



INVITATION TO BID

Benelli Shotguns, Accessories and Trade - In

City of Springfield
Police Department
Springfield, Oregon 97477

January 21, 2011

**CITY OF SPRINGFIELD
OREGON**

**Invitation to Bid
Police Department
Shotguns, Accessories and Trade In**

Sealed bids will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 11th of February, 2011 and opened at 2:00 p.m. local time the same day, for proposals regarding a Police Shotguns, Accessories and Trade In. Sealed bids must be marked "**ITB: Shotguns, Accessories and Trade In**".

Proposal packets are available on the City's website at www.springfield-or.gov (select the hyperlink from the left menu titled *Purchasing/Contracts* then *ITB: Shotguns, Accessories and Trade In*) or by contacting Jayne McMahan at (541)726-3708 or by email: jmcmahan@springfield-or.gov.

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Invitation to Bid when doing so is deemed to be in the best interest of the City.



Robert J. Duey
Finance Director
City of Springfield, OR

Publication Schedule:

The Register Guard: January 21, 2011
Daily Journal of Commerce January 21, 2011

I. Project Overview

The City of Springfield Police Department is seeking to replace their Remington model 1187 and shotgun accessories. The City Council has approved a Special Procurement process as defined under ORS 279B.085 to purchase the brand name Benelli for the shotgun.

II. Overall Project Description and Specifications

The City of Springfield Police Department is soliciting bids to replace their Remington model 1187. The City Council has approved a Special Procurement process as defined under ORS 279B.085 to purchase the brand name Benelli.

This solicitation is for the purchase of shotguns and accessories through June 30, 2012. Bids may be awarded to multiple vendors.

Bids submitted must include the trade in allowance for the current Remington 1187 semi-auto shotguns purchased in 1998.

Attachment 1 herein provides the descriptions and specification requirements for Springfield Police shotguns, accessories and trade in allowance.

III. Bid Format

Bid packets must include the items listed below.

- A. Bidder's firm name, mailing and physical addresses, telephone number, fax number, and taxpayer identification number.
- B. Primary contact person's name, title, phone number, fax number and email address.
- C. Complete specifications for the shotguns and accessories you propose, indicating the Unit Price for each item.
- D. Attachment 1, *Benelli Shotgun, Accessories Specifications and Trade In Allowance*, must be completed, signed, and returned.
- E. Any deviations from the listed specifications shall be noted as an exception and fully explained on an attached sheet, *Exceptions to Specifications*. City shall evaluate all requests for exceptions received in writing on or before January 28, 2011. Consideration will be given to whether or not the alternate product(s) will adequately do the job in terms of quality, performance, and functionality. Particular consideration will be given to the documentation or certification included with each request for consideration. Attached documentation, including but not limited to, specific catalog numbers must be sufficient to adequately consider the proposed alternative. The City has the final authority to determine which equal or greater specifications are acceptable and which are not and will notify Bidders on or before February 4, 2011 of City's determination.
- F. Include complete information on product guarantees and copies of all product warranties.

- G. Formally acknowledge that all equipment will be delivered (FOB) City of Springfield. Springfield, OR 97477.
- H. Include projected turnaround times for routine orders, as well as, projected turnaround times for emergency replacement purchases.
- I. Attachment 2, Authority to Bind Bidder, must be signed by a member of your firm with authority to legally bind your firm and returned as part of the submittal packet.
- J. Submission of Equal or Greater Specifications: All equal specifications offered by Bidders, will be evaluated by the City for quality, performance, functionality or other characteristics to meet City requirements. If accepted, they will be compared to the original specifications and scored accordingly. Proposals shall clearly identify all equal or greater specifications submitted.
- K. Failure to submit a complete bid including all items listed above may result in disqualification.

IV. Schedule for Selection Process

Invitation to Bid package available	January 21, 2011
ITB Advertised	January 21, 2011
Requests to Consider Equal Specification Due	January 28, 2011 5pm Local Time
City’s Determination regarding Equal Specs	February 4, 2010
Bids Due by	February 11, 2011 2pm local time
Intent to Award Notice	February 16, 2011 (approximate)
Award	February 23, 2011 (approximate)

Prospective bidders may contact Jayne McMahan PH: 541-726-3708 email: jmcmahan@springfield-or.gov for further information regarding this process. **Contact with other City officials may be grounds for disqualification.**

V. Instructions to Bidders

Copies of the Invitation to Bid maybe downloaded from the City of Springfield website at <http://www.springfield-or.gov> (select the **Purchase/Contracts** hyperlink) and then the hyperlink titled: ***ITB: Benelli Shotguns, Accessories and Trade In***

As a minimum mandatory requirement, each proposal must include (1) Original and (4) copies of the bid clearly marked **“ITB: Benelli Shotguns, Accessories and Trade In”** and contained in a sealed envelope or box shall be received no later than **February 11, 2011 2pm local time at the following address:**

City of Springfield
Finance Department
Attention: Jayne McMahan, Sr. Management Analyst
225 Fifth Street,
Springfield, Oregon 97477

Bids will be opened on **February 11, 2011 2pm local time** in the Springfield City Hall at 225 Fifth Street, Springfield, Oregon.

All bids shall be valid through 60 days after ITB closing date.

VI. Late Bids Not Considered

Bids must be received by the time specified at the address listed above. Any bids received after the deadline will not be considered.

VII. Addenda To ITB

In the event that it is necessary to amend, revise, or supplement any part of the ITB, City of Springfield will post addenda on the City website (www.springfield-or.gov) (select the **Purchase/Contracts** hyperlink and then the hyperlink titled: **Addendum: Benelli Shotguns, Accessories and Trade In**) and will make reasonable effort to provide addenda to all bidders to whom City provided the initial ITB. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the ITB. City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the ITB, the decision of City shall be final and binding upon all parties.

VIII. Contract

The successful bidder will be expected to enter into a contract with the City. (Attachment 3 – replicates a sample agreement.)

IX. Negotiation Of Agreement

City reserves the right to negotiate a final contract which is in the best interest of City considering cost effectiveness and quality control. Once a tentative selection has been made by the evaluation committee, Staff will attempt to negotiate a contract with the preferred Bidder. If the negotiations are not successful, staff will negotiate with other qualified Bidder in the order of their respective qualifications until an agreement is reached or staff decides to terminate the selection process. If contract negotiations are successful, the contract will be forwarded to the appropriate City authority for approval.

X. City Selection Discretion

City reserves the right to reject any or all bids and to waive irregularities and informalities in the selection process. The City further reserves the right to negotiate, amend, and refine bids in consultation with one or more of the prospective bidders.

XI. Bid Ownership

All material submitted by the bidders shall be considered property of City, and City shall not be required to return same to any bidder. The material submitted by bidder will be treated in the same manner as City's own records.

After bid opening, all bids become part of the public record and are available for public review unless exempt under Oregon Public Records Law. Bidders wishing to exempt appropriate portions of their bids from disclosure as public records are encouraged to discuss their concerns with City's Finance Director (address listed below) prior to the submissions of their Bids.

Bob Duey, Finance Director
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

XII. Exceptions To ITB

If, for any reason, a bidder should desire an interpretation of a term or condition of this RFP, find fault, with the structure of this ITB or with the evaluation process, concerns may be submitted in writing to:

Jayne McMahan Sr. Management Analyst
City of Springfield
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708
Fax: (541) 726-3782

Emailed questions must use the subject line, "**Request for Interpretation – ITB: Benelli Shotguns, Accessories and Trade-in**". Such request shall be delivered at least five working days prior to the ITB closing date. City will make every effort to answer questions and, if warranted, to amend the ITB. Responses to questions and amendments to the ITB will be posted on the City of Springfield home page (www.springfield-or.gov, click on the Purchase/Contracts page). Bidders who are unable or unwilling to meet any of the requirements of this ITB should include, as part of their response, written exceptions to those requirements. If you wish to change a term or condition of this RFP see XIII below.

XIII. Comments And Protest Procedures

A prospective bidder may deliver to the Jayne McMahan, a written request for change to any of the specification listed in this Invitation to Bid. Such request shall be delivered at least eleven working days prior to the ITB closing date. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request,
- A description of the resulting prejudice to the prospective bidder,
- A statement of the form of relief requested or any bid changes to the specifications.

The City will review the specification change request and notify the prospective bidders of the decision in writing prior to the ITB closing date. To the extent possible, the City will notify other prospective bidders of any changes or modifications to the Invitation to Bid.

XIV. Complaints

Any bidder who has submitted a proposal to the City of Springfield and who is adversely affected by the City's award of the Contract to another bidder and who desires to protest said award shall submit within seven days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City of Springfield. Such right to protest shall conform to the requirements of OAR 137-030-0104(1) and specify the grounds upon which the protest is based.

Failure to file a protest as specified herein waives proposer's right to protest or contest the award. An adversely affected bidder must exhaust all avenues of administrative relief and review before seeking judicial review of the City's Contract award. Concerns must be submitted to:

Robert Duey
Finance Director
City of Springfield
225 Fifth Street
Springfield, OR 97477

XV. Cost Of Proposal

The City of Springfield is not liable for any costs incurred by vendors for the preparation and presentation of their bids. This includes any costs in the submission of a bid or in making necessary studies or designs for the preparation thereof.

ATTACHMENT 1
Benelli Shotgun, Accessories Specifications and Trade In Allowance

Item No.	Description	Specifications	Approximate Quantity	Vendor's Bid per each unit*	Vendor's Bid for total quantity
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*Vendor per unit bid must be valid until June 30, 2012

1 Benelli M4 11724 14" barrel, three position collapsible pistol grip stock, ghost ring sights with tritium inserts

3

2 Benelli M4 11722 14" barrel, pistol grip fixed stock, ghost ring sights with tritium inserts

24

Specifications

Weight	Length	Width	Height
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3 Picatinny railed forend for the Benelli M4 shotgun. Three sided railed forend allowing mounting of a variety of accessories. Constructed of aerospace aluminum with a hard-anodized finish.

8.00 oz	7.79 inches	2.29 inches	2.27 inches
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27

1st choice for weaponlight- City will choose either 4a or 4b.

4a	Compact LED long gun weaponlight. Aerospace aluminum body, Mil-Spec hard-anodizing finish, and O-ring and gasket sealed. Self-adjusting throw-lever for picatinny rail attachment. Max output of 350 lumens required. Tactical runtime of 1.5 hours required. Operates on a maximum of two 123A lithium batteries. Must accept momentary-on and constant-on remote pressure operating switch.	6.4 oz	3.8 inches	2.00 inches	1.8 inches	27	<hr/>
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2nd choice for weaponlight City will choose either 4a or 4b.

4b	Long gun LED weaponlight. Aerospace aluminum body, Mil-Spec hard-anodizing finish, and O-ring sealed. Integral throw-lever clamp for picatinny rail attachment. Maximum output of 200 lumens required. Tactical runtime of two hours required. Operates on a maximum of two 123A lithium batteries. Must accept momentary-on and constant-on remote pressure operating switch.	6.3 oz	5.3 inches	1.8 inches	1.5 inches	27	<hr/>
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5	Remote operation switch for weaponlight. Must have a momentary-on pressure-pad switch and a constant-on pushbutton switch integrated into a single unit with a single snap-on clamp for attachment to picatinny railed forend.		7 inches			32	<hr/>
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6	Six shot side saddle shell carrier for the Benelli M4 shotgun. Shell carrier body constructed from 6061-T6 aircraft aluminum with a mil-spec hard anodized non-glare finish. An elastomer / thermoplastic must be integrated inside the bores of the shell carrier to ensure retention of shotgun shells. Shell carrier must mount to the weapon by utilizing the six factory-tapped rail mounting holes in the top of the Benelli M4 receiver. The top of the shell carrier must include a section of picatinny rail for accessory attachment.	27	
7	Tactical Bolt Release Pad for the Benelli M4 Shotgun. Oversized knurled bolt release pad made from 4140 ordnance steel with a black manganese phosphate finish.	30	
8	Tactical Charging Handle for the Benelli M4 Shotgun. Oversized, knurled, round rotating tactical charging handle for the Benelli M4 Shotgun. Made from 4140 ordnance steel, heat-treated to Rockwell 45 C hardness and matte black, mil-spec manganese phosphate finish.	30	
9	Sling for the Benelli M4 shotgun. Required versatile two-point design allowing for a variety of carry and shooting positions. Must have quick adjustment capability to enable the shooter to quickly change the sling length and yet have no excess material to flap or tangle before or after adjustment. Sling design must allow for various attachment methods or hardware to be utilized. Body of the sling shall be made from black webbing that is 1.25 inches wide. Construction must be of superior materials and stitching as comparative to other like products.	27	

Trade in allowance

Item No.	Description		Approximate Quantity	Vendor's Bid per each unit	Vendor's Bid for total quantity
1	Remington 1187 semi-auto shotguns for trade purchased in 1998		28	_____	_____

Completed and Signed by:

(Signature)

Title _____

(Print Name)

Phone _____

(Firm Name)

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Attachment 2

Authorization to Legally Bind Bidder

The person executing this Bid and the instruments referred to herein on behalf of the Bidder has the legal power, right, and actual authority to submit this Bid, and to bind the Bidder to the terms and conditions of this Bid.

(Signature of person authorized to bind Bidder)

Dated

Print Name of Person Signing as authorized to bind Bidder

Firm Name

Phone

Address

Fax

City, State, Zip

email address

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**ATTACHMENT 3
Sample Contract**

**CITY OF SPRINGFIELD
PURCHASE AGREEMENT**

Dated: December 6, 2010

Parties: City of Springfield (“CITY”)
A Municipal Corporation of the State of Oregon
225 A Street
Springfield, OR 97477
and

(“ Seller”)

Additional Contractor Information:

a) Type of Entity: Sole Proprietorship Partnership
 Limited Liability Comp Corporation

b) Address:

b) Telephone:

c) Fax No. :

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

- 1. Personal Property to be Delivered.**
- 2. Payment by CITY.** Net 30 days.
- 3. Warranty.** Seller shall warrant....
- 4. Intergovernmental Cooperative Purchasing.** The Seller agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Springfield usage only. A public agency wishing to purchase items will execute its own contract with the awarded bidder for its requirements.
- 5. Remedies.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Oregon, and any litigation arising out of this

agreement shall be conducted in the Courts of the State of Oregon, County of Lane.

- 6. Indemnification and Hold Harmless.** The Seller shall defend, indemnify and hold harmless the City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with performance of this Contract by the Seller except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of the City.

The Seller shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Seller, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other causes whatsoever. The Seller shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Seller or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether an act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Seller or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Seller shall not be liable for, nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents, or employees. The absence of or inadequacy of the liability insurance required in section 13 shall not negate Independent Contractors obligations in this paragraph.

7. Insurance.

- 7.1 General Insurance.** The Seller shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will be endorsed with a "per project" aggregate endorsement. Automobile Liability (owned, non-owned, and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract, on the General Liability policy as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Seller or the fault of the Independent Contractor's agents, representatives or subcontractors. The City's additional insured status for Products and Completed Operations hazards shall extend for at least one year beyond the completion of the project. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City Risk Manager must approve the terms, conditions and limits prior to commencement of any work.

- 7.2. **Workers' Compensation.** Seller shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws.
- 7.3. **Evidence of Coverage.** Evidence of the required insurance coverage's issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.
- 7.4. **Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance Company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Jayne McMahan (jmcman@cspringfield-or.gov), Sr. Management Analyst at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. _____ (Seller initials).
- 7.5. **Equipment and Material.** Seller shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 7.6. **Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.
- 8. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.
- 9. **Term.** This Agreement is effective as of the date first set forth and shall continue until _____ unless terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.

CITY OF SPRINGFIELD:

SELLER

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____
