
BIDDER

BID SECURITY

CITY OF NEWARK
Delaware

CONTRACT NO. 13-11

PURCHASE OF SIG SAUER HANDGUNS

Notice

Return intact with properly completed
forms or bid may be rejected.

CITY OF NEWARK
Delaware

CONTRACT NO. 13-11

PURCHASE OF SIG SAUER HANDGUNS

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CITY OF NEWARK
Delaware

CONTRACT NO. 13-11

PURCHASE OF SIG SAUER HANDGUNS

NOTICE OF LETTING

Sealed proposals for contract No.13-11, Purchase of Sig Sauer Handguns, will be received in the Purchasing Office, Municipal Building, 220 South Main Street, Newark, Delaware 19711 2 p.m. prevailing time, Tuesday, July 16, 2013 and will be publicly opened and read aloud in the council Chamber shortly thereafter.

This contract is for purchases in 2013 and 2014 and is contingent upon available funding.

Two copies of the contract documents may be obtained by each prospective bidder in the Purchasing Office, 2nd Floor, Municipal Building, 220 South Main Street, Newark, Delaware or on the city website at www.cityofnewarkde.us.

CITY OF NEWARK
Delaware

CONTRACT NO. 13-11

PURCHASE OF SIG SAUER HANDGUNS

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form in a sealed envelope clearly identified with the bidder's name and marked, City of Newark - Contract No. 13-11, Purchase of Sig Sauer Handguns, and will be received in the Purchasing Office, 220 South Main Street, Newark, Delaware 19711 or until 2 p.m., prevailing time, Tuesday, July 16, 2013. **Each bid so submitted shall constitute an irrevocable offer good through December 31, 2014.**

2. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid. If a bid bond is submitted, the attached "Bond to Accompany Proposal" form must be completed and issued by a surety licensed to operate in the State of Delaware.

3. CONTRACT SURETY BOND

The successful bidder shall provide the City with a Contract Surety Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed contract within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder. If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as bid security shall be returned to all

unsuccessful bidders sixty (60) calendar days after the bid opening date and to the successful bidder upon submission of a satisfactory contract surety bond.

4. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

5. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

6. BID PRICE

The bid prices shall be F.O.B. Newark Police Department, Newark, Delaware. The bid price shall include all transportation and delivery.

7. INTENT OF SPECIFICATIONS

It shall be the vendor's responsibility to furnish the latest model equipment specifically indicated in the specifications and such other as may be necessary to provide the operation intended by the City. Whether or not they are specifically enumerated in the specifications, all parts necessary to provide a complete and efficient handgun shall be included in the bid. The vendor shall bear the entire responsibility for furnishing all the specified equipment (including that for which he may not be a dealer) in complete accordance with all the terms and conditions, including delivery, listed in this contract.

8. EXCEPTIONS/DESCRIPTIVE INFORMATION

Any and all exceptions which are taken to the specifications shall be noted in the space provided on the proposal form. Any exception to the specifications may be grounds for rejection of the bid.

9. EQUALS

Where a specific product is specified by catalog or model number, the acceptability of any other "or equal" product shall be subject to the sole judgment of the City of Newark.

10. WARRANTIES AND STANDARDS

The equipment will be unused in all component parts, including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds these, the standard units will be furnished. All materials will be free of defects. All standard manufacturer's warranties and guarantees shall apply. **Bidders must enclose a copy of the warranty policy with the bid proposal.**

11. WORKMANSHIP

Workmanship will conform to the best current manufacturing practice followed for equipment of the type. Component parts and units will be manufactured to definite standard dimensions with proper fits and clearances. The equipment will be ready for use.

12. FINAL INSPECTION

All equipment will be subject to final inspection. If, in any way, an item fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected items or materials will have to be replaced at the expense of the vendor.

13. ADVERTISEMENTS

It is further agreed that any vendor submitting bids will not use the name of the City in any advertisement without the written permission of the City Manager.

14. EEO AND DELAWARE BUSINESS LICENSE

The bidder shall possess all required business or other licenses and also be a fair and equal opportunity employer.

15. NONCOLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this contract.

16. ADDENDA AND QUESTIONS

Any changes to the contract documents shall be made by written addenda, issued no later than four (4) calendar days prior to the bid opening date. Bidders shall bear the entire responsibility for being sure they have received all such addenda. Any questions regarding the bidding process should be directed to Cenise Wright, Purchasing Administrator, City Manager's Office, at (302) 366-7022. Any questions regarding the Technical Specifications should be directed to Lt. Bill Hargrove, in the Police Department at (302) 366-7110 x105.

17. PAYMENT

No invoice will be processed for payment until the new equipment has been delivered and verification is made that the specifications under this contract have been met. Payment will be made within thirty (30) days of final acceptance of the equipment by the City.

18. FACTORY SERVICE and TRAINING

The contractor must provide warranty and repair service within the continental United States.

The Proposal must provide technical armorer's training and a service manual with proposal. Armorer training will be provided by Sig Sauer at a factory certified armorer's course at a location not more than 60 miles from 220 South Main St. Newark, DE 19711. Training must be completed within 12 months of acceptance of this contract. The Proposal must include a standard parts inventory list.

CONTRACT NO.13-11

PURCHASE OF SIG SAUER HANDGUNS

TECHNICAL SPECIFICATIONS

1. Sig Sauer P229 with E2 grip.
2. Each pistol will be supplied with owners operating manual.
3. Each pistol will be supplied with a gun lock.
4. Each pistol will be supplied with a hard plastic lockable storage box.
5. Each pistol will be supplied with three (3) magazines minimum. The magazines shall be of sturdy construction and have a bullet capacity of not less than twelve (12) rounds .40 caliber ammunition.
6. Each pistol will be supplied with SIGLITE night sights.
7. Each pistol will be engraved on the slide with departmental seal.
8. The pistol shall have a flat black, blued or other similar dark colored exterior finish, at least 90% salt water corrosion resistant.
9. The pistol shall function in the double/single action mode.
10. The pistol shall have a "Rail System" as integral part of the frame to allow the attachment or removal of common law enforcement pistol flashlight modules.
11. All pistols must be of the same make and model, be current models, and be new. Used, shopworn, prototype, experimental, demonstrator, or discontinued models are not acceptable.
12. The pistol shall reliably and consistently fire various bullet configurations of factory grade ammunition

meeting Sporting Arms and Ammunition Manufacturers Institute standards.

13. The pistol shall operate reliably, including the firing of all bullets from a fully loaded magazine until the magazine is empty.
14. The pistol slide shall lock back on an open, empty chamber after the last bullet in the magazine is fired.

CITY OF NEWARK
Delaware

CONTRACT NO. 13-11

PURCHASE OF SIG SAUER HANDGUNS

PROPOSAL

TO: The Mayor and City Council
Newark, Delaware

FROM: _____

The undersigned as a lawfully authorized agent for the below named vendor has carefully examined the General Provisions, Technical Specifications, and Proposal to be known as Contract No. 13-11 and binds himself/herself on award to him/her by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and Technical Specifications and any addenda shall be a part, and to furnish the equipment as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions and Specifications at the following named prices:

BID PRICE _____

EXCEPTIONS _____

Date: _____

BIDDER: _____

BY: _____

Its legally authorized representative

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

CITY OF NEWARK
Delaware

CONTRACT NO. 13-11

PURCHASE OF SIG SAUER HANDGUNS

BOND TO ACCOMPANY PROPOSAL

(Not Necessary if Certified or Cashier's Check Used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of
in the County of _____ and State of
Principal, and _____ of
as surety, legally authorized to do business in the State of
Delaware, are held and firmly bound unto the City of Newark in the
sum of _____ Dollars, to be paid to said City
of Newark for use and benefit of the Mayor and Council of Newark,
for which payment well and truly to be made, we do bind ourselves,
our and each of our heirs, executors, administrators and
successors, jointly and severally, for and in the whole, firmly by
these presents. Sealed with our seal, dated the
day of _____ in the year of our Lord, Two
Thousand and Thirteen (2013).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the
above bound principal _____ who has submitted to
said City of Newark, a certain proposal to enter into a certain
Contract No. 13-11, Purchase of Sig Sauer Handguns, shall be

awarded said Contract, and if said _____ shall well and truly enter into and execute said contract and furnish therewith such Surety Bond or Bonds as may be required by the terms of said Contract and approved by said City of Newark, said Contract, and said Bond to be entered into within fourteen (14) days after the date of official notice of award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN
THE PRESENCE OF
WITNESS:

SIGNED _____ (SEAL)

BY _____ (SEAL)

SIGNED _____ (SEAL)

BY _____ (SEAL)