physical address within the County of San Diego? ☐ Yes ☑ No
   - **3.2.** Are you certified by the State of California as a:
     ☐ Disabled Veteran Business Enterprise(DVBE)
     Certification #: _____
     ☐ Small Business Enterprise (SBE)
     Certification #: _____
   - **3.3.** Are you certified by the U.S. Dept Of Veterans' Affairs as:
     ☐ Veteran Owned Small Business (VOSB)
     Certification # _____
     ☐ Service Disabled Veteran Owned Small Business (SDVOSB)
     Certification # _____
   - **3.4.** Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 0 %
4. **DEBARMENT, SUSPENSION, AND RELATED MATTERS**
   - **4.1.** Offeror certifies to the best of its knowledge that neither it nor any of its officers:
     - **4.1.1.** Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.
     - **4.1.2.** Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   - **4.2.** Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
     - **4.2.1** Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
     - **4.2.2** Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
     - **4.2.3** Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;
     - **4.2.4** Are proposed for debarment by any state, local, or federal department or agency.
     - **4.2.5** If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.
     Disclosure Attached? Yes ☐
5. **RELATED WORK**
   Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).
   Disclosure Attached? Yes ☐
6. **CURRENT COST OR PRICING**
   Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
7. **INDEPENDENT PRICING**
   Offeror certifies that in relation to this offer:
   - **7.1.** The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
   - **7.2.** Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and
   - **7.3.** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
8. **ADDITIONAL DISCLOSURES**
   Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Chris Dodd Signature: _____

Title: President Date: 6/8/23

Company/Organization: Dodd Enterprises Inc.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 05-02-17

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Dodge Enterprises, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Chris Dodge / President
Name and Title of Contractor's Authorized Official

6/8/23
Date

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: _____ ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.

2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:

   a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
   b. Offeror provides the County with written notice that some or all of the records may be released; or
   c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.

3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY.*

4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY.*

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	
Authorized Representative Name:	
Authorized Representative Title:	
Signature:	Date:

DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at http://www.sdcounty.ca.gov/cob/policy/index.html#. The County DVB program recognizes the State of California DVBE certification, which may be found at http://www.dgs.ca.gov/PD and the federal SDVOSB certification, which may be found at https://www.va.gov/osdbu/verification/ .

RFB 12514

DUTY AMMUNITION

AGREEMENT

INCLUDES:

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION
AGREEMENT

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and ("Contractor"). For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements, and Exhibit C Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; fifth (5th) Exhibit A-1; and sixth (6th) Exhibit A-2.

   The initial term of this Agreement shall begin on the date of the last signature below and end on June 30, 2024 ("Initial Term").

   Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

2. Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement. To the extent not in conflict with Exhibits A and A-1, Contractor shall perform all work under this Agreement in strict conformance to its bid, included herein by this reference, unless modified in accordance with this Agreement.

3. Payment. Pursuant to Exhibit C or other applicable pricing provisions of this Agreement, County agrees to a maximum Agreement amount of _____ ($#######), in accordance with exhibit C Pricing schedule.

   Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, or (ii) County receipt of a correct and substantiated invoice. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check.

4. Sales and Use Tax. On invoices, Contractor shall show any sales or use tax as separate items, giving permit number authorizing collection of use tax. Contractor shall deduct any cash discount before computing sales or use Tax.

5. Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's representative designated below

(or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

FOR COUNTY:	FOR CONTRACTOR:
#Name and Title #Address #Address #Phone, FAX and email Above contact is designated as the Contracting Officer's Representative for this Agreement ("COR").	#Name and Title #Address #Address #Phone, FAX and email

6. Compliance with Laws. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws, and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

7. County Policies and Requirements. Without limiting Section 7 above, Contractor shall specifically comply with the following, as applicable:

   a. Board of Supervisors Policy A-79, Interlocking Directorates
   b. Board of Supervisors Policy A-120, Zero Tolerance for Fraudulent Conduct in County Services
   c. Board of Supervisors Policy B-67, Environmentally Preferable Procurement
   d. Board of Supervisors Policy C-25, County of San Diego Drug and Alcohol Use Policy
   e. Section 32.801, et seq. of the San Diego County Code of Regulatory Ordinances, Prohibitions of AIDS Discrimination
   f. Article IIIk (Section 84, et seq.) of the San Diego County Administrative Code, Affirmative Action Program for Vendors

8. DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g. term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

   If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding

of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

9. Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per Section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

10. Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

11. Lobbying. Contractor shall comply with the lobbying ordinances of the County and ensure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

12. Americans With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.

13. Religious Activity Prohibited. There shall be no religious worship, instructions, or proselytization as part of or in connection with the performance of this Agreement.

14. Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of work hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any work hereunder.

15. Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

16. Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to

deprive any individual of employment opportunities or otherwise adversely affect their status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

17. Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (Section 10800, et seq.) of the CCR and California Dept. of Social Services Manual of Policies and Procedures (CDSS MPP) Division 19.

18. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this Section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this Section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

19. Debarment, Exclusion, Suspension, and Ineligibility. Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
    a. Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency;
    b. Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen

property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

c. Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above;
d. Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, state, or local) terminated for cause or default.

Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section on an ongoing basis. Such disclosure shall be made in writing within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

20. Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement

21. California Political Reform Act and Government Code Section 1090, et seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that contractors hired by a public agency, such as County may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

22. Prohibited Agreements. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
    a. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
    b. Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
    c. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
    d. Profit making firms or businesses in which the former employees described in subsection c. serve as officers, principals, partners or major shareholders.

Contractor certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above during the term of this Agreement.

23. Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

    Without limiting the foregoing, Contractor's defense and indemnity obligations under this Section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this Section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

24. Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B, Insurance Requirements, attached hereto.

25. Maintenance of Records. Contractor shall maintain and keep available all records within the County of San Diego for a minimum of three (3) years from the ending date of this Agreement unless a longer period is specified in the Statement of Work or unless County agrees in writing to an earlier disposition.

26. Audit Right. Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of $10,000 shall be subject to audit by the State Auditor.

    Authorized federal, State and County representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, and interviews of project staff and participants.

    At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls,

records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in Government Auditing Standards, published for the United States General Accounting Office.

27. Termination for Convenience. The County may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor, as full compensation for work performed in accordance with the terms of this Agreement until such termination:
    a. The unit or pro rata price for any delivered and accepted portion of the work.
    b. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the work, provided compensation hereunder shall in no event exceed the total price.
    c. In no event shall the County be liable for any loss of profits on the work or portion thereof so terminated.
    d. County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
        i. Improperly submitted claims, or
        ii. Any failure to perform the work in accordance with the Statement of Work, or
        iii. Any breach of any term of condition of the Agreement, or
        iv. Any actions under any warranty, express or implied, or
        v. Any claim of professional negligence, or
        vi. Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

28. Termination for Default. The County may, by written notice of default to the Contractor, terminate this Agreement in whole or in part, should the Contractor fail to make satisfactory progress, fail to perform within the time specified, or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the Contractor shall be liable for the difference between the prices set forth in this Agreement and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

    If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 28, Termination for Convenience.

29. Full Cost Recovery of Investigation and Audit Costs. Contractor shall reimburse County (by direct payment or County withholding of payment, at County's sole discretion) for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

30. Disallowance. In the event the Contractor receives payment for work under Agreement that is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

31. Warranty. Contractor agrees that any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this Agreement or by any applicable Uniform Commercial Code warranties.

32. Assignment. This Agreement is assignable by County. Except as to any payment due hereunder, this Agreement is not assignable by Contractor without written approval of County.

33. Delivery. Unless otherwise specified in writing in this Agreement, all shipments shall be F.O.B. point of destination. County shall not be liable for freight or handling charges except as stated in this Agreement. Transportation receipts, if allowed under the Agreement, must accompany invoice.

34. Changes. The Director of Purchasing and Contracting or designee is the only County official authorized to modify this Agreement. The County may at any time, by written order, make changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both. No other modification of this Agreement shall be valid unless it is in writing and signed by both parties.

35. Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition.

36. Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

37. Timeliness. Time is of the essence for each provision of this Agreement.

38. Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

39. Cartwright Act. Following receipt of final payment under this Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

40. Prevailing Wage. Work to be performed by Contractor in accordance with this Agreement is a "public work" under Labor Code section 1720, et seq. and is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. If Contractor will receive federal funds, this Agreement may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this Agreement are paid the correct rate of prevailing wages. Contractor waives and releases any rights it may have under Labor Code section 1726 and 1781 to seek recovery of costs from the County.

When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA 92123, and are available from the Department of Industrial Relations on the internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

Contractor acknowledges that because portions of the work to be performed by Contractor may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Agreement. Contractor certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

a. If a worker is paid less than the prevailing wage rate owed for a day or portion of a day, Contractor shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;
b. Contractor shall maintain and make available payroll and worker records in accordance with Labor Code sections 1771.4(a)(3), 1776 and 1812;
c. If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code section 1777.5;
d. Contractor is aware of the limitations imposed on overtime work by Labor Code section 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
e. Contractor shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to a) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; b) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and c) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate;
f. In accordance with 40 USC § 3143, all or part of this Agreement may be terminated for failure to pay the required prevailing rate of wages;
g. In accordance with 8 Cal. Code Reg. section 16451(d), the applicable prevailing wage determinations shall be posted at each job site and Contractor will be responsible for posting the notice required by 8 Cal. Code Reg. section 16451(d) at each job site. Posters are available on the CMU website, at the Division of Labor Standards Enforcement District Offices or by emailing a request to CMU@dir.ca.gov; and
h. Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1 pertaining to the registration of contractors pursuant to Labor Code section 1725.5. Registration and all related requirements of those sections must be maintained throughout the term of this Agreement. This project is a "public work" in accordance with Labor Code §1720, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the Agreement are paid the correct prevailing rate of wages. The County has obtained from the director of the Department of Industrial Relations general prevailing wage determinations for the locality in which the work is to be performed. The determinations are on file and available in the County of San Diego Department of Purchasing and

Contracting; 5560 Overland Ave., Ste. 270, San Diego, CA 92123-1204 and are available from the Department of Industrial Relations on the internet at http://www.dir.ca.gov/DLSR/PWD/index.htm.

REQUIRED FEDERAL PROVISIONS

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____
[#Name and Title]

Date: _____

[#CONTRACTOR NAME]

By: _____
[#Name and Title]

Date: _____

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION
EXHIBIT A – STATEMENT OF WORK

1. OVERVIEW

The San Diego County Sheriff, District Attorney, and Probation Departments are requesting quotes for duty ammunition. A Blanket Purchase Agreement (BPA) for one year with four option years shall be awarded for each lot. In law enforcement it is extremely important to ensure consistent point of aim and impact with each round of ammunition. It would be impractical to change the weapon sighting for each different brand of ammunition. Purchasing the same brands of duty and training ammunition ensures consistency and safety. Ammunition offered must be of the same caliber and know ballistic type.

The following types of lethal ammunition are being requested. There are five individual lots for the Sheriff's Department and the Offeror must bid on all ammunition listed in the lot. The District Attorney Lot 6 is asking for pricing on Federal ammunition. Lot 7 for Probation is a combination of Federal, Speer, Simunition, Force on Force and Ruag, multiple awards will be issued.

Lot 1: Federal and Speer ammunition

Lot 2: Winchester

Lot 3: Hornady

Lot 4: Ruag

Lot 5: Probation – Federal/Speer, and Force on Force

2. ORDER SPECIFICATIONS

2.1 Ammunition shall be delivered within 180 days (180) days of order or Contractor shall provide justification for an extended delivery time based on manufacturer's back order.

2.2 Only new products will be accepted. Ammunition that has been used in any way, refurbished, reconditioned or gray market is absolutely unacceptable and will be rejected and returned.

2.3 **Delivery address for the Sheriff:**

San Diego County Sheriff – Weapons Training Unit
Range Master – A Range
East Miramar Rd, Camp Elliot
San Diego, CA 92145

Or

San Diego County Sheriff – Weapons Training Unit

440 Alta Rd
San Diego, CA 92158

Delivery address for Probation:

San Diego Probation Department
Weapons Training Unit
10111 Carroll Canyon Rd.
San Diego, CA 92131

2.4 Delivery hours are 8:00 am – 3:30 pm Monday through Friday. The facility is unable to accept deliveries on County Holidays.

2.5 The County shall be given credit for damaged and returned items within five (5) business days.

2.6 There shall be no restocking fees or other charges for returns of damaged or incorrect items.

3. INVOICE

4.1 Payment terms are net 30

4.2 Invoices shall be sent to the department ordering:

San Diego County Sheriff – Weapons Training Unit
Range Master – A Range
East Miramar Rd, Camp Elliot
San Diego, CA 92145

Fiscal Services

San Diego County Probation Department
Probation Administration Center
9444 Balboa Ave. S-500
San Diego, CA 92123

EXHIBIT B – INSURANCE REQUIREMENTS RESERVED

EXHIBIT C – PAYMENT SCHEDULE

(Submit completed Payment Schedule with your bid)

PLEASE SEE ATTACHED EXCEL SPREADSHEET

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION

LOCAL PREFERENCE SAMPLE PAYMENT SCHEDULE (3/24/2021)

	Option Years →			Total
Items	Example			
↓	Payment Schedule			
Grand Total				

☐ Offeror qualifies as a Preferred Vendor* (if checked, complete information below)

[#Add Preferred Vendor checkbox to the bottom of your Payment Schedule. Your schedule must have a Grand Total]

*By selecting Yes and submitting a Preferred Vendor Adjusted Price, Offeror represents that it qualifies as a Preferred Vendor as described in Section 405 of the San Diego Code of Administrative Ordinances and Section 3.3 of the RFB Instructions and Rules. To qualify as a Preferred Vendor, Offeror must be a Local Business that is also a Veteran Owned Business, Disabled Veteran Owned Business or Small Business. Offeror must document eligibility by satisfying both 1. and 2. below. Offeror must provide supporting documentation upon request of the County.

1. Local Business: Offeror maintains a headquarters or provides the same or similar services to those proposed from the following address(es) located within the geographic boundaries of San Diego County.
   ☐ Headquarters ☐ Other location providing the same or similar services
   Address _____
   City_____ State_____ Zip _____

AND

2. Offeror holds a current certification that qualifies it as a Veteran Owned Business, Disabled Veteran Owned Business or Small Business. Indicate certification(s) below.
   State of California Certifications:
   - ☐ Small Business (SB) – Certificate # _____
   - ☐ Micro Business (MB) – Certificate # _____
   - ☐ Small Business for the Purpose of Public Works (SB-PW) – Certificate # _____
   - ☐ Disabled Veteran Business Enterprise (DVBE) – Certificate # _____

   U.S. Department of Veterans Affairs Certifications:
   - ☐ Veteran-Owned Small Business (VOSB) – Certificate # _____
   - ☐ Service-Disabled Veteran-Owned Small Business (SDVOSB) – Certificate # _____

Preferred Vendor Adjusted Price:

GRAND TOTAL (from Payment Schedule):	PRICE ADJUSTMENT multiply Box 1 by 0.05 (if greater than $50,000, enter $50,000)	**ADJUSTED PRICE** subtract Box 2 from Box 1
Box 1 $ _____	**Box 2** $ _____	$ _____

County maintains the right to verify the calculation of the Adjusted Price. In the event of a mathematical error, the Grand Total from the payment schedule shall prevail, and a corrected Price Adjustment shall be used.

Payment Terms.

Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, or (ii) County receipt of a correct and substantiated invoice. Payment shall be deemed to have been made on the date the County submits electronic payment or mails a warrant or check. Contractor may offer County a prompt payment discount or other more favorable payment terms at any time during the term of the Agreement, which the County may accept or not accept at its discretion. If Contractor qualifies as a Small Business or Veteran Owned Business, County may authorize more favorable payment terms in accordance with Board of Supervisor's Policy B-53 Small Business Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program.

Prices

Prices shall be fixed during the performance of the Agreement and not subject to adjustment except as explicitly set forth in this Agreement. Bidder accepts the risk of any changes to bidder's costs during the term of the Agreement.

Estimated Quantities

Any estimated quantities are provided solely for evaluation of bids and are not guarantees by the County. The successful bidder(s) shall not be entitled to price adjustment or other relief on the basis of any variance from estimated quantities.

Price Adjustments

Manufacturer's Increases

1. If a manufacturer's general price to the trade or industry increases after the first six (6) months of the Agreement, Contractor may request an increase to the affected line item(s), provided that costs to the Contractor increased by more than five (5) percent and that such cost increase was not known or reasonably knowable to Contractor at the time of bid.
2. Requests for price increases must be in writing and include the following:
   2.1. item name
   2.2. date and amount of manufacturer's price increase
   2.3. supporting documentation from the manufacturer
   2.4. amount of and justification for requested price increase

Annual Price Adjustments

1. Upon Contractor's request, or by County's own action, the pricing under this Agreement may be adjusted either up or down as follows:
   1.1. If during the term of this Agreement or any extension thereof, the Index shall increase or decrease so as to vary more than five percent (5%) above or below the Base Index, the then-current price shall be adjusted by the percentage of the increase or decrease. In no case shall any adjustment be made within the first twelve (12) months of the term of the Agreement nor more frequently than annually.
   1.2. For purposes of this provision, the term "Index" shall mean the "Consumer Price Index for All Urban Consumers, San Diego Metropolitan Area, ALL ITEMS, 1967=100" as prepared and released by the United States Department of Labor, Bureau of Labor Statistics. For an initial price adjustment under this section, the term "Base Index" shall mean the last published Index prior to the bid opening date for this Agreement. For all subsequent price adjustments, the "Base Index" shall be reset to the Index used for the immediately preceding price adjustment.

January 5, 2023

To Whom It May Concern:

Dooley Enterprises (Anaheim, CA) is the authorized, sole source, law enforcement distributor for Winchester Ammunition in the state of California.

Sincerely,



George Brennan
National LE Sales Manager
Winchester LE

LOT#2 Winchester

						Initial Term: 7/1/23 - 6/30/24	
Mfg	**Part #**	**Caliber**	**Description**	**Case Size**	**Estimated Usage**	**Price per Case**	**Extended Price**
Winchester	RA380T	.380 cal	T Series .380/95 gr Duty	500	10	$ 189.00	$ 1,890.00
Winchester	Q4206	.380 cal	FMJ .380 Training	500	10	$ 141.50	$ 1,415.00
Winchester	RA9T	9 mm	T Series 9mm/147 gr Duty	500	3	$ 178.50	$ 535.50
Winchester	USA9MM1	9 mm	FMJ 9mm/147 gr Training	500	5000	$ 143.50	$ 717,500.00
Winchester	RA40T	.40 cal	T Series .40SW/180 gr Duty	500	6	$ 200.00	$ 1,200.00
Winchester	Q4238	.40 cal	FMJ .40SW/180 gr Training	500	6	$ 152.50	$ 915.00
Winchester	RA45TP	.45 cal	T Series .45ACP+p/230 gr Duty	500	6	$ 236.50	$ 1,419.00
Winchester	Q4170	.45 cal	FMJ .45ACP/230 gr Training	500	6	$ 169.50	$ 1,017.00
Winchester	RA1200SF	12 Gauge	Frangible OO Buck	250	3	$ 386.75	$ 1,160.25
Winchester	RA12RSSF	12 Gauge	2 3/4 Frangible Slugs	250	3	$ 480.50	$ 1,441.50
Winchester	RA223R2Y	.223 cal	64 gr Powerpoint Multi-Purpose Duty	1000	5	$ 636.00	$ 3,180.00
Winchester	RA556B	5.56 mm	5.56/64 gr Bonded Duty	1000	5	$ 989.00	$ 4,945.00
Winchester	USA9JHP	9mm	9mm 115gr. Jacketed Hollow Point	500	1000	$ 149.00	$ 149,000.00
Winchester	USA9JHP2	9mm	9mm 147gr. Jacketed Hollow Point	500	1000	$ 149.00	$ 149,000.00
Winchester	RA9124N	9mm	9mm 124gr. Ranger Full Metal Jacked	500	3	$ 132.50	$ 397.50
Winchester	USA9MM	9mm	9mm 124gr Full Metal Jacket	500	500	$ 127.00	$ 63,500.00
Winchester	Q4318	9mm	9mm 124gr Full Metal Jacket	500	500	$ 132.50	$ 66,250.00
Winchester	RA9124TP	9mm	9mm 124gr +P Ranger T-Series JHP	500	3	$ 178.50	$ 535.50
Winchester	RA9SF	9mm	9mm 100gr. Ranger Frangible	500	3	$ 237.00	$ 711.00
Winchester	USA9F	9mm	9mm 90gr. Frangible	500	3	$ 224.00	$ 672.00
Winchester	RA9SF1	9mm	9mm 90gr. Ranger Frangible	500	3	$ 227.50	$ 682.50
Winchester	RA40SF	.40 cal	40 S&W 135gr Ranger Frangible	500	3	$ 326.00	$ 978.00
Winchester	RA45SF	.45 cal	45 ACP 185.gr Ranger Frangible	500	3	$ 388.00	$ 1,164.00
Winchester	RA223SFY	.223 cal	.223 55gr Ranger Frangible	1000	50	$ 837.00	$ 41,850.00
Winchester	USA223R1K	.223 cal	.223 55gr FMJ (20 rd boxes)	1000	50	$ 440.00	$ 22,000.00
Winchester	W223K	.223 cal	.223 55gr FMJ (20 rd boxes)	1000	3	$ 440.00	$ 1,320.00
Winchester	W223150	.223 cal	.223 55gr FMJ (150 rd boxes)	600	3	$ 440.00	$ 1,320.00
Winchester	W2231000	.223 cal	.223 55gr FMJ (1000 rds loose)	1000	50	$ 440.00	$ 22,000.00
			Shipping/EA		8240	$10.00	$ 82,400.00
						Total	**$ 1,340,398.75**

Buyers are **strongly encouraged** to reach out for availability estimates for every quote, as in-stock inventory levels change very quickly and are subject to change witout notice.

In-stock ammo from the factory ships in approx 10-15 business days, and in-stock ammo from our warehouse ships in approx 2-4 business days. At this time, ammunition is unlikely to be in-stock at the factory, but we have many of the Part #'s bid in-stock in our warehouse at various quantities.

In the event the ammunition is not in stock at either our warehouse or the factory, then factory dropship availabilities can take 3-12 months (possibly longer for select products). This delay is due to multiple factors, which include (not are not limited to) COVID, civil unrest, supply chain issues, US Elections, new gun legislation, & new gun owners.

$10 per case is a rough estimate/average per case. Actual shipping costs applied for in-stock shipments from our Anaheim, CA warehouse. When dropshipping from the factory, shipping is $10 per case between 1-4 cases, and shipping is free for 5 cases or more.

Vendor Name:	Dooley Enterprises, Inc.
Contact Person:	Chris Dooley
Telephone :	714-630-6436
Email:	chris@dooleyenterprises.com

County of San Diego
Sheriff Department
Ammunition
Pricing Summary Sheet

Item No.	Total Extended Pricing (Basis for Award)
LOT # 1 Federal, Speer	N/A
LOT#2 Winchester	$ 1,340,398.75
LOT #3 Hornady	N/A
LOT #4 Ruag	N/A
LOT#5 - Probation	N/A

Next

Bid

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION
BID COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Bid

DESCRIPTION

Request for Bids (RFB) 12514	**DUTY AMMUNITION**

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION	**REPRESENTATIVE AUTHORIZED TO SIGN OFFER**
MiWall Corporation Company/Organization Name	Sean Riley Authorized Representative Name
PO Box 2809 Grass Valley CA 95945 Address	Manager Authorized Representative Title
(530) 274-8228 Telephone Number	Sean@miwallcorp.com Authorized Representative Email Address
www.miwallcorp.com Website Address	(530) 274-8228 Authorized Representative Telephone Number
(530) 273-1107 Fax Number (optional)	PO Box 2809 Grass Valley, CA 95945 Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative)

County communications to Offeror regarding this RFB will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

POC Name	POC Email Address
POC Title	( ) POC Telephone Number

POC Mailing Address

ACKNOWLEDGEMENT OF ADDENDA

Bidder Acknowledges Addendum 1 [X] 2 [X] 3 [X] 4 [ ] 5 [ ] additional _____

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid on behalf of the Offeror listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror agrees that if its bid is accepted, Offeror shall be bound by the Agreement included in the RFB.

Authorized Representative Signature	5/31/23 Date

NOTICE OF ACCEPTANCE OF SUCCESSFUL BID

(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:		COUNTY OF SAN DIEGO: By: JOHN M. PELLEGRINO, Director DATE
TOTAL AMOUNT:	AWARD NO.:	NAME & TITLE OF CONTRACTING OFFICER

PC 600 Form (PC-600b) Rev. 3-26-2021

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION

County of San Diego
Department of Purchasing and Contracting

REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
   ☑ For-profit ☐ Non-profit ☐ Government
2. **INTERLOCKING DIRECTORATE**
   In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.
   List Attached? Yes ☐
3. **BUSINESS REPRESENTATION**
   Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
   - 3.1. Are you a local business with a physical address within the County of San Diego? ☐ Yes ☑ No
   - 3.2. Are you certified by the State of California as a:
     ☐ Disabled Veteran Business Enterprise(DVBE)
     Certification #: _____
     ☐ Small Business Enterprise (SBE)
     Certification #: _____
   - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
     ☐ Veteran Owned Small Business (VOSB)
     Certification # _____
     ☐ Service Disabled Veteran Owned Small Business (SDVOSB)
     Certification # _____
   - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %
4. **DEBARMENT, SUSPENSION, AND RELATED MATTERS**
   - 4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:
     - 4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.
     - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   - 4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
     - 4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
     - 4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
     - 4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;
     - 4.2.4 Are proposed for debarment by any state, local, or federal department or agency.
     - 4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.
     Disclosure Attached? Yes ☐
5. **RELATED WORK**
   Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).
   Disclosure Attached? Yes ☐
6. **CURRENT COST OR PRICING**
   Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
7. **INDEPENDENT PRICING**
   Offeror certifies that in relation to this offer:
   - 7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
   - 7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and
   - 7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
8. **ADDITIONAL DISCLOSURES**
   Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Sean Riley Signature: _____

Title: Manager Date: 5/31/23

Company/Organization: Mirall Corp.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 05-02-17

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Mirall Corp, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Sean Riley - Manager
Name and Title of Contractor's Authorized Official

5/31/23
Date

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego ("County") and Offeror Company/Organization Name: Minwall Corp. ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.

2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:

   a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
   b. Offeror provides the County with written notice that some or all of the records may be released; or
   c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.

3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY.*

4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY.*

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	Minwall Corp.
Authorized Representative Name:	Sean Riley
Authorized Representative Title:	Manager
Signature:	Date: 5/31/23

County of San Diego
Sheriff Department
Ammunition
Pricing Summary Sheet

Item No.	Total Extended Pricing (Basis for Award)
LOT # 1 Federal, Speer	#REF!
	#REF!
LOT#2 Winchester	#REF!
LOT #3 Hornady	$ 23,823,335.00
LOT #4 Ruag	$ 31,002,000.00
LOT#5 - Probation	#REF!

SHERIFF - LOT 3

						Term: 7/1/23 - 6/30/24	
Mfg	**Part #**	**Caliber**	**Description**	**Case Size**	**Estimated Usage**	**Price per Case**	**Extended Price**
Hornady	90215	9MM	124GR CRITICAL DUTY LE +P	500	1,000	279.44	279440.00
Hornady	90235	9MM	135GR CRITICAL DUTY LE	500	1000	279.44	279440.00
Hornady	90225	9MM	135GR CRITICAL DUTY LE +P	500	1000	279.44	279440.00
Hornady	91295	357	135GR CRITICAL DUTY LE	500	1000	355.75	355750.00
Hornady	90515	357	135GR CRITICAL DUTY LE	500	1000	360.80	360800.00
Hornady	91375	40	175GR CRITICAL DUTY LE	500	1000	295.03	295030.00
Hornady	91255	10MM	175GR CRITICAL DUTY LE	500	1000	366.18	366180.00
Hornady	90925	45	220GR CRITICAL DUTY LE	500	1000	343.13	343130.00
Hornady	90080	380	90GR FTX CD	250	1000	201.48	201480.00
Hornady	90240	9MM	100GR FTX CD	250	1000	205.11	205110.00
Hornady	90250	9MM	115GR FTX CD	250	1000	205.11	205110.00
Hornady	90300	38	90GR FTX CD	250	1000	228.49	228490.00
Hornady	90310	38	110GR FTX CD	250	1000	228.49	228490.00
Hornady	90311	38	110GR FTX CD	250	1000	228.49	228490.00
Hornady	90500	357	125GR FTX CD	250	1000	251.00	251000.00
Hornady	91000	9X18	95GR FTX CD	250	1000	220.26	220260.00
Hornady	91340	40	165GR FTX CD	200	1000	220.26	220260.00
Hornady	90700	44	165GR FTX CD	200	1000	215.76	215760.00
Hornady	90900	45	185GR FTX CD	200	1000	229.48	229480.00
Hornady	92790	45	185GR FTX CD	200	1000	229.48	229480.00
Hornady	90249	9MM	115GR FMJ TRAINING BRASS	500	1000	150.00	150000.00
Hornady	90238	9MM	135GR FMJ TRAINING BRASS	500	2000	208.07	416140.00
Hornady	91298	357	135GR FMJ TRAINING BRASS	500	2000	286.36	572720.00
Hornady	91374	40	175GR FMJ TRAINING BRASS	500	2000	248.26	496520.00
Hornady	90924	45	220GR FMJ TRAINING BRASS	500	2000	279.99	559980.00
Hornady	90230	9MM	90GR FRANGIBLE	500	2000	273.51	547020.00
Hornady	91319	40	125GR FRANGIBLE	500	2000	339.50	679000.00
Hornady	90931	45	145GR FRANGIBLE	500	2000	335.00	670000.00
Hornady	80255	223	55GR SP	500	2000	334.78	669560.00
Hornady	80275	223	55GR FMJ/BT	500	2000	334.78	669560.00
Hornady	80271	223	55GR FMJ TRAINING	500	2000	237.17	474340.00
Hornady	81292	5.56	75GR SBR TRAINING	500	2000	303.27	606540.00
Hornady	81278	5.56	55GR FMJ TRAINING	500	2000	237.17	474340.00
Hornady	83276	223	55GR TAP URBAN	200	2000	168.43	336860.00
Hornady	83286	223	60GR TAP BARRIER	200	2000	168.43	336860.00
Hornady	83285	223	62GR TAP BARRIER	200	2000	168.43	336860.00
Hornady	80265	223	75GR BTHP TAP	200	2000	168.43	336860.00
Hornady	80295	223	53GR GMX TAP Patrol	200	2000	227.07	454140.00
Hornady	8125C	5.56	62GR TAP BARRIER	500	2000	356.30	712600.00
Hornady	81265	5.56	NATO 70GR GMX TAP BARRIER	200	2000	227.07	454140.00
Hornady	81275	5.56	NATO 53GR GMX TAP Patrol	200	2000	227.07	454140.00
Hornady	81295	5.56	NATO 75GR TAP SBR	200	5000	181.28	906400.00
Hornady	8126N	5.56	NATO 75 GR BTHP T2 TAP	200	2000	168.43	336860.00
Hornady	80865	300 BO	110GR MONOFLEX TAP SBR	200	1000	258.14	258140.00
Hornady	80885	300	110GR TAP URBAN	200	1000	220.59	220590.00
Hornady	80895	300 BO	190GR SUB-X TAP	200	1000	225.09	225090.00
Hornady	80896	308	110GR TAP URBAN	200	1000	265.61	265610.00
Hornady	80905	308	155GR ELD MATCH TAP PRECISION	200	1000	265.61	265610.00
Hornady	80985	308	165GR GMX TAP BARRIER	200	1000	401.54	401540.00
Hornady	80965	308	168GR A-MAX TAP PRECISION	200	1000	265.61	265610.00
Hornady	80725	308	168GR ELD MATCH TAP PRECISION	200	1000	265.61	265610.00
Hornady	80715	308	168GR ELD MATCH TAP AR	200	2500	265.61	664025.00
Hornady	82045	300	178GR ELD MATCH TAP PRECISION	200	1000	306.56	306560.00
Hornady	82246	450	250GR FTX BLACK	200	1000	292.84	292840.00
Hornady	81485	6.5	140GR GMX TAP Heavy Barrier	200	1000	360.36	360360.00
Hornady	81505	6.5	147GR ELD Match TAP Precision	200	1000	289.54	289540.00
Hornady	81528	6.5	123GR ELD MATCH BLACK	200	1000	216.53	216530.00
Hornady	81500	6.5	140GR ELD MATCH	200	1000	289.54	289540.00
Hornady	81215	300PRC	225GR ELD MATCH TAP PRECISION	200	1000	414.93	414930.00
Hornady	82300	338	285GR ELD MATCH	120	1000	584.75	584750.00
Hornady	8270	50	750GR A-MAX	100	1000	677.14	677140.00
Hornady	86245	12	12GA FRANGIBLE 3/4 OZ. SLUG TAP ENTRY	100	1000	202.03	202030.00
Hornady	86265	12	TAP REDUCED RECOIL OO BUCK	100	1000	86.41	86410.00
Hornady	86285	12	TAP FOSTERSLUG 1OZ REDUCED RECOIL	100	1000	142.74	142740.00
Hornady	86275	12	TAP LIGHT MAGNUM OO BUCK	100	1000	101.02	101020.00
Hornady	86235	12	TAP FOSTER SLUG 1OZ LIGHT MAGNUM	100	1000	153.06	153060.00
			Shipping/EA				
						Total	23823335.00

Vendor Name:	Mwall Corporation
Contact Person:	Sean Riley
Telephone :	530-274-8228
Email:	lesales@mwallcorp.com

SHERIFF - LOT 4

Initial Term: 7/1/23 - 6/30/24

Mfg	Part #	Caliber	Description	Case Size	Estimated Usage	Price per Case	Extended Price
RUAG	2316732	4.6x30	4.6x30mm FMJ SX 40 GR (for H&K MP7)	1920 rds	100	1700.00	170000.00
RUAG	2317602	4.6x30	4.6x30 mm Training SX 26 GR (for H&K MP7)	1920 rds	100	1700.00	170000.00
RUAG	2316731	4.6x30	4.6x30 mm Action SX 31 GR (for H&K MP7)	1920 rds	100	1750.00	175000.00
RUAG	2316733	4.6x30	4.6x30 mm AP SX 31 GR (Federally regulated)	1920 rds	1000	1850.00	1850000.00
RUAG	2318186	4.6x30	4.6x30 mm Frangilbe SJ SX 26 GR (for H&K MP7)	1920 rds	2000	1700.00	3400000.00
RUAG	20065411	0.223	.223 Rem Ball FMJ 63 GR Swiss P	1000 rds	2000	600.00	1200000.00
RUAG	311141000	0.223	.223 Rem Target 69 GR Swiss P	1000 rds	2000	750.00	1500000.00
RUAG	25494232	0.223	.223 Rem Styx Action 69 GR Swiss P	1000 rds	2000	900.00	1800000.00
RUAG	231430001	5.56	5.56 mm AP 63 GR Swiss P (Federally regulated)	1000 rds	1000	2200.00	2200000.00
RUAG	2418110	300	300 300 BLK HV LF STYX SX 7.0G/108 gr	30 rds box	1000	37.00	37000.00
RUAG	25672900	300	300 Blackout 130gr Styx Swiss P	600 rds	1000	900.00	900000.00
RUAG	25652310	0.308	.308 Win Target 168 GR Swiss P	400 rds	1000	575.00	575000.00
RUAG	2402983	0.308	.308 Win Styx Action 167 GR Swiss P	400 rds	1000	900.00	900000.00
RUAG	345840300	0.308	.308 Win Tactical 164 GR Swiss P (Federally regulated)	300 rds	1000	1200.00	1200000.00
RUAG	390240200	0.308	.308 Win AP 196 GR Swiss P (Federally regulated)	200 rds	1000	925.00	925000.00
RUAG	25673229	0.308	.308 Win Subsonic 200 GR Swiss P	400 rds	1000	850.00	850000.00
RUAG	361540200	0.338	.338 Lapua Mag Ball 251 GR Swiss P	200 rds	1000	725.00	725000.00
RUAG	361540200	0.338	.338 Lapua Mag Target 250 GR Swiss P	200 rds	1000	800.00	800000.00
RUAG	25444957	0.338	.338 Lapua Mag Styx Action 247 GR Swiss P	200 rds	1000	850.00	850000.00
RUAG	310840200	0.338	.338 Lapua Mag Tactical 250 GR Swiss P	200 rds	1000	1000.00	1000000.00
RUAG	365540200	0.338	.338 Lapua Mag AP 260 GR Swiss P	200 rds	1000	1500.00	1500000.00
RUAG	25673271	0.338	.338 Lapua Mag API 263 GR Swiss P	200 rds	1000	2300.00	2300000.00
RUAG	2409718	0.375	.375 Swiss P Ball 350 GR SWISS P	180 rds	1000	1000.00	1000000.00
RUAG	25538768	0.500	.50 Browning Training SX 644 GR SWISS P	100 rds	1000	980.00	980000.00
RUAG	348240100	0.500	.50 Browning HC SX 748 GR SWISS P	100 rds	1000	1200.00	1200000.00
RUAG	291400050	9x19	Norma 9x19mm RHTA 94 GR (Sintox primed; sealed)	1000 rds	1000	500.00	500000.00
RUAG	460340050	0.400	Norma .40 S&W RHTA 122 GR (Sintox primed; sealed)	1000 rds	1000	750.00	750000.00
RUAG	460440050	0.450	Norma .45 AUTO RHTA 147 GR (Sintox primed; sealed)	1000 rds	1000	800.00	800000.00
RUAG	222351020	0.223	Norma 223 RHTA 51 GR (Sintox primed; sealed)	500 rds	1000	270.00	270000.00
RUAG	223640500	0.223	223 Rem Norma 64 GR BSB	500 rds	1000	475.00	475000.00
			Shipping/EA				
						Total	31002000.00

Vendor Name:	Miwall Corporation
Contact Person:	Sean Riley
Telephone :	530-274-8228
Email:	lesales@miwallcorp.com

Next

Bid

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION
BID COVER PAGE (PC-600)

SUBMITTAL INFORMATION	
Submit this Completed Form as the Cover Page of Your Bid	
DESCRIPTION	
Request for Bids (RFB) 12514	**DUTY AMMUNITION**

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION	**REPRESENTATIVE AUTHORIZED TO SIGN OFFER**
SAN DIEGO POLICE EQUIPMENT CO. INC.	RYAN KING
Company/Organization Name	Authorized Representative Name
8205-A RONSON ROAD	SALES MANAGER
SAN DIEGO CA 92111	Authorized Representative Title
Address	RYAN@SANDIEGOPOLICEEQUIPMENT.COM
(858) 974-8500	Authorized Representative Email Address
Telephone Number	(858) 974-8500
	Authorized Representative Telephone Number
SANDIEGOPOLICEEQUIPMENT.COM	
Website Address	SAME
(858) 974-8530	Authorized Representative Mailing Address
Fax Number (optional)	

AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative)
County communications to Offeror regarding this RFB will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

POC Name	POC Email Address
POC Title	( ) POC Telephone Number

POC Mailing Address

ACKNOWLEDGEMENT OF ADDENDA

Bidder Acknowledges Addendum 1 [✓] 2 [✓] 3 [✓] 4 [✓] 5 [ ] additional _____

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid on behalf of the Offeror listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror agrees that if its bid is accepted, Offeror shall be bound by the Agreement included in the RFB.

Authorized Representative Signature	6/8/23 Date

NOTICE OF ACCEPTANCE OF SUCCESSFUL BID
(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:		COUNTY OF SAN DIEGO: By: JOHN M. PELLEGRINO, Director DATE
TOTAL AMOUNT:	AWARD NO.:	NAME & TITLE OF CONTRACTING OFFICER

PC 600 Form (PC-600b) Rev. 3-26-2021

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 12514
SHERIFF'S DEPARTMENT
DUTY AMMUNITION

County of San Diego
Department of Purchasing and Contracting

REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

☑ For-profit ☐ Non-profit ☐ Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes ☐

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? ☑ Yes ☐ No

3.2. Are you certified by the State of California as a:

☐ Disabled Veteran Business Enterprise(DVBE)
Certification #: N/A

☐ Small Business Enterprise (SBE)
Certification #: N/A

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

☐ Veteran Owned Small Business (VOSB)
Certification # N/A

☐ Service Disabled Veteran Owned Small Business (SDVOSB)
Certification # N/A

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4 Are proposed for debarment by any state, local, or federal department or agency.

4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes ☐

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes ☐

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: RYAN KING Signature: [signature]

Title: SALES MANAGER Date: 6/8/23

Company/Organization: SAN DIEGO POLICE EQUIPMENT CO. INC.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 05-02-17

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, SAN DIEGO POLICE EQUIPMENT CO. INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

BJ
Signature of Contractor's Authorized Official

RYAN KING SALES MANAGER
Name and Title of Contractor's Authorized Official

6/8/23
Date

LOT # 1 Federal, Speer

						Initial Term: 7/1/23 - 6/30/24	
Mfg	**Part #**	**Caliber**	**Description**	**Case Size**	**Estimated Usage**	**Price per Case**	**Extended Price**
Speer	24446	223	GOLD DOT 55gr GDSP	500	200	$281.90	$56,380.00
Speer	24445SP	223	GOLD DOT 62gr GDSP	500	10	$281.90	$2,819.00
Speer	24475	223	75GR GOLD DOT SP	500	10	$291.15	$2,911.50
Federal	AE223	223	55GR FMJ	500	2500	$251.10	$627,750.00
Federal	AE223N	223	62GR FMJ	500	10	$254.90	$2,549.00
Federal	BC223NT5	223	BALLISTICLEAN 42GR CQT	500	50	$447.35	$22,367.50
Federal	GM223M	223	69GR SIERRA MATCHKING BTHP	200	20	$200.10	$4,002.00
Federal	GM223M3	223	77GR SIERRA MATCHKING BTHP	200	20	$200.10	$4,002.00
Federal	GM223M500	223	TRU 69GR BTHP	500	20	$464.60	$9,292.00
Federal	T223A	223	55GR SP	500	10	$293.25	$2,932.50
Federal	T223E	223	55GR BTHP	500	10	$317.40	$3,174.00
Federal	T223L	223	64GR SP	500	10	$309.35	$3,093.50
Federal	T223T	223	55GR BALLISTIC TIP	500	10	$366.85	$3,668.50
Federal	LE223T1	223 REM	55GR BONDED SOFT POINT	200	10	$247.80	$2,478.00
Federal	LE223T3	223 REM	62GR BONDED SOFT POINT	200	10	$247.80	$2,478.00
Federal	BC556NX1	5.56MM	BALLISTICLEAN 50GR CQT	500	1000	$407.90	$407,900.00
Federal	A76239A	7.62	124GR FMJ	500	10	$408.00	$4,080.00
Federal	AE308D	308	150GR FMJ BOAT TAIL	500	10	$458.92	$4,589.20
Federal	GM308M	308	168GR SIERRA MK BTHP	200	10	$237.75	$2,377.50
Federal	GM308M2	308	175GR SIERRA MK BTHP	200	10	$237.75	$2,377.50
Federal	GM308M500	308	GOLD MEDAL 168GR BTHP	500	60	$589.38	$35,362.80
Speer	24457	308	150GR GOLD DOT SP	500	10	$489.90	$4,899.00
Speer	24458	308	GDSP 168 gr Gold Dot	500	20	$489.90	$9,798.00
Federal	LE308TT2	308	TACTICAL TIP BONDED 168GR	200	20	$368.80	$7,376.00
Federal	T308T	308	TACTICAL (TRU) TIP MATCHKING	500	80	$521.30	$41,704.00
Federal	F127 000	12GA	8 PELLET-000 BUCK	250	500	$202.00	$101,000.00
Federal	LE12700	12GA	9 PLT-00	250	500	$193.75	$96,875.00
Federal	LE127 RS	12GA	1OZ HYDRA-SHOK HP	250	500	$199.50	$99,750.00
Federal	LEB127 RS	12GA	1OZ TRUBALL SLUG	250	50	$199.50	$9,975.00
Federal	LEB127 DPRS	12GA	1OZ TRUBALL DEEP PEN	250	50	$249.60	$12,480.00
Federal	LEB127 LRS	12GA	1OZ TRUBALL SLUG	250	50	$199.50	$9,975.00
Federal	F130 00	12GA	12 PELLET-00 BUCK	250	500	$202.00	$101,000.00
Federal	F130 RS	12GA	1-1/4OZ HOLLOW POINT	250	500	$202.00	$101,000.00
Federal	LE13300	12GA	8 PLT-00 BUCK	250	500	$202.00	$101,000.00
Federal	LE13200	12GA	TACTICAL 9-plt 00 BUCK	250	500	$193.75	$96,875.00
Federal	F127RS	12GA	CLASSIC 1-oz SLUG	250	2000	$196.15	$392,300.00
Federal	TGL12-7.5	12GA	#7.5 BIRDSHOT	250	60	$76.50	$4,590.00
Federal	TGL12 8	12GA	#8 1-1/8OZ	250	10	$76.50	$765.00
Federal	TGL 12 9	12GA	#9, 1-1/8OZ	250	10	$76.50	$765.00
Federal	BC127RS	12GA	BALLISTICLEAN SLUG	250	20	$374.75	$7,495.00
Federal	BC13200	12GA	BALLISTICLEAN 00 BUCK	250	20	$341.50	$6,830.00
Federal	GM300WM	300	190GR SIERRA MK BTHP	200	10	$396.75	$3,967.50
Federal	GM338LM	338	250GR SIERRA MK BTHP	200	10	$795.50	$7,955.00
Federal	GM338LM2	338	300GR SIERRA MK BTHP	200	10	$795.50	$7,955.00
Speer	3542	357 MAG	158GR JHP BLAZER	1000	10	$398.75	$3,987.50
Speer	23917GD	357 MAG	135GR GDHP SHORT BARREL	200	10	$253.00	$2,530.00
Speer	53919	357 SIG	125GR TMJ LAWMAN	1000	10	$368.90	$3,689.00
Speer	54232	357 SIG	125GR TMJ CLEANFIRE	1000	10	$381.43	$3,814.30
Speer	54234	357 SIG	125GR GDHP	1000	10	$427.18	$4,271.80
Federal	AE357A	357 MAG	158GR JSP	1000	10	$464.30	$4,643.00
Federal	AE357S2	357 SIG	125GR FMJ	1000	10	$449.28	$4,492.80
Speer	3505	380AUTO	95GR FMJ BLAZER	1000	10	$305.97	$3,059.70
Speer	53606	380AUTO	90GR GDHP	1000	10	$387.25	$3,872.50
Speer	53608	380AUTO	95GR TMJ LAWMAN	1000	10	$327.80	$3,278.00
Federal	AE380AP	380ACP	95GR FMJ	1000	10	$303.20	$3,032.00
Federal	P380HS1G	380ACP	HYDRA-SHOK 90GR JHP	1000	20	$589.92	$11,798.40
Federal	P380HST1	380ACP	HST 99GR JHP	1000	10	$509.35	$5,093.50
Federal	30CA	30 CARBINE	110GR SP RN	200	1	$229.30	$229.30
Federal	AE30CB	30 CARBINE	110GR FMJ	500	1	$297.40	$297.40
Federal	AE3006N	30-06	150GR FMJ BOAT TAIL	500	10	$537.70	$5,377.00
Federal	GM3006M	30-06	168GR SIERRA MK BTHP	200	10	$274.05	$2,740.50
Speer	3475	38 SPECIAL+P	158GR TMJ CLEANFIRE	1000	10	$313.20	$3,132.00
Speer	3514	38 SPECIAL+P	125GR JHP BLAZER	1000	10	$345.19	$3,451.90
Speer	3519	38 SPECIAL+P	158GR FMJ BLAZER	1000	10	$345.19	$3,451.90

Speer	53720	38SPL	125GR GDHP	1000	10	$489.20	$4,892.00
Speer	53722	38SPL	125GR GDHP	1000	10	$489.20	$4,892.00
Speer	53733	38SPL	125GR TMJ LAWMAN	1000	10	$383.40	$3,834.00
Speer	53750	38 SPECIAL+P	158GR TMJ LAWMAN	1000	10	$383.40	$3,834.00
Speer	53833	38 SPECIAL+P	158GR CLEANFIRE	1000	10	$383.40	$3,834.00
Speer	53899	38SPL	158GR TMJ CLEANFIRE	1000	10	$383.40	$3,834.00
Speer	53921	38SPL	GOLD DOT 135GR GDHP +P	1000	10	$442.10	$4,421.00
Federal	AE38B	38 SPECIAL	158GR LEAD RN	1000	10	$399.50	$3,995.00
Federal	AE38K	38 SPECIAL	130GR FMJ	1000	10	$399.50	$3,995.00
Federal	38G	38	158GR SWHP	1000	10	$393.75	$3,937.50
Federal	GM38A	38 SPECIAL	148GR LEAD WC MATCH	1000	10	$407.80	$4,078.00
Federal	P38HS1G	38SPL	HYDRA-SHOK 129GR JHP +P	1000	10	$513.75	$5,137.50
Speer	3477	40CAL	180GR TMJ CLEANFIRE	1000	10	$343.80	$3,438.00
Speer	3589	40S&W	165GR FMJ BLAZER	1000	10	$303.60	$3,036.00
Speer	23974GD	40CAL	180GR GDHP SHORT BARREL	200	10	$236.20	$2,362.00
Speer	53652	40CAL	LAWMAN 180GR TMJ	1000	20	$347.10	$6,942.00
Speer	53880	40CAL	LAWMAN 180GR TMJ CF	1000	20	$352.90	$7,058.00
Speer	53955	40CAL	165GR TMJ LAWMAN	1000	10	$351.10	$3,511.00
Speer	53962	40CAL	GOLD DOT 180GR GDHP	1000	20	$447.20	$8,944.00
Speer	53970	40CAL	165 GR GDHP	1000	10	$447.20	$4,472.00
Speer	53999	40CAL	180GR G2	1000	10	$468.50	$4,685.00
Speer	53375	40CAL	RHT 125GR FRANGIBLE	1000	50	$509.20	$25,460.00
Federal	40SWA	40CAL	180GR HI-JHP	1000	10	$393.90	$3,939.00
Federal	AE40N1	40CAL	180GR TMJ	1000	10	$380.40	$3,804.00
Federal	AE40R1	40CAL	180GR FMJ	1000	3500	$345.40	$1,208,900.00
Federal	AE40R3	40S&W	165GR FMJ	1000	10	$345.40	$3,454.00
Federal	AE40SJ1	40S&W	180GR TOTAL SYNTHETIC JACKET	500	10	$194.70	$1,947.00
Federal	P40HS3G	40CAL	165GR HSHP	1000	10	$485.10	$4,851.00
Federal	P40HST1	40CAL	HST 180GR JHP	1000	160	$439.20	$70,272.00
Federal	P40HST3	40CAL	165 GR HST HP	1000	10	$439.20	$4,392.00
Federal	BC40CT1	40CAL	BALLISTICLEAN 125GR CQT	1000	120	$520.90	$62,508.00
Speer	3556	44 SPECIAL	200GR JHP BLAZER	1000	10	$606.42	$6,064.20
Speer	3564	44 MAGNUM	240GR JHP BLAZER	1000	10	$656.90	$6,569.00
Speer	23980GD	44 SPECIAL	200GR GDHP	200	10	$290.21	$2,902.10
Speer	3480	45 AUTO	230GR TMJ CLEANFIRE	1000	10	$599.10	$5,991.00
Speer	3570	45 AUTO	230GR FMJ BLAZER	1000	10	$352.30	$3,523.00
Speer	3584	45	200GR JHP BLAZER	1000	10	$720.10	$7,201.00
Speer	23975GD	45 AUTO	230GR GDHP SHORT BARREL	200	10	$247.80	$2,478.00
Speer	53395	45 AUTO	155GR RHT FRANGIBLE	1000	10	$611.40	$6,114.00
Speer	53653	45ACP	LAWMAN 230GR TMJ	1000	20	$388.15	$7,763.00
Speer	53885	45ACP	LAWMAN 230GR TMJ CF	1000	20	$392.40	$7,848.00
Speer	53966	45ACP	GOLD DOT 230GR GDHP	1000	20	$511.20	$10,224.00
Speer	53979	45 GAP	185GR TMJ LAWMAN	1000	10	$484.10	$4,841.00
Speer	53980	45 GAP	200GR TMJ LAWMAN	1000	10	$464.30	$4,643.00
Speer	53395	45ACP	RHT 150GR FRANGIBLE	1000	20	$611.40	$12,228.00
Speer	54256	45 AUTO	230GR G2	1000	10	$558.92	$5,589.20
Federal	45D	45	230GR HI-JHP	1000	10	$471.80	$4,718.00
Federal	AE45A	45ACP	230GR FMJ	1000	20	$383.40	$7,668.00
Federal	AE45SJ1	45 AUTO	230GR TOTAL SYNTHETIC JACKET	500	10	$214.72	$2,147.20
Federal	AE45N1	45ACP	230GR TMJ	1000	10	$475.10	$4,751.00
Federal	GM45B	45	185GR FMJ SWC MATCH	1000	10	$519.50	$5,195.00
Federal	P45HST1	45ACP	230GR HST HP	1000	100	$496.45	$49,645.00
Federal	P45HS1G	45ACP	230GR HSHP	1000	100	$533.50	$53,350.00
Federal	P45HST2	45ACP	HST 230GR JHP	1000	200	$486.45	$97,290.00
Federal	BC45CT1	45ACP	BALLISTICLEAN 155GR CQT	1000	20	$634.10	$12,682.00
Speer	3460	9MM	124GR TMJ CLEANFIRE	1000	5000	$277.15	$1,385,750.00
Speer	3462	9MM	147GR TMJ CLEANFIRE	1000	5000	$277.15	$1,385,750.00
Speer	3509	9MM	115GR FMJ BLAZER	1000	5000	$212.90	$1,064,500.00
Speer	53365	9MM	RHT 100GR FRANGIBLE	1000	500	$446.10	$223,050.00
Speer	23611GD	9MM+P	124GR GDHPSHORT BARREL	200	10	$215.40	$2,154.00
Speer	53614	9MM	115GR GDHP	1000	10	$401.90	$4,019.00
Speer	53617	9MM+P+	124GR GDHP	1000	10	$401.90	$4,019.00
Speer	53618	9MM	124GR GDHP	1000	10	$401.90	$4,019.00
Speer	53619	9MM	147GR GDHP	1000	10	$401.90	$4,019.00
Speer	53620	9MM	147GR TMJ LAWMAN	1000	10	$235.80	$2,358.00
Speer	53650	9MM	115GR TMJ LAWMAN	1000	10	$235.80	$2,358.00
Speer	53651	9MM	124GR TMJ LAWMAN	1000	10	$235.80	$2,358.00
Speer	53824	9MM	124GR TMJ CLEANFIRE	1000	10	$257.90	$2,579.00
Speer	53826	9MM	147GR TMJ CLEANFIRE	1000	10	$257.90	$2,579.00
Speer	54226	9MM	147GR G2	1000	10	$451.30	$4,513.00

Federal	AE9AP	9MM	124GR FMJ	1000	2000	$241.40	$482,800.00
Federal	AE9DP	9MM	115GR FMJ	1000	2000	$241.40	$482,800.00
Federal	AE9N1	9MM	124GR TMJ	1000	2000	$299.10	$598,200.00
Federal	AE9N2	9MM	147GR TMJ	1000	5000	$299.10	$1,495,500.00
Federal	AE9SJ2	9MM	115GR TOTAL SYNTHETIC JACKET	500	200	$153.80	$30,760.00
Federal	AE9FP	9MM	147GR FMJ	1000	5000	$241.40	$1,207,000.00
Federal	9BP	9MM	115GR HI-JHP	1000	10	$303.90	$3,039.00
Federal	9BPLE	9MM	115GR HI-JHP	1000	10	$338.80	$3,388.00
Federal	9MS	9MM	147GR HI-JHP	1000	10	$304.50	$3,045.00
Federal	P9HS1G1	9MM	124GR HSHP	1000	10	$423.90	$4,239.00
Federal	P9HST1	9MM	124 GR HST HP	1000	10	$397.90	$3,979.00
Federal	P9HST2	9MM	HST 147GR JHP	1000	20	$387.40	$7,748.00
Federal	P9HST3	9MM	124 GR HST HP	1000	10	$387.40	$3,874.00
Federal	BC9NT3	9MM	BALLISTICLEAN 100GR CQT	1000	50	$475.90	$23,795.00
Federal	AE10A	10MM	180GR FMJ	1000	10	$477.30	$4,773.00
Speer	3597	10MM	200 FMJ BLAZER	1000	10	$347.10	$3,471.00
Federal	710	22LR HV	40GR COPPER PLATED	5000	10	$331.22	$3,312.20
Speer	30	22LR	HS MINI MAG, COPPER	5000	10	$345.22	$3,452.20
Speer	3501	25 AUTO	50GR FMJ BLAZER	1000	10	$361.20	$3,612.00
Federal	AE25AP	25 AUTO	50GR TMJ	1000	10	$409.70	$4,097.00
Speer	3503	32 AUTO	71GR FMJ BLAZER	1000	10	$407.60	$4,076.00
Federal	AE32AP	32 AUTO	71GR FMJ	1000	10	$449.75	$4,497.50
			Shipping/EA				
						Total	**$ 12,800,723.10**

Vendor Name:	San Diego Police Equipment Co. Inc.
Contact Person:	Ryan King
Telephone :	858-974-8500
Email:	sales@sandiegopoliceequipment.com

LOT#5 - Probation

						Initial Term: 7/1/23 - 6/30/24	
Mfg	**Part #**	**Caliber**	**Description**	**Case Size**	**Estimated Usage**	**Price per Case**	**Extended Price**
Federal	LE13200	12GA	TACTICAL 9-plt 00 BUCK	250	10	$193.75	$1,937.50
Federal	F127RS	12GA	CLASSIC 1-oz SLUG	250	10	$196.15	$1,961.50
Federal	TGL12-7.5	12GA	#7.5 BIRDSHOT	250	3	$75.90	$227.70
Federal	AE40R1	40CAL	180GR FMJ	1000	200	$345.40	$69,080.00
Federal	P40HST1	40CAL	HST 180GR JHP	1000	15	$439.20	$6,588.00
Federal	AE9FP	9MM	147GR FMJ	1000	5	$241.40	$1,207.00
Federal	P9HST2	9MM	HST 147GR JHP	1000	5	$387.40	$1,937.00
Speer	53921	38SPL	GOLD DOT 135GR GDHP +P	1000	1	$442.10	$442.10
Federal	P38HS1G	38SPL	HYDRA-SHOK 129GR JHP +P	1000	1	$513.75	$513.75
Federal	AE223	223	55GR FMJ	500	15	$251.10	$3,766.50
Federal	AE45A	45ACP	230GR FMJ	1000	2	$383.40	$766.80
Force on Force	FF9xx	9MM	9MM MARKER ROUNDS	500	3	$329.90	$989.70
			Shipping/EA				
						Total	**$ 89,417.55**

Vendor Name:	San Diego Police Equipment Co. Inc.
Contact Person:	Ryan King
Telephone :	858-974-8500
Email:	sales@sandiegopoliceequipment.com

County of San Diego
Sheriff Department
Ammunition
Pricing Summary Sheet

Item No.	Total Extended Pricing (Basis for Award)
LOT # 1 Federal, Speer	$ 12,800,723.10
LOT#2 Winchester	No Bid
LOT #3 Hornady	No Bid
LOT #4 Ruag	No Bid
LOT#5 - Probation	$ 89,417.55