CITY OF NOVI CITY COUNCIL MARCH 8, 2021



SUBJECT: Approval to award bid to Kiesler Police Supply, Inc. the lowest bidder, for the purchase of twenty-eight (28) new rifles, additional magazines, and the trade-in of existing rifles for a net cost to the City of Novi of \$22,184.54.

SUBMITTING DEPARTMENT: Public Safety, Police Department

EXPENDITURE REQUIRED	\$22,184.54
AMOUNT BUDGETED	\$34,210.00
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	101-301.00-982.068

BACKGROUND INFORMATION: The Novi Police Department currently uses the Sig Sauer 516 as its standard patrol rifle. These rifles were purchased in 2014. The rifles used on patrol are also used for all rifle training. As a result, thousands of rounds have been fired from each of the twenty-eight rifles. The manufacturer recommends part replacement in three stages. The bolt assembly and fire pins should be replaced every ten thousand rounds, the barrel should be replaced every fifteen thousand rounds, and at twenty thousand rounds the upper and lower receivers should be replaced. These recommendations are an approximate number estimation by the manufacturer. We have exceeded the ten thousand round mark.

In 2019 we spent \$14,127.90 on rifle parts. Three of the rifles required bolt assembly and firing pin replacement. We continue to replace these parts in the other rifles as needed. In 2019 all the rifle scopes failed unexpectedly and were replaced. Our patrol rifles are a potentially lifesaving tool for the officers and our citizens. If deployed, they cannot fail. They must be in excellent working order. It is far more cost effective to replace the rifles now rather than continue to purchase parts and fix them as needed.

The Daniel Defense DDM4V4S is recommended to replace the Sig Sauer 516's currently used by the Novi Police Department. The DDM4V4S is a 5.56 caliber semi-automatic rifle with a carbine gas system. It has a 11 .5-inch barrel, and weighs 5.85 pounds. Daniel Defense makes reliable weapons, and are currently being used by a majority of the

Southwest Oakland County Special Response Team. By way of comparison, the Sig Sauer 516 has a 16-inch barrel and weighs 7.3 pounds.

An invitation for bids was posted on the Michigan Intergovernental Trade Network (MITN) website on February 1, 2021 for the purchase as well as the trade-in of existing rifles. We received four bids. Keisler Police Supply, Inc. was the lowest qualified bidder and met all of the specifications of the bid. The bid tabulation is attached.

RECOMMENDED ACTION: Approval to award bid to Kiesler Police Supply, Inc. the lowest bidder, for the purchase of twenty-eight (28) new rifles, additional magazines and the trade-in of existing rifles for a net cost to the City of Novi of \$22, 184.54.

CITY OF NOVI Daniel Defense Rifles February 17th, 2021 2:00 pm

	Clyde Armory		CMP Distributors		Keisler Police Supply		King's Online	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
28 Rifles, as specified	\$ 1,307.64	\$ 36,613.92	\$ 1,595.00	\$ 44,660.00	\$ 1,395.28	\$ 39,067.84	\$ 1,479.50	\$ 41,426.00
28 Installed Daniel Defense AR-15 Iron Sight Sets	\$ 102.89	\$ 2,880.92	Included wi	th rifle price	Included wi	th rifle price	Included wi	th rifle price
168 Additional magazines, as specified	\$ 15.08	\$ 2,533.44	\$ 18.75	\$ 3,150.00	(1) \$ 176.55	\$ 2,471.70	15.12	
Trade-In		\$(14,056.00)		\$(24,500.00)		\$(19,355.00)		\$ (16,100.00)
TOTAL		\$ 27,972.28		\$ 23,310.00		\$ 22,184.54		\$ 27,866.16
Number of days to deliver		90		60-90		150-210		90
Additional Orders		yes thru 12/31/21		yes thru 6/30/21		yes thru 6/30/21 (2)	The second second	yes
Addendum #1		у		у		у		n/a

Keisler Police Supply

(1) Magazines priced as 12 packs (14 packs with 12 each = 168)

(2) Additional minimum order is 10 rifles. Lead time is 150-210 days but may vary depending on the market



CITY OF NOVI

DANIEL DEFENSE RIFLES

BID FORM

Company Name: Kiesler Police Supply, Inc

Quantity	Description	Unit Price	Total Price
28	Rifles, as specified	\$ 1,395.28	\$ 39,067.84
28	Installed Daniel Defense AR-15 iron sight set	s Included	s above
14	Additional magazines, as specified (12 pack)		\$ 2,471. ⁷⁰
1 Trade-in, rifles and magazines (lump sum)			s - 19,355.°°
		TOTAL	\$ 22,184.54

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 150-210 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: <u>6/30/2021</u>

We acknowledge receipt of the following Addend	a: Ada	lendum #1
_	(please indicate numbers)

EXCEPTIONS TO SPECIFICAT Additional Order	IONS (all except	ions must be noted here);	
Holditional Order	minimum	is 10 rifles. L	ead time
is 150-210 days	but may	vary depending	on the market.

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

(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) Kiesler Folice Dupply, Inc
Company (Legal Registration) <u>Kiesler Police Supply, Inc</u> Address <u>2802 Sable Mill Road</u>
city Jeffersonville State IN Zip 47130
Telephone 812-288-5740×1164 Fax 812-284-8008
Representative's Name Brittany A.L. Girdler
Representative's Title Bid Specialist
Authorized Signature Brittany a. I. Hirdler
E-mail bairdler@Kiesler.com
Date 2/16/2021

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Sales Quote

BEKAH NAVILLE

KIESLER POLICE SUPPLY 2802 SABLE MILL RD JEFFERSONVILLE, IN 47130

Bill-to Customer

NOVI, CITY OF 45125 W. TEN MILE ROAD NOVI, MI 48375-3024

Ship-to Address NOVI POLICE DEPARTMENT ATTN: SGT. ADAM ELSEN #248-348-7100 45125 W. TEN MILE ROAD NOVI, MI 48375

Salesperson

Email Home Page Phone No.

Your Reference Bill-to Customer No. Tax Registration No.	L06895
No.	Q118639
Document Date	January 14, 2021
Due Date	February 13, 2021
Payment Terms	<u> </u>
Payment Method	
Tax Identification Type	Legal Entity
Shipment Method	5 ,
ITB: DANIEL DEFENSE RIFLES AELSEN@CITYOFNOVI.ORG / 24	9 249 7100
ALGENECTTOPNOVI.ORG / 24	0-340-7100

Unit of Unit Price Line Amount No. Description Quantity Measure Excl. Tax Excl. Tax **KIESLER NOTE** ITB: DANIEL DEFENSE RIFLES 1 EACH 0.00 0 LEAD TIME: 6-9 MONTHS PART NUMBER DANICUSTOMSBRRIFLE DANIEL DEFENSE CUSTOM RIFLE 28 EACH 1,395.28 39,067.84 DDM4 V45, 5.56, 11,5", DDM4 RAIL 10.0 (02-088-11034) INCLUDES: DD FIXED FRONT/REAR SIGHT COMBO (19-088-09116) (CAEREE) PART NUMBER DANI13-072-00160-006 DANIEL DEFENSE DD5.56 12 PACK 14 EACH 176.55 2,471.7 OF 32 ROUND MAGAZINE (CTKEE) TRADE IN TRADE IN ALLOWANCE 28 EACH -675.00 -18 900 ALLOWANCE (28) SIG SAUER 516 SEMI AUTOMATIC, 5,56MM, 16" BBL RIFLES, FRONT & REAR FLIP UP SIGHTS AND TACTICAL MOUNTED FLASHLIGHTS TRADE IN TRADE IN ALLOWANCE 145 EACH -3.00 -435 ALLOWANCE (145) STANDARD P MAGAZINES TRADE IN TRADE IN ALLOWANCE 20 EACH +1.00 -20 ALLOWANCE (20) MAGAZINE COUPLERS **KIESLER TRADE** PLEASE NOTE: KIESLER POLICE SUPPLY 1 EACH 0.00 0 GUNS ONLY ACCEPTS TRADE IN FIREARMS IN LEGAL, WORKING CONDITION, FIREARMS THAT ARE BROKEN, DEFECTIVE, WITH MISSING OR AFTERMARKET MAGS WILL BE **RETURNED OR REDUCED IN PRICE-\$10.00** PER MAG &-\$15.00 FOR NON WORKING NIGHT SIGHTS-ANY ILLEGAL FIREARM (INCLUDING SAWED OFF BARREL & NO



No.	Description		Quantity	Unit of Measure	Unit Price Excl. Tax	Page 2 / 2 Line Amount Excl. Tax
	SERIAL NUMBERS, ETC) W	ILL NOT BE				
	ACCEPTED!! DO NOT SHI	>())))				
KIESLER TRADE GUNS 2	PLEASE NOTE:		1	EACH	0.00	0
	1. TRADE-IN AGENCY DU	TY FIREARMS				
	THAT HAVE BEEN ALTERE	D IN ANY WAY,				
	SHAPE, OR FORM FROM	ORIGINAL				
	FACTORY SPECS CAN BE	SUBJECT TO				
	REFUSAL OR CREDIT DED	UCTION				
	2. TRADE-IN AGENCY DU	TY FIREARMS				
	THAT ARE NOT MODEL, V	ARIANT, OR				
	GENERATION SPECIFIED E	Y AGENCY ON				
	ORIGINAL QUOTE CAN BI	SUBJECT TO				
	REFUSAL OR CREDIT DED	UCTION				
	3. VALUES ARE BASED OF	N CURRENT LOCAL, CITY,				
	STATE & FEDERAL FIREAR	M LAWS, ANY CHANGES TO				
	THESE LAWS COULD RESU	JLT IN A REDUCTION IN TRADE				
	VALUE OR ABSOLUTE REF	USAL TO ACCEPT THEM.				
FORMAT BRITTANY	QUOTED BY BRITTANY GI	RDLER	1	EACH	0.00	0
	KIESLER POLICE SUPPLY					
	2802 SABLE MILL ROAD					
	JEFFERSONVILLE, IN 4713	0				
	THIS QUOTE IS VALID FOR	R 30 DAYS				
	BGIRDLER@KIESLER.COM					
Amount Subject		0.00		Subtotal		22,184.54
Amount Exempt	from Sales Tax	22,184.54		Total Tax		0.00
				Total \$ Incl.	Tax	22,184.54
				Tax Amount		0.00

RETURNED GOODS POLICY

DEFECTIVE MERCHANDISE POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee Claims of shortages or damaged shipment.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made

Invitation to Bid: Daniel Defense Rifles



NOTICE - CITY OF NOVI

INVITATION TO BID

DANIEL DEFENSE RIFLES

IMPORTANT DATES

Bid Issue Date

Last Date for Questions

Tuesday, February 9, 2021 by 12:00 P.M. Please submit all questions via email to: Tracey Marzonie, Accountant-Purchasing tmarzonie@cityofnovi.org

Monday February 1, 2021

Response Due Date

Wednesday, February 17, 2021 by 2:00 P.M. If hard copies:

Deliver to: City of Novi Finance Department 45175 Ten Mile Rd Novi, MI 48375

<mark>If online submittals:</mark> Upload to the MITN website at <u>www.mitn.info.</u>

DESCRIPTION:

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

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, <u>www.mitn.info</u> and obtain an official copy.

INSTRUCTIONS

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam. Vendors/contractors are specifically directed not to contact any other City staff. Unauthorized contact of any City department employee may result in rejection of submittal.

TYPE OF CONTRACT

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

CHANGES TO THE BID/ADDENDA

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 <u>www.mitn.info</u>. 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.

BID SUBMITTALS

Bids may be submitted by mailing hard copies to the address shown above, OR by uploading bid to the MITN website at <u>www.mitn.info</u>.

If bid is submitted as a hard copy, one **(1) copy** must be delivered in a SEALED envelope marked **"RIFLES"** to the address shown on the Notice above by the due date and time.

If bid is uploaded to the MITN website (<u>www.mitn.info</u>), it should be uploaded as a single file, in DOC, DOCX, PDF, or JPG format with a size limitation of 20MB. If the file size exceeds 20 MB, please upload in 20 MB increments. PDF is preferred.

Bids which are uploaded to the MITN (www.mitn.info) website must be uploaded by the due date and time. Allow sufficient time to go through the uploading process. The MITN system will not allow for late submittals. This responsibility rests entirely with the Respondent, regardless of delays resulting from the uploading process.

Due to security risks associated with some file formats, the following file types are not able to be opened by the City: DOCM, DOT, XLS, XLSM, XLSB, XLT, PPT, PPTM, TIF, or RTF.

All of these formats can contain malicious code. The City will not accept ZIP files. Alternatively, you could convert these files to PDF.

For assistance on how to upload, contact MITN directly at (800) 835-4603.

As this ITB is being made available by electronic means, the proposer accepts full responsibility to ensure that no changes are made to the ITB documents. In the event of conflict between a version of the ITB submitted by proposer, the version maintained by the City of Novi Purchasing Department shall govern.

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.

SUBMISSION OF BID

To be considered, bids must be submitted as specified in the Notice page, on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone bids are not acceptable.

Bids must be signed by an Authorized Representative of the submitting company on the enclosed form when one is provided. Bids must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. ANY CHANGES MADE ON THE BID FORM MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

A bid may be withdrawn by giving written notice to the Purchasing Manager <u>before</u> 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.

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

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

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 of 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.

INELIGIBILITY OF IRAN LINKED BUSINESS

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

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.

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.

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

The City may, from time to time, find it necessary to continue this contract on a monthto-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.

VENDOR DISQUALIFICATION

The City maintains the right to disqualify vendors under the following conditions:

- In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
 - (a) Failed to provide the service or supplies required;
 - (b) Provided the service or supplies in an untimely manner causing delays and interference;
 - (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
 - (d) Exhibited poor quality of performance in delivering the service;
 - (e) Delivered poor quality of goods;
 - (f) Failed to comply with laws and ordinances relating to the contract performance;
 - (g) Defaulted on its quotations;
 - (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.
- 2. Vendors who are listed on the Excluded Parties List System at <u>www.sam.gov</u>

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.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

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 PREPAYMENTS

Any bid submitted which requires a down payment or prepayment prior to delivery and full acceptance, as being in conformance with specifications, will not be considered for award. No payments will be made until work is performed/goods are received to the satisfaction of the authorized City representative.

INVOICING

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to: <u>invoices@cityofnovi.org</u>. This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.

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.

SAMPLES

Samples for testing may be requested by the City of Novi during bid evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for bid rejection.

INDEPENDENT PRICE DETERMINATION

By submission of a bid, the offeror 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 offeror or with any other Competitor; and

(b) No attempt has been made or will be made by the offeror 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 offeror'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 offeror'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.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).



CITY OF NOVI

DANIEL DEFENSE RIFLES

SPECIFICATIONS

BASE BID-Rifle

The City of Novi is requesting bids for twenty-eight (28) new Daniel Defense DDM4 V4S, semi auto, 5.56mm, 11.5" barrel, patrol rifles (SKU#: 02-088-11034/ black). Additional specifications are:

- LOWER RECEIVER: Mil-Spec with Enhanced Flared Magazine Well and Rear Receiver QD Swivel Attachment Point. CNC Machined of 7075-T6 Aluminum, Type III Hard Coat Anodized
- UPPER RECEIVER: Mil-Spec with Indexing Marks and M4 Feed Ramps. CNC Machined of 7075-T6 Aluminum, Type III Hard Coat Anodized
- BARREL: Chrome Moly Vanadium Steel, Cold Hammer Forged, 1:7 twist, 11.5" Govt Profile, Chrome Lined, MP tested, and Mil-Spec Heavy Phosphate Coated, and HP/MPI Tested
- GAS SYSTEM: Pinned Low Profile Gas Block CNC Machined of 4140 hardened steel and Mil-Spec Heavy Phosphate Coating, Carbine Length, Direct Impingement
- MUZZLE DEVICE: Daniel Defense Flash Suppressor, 17-4 PH Stainless Steel, Salt Bath Nitride Finished
- BOLT CARRIER GROUP: M16 Profile, Mil-Spec MP Tested, Chrome Lined, Properly Staked Gas Key
- BUFFER: H Buffer
- HANDGUARD: DDM4 Rail 10.0, CNC Machined of 6061-T6 Aluminum, Type III Hard Coat Anodized
- CHARGING HANDLE: GRIP-N-RIP Charging Handle, Body CNC Machined of 7075-T6 Aluminum, Handles & Latch CNC Machined of 6061-T6 Aluminum, Heavy Duty Stainless Steel Roll Pins, Type III Hard Coat Anodized
- RECEIVER EXTENSION: 6 Position Mil-Spec 7075-T6 Aluminum
- BUTTSTOCK: Daniel Defense Buttstock, Glass Filled Polymer with Soft Touch
 Overmolding
- PISTOL GRIP: Daniel Defense Pistol Grip, Glass Filled Polymer with Soft Touch Overmolding
- GRIP: Daniel Defense Vertical Grip, Glass-Filled Polymer with Soft-Touch
 Overmolding
- RAIL PANELS: Daniel Defense Rail Panels made from Santoprene, heat resistant to 300° F.

Installed Daniel Defense AR-15 Iron Sets

The bid also includes twenty-eight (28) installed Daniel Defense AR-15 Iron Sight Set (Rock & Lock) (SKU#: 19-088-09116). Additional specifications are:

- Aircraft Grade 6061-T6 Aircraft Grade Aluminum
- Military Specification Type III Hard Coat Anodized
- Patented Rock & Lock Attachment Technology

Additional Daniel Defense DD Magazines:

The bid also includes one hundred sixty-eight (168) Daniel Defense DD Magazines (SKU#: 13-072-16539-006). Additional specifications are:

- 32-round capacity in the same size magazine as industry-standard 30round magazines
- Lightweight carbon-fiber-reinforced polymer construction
- Surface grip feature for performance-driven control in all situations
- Improved feed lip design for optimized feeding and reliability
- Impact absorbing baseplate design for long-lasting durability
- Enhanced anti-tilt follower for reliable feeding
- Easy to disassemble for cleaning
- Snag-free design

NO SUBSTITUTIONS for any portion of the bid.

Warranty:

The manufacturer's warranty must be included with each rifle, and a copy of the manufactures warranty shall be submitted with the bid.

Packing and Manuals:

All Daniel Defense rifles must be received in the original Daniel Defense 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-eight (28) Sig Sauer 516 semi-automatic, 16-inch barrel, patrol rifles chambered in 5.56mm for trade-in. The rifles are outfitted with front and rear flip up sights along with tactical mountable flashlights. Trade also includes one hundred forty-five (145) standard p-magazines and twenty (20) magazine couplers. Trade-in will take place after transition training is complete. Bidder is responsible for pickup and delivery of rifles, magazines, and couplers 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.



CITY OF NOVI

DANIEL DEFENSE RIFLES

BID FORM

Company Name:_____

Quantity	Description	Unit Price	Total Price
28	Rifles, as specified	\$	\$
28	Installed Daniel Defense AR-15 iron sight set	\$	\$
168	Additional magazines, as specified	\$	\$
1	Trade-in, rifles and magazir	\$	
		TOTAL	\$

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 ______ 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: ______

We acknowledge receipt of the following Addenda: _____

(please indicate numbers)

EXCEPTIONS TO SPECIFICATIONS (all exceptions <u>must</u> be noted here):

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 Coo	perative members and
associate entities under the same prices, terms, and con	ditions until
(date).	

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

THIS BID SUBMITTED BY:			
Company (Legal Registration)			
Address			
91			1
City	State	Zip	
Telephone	Fax		
Representative's Name			
Representative's Title			
Authorized Signature			
E-mail	e		
Date			