

**City of Springfield, OR  
Police Department  
RFQ 2072 Patrol Rifles**

**June 6, 2018**

Supplier,

You are receiving this email as you have been identified as one who may have an interest in responding to our Request for Quote (RFQ).

The City of Springfield Police Department is soliciting bids for the Patrol Rifle Project.

This solicitation is for Springfield Police Department, Patrol Rifles and must be completed no later than August 15, 2018. The successful bidder will be required to enter into a City Contract (sample attached) and provide a [certificate of liability insurance](#) naming the City as an additional insured. Any additional information regarding the RFQ will be posted on the City's website at <http://www.springfield-or.gov/RFPAGE.HTM>.

If you intend to bid and/or if you have any questions regarding the bid items or process the deadline to respond is June 13<sup>th</sup>, 2018.

**Bids are due June 21, 2018, 5:00 pm PST** either mailed via USPS, UPS, Fed Ex, or Email to: Jessica Crawford, Springfield Police Department, 230 4th Street Springfield, OR 97477 or [jcrawford@springfield-or.gov](mailto:jcrawford@springfield-or.gov). No faxed bids will be accepted. **No late bids will be accepted.**

If the bidder chooses to use email as means of submission then be advised that all emails inbound have a limit of 10 megabytes. This is inclusive of both the email itself and all attachments. Emails also are subject to passing through our email server security which may also result in non-delivery of the email to the intended recipient. It is the responsibility of the bidder to ensure your bid was received by the city close date and time. The city will not make any allowance for bids that may not get delivered by the close date and time.

**Submitted bid packets must include the following items:**

1. Completed and signed bid form
2. Completed MWESB Form
3. Acceptance of Contract terms and conditions and ability to comply with insurance requirements
4. Warranty information
5. GSA Contract (if used to quote)

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.

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.

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.

OCT 2017

If any prospective bidder requires special assistance or auxiliary aids during the proposal, evaluation or award process, please contact Jessica Crawford at 541-744-4176 at least two (2) business days prior to the required assistance. TTY users dial Oregon Relay Services at 711.

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

If you have any questions regarding the RFQ after reading the document posted please contact me via email. **Any contact with any other City employee regarding this RFQ or the process will be grounds for disqualification.**

Jessica Crawford  
Management Analyst  
Springfield Police Department  
[jcrawford@springfield-or.gov](mailto:jcrawford@springfield-or.gov)  
541-744-4176

OCT 2017



**Statement of Work  
Request for Quote**

Name of Company \_\_\_\_\_

**Solicitation #S2072**

**DUE DATE:** Quotes will be received by Jessica Crawford, 230 4th Street, Springfield OR 97477 until 5:00 pm, June 21, 2018.

Late bids will not be accepted.

All questions should be addressed via email to jrcrawford@springfield-or.gov

**Springfield Police Department - Patrol Rifles**

The City of Springfield Springfield Police Department is seeking a qualified vendor to supply new rifles and accessories meeting the specifications below. The vendor must provide a trade in value for the listed used firearms, to be used towards the purchase price of new firearms.

**PROJECT DESCRIPTION:** The Department is seeking a qualified vendor to supply twenty-five (25) new rifles and rifle accessories meeting the specifications below. The rifles will be used by police patrol officers and will be transported in police patrol vehicles. The Department is also seeking trade-in value &/or compensation for twenty (20) used rifles and twenty-two(22) used shotguns. The firearm trade-in value will be utilized as a credit towards the total cost of the new rifles. The firearm trade-in is required and not optional. Delivery of new rifles and trade-in firearms will be performed on site at the Springfield Justice Center, 230 4th Street, Springfield, Oregon. The Department will not be responsible for any shipping costs. Delivery of trade-in firearms to vendor must occur after receipt of new rifles. The Department prefers to deliver trade-in firearms after new rifles are received, equipped, and ready for field use, which would require no more than ten business days. New rifles must be received by the Department no later than August 15, 2018.

Item #	Requirements or Specifications	Specification Met	Cost Per Unit	Total Cost	Deliver time from contract signing	Note "Brand Name or Equal Specification" means to specification that uses one or more manufacturer's names, catalog numbers, or similar identifying characteristics to describe the standard of quality, performance, functionality or other characteristic needed to meet the contracting agency's requirements. Such a specification authorizes bidders or proposers to offer goods or services that are equivalent or superior to those brands named or described in the specifications. The City shall determine if the proposed substitution is equal or superior based on submittals given to us during the proposal process. All contractors will be notified of the "equal or superior substitution" prior to submitting their proposals, allowing everyone to bid the approved alternative product, if desired.
Yes or No						
<b>1.0</b>	<b>Rifle procurement</b>					
1.1	Twenty-five (25) new rifles, with following specifications:					
	5.56x45mm NATO caliber (.223 Remington)					
	Direct Gas Impingement					
	Length with stock expanded between 32.75" and 33.25"					
	Length with stock retracted between 29.5" and 30"					
	Barrel length of 14.5"					
	Twist rate 1:7" RH					
	Fixed front sight (m4)					
	M4 feed ramps					
	Torqued and staked carrier key					
	Chrome lined barrel					
	Muzzle device must NOT be permanently attached					
	Compatible with Aimpoint, Comp M4 sites					
1.2	Optional					
	Detachable carry handle rear sight or M1913 rail mounted rear sight					
<b>2.0</b>	<b>Trade in firearms</b>		Trade-In Value Per Unit	Total Trade-In Value		
2.1	Twenty (20) Colt Law Enforcement Carbines, with following accessories:					
	GG&G Cantilever Optic Mount					
	Aimpoint Comp M2 red dot optic					
	Vickers tactical sling					
2.2	Twenty-two (22) Benelli M4 14" shotguns, with following accessories:					
	GG&G bolt knob					
	GG&G bolt release					
	Surefire M80 hand guard					
	Surefire Scout weapon light with Surefire dual pressure switch					
	Vickers tactical sling					
	Mesa Tactical Suershell side saddle style shell holder					
<b>3.0</b>	<b>Net Cost</b>					
3.1	Total Net Cost (New firearms cost less firearm trade in value - do not include optional rear sight from 1.2)					
<b>4.0</b>	<b>Firearm Exchange Process</b>					
4.1	Delivery of trade-in firearms to vendor must occur after delivery of new rifles.					
4.2	Delivery of trade-in firearms to vendor after new rifles are received, equipped, and ready for field use. Department ensure delivery of trade-in firearms no more than ten business days from receipt of new rifles.					
<b>License Information</b>						
<b>License #</b>	<b>Type of License, name of Issuing Authority</b>	<b>Expiration Date</b>				
<b>Prior Experience</b>						
<b>Name of Customer</b>	<b>Description and \$ Value of Project</b>	<b>Ph. #</b>				

**Special Instructions:**

Valid for 30 Days from date submitted below.

Signer acknowledges that they have the legal authority to bind entity.

Signer acknowledges that they have read and accept the terms and conditions of the contract and can meet the insurance requirements.

If this is a BOLI project signer acknowledges that they quoted using BOLI wages.

Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way.

Proposer must clearly identify all products quoted. Brand name and model or number must be shown.

CITY reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of CITY.

CITY may reject any Quote not in compliance with the RFQ, attachments, and addenda, or if it is in the best interest of CITY.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Print Proposer Name

\_\_\_\_\_  
Title of Proposer

Submitted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Proposer Address

\_\_\_\_\_  
Proposer Phone #

# Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise



MWESB/DBE Voluntary Self-Declaration for City Procurement # \_\_\_\_\_ or Project No. P \_\_\_\_\_

The City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the Department. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business and construction communities. The Department does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the Department will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Prime Bidder/Proposer: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

CCB#/PE#/Other Registration: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Please check each box indicating the business certification type that your firm has with the State of Oregon or the federal government, if any:

- Oregon Minority-owned Business
- Oregon Woman-owned Business
- Oregon Emerging Small Business
- Federal Disadvantaged Business Enterprise (DBE)

First Tier Sub-contractors:

For each First Tier Subcontractor, provide the same information, using additional sheets as necessary:

CITY OF SPRINGFIELD  
PURCHASE AGREEMENT  
Contract #XXX

Dated:

Parties: City of Springfield "CITY"  
A Municipal Corporation of the State of Oregon  
225 5<sup>th</sup> Street  
Springfield, OR 97477  
and

"Seller"

Additional Seller Information:

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

b) Address:

c) Telephone:

d) Fax No:

City Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage

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

- 1. Personal Property to be Delivered.** Seller shall deliver FOB Springfield, OR [XXXX] described in Attachment 1 quote dated [XXXXX] attached hereto and incorporated herein by this reference on or before [DATE]. Total cost will not exceed \$[X,XXX] net price including trade-in value of \$[X,XXX] for [description here].
- 2. Payment by CITY.** CITY will pay invoice on Net 30 day terms upon City acceptance of work, services performed or good delivered.
- 3. Invoice.** Invoice to be sent to: Accounts Payable - City of Springfield, 225 5<sup>th</sup> Street, Springfield, OR 97477 or email to [ap@springfield-or.gov](mailto:ap@springfield-or.gov). The invoice must reference this contract #XXX and approval code #362.
- 4. Warranty.** Seller shall warrant [Description of property] as described in Attachment 1.
- 5. Sourcing.** Seller was the lowest responsible bidder to the CITY issued RFQ # 2072.

## ATTACHMENT 3

### 6. First Point of Contact.

[Seller name]- [Seller contract name, email] PH [Seller ph #]  
City-[NAME and email] - PH: 541.[###.####]

7. **Work Performed.** The work to be performed by Seller includes services generally performed by Seller in his/her/its usual line of business.

8. **Tax duties and Liabilities.** Seller shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Seller.

9. **Indemnification and Hold Harmless.** Seller shall defend, indemnify and hold harmless 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 the performance of this Contract by Seller except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of 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 cause 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 any 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 10 shall not negate Seller's obligations in this paragraph.

### 10. Insurance.

a. **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 \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. 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 an Additional Insured 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 Seller's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits. Seller understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Seller agrees that the limits regarding liability insurance set forth in this Section 10 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

### ATTACHMENT 3

- b. Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Independent Contractor is exempt from coverage, a written statement signed by Independent Contractor so stating the reason for exemption shall be provided to the City.
  - c. Evidence of Insurance Coverage.** Evidence of the required insurance coverages 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.
  - d. 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 Seller shall provide written notice to the City contract manager within two days after the Seller becomes aware that their coverage has been canceled or has been materially changed. The Seller shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Sellers insurance coverage to cease or be modified, it is the Seller'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. \_\_\_\_\_(Contractor initials)
  - e. Equipment and Material.** The Seller shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
  - f. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.
- 11. Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Seller which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 12. Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 13. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 14. Nondiscrimination.** Seller shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 15. Americans With Disabilities Act Compliance.** Seller will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.
- 16. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Seller of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Seller of a Notice of Termination under this paragraph, the Seller and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Seller's work and payment therefore by CITY.

**ATTACHMENT 3**

- 17. Assignment/Subcontract.** Seller shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Seller of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Seller. Seller shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 18. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 19. Compliance with All Government Regulations.** Seller shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Seller.
- 20. Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Seller shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
- 21. Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 22. Choice of Law, Forum, Construction of Agreement.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.
- 23. 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.

CITY OF SPRINGFIELD:

SELLER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_