



Virg Bernero, Mayor

## FINANCE DEPARTMENT

PURCHASING OFFICE  
124 W. Michigan Avenue, 8<sup>th</sup> floor  
Lansing, Michigan 48933-1603  
(517) 483-4124 / FAX (517) 483-4524  
<http://www.lansingmi.gov/finance/purchasing>

August 13, 2013

### NOTICE TO QUOTERS Q/14/015 MP5 FIREARMS AND MAGAZINES

*The City of Lansing officially distributes all Purchasing documents through the Michigan Inter-governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Our office no longer mails bid documents, notices or addendums to our vendors. To register for the MITN system or access bid information, including addendums, go to [www.mitn.info](http://www.mitn.info)*

Quotes marked "Q/14/015 MP5 FIREARMS AND MAGAZINES" will be accepted at the **Finance Department, Purchasing Section, 8th floor City Hall, 124 W. Michigan Avenue, Lansing, Michigan 48933, until 3:00 p.m., local time in effect on AUGUST 29, 2013.**

**Official City issued quote form must be returned via fax, U.S. mail, or in person.**

Quote results will **only** be released via email or self-addressed stamped envelopes. Please forward your email request to: [Darleen.Burnham@lansingmi.gov](mailto:Darleen.Burnham@lansingmi.gov).

The City of Lansing encourages quotes from all vendors including MBE/WBE vendors.

*The City of Lansing gives preference to Lansing-based job providers in the procurement of all goods and services, and will give priority to those firms that provide the City with goods the City may require for this or other projects as made or provided for by United States based firms, with appropriate documentation provided with bid response showing U.S. manufacturing or assembly.*

**Any contractual or quote package questions should be directed to Darleen Burnham, CPPB, Purchasing, at (517) 483-4129, fax (517) 483-4524. Technical questions may be directed to Sgt. Eric Eichenberg, LPD at (517) 483-4838.**

Darleen Burnham, CPPB  
Buyer, Purchasing

**Solicitation Number:** Q/14/015

**Solicitation Name:** MP5 FIREARMS AND MAGAZINES

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information regarding woman-owned, minority-owned and Lansing based business. This form will not be used during the evaluation of bids or proposals. You may return this sheet, which is voluntary, with your submittal or shortly thereafter. Please, do not staple this to your bid document.

**I. Where did your firm receive of this solicitation?** Please check all that apply.

City of Lansing Purchasing Web Page <http://www.mitn.info>

City of Lansing Purchasing Office

Other, please

list: \_\_\_\_\_

**II. Demographic Information:**

Is your firm located or have a business office within the corporate city limits of Lansing

yes \_\_\_\_\_ no \_\_\_\_\_

**III. Company Information**

**Federal Tax ID Number** \_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address (Street, City, State, ZIP)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

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

\_\_\_\_\_  
Email

Thank you for your participation.

**CITY OF LANSING**  
 FINANCE DEPARTMENT-PURCHASING SECTION  
 8TH FLOOR CITY HALL  
 124 W. MICHIGAN AVENUE  
 LANSING, MICHIGAN 48933

**THIS IS NOT AN ORDER**

NOTE: If your bid/quotation is not returned and **completed** on this form, it may not be considered.  
 Bid/quotation number must appear on outside of return envelope.

REQUEST FOR QUOTE # Q/14/015

FOR: MP5 FIREARMS AND MAGAZINES

DATE: August 13, 2013

LPD

**QUOTES DUE 3:00 PM, LOCAL TIME IN EFFECT AUGUST 29, 2013**

The City of Lansing Purchasing Office is requesting quotes for MP5 FIREARMS AND MAGAZINES per the following specifications and the attached specifications:

- **THE CITY WILL ACCEPT QUOTES FROM FEDERAL FIREARMS LICENSED DEALERS ONLY. NO SUBSTITUTIONS WILL BE ACCEPTED.**
- **PRICES QUOTED ARE TO BE FOB: DELIVERED with shipping costs included in your quoted price.**
- **Delivery date is ARO (after receipt of order). Indicate estimated delivery date ARO below and if you have the product in stock.**
- **Delivery Address: City of Lansing – Police Department, Firearms Range, 16001 Airport Road, Lansing, MI 48906**
- **NO SUBSTITUTIONS ON BRANDS THAT ARE SPECIFIED FOR CERTAIN ITEMS.**
- **Manufacturer Warranty information must be included when items are shipped.**
- **The City of Lansing reserves the right to award all or in part of the commodities requested, and to award to more than one (1) bidder submitting a quote. QUANTITIES ARE NOT GUARANTEED.**

ITEM	QTY	DESCRIPTION	UNIT PRICE EACH	TOTAL DELIVERED COST
1	3 EACH	Heckler & Koch MP5-N (NT) 9mm <ul style="list-style-type: none"> <li>• Navy Trigger Group</li> <li>• Threaded Barrel</li> <li>• Retractable Stock</li> <li>• Ambidextrous Sling</li> <li>• Front Night Sight</li> <li>• Surefire 6 Volt Forearm Light with Intermittent and Constant On Switch (Model 628LMF)</li> </ul>	\$	\$
2	18 EACH	30 Round Magazines (6 for each firearm)	\$	\$
		<b>TOTAL COST (items 1 and 2)</b>		\$

In Stock yes/no \_\_\_\_\_ Estimated Delivery Date ARO \_\_\_\_\_

The City reserves the right to accept any quote, to reject any or all quotes and to make the award in the best interest of the City.

**All vendors shall be current in payment of any taxes, licenses, fees, permits or any other monies due the City of Lansing at time of quote due date as per City of Lansing Ordinance Section 206.02(a)1(G).**

Any contractual or quote package questions should be directed to Darleen Burnham, CPPB, Purchasing, at (517) 483-4129, fax (517) 483-4524. Technical questions may be directed to Sgt. Eric Eichenberg, LPD at (517) 483-4838.

FEDERAL I.D.# _____	ADDRESS _____	<b>NOTE:</b> Quote results will <b>only</b> be released via email request.
COMPANY _____	CITY & STATE _____	
SIGNATURE _____	TELEPHONE _____	
PRINTED NAME _____	F.O.B. _____	
TITLE _____	SHIP VIA/ROUTING: _____	
DATE: _____	TERMS: _____	
<b>MICHIGAN CIVIL RIGHTS ACT</b> Contractor shall not discriminate in hiring or its terms and conditions of employment on the basis of race, religion, creed, nation origin, color, sex, marital status, age, height, or weight, nor on the basis of handicap except where the same is based on a bona fide job requirement. Neither shall Contractor discriminate in the sales of products or the rendering of services pursuant to this contract on the basis of any of those categories.		

DATE \_\_\_\_\_

REQUEST FOR QUOTE  
Q/14/015

**Please complete Section I and Section II.**

**Section I**

**QUOTE AND AWARD**

**Initial:** \_\_\_\_\_

The undersigned, having become thoroughly familiar with and understanding the entire quote documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this quote which will become a binding contract if accepted by the City of Lansing. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Lansing that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this quote document.

Please initial next to Quote and Award, sign Section II and submit with your response to this solicitation.

**Please be aware that this is a binding agreement, that a Purchase Order may not be issued for goods/services quoted, but that the City may elect to obtain those goods/services by the use of a procurement card and only by that method.**

**Section II**

**SIGNATURE**

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: (\_\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_



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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- (2) Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - (b) For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Purchasing Ordinance, Sec. 206.02 (a) (1) (G).

**[ ] I am able to certify to the above statements.**

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Name of Agency/Company/Firm *(Please Print)*

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Name and title of authorized representative *(Please Print)*

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Signature of authorized representative

Date

**[ ] I am unable to certify to the above statements. Attached is my explanation.**

**A. PREPARATION OF BID:** Execute bid fully and properly. Submit the bid on this form in a sealed envelope to this office prior to the opening time when bids will be publicly opened and read aloud.

**B. SIGNATURES:** All bids, notifications, claims and statements must be signed as follows:

(1) **CORPORATIONS:** Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.

(2) **PARTNERSHIPS:** Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If bid is signed by all partners no authorization is needed.

**C. REJECTION OR WITHDRAWAL:** The City reserves the right to reject any bids and to waive any defects in bids. Bids may not be withdrawn within 90 days after opening date without forfeiting bid security.

**D. CONTRACT:** Upon acceptance by the City, this document will constitute the contract. The contract, however, shall not be in force until the Contractor has complied with all of the requirements of insurance and bonds.

**E. DEFAULT TO CITY:** It is understood that any bidder who is in default to the City at the time of submittal of the bid shall have his bid under the proposal declared null and void.

### GENERAL CONDITIONS

#### **1. DEFINITIONS:**

"CITY" - the City of Lansing.

"DIRECTOR" - the head of the Department indicated in the proposal or his authorized representative.

"CONTRACTOR" - the bidder whose proposal is accepted by the City.

"NOTIFICATION" - written notice delivered in person or by mail.

"CONTRACT DOCUMENTS" - this document and supplemental specifications and drawings.

**2. CONFLICTS AND OMISSIONS:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. Directors decision shall be final.

**3. ROYALTIES, PATENTS, NOTICES AND FEES:** Contractor shall give all notices and pay all royalties and fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.

**4. MATERIALS AND WORKMANSHIP:** Unless otherwise specified all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material, or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the Director.

**5. OTHER CONTRACTS:** The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of such other contractors to execute their work as may be anticipated by these documents.

**6. INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the Director.

**7. TERMINATION FOR BREACH:** The City may terminate this contract for violations hereof when violations are not stopped immediately and corrected within a reasonable length of time after notification by the Director. In the event of such termination, the City may complete the contracted work and the contractor will be liable for any excess cost occasioned the City thereby and in such case the City

may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.

**8. GUARANTEE:** Contractor shall furnish the City with a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the City.

**9. PAYMENT:** Payment for the work will be made in one sum at the completion of the contract except that, at the City's option, partial payments aggregating 90% of the value of the completed work may be made at monthly intervals when the bonds in section 12 are furnished. If Contractor expects to request partial payments he shall submit a schedule of costs and quantities of the various parts of the work aggregating the total contract sum. When applying for payments, Contractor shall submit a statement based upon this schedule, itemized and supported as the Director may require.

Contract will not be considered complete until the work has been finally accepted by the City Unit and the Director and the following have been furnished:

(a) The required guarantees, and

(b) satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work, have been paid.

(c) If contract is terminated by the City, Contractor shall be entitled solely to payment for that portion of the contract completed by said Contractor at the time of termination minus set off and/or damage to City occasioned by Contractor's breach. Payment shall not be made until after contract project is completed, as determined by the Director.

**10. LIABILITY FOR TAXES:** When the terms of this contract involves the lease of property real or personal to the City, it is understood that lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the terms of the lease.

**11. INSURANCE:** No work connected with this contract shall be started until the Contractor has submitted evidence to the Director and City Clerk that (a) all workmen are insured to protect him from claims for damages for personal injury or death which may arise from operations under this contract and that (b) he is covered by \$1,000,000.00 combined single limit for personal injury and property damage. All of the above insurance shall be maintained during the life of this contract. The City shall be carried as an "Additional Insured". Partial payments shall not relieve the Contractor from full responsibility for any damage which may result from any cause including fire or other casualty until completion of the contract and final payment. Any casualties shall not relieve the contractor from performing the contract. All insurance must include an endorsement providing for twenty (20) days prior written notice of termination, expiration, or material change of terms.

**12. HOLD HARMLESS:** To the fullest extent permitted by law, the contractor/vendor shall indemnify, defend, and hold harmless the City of Lansing, its officers, agents, employees, elected, and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the contractor/vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.