



CITY OF LANSING
PURCHASING OFFICE
1232 Haco Dr.
Lansing, Michigan 48912
(517) 702-6197 / FAX (517) 702-6042
<http://www.lansingmi.gov/purchasing>

AUG. 25, 2015

NOTICE TO QUOTERS
Q/16/031
LESS LETHAL EQUIPMENT AND ACCESSORIES

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

Quotes marked “**Q/16/031, LESS LETHAL EQUIPMENT AND ACCESSORIES**” will be accepted at the **City of Lansing, Purchasing Office c/o LBWL, 1232 Haco Dr., Lansing, Michigan 48912**, until **3:00 p.m.**, local time in effect on **SEPT. 15, 2015.**

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: slr@lbwl.com City of Lansing encourages quotes from all vendors including MBE/WBE and Lansing-based 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 Stephanie Robinson CPPB, Senior Buyer, at (517) 702-6197, fax (517) 702-6042. Technical questions may be directed to LT. Eric Eichenberg at (517) 483-6841.

Stephanie Robinson, CPPB
Senior Buyer

Solicitation Number: Q/16/031

Solicitation Name: LESS LETHAL EQUIPMENT AND ACCESSORIES

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information on 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

Email Address for Contact Person

Contact Person

Thank you for your participation.

**SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE
IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012**

All bidders must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid. **The City of Lansing shall not accept a bid that does not include this sworn and notarized certification statement.** This form must be completed in its entirety.

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the compliance certification requirement provided in the City of Lansing Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the City of Lansing's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER:

_____ Name of Bidder
By: _____
Its: _____
Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____.

_____, Notary Public
_____ County, _____
My Commission Expires: _____
Acting in the County of: _____

CITY OF LANSING
PURCHASING OFFICE
1232 HACO AVE.
LANSING, MICHIGAN 48912

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/16/031
DATE: AUG. 25, 2015

FOR LESS LETHAL EQUIPMENT AND ACCESSORIES
LANSING POLICE DEPARTMENT

QUOTES DUE 3:00 PM, LOCAL TIME IN EFFECT SEPT. 15, 2015

The City of Lansing Purchasing Office is requesting quotes for Less Lethal Equipment and Accessories per the attached specifications. *Failure to complete and return all required forms may result in your quote being declared non-responsive. No substitutions will be accepted.*

ITEM	QTY	DESCRIPTION	PRICE PER EA DELIVERED	TOTAL PRICE	DELVD
A	24	DEF TECH 6325 EXACT IMPACT 40MM SPONGE ROUNDS	\$	\$	
B	48	DEF TECH 6525P EXACT IMPACT 40MM TRAINING ROUNDS	\$	\$	
C	24	DEF TECH 1160 37MM LIQUID OC FERRET ROUNDS	\$	\$	
D	36	DEF TECH 8902NRSC LOW ROLL NON RELOADABLE DISTRACTION DEVICES	\$	\$	
E	30	DEF TECH 1697TSC TRAINING FUZE W/SAFETY CLIP	\$	\$	
F	20	DEF TECH 1083 HC MILITARY STYLE MAX SMOKE	\$	\$	
G	10	DEF TECH 2040 OC FLAMELESS EXPULSION GRENADE	\$	\$	
H	500	SIMUNITION 9X19MM FX MARKING CARTRIDGES	\$	\$	
I		TOTAL		\$	

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 Stephanie Robinson, CPPB, Purchasing, at (517) 702-6197, fax (517) 702-6042. *Technical questions may be directed to Eric Eichenberg at (517) 483-6841.*

FEDERAL I.D.# _____	ADDRESS _____	NOTE: Quote results will only be released via email request.
COMPANY _____	CITY & STATE _____	
SIGNATURE _____	TELEPHONE _____	
PRINTED NAME _____	F.O.B. _____	
TITLE _____	SHIP VIA/ROUTING: _____	
DATE: _____	TERMS: _____	

MICHIGAN CIVIL RIGHTS ACT

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/16/031

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: (_____) _____

SPECIFICATIONS – Q/16/031

The City of Lansing Purchasing Office is requesting quotes for equipment for the Lansing Police Department.

1. 24 - Def Tech 6325 Exact Impact 40mm Sponge Rounds
2. 48 - Def Tech 6525P Exact Impact 40mm Training Rounds
3. 24 - Def Tech 1160 37mm Liquid OC Ferret Rounds
4. 36 - Def Tech 8902NRSC Low Roll Non-Reloadable Distraction Devices
5. 30 - Def Tech 1697TSC Training Fuze with Safety Clip
6. 20 - Def Tech 1083 HC Military Style Max Smoke
7. 10 - Def Tech 2040 OC Flameless Expulsion Grenade
8. 500 - Simunition 9X19mm FX Marking Cartridges

NO SUBSTITUTIONS WILL BE ACCEPTED.

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

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

Signature of authorized representative

Date

Q/16/031



CITY OF LANSING

PURCHASING OFFICE

1232 HACO DR.

LANSING MI 48912

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<http://www.lansingmi.gov/purchasing>

Virg Bernero, Mayor

**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:

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

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

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

Signature of authorized representative

Date

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.