



REQUEST FOR PROPOSAL

For

Purchase of Firearms & Accessories

Bid Due Date: June 12, 2023 @ 12:00 PM PST

City of Selma

Police Department

City of Selma  
REQUEST FOR PROPOSALS  
for  
Purchase of Firearms and Accessories

SUMMARY

The intent of this Request for Proposal (RFP) document is to solicit proposals from qualified bidders interested in furnishing the City with various firearms and accessories. Exact specifications can be found within the Bid Specifications and final purchase terms will be subject to final terms of the Purchase Order that will be entered into by both the bidder and the City.

Please fill in your proposed costs to the City for the firearms requested. Prices proposed herein will be compared with proposals from other vendors to determine the proposal that presents the best value to the City.

SCHEDULE

The anticipated schedule for submission of the Request for Proposals (“RFP”) is as follows:

Milestone	Date
RFP Released	May 30, 2023
Deadline for Proposers to Submit Questions	June 5, 2023
Deadline for City to Answer Questions	June 8, 2023
Proposal Due Date	June 12, 2023

RFP ADMINISTRATION

Documents related to this solicitation, including any related specifications and scope of work, may also be viewed on the City of Selma website: <https://www.cityofselma.com>.

The City’s Purchasing Division is issuing this Request for Proposal. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the RFP Administrator, Rudy Alcaraz, at 559-891-2280 or via email at [rudya@cityofselma.com](mailto:rudya@cityofselma.com). Proposals must be submitted via email to the City of Selma Purchase Agent Jacob Del Cid at [jacobd@cityofselma.com](mailto:jacobd@cityofselma.com) by the due date indicated. The proposal shall be signed by an official authorized to bind the consulting firm and must contain a statement to the effect that the proposal is valid for ninety (90) days. No late proposals will be accepted. The City reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by City of Selma Purchasing Division. Any questions regarding any error, omission, ambiguity or conflict in this RFP, as well as any general questions, shall be submitted to the City of Selma Purchase Agent Jacob Del Cid at [jacobd@cityofselma.com](mailto:jacobd@cityofselma.com) by the date listed in this solicitation. Requests for clarification will be disregarded if received after the due date, without prior submission of the intent to bid, or sent directly to City staff. Any revisions to the Request for Proposals will be issued and distributed as addenda.

## QUESTIONS & ANSWERS

Questions regarding this RFP are to be submitted to the City of Selma Purchase Agent Jacob Del Cid at [jacobd@cityofselma.com](mailto:jacobd@cityofselma.com) by 12:00 p.m., June 12, 2023. Answers to all questions submitted will also be provided via email.

## MINIMUM QUALIFICATIONS

In order to be considered for award based on this RFP, proposers must demonstrate the following:

1. Possession of a valid federal firearm license;
2. Possession of a valid Seller's Permit issued by the California Department of Tax and Fee Administration;
3. Possession of a Certificate of Eligibility (COE) issued by the DOJ (Department of Justice)
4. Previous experience in furnishing firearms to local government or law enforcement agencies. At least two reference must be provided.

## ORGANIZATION OF PROPOSAL TO BE SUBMITTED

Proposals shall adhere to the following structure and format:

### Section 1: Minimum Qualifications

Respond to the Minimum Qualifications section found in this RFP. Provide copies of the requested document. For references, provide contact information for a minimum of two (2) local government or law enforcement agency references for which you have furnished firearms. The City reserves the right to contact references provided.

### Section 2: Cost

Provide the cost of the firearm units described in the Bid Specifications.

### Section 3: Project Approach and Compliance to Specifications

Provide a written narrative confirming the following:

- Your ability to provide all firearm units as described in the Bid Specification. Clearly indicate if you are unable to provide any units, or if the firearms you are proposing are not identical to the units identified in the Bid Specification by manufacturer part number.

Proposals must be submitted via email to City of Selma Purchase Agent Jacob Del Cid at [jacobd@cityofselma.com](mailto:jacobd@cityofselma.com), by or before 12:00 p.m. (PST) on June 12, 2023.

The electronic bid system will not accept any Proposals after the Proposal Deadline. Only a Proposal submitted via email to the City of Selma Purchase Agent Jacob Del Cid at [jacobd@cityofselma.com](mailto:jacobd@cityofselma.com) will be considered for evaluation.

## BID SPECIFICATIONS

### Section 1: New Purchase

The following table contains a listing of the firearms units that comprise this RFP. All units shall be new and unused, and of OEM (Original Equipment Manufacturer).

QTY	MFG. PART NO.	MANUFACTURER	DESCRIPTION
8	W320C9BXR3P-RXP	SIG SAUER	SIG LE P320C 9MM N/S 15RD W/ROMEO OPTIC
38	6365RDS-4502-481 RH	COMPATIBLE	RIGHT HAND HOLSTER
4	6365RDS-4502-482 LH	COMPATIBLE	LEFT HAND HOLSTER
42	77-76-48HS	SAFARILAND	MAGAZINE POUCH STX BLACK BASKETWEAVE
42	W320F9BXR3P-RXP	SIG SAUER	SIG LE P320F 9MM PRO N/S 17RD W/ROMEO 4.7" OPTIC

## EVALUATION CRITERIA AND SELECTION PROCESS

The City will evaluate the proposals with the intent of selecting the most qualified proposer. As reflected below, Purchase Order award will not be based solely on price but on a combination of factors. Any Purchase Order offered by the City will be awarded in the best interest of the City and in the City's sole discretion. Evaluation criteria include but are not limited to the following:

- Price;
- Ability to furnish all requested items;
- Experience & qualifications;
- References; and

## RFP TERMS & CONDITIONS

The following terms and conditions shall govern this RFP process and any associated awards:

### **I. Acceptance of Terms and Conditions**

Submission of a proposal indicates acceptance by the proposer submitting the proposal of the terms, conditions and specifications contained in this RFP.

### **II. Public Record**

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Selma. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this Project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Proposer by written notice to the RFP Administrator.

### **III. Availability of Records**

All relevant documents pertaining to this RFP and procurement process shall be made available by the Purchasing Division upon successful conclusion of the entire procurement process.

#### **IV. Late Proposals**

Any proposal which is not received by the City's Purchasing Division prior to the deadline date and time set forth in this RFP shall not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

#### **V. Specificity of Information**

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

#### **VI. Errors and Omissions**

This RFP cannot identify each specific, individual task required to successfully and completely implement this Project. The City relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, direct and indirect costs, etc. Proposers shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

#### **VII. Proposal Validity**

Unless otherwise noted by the Proposer, all proposals shall be held valid for a period of 90 days.

#### **VIII. Right of Rejection**

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Proposer.

#### **IX. Right of Rejection of Lowest Fee Proposal**

The City is under no obligation to award this project to the Proposer offering the lowest fee proposal. Evaluation criteria expressed in this RFP solicitation shall be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the proposers and whether the proposals comply with the prescribed requirements. The size and scope of the Project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

## **X. Non-Compliance**

Proposers and/or proposals that do not meet the stated requirements for this Project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

## **XI. Exceptions to Proposal Requirements**

Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

## **XII. Determination of Responsiveness and Responsibility**

The City shall have sole authority in determining the responsiveness and responsibility of any and all Proposals. For Proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness and responsibility of any and all Proposals.

## **XIII. Obligation to Award**

The City is not obligated to enter into a Contract or Agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this Project if it is deemed most advantageous to the City.

## **XIV. Bidder Reimbursement Prohibition**

The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist proposer(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the proposer(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the proposer(s).

## **XV. Gratuity Prohibition**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a Proposal indicates Proposer certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.

**XVI. Contact with City Personnel or Entities**

During the RFP procurement process, proposal evaluation process and proposal selection process, the RFP Administrator is to serve as the primary point of contact for any and all matters pertaining to this RFP and Project. Proposers shall not contact any City personnel or entities other than the RFP Administrator or those from the City's Purchasing Division for matters regarding this Project until conclusion of the entire procurement process, which shall be defined as Agreement Award. Unauthorized contact may result in disqualification of Proposals.

**XVII. Indemnification**

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. Submission of a Proposal indicates Proposer waives the right to claims for damages of any nature, whatsoever, based on the Proposal solicitation and/or selection process.

**XVIII. Compliance with All Applicable Laws**

Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate Contractor licensing, permits and business licensing.