



CITY of NOVI CITY COUNCIL

Agenda Item E
May 12, 2014

SUBJECT: Approval to award bid to Vance Outdoors, Inc., the lowest bidder, for the purchase of Twenty (20) new rifles, additional magazines and the trade-in of existing rifles for a net cost to the City of Novi of \$4,647.05.

SUBMITTING DEPARTMENT: Public Safety - Police *DEM*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$4,647.05
AMOUNT BUDGETED	\$8,000.00
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	266-266.00-741.000 (Federal Forfeiture)

BACKGROUND INFORMATION:

The Novi Police Department currently deploys twenty (20) Sig Sauer 551 select fire shoulder weapons in caliber .223 for use as patrol rifles. The rifles are secured in patrol vehicles and are essential equipment in responding to critical events such as active shooters, barricaded persons and high risk calls for service as they are more accurate at longer distances and have a large magazine capacity. The rifles have been in service since August of 2004 and are quickly approaching the end of their service life.

Although state of the art in 2004, the rifles do have several shortcomings such as weight, optics and limited ability to add simple items such as flashlights. Due to its design we are unable to find an optic which affords the opportunity to "co-witness" the iron sights. This issue has posed a problem during training as officers naturally look through the optic to acquire a target and their eye picks up the front sight. If the shooter puts the red dot on the front sight which is natural, the bullet will travel exceptionally high, posing a danger to the public. Although we have trained extensively to overcome the issue it remains a concern during real-life situations when stress is at its peak.

The recommendation is to transition to the Sig Sauer 516, Gen 2, .223 caliber semi-auto rifle which is built on the AR platform. The department currently deploys eight (8) of these rifles which are assigned to members of SRT, School Resource Officer, Detective Bureau and the DEA. The optics and iron sights "co-witness" each other resolving a critical weakness in our current shoulder fired weapons. Transitioning to these rifles will bring uniformity to the department and assist in mutual aid responses as a majority of neighboring jurisdictions also deploy rifles on the AR platform and the magazines are interchangeable. If approved, we will transition to the new rifles during our annual outdoor training/qualification at Multi-Lakes Conservation Association.

An Invitation for Bids was posted on the Michigan Intergovernmental Trade Network (MITN) website on April 2, 2014 for the purchase as well as the trade-in of existing rifles. We received two (2) bids. Vance Outdoors, Inc. was the lowest qualified bidder and met all the specifications of the bid. The bid tabulation is attached.

RECOMMENDED ACTION: Approval to award bid to Vance Outdoors, Inc., the lowest bidder, for the purchase of twenty (20) new rifles, additional magazines and the trade-in of existing rifles for a net cost to the City of Novi of \$4,647.05.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



- ▶ ABOUT US
- ▶ PRODUCTS
- ▶ AMMUNITION
- ▶ CUSTOM SHOP
- ▶ CUSTOMER SERVICE
- ▶ SIG STORE
- ▶ SIG SAUER ACADEMY
- ▶ LE/MILITARY
- ▶ COMMEMORATIVE ENGRAVING
- ▶ INTERNATIONAL
- ▶ DEALERS
- ▶ MAX MICHEL
- ▶ WARRANTY
- ▶ PROMOTIONS
- ▶ DOWNLOADS
- ▶ PRODUCT ALERTS

Products



SIG516 PATROL

[Description](#)
[Specification](#)
[Accessories](#)
[Download PDF](#)
[Find Dealer](#)

Item Number	R516G2-16B-P
Action	Semi-Auto
Operating System	Short stroke pushrod, Rotating Bolt
Caliber	5.56mm NATO
Overall Length	35.7 in
Trigger Type	MIL-SPEC
Trigger Weight	7.6 lbs
Barrel Length	16.0 in
Rifling	1 in 7in
Number of Grooves	6
Weight w/out Mag	7.3 lbs
Mag Capacity	30 Rounds
Mag Type	AR-15 Type, Aluminum
Accessory Rail	Yes
Features	Advanced pushrod gas system, Flip-up adjustable iron sights, SIG Stock, Grip and Handguard
MSRP	\$1,719.00
CA Compliant	No
MA, NY, NJ, Compliant	No

Specifications are subject to change.

CITY OF NOVI
Sig Sauer Rifles
April 17, 2014 2:00 P.M.

Company	Qty	Vance Outdoors - Unit Price	Vance Outdoors - Total Price	Michigan Police Equipment - Unit Price	Michigan Police Equipment - Total Price
Rifles	20	\$ 1,228.65	\$ 24,573.00	\$ 1,186.00	\$ 23,720.00
Additional Magazines	95	\$ 9.99	\$ 949.05	\$ 9.85	\$ 935.75
Trade In- rifles, magazines, cheek risers.	1		\$ (20,875.00)	\$	\$ (16,325.00)
TOTAL			\$ 4,647.05		\$ 8,330.75
Delivery:			60-120 days		30-220 days
Additional Orders until:			9/30/14		12/31/14
Exceptions:			None		None
Extend to MITN?			No		Yes

CMP Distributors: No Bid

ORIGINAL



**NOTICE - CITY OF NOVI
INVITATION TO BID**

SIG SAUER RIFLES

The City of Novi will receive sealed bids for **Sig Sauer Rifles** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday, April 17, 2014** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE
45175 W. Ten Mile Rd.
Novi, MI 48375-3024**

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "Sig Sauer Rifles Bid" AND MUST BEAR THE NAME OF THE BIDDER.**

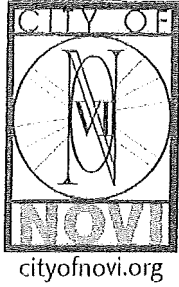
The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager

Notice Dated: April 2, 2014

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI
SIG SAUER RIFLES
INSTRUCTIONS TO BIDDERS

This bid is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

Bid Issue Date	April 2, 2014
Last Date for Questions	Thursday, April 10, 2014 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Thursday, April 17, 2014 by 2:00 P.M.

QUESTIONS

Please email all questions to the staff member listed above. Please type the name of the bid in the subject line. If you type anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

BID SUBMITTALS

Provide **two (2)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **one (1)** copy of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copy may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info . Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such bid.

To be considered, sealed bids must arrive at City Clerk's Office on or before the specified time and date. There will be no exceptions to this requirement. The Clerk's Department time stamp will determine the official receipt time. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Failure to include in the bid all information requested may be cause for rejection of the bid.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR BID IS PROHIBITED.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the bid documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

INVOICING

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 W. Ten Mile Road, Novi, MI 48375

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

NON-IRAN LINKED BUSINESS

By signing the bid form, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

INDEPENDENT PRICE DETERMINATION

By submission of a bid, the offerer certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

(a) The prices in the bid 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 any other offerer or with any other Competitor; and

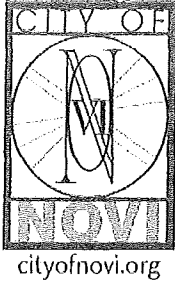
(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the bid but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.



CITY OF NOVI
SIG SAUER RIFLES
SPECIFICATIONS

BASE BID

The City of Novi is requesting bids for twenty (20) new Sig Sauer Model 516, Semi Auto, 5.56mm, 16" Barrel Patrol Rifles (WR516G2-16B-P) with flip up sights to be installed by the manufacturer, sling, along with the Sig Sauer STS-081 Mini Red Dot Optic (SIGHT-MRD) and Mini Red Dot Riser (SIGHT-RISER) for the Optic. NO SUBSTITUTIONS. Order will also include 95 additional 30 Round Black P-Mag Magazines for the weapons.

WARRANTY

A copy of the manufactures warranty shall be submitted with the bid.

PACKING AND MANUALS:

All Sig Sauer rifles must be received in the original Sig Sauer gun box with each containing an owner's manual.

DELIVERY

Bidder is responsible for ensuring that its courier/delivery service provider makes inside deliveries to our physical location.

TRADE INS

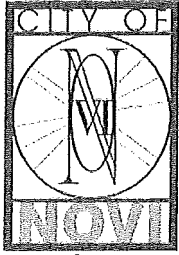
The City has a total of twenty (20) Sig 551-2, Select Fire, Patrol Rifles chambered in 5.56 for trade-in. The weapons include EoTech HWS Sights. Trade also includes twenty five magazines with a 25 round capacity for the Sig 551, eighty five magazines with a 30 round capacity for the Sig 551, and 10 cheek risers for the Sig 551.

Trade-in will take place after transition training is complete.

Bidder is responsible for pickup and delivery of weapons traded in.

INVOICING

Vendor is responsible for securing the credit on the trade-ins. The City will pay only one invoice and this invoice must include the credit for the trade-ins.



cityofnovi.org

CITY OF NOVI
SIG SAUER RIFLES
BID FORM

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

Quantity	Description	Unit Price	Total Price
20	Rifles, as specified	\$ 1,228.65	\$ 24,573.00
95	Additional magazines, as specified	\$ 9.99	\$ 949.05
1	Trade-in, rifles and magazines (lump sum)		\$ 20,875.00
TOTAL			\$ 4,647.05

Unit Prices:

Unit prices prevail. The City of Novi Purchasing Department will correct all extension errors.

Delivery:

The rifles & magazines will be delivered in accordance with specifications within 60-120 days after receipt of the order.

Additional Orders:

The City would like the option to increase the quantities to be purchased at the quoted price through additional orders. Should your company be able to comply, please indicate the date through which such orders can be placed: September 30, 2014

We acknowledge receipt of the following Addenda: #1
 (please indicate numbers)

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here):

None

EXTENSION OF AWARD TO THE MITN (MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK) PURCHASING COOPERATIVE (www.mitn.info): OPTIONAL

If your company is awarded the item(s) referenced in the bid proposal, other governmental entities may wish to use this contract and will issue a purchase order or contract for the item(s) awarded in the bid proposal following minimum order/contract requirements set forth in the bid documents. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

() If an award is made to _____, it is agreed that the contract will be extended to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions until _____ (date).

(X) Our company is **NOT** interested in extending the contract to those MITN members listed on the website.

COMMENTS: _____

THIS BID SUBMITTED BY:

Company (Legal Registration) Vance Outdoors, Inc.

Address 3723 Cleveland Ave.

City Columbus State OH Zip 43224

Telephone 614-471-7000 Fax 614-471-2134

Representative's Name Doug Vance

Representative's Title Vice President

Authorized Signature Doug Vance

E-mail dvance@vanceoutdoors.com

Date 4/14/14



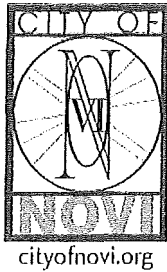
Limited Lifetime Warranty

SIG SAUER warrants that the enclosed firearm was originally manufactured free of defects in material, workmanship and mechanical function. For the lifetime of the original purchaser, SIG SAUER agrees to correct any defect in the firearm for the original purchaser by repair, adjustment or replacement, at SIG SAUER' option, with the same or comparable quality components (or by replacing the firearms at SIG SAUER' option); provided, however, that the firearm is returned unloaded and freight prepaid to SIG SAUER at 18 Industrial Drive, Exeter, NH 03833.

This limited warranty is null and void if the firearm has been misused, damaged (by accident or otherwise), fired with handloaded, reloaded or improper ammunition, fired with an obstruction in the barrel, damaged through failure to provide reasonable and necessary maintenance as described in the manual accompanying the firearm, or if unauthorized repair or any alteration, including of a cosmetic nature, has been performed on the firearm. This limited warranty does not apply to normal wear and tear of any parts.

Subject to the foregoing, this limited warranty confers the right to have the covered firearm or its parts repaired, adjusted or replaced exclusively upon the original purchaser, which right is not transferable to any other person. No implied warranties of any kind are made herein and this warranty does not apply to any accessory items attached or appurtenant to the firearm.

In no event shall SIG SAUER be liable for any incidental or consequential damages arising from or in connection with this limited warranty.



CITY OF NOVI
SIG SAUER RIFLES
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid Form.

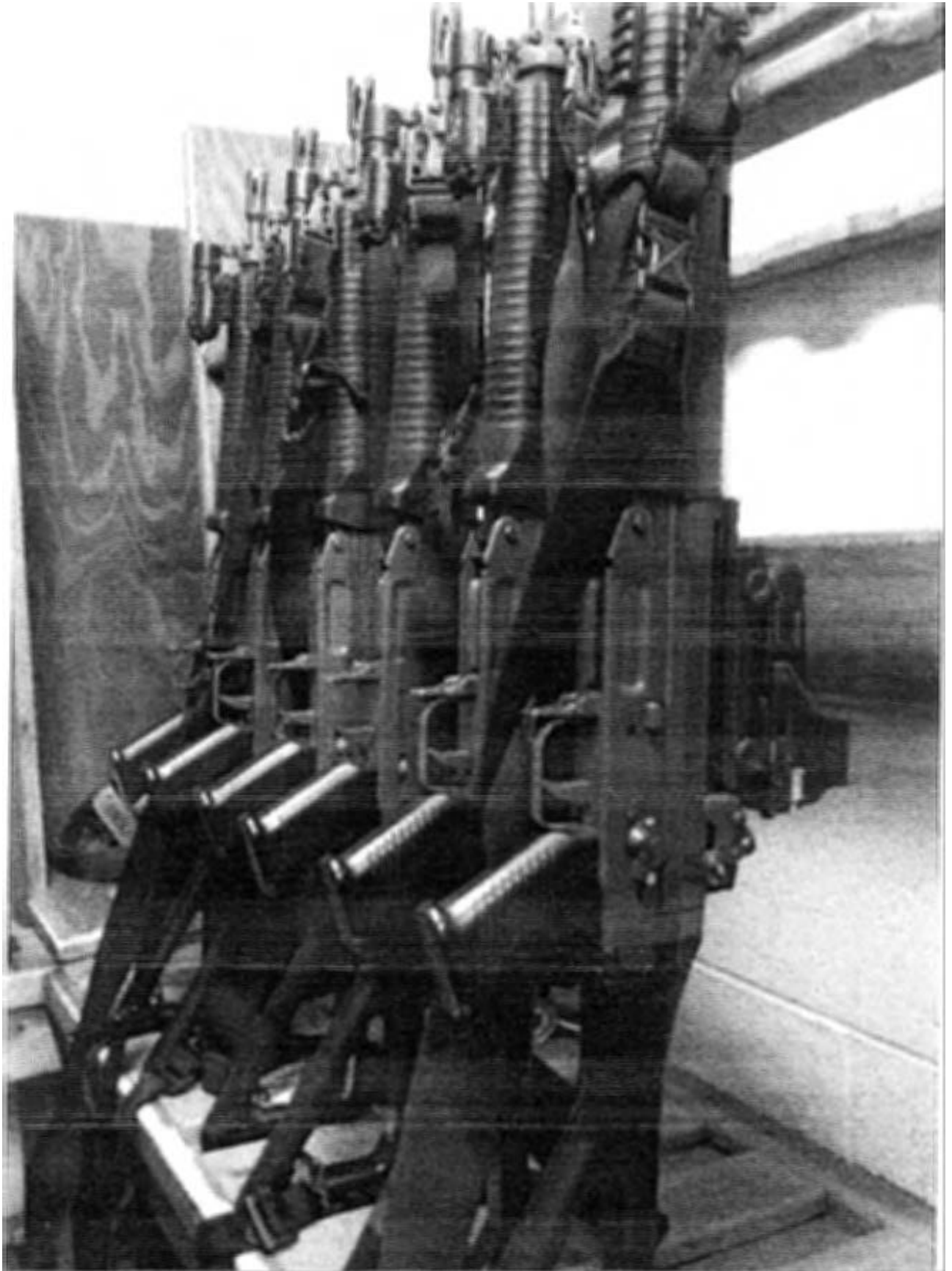
CONTENTS: Included in this Addendum is one (1) page of written addenda description and two (2) photos.

CLARIFICATIONS:

Inquiries have been made regarding the rifles and sights to be traded in. Please find photos of the rifles and manual for the sights. These rifles were purchased in 2004 and are in good condition.

Sue Morianti
Purchasing Manager

Notice dated: April 9, 2014



 **EOTech**

WORLD'S FIRST
PRO
GRAPHIC
SIGHT

Military and Law Enforcement Products

