### **CITY COUNCIL AGENDA**

September 24, 2018

b) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Glock Handguns - Police Department

Resolution #2018-09-137-J-4b Moved by Henderson Seconded by Abrahim

RESOLVED, That Troy City Council hereby **AWARDS** a contract to the low bidder meeting specifications: *Michigan Police Equipment Company of Charlotte, MI* to supply the Police Department with replacement Glock duty weapons, sights and magazines for an estimated total amount of \$119,952.50, less the estimated trade-in value of \$107,580.00 for an estimated total cost of \$12,372.50 not to exceed budgetary limitations at the unit prices as contained in the bid tabulation opened August 23, 2018, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

## **BLANKET ORDER**

CITY OF TROY

Police

500 W BIG BEAVER RD

TROY, MI 48084

CITY OF TROY

Police

500 W BIG BEAVER RD TROY, MI 48084 No. 2019-00000477 DATE: 10/05/2018 PAGE: 1 of 1 FOB DESTINATION

COUNCIL RESOLUTION 2018-09-137-J-4b INSTRUCTIONS

Return to Department

**VENDOR NO.** 100551

Vendor

MICHIGAN POLICE EQUIPMENT 6521 LANSING CHARLOTTE, MI 48813

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

		QUANTITIES ARE ESTIMATED AND WILL	BE ORDERED AS N	:EDED
QUANTITY	UNIT	DESCRIPTION	<b>UNIT COST</b>	TOTAL COST
120 25 10 115 155 115 200	Each Each Each Each Each Each Each Each	Model Glock 17 (Magazine capacity 17 rounds) Full-Size. Glock 17 (Magazine capacity 17 rounds) Full-size. Model Glock 19 (Magazine capacity 15 rounds) Mid-Size Model Glock 26 (Magazine capacity 10 rounds) Mini-Size Model Glock 43 (Magazine capacity 6 rounds) Back-up Sights for the Glock 17, 19 and 26; Ameri-Glo Bold GL-241 Sights for the Glock 43 Trijicon HD Night Sight Glock 17 Law Enforcement Magazines Glock 43 Magazines LESS Trade-ins DELIVER Handguns As per all Bid Specifications and in accordance with ITB-COT 18-36; and as per the direction of Lt. Satterfield and P.O. Zagacki.	357.0000 357.0000 357.0000 320.5000 70.0000 109.0000 17.5000 (107,580.0000) 0.0000	\$42,840.00 \$8,925.00 \$35,570.00 \$36,857.50 \$10,850.00 \$12,535.00 \$3,500.00 \$875.00 (\$107,580.00
		Entered By: Tonya Braden		\$12,372.50

Special Instructions:

CITY COUNCIL AWARD DATE: 9/24/28.

#### TERMS & CONDITIONS

- 1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes,
- Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully
  comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including
  vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
- 3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
- 4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a codefendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

MangBela Meerz

	Vendor Name:	, -	lice Equipment	CMP Distr	ibutors, Inc.	Kiesler Poli	ce Supply, Inc.
		Char	lotte, Mi	Lansi	ng, Mi	Jeffersonville, IN 30178685	
	Check:	9236	515092	128	0968		
PROPOS	SAL: FURNISH NEW GLOCK HANDGUNS FOR THE CITY O	F TROY POLIC	E DEPARTMENT				
EST QTY	/. DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
120	MODEL - Glock 17 (Magazine capacity 17 rounds) Full-Size	\$357.00	\$42,840.00	\$357.00	\$42,840.00	\$428.50	\$51,420.00
25	MODEL - Glock 19 (Magazine capacity 15 rounds) Mid-Size	\$357.00	\$8,925.00	\$357.00	\$8,925.00	\$428.50	\$10,712.50
10	MODEL - Glock 26 (Magazine capacity 10 rounds) Mini-Size	\$357.00	\$3,570.00	\$357.00	\$3,570.00	\$428.50	\$4,285.00
115	MODEL - Glock 43 (Magazine capacity 6 rounds) Back-up	\$320.50	\$36,857.50	\$320.50	\$36,857.50	\$320.50	\$36,857.50
Estimated Glock Total:		<u>\$92,</u>	192.50	\$92,1	92.50	92.50 \$103,275.00	
SIGHTS							
EST QTY	DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
155	Sights for the Glock 17, Glock 19 and Glock 26 Ameri-Glo Bold GL-241	\$70.00	\$10,850.00	\$82.13	\$12,730.15	Cost included	
115	Sights for Glock 43 Trijicon HD Night Sight	\$109.00	\$12,535.00	\$118.56	\$13,634.40	\$97.50	\$11,212.50
	Estimated Sights Total:	<u>\$23,</u> 3	<u>\$23,385.00</u>		64.55	\$11,212.50	
MAGAZIN			vision in the second				
EST QTY.	DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
200	Glock 17 Law Enforcement Magazines	\$17.50	\$3,500.00	\$17.95	\$3,590.00	\$20.00	\$4,000.00
50	Glock 43 Magazines	\$17.50	\$875.00	\$17.95	\$897.50	\$20.00	\$1,000.00
	Estimated Magazine Total:	\$4,3	75.00	\$4,48	7.50	\$5,000.00	
	Estimated Grand Total:	\$119,	952.50	\$123,0	44.55	\$119,	487.50
	Total Trade In:	<u>-\$107,</u>	<u>580.00</u>	-\$78,6	30.00	-\$95,	540.00
	Estimated Grand Total With Trade- In Value:	<u>\$12,3</u>	72.50	\$44,41	14.55	\$23,9	947.50
			Lo	w Bidder Meetir	g Specifications		

ATTEST:

Cheryl Stewart

Kristine Kallek

Steven Zagacki

MaryBeth Murz,
Purchasing Manager

# CITY OF TROY BID TABULATION NEW - GLOCK HANDGUNS - POLICE DEPARTMENT

	Vendor Name:		Cor	olice Equipment npany lotte, Ml		ibutors, Inc.		ce Supply, Inc.	
<del>lenine i</del>			515092		0968		78685		
	N GLOCKS  DESCRIPTION		TRADE-IN UNIT	TOTAL TRADE-IN	TRADE-IN UNIT	TOTAL TRADE-IN	TRADE-IN UNIT	TOTAL TRADE-IN	
127	TRADE-IN Glock 22		\$255.00	\$32,385.00	\$230.00	\$29,210.00	\$255.00	\$32,385.00	
43	TRADE-IN Glock 23		\$255.00	\$10,965.00	\$240.00	\$10,320.00	\$260.00	\$11,180.00	
13	TRADE-IN Glock 27		\$280.00	\$3,640.00	\$235.00	\$3,055.00	\$260.00	\$3,380.00	
107	TRADE-IN Glock 43		\$250.00	\$26,750.00	\$160.00	\$17,120.00	\$215.00	\$23,005.00	
	Estimated Glock Total:		<u>\$73,</u>	740.00	\$59,7	05.00	\$69,	950.00	
TRADE-IN	N AMMUNITION								
CASES	DESCRIPTION		Trade-I	n Value	Trade-In	Value	Trade-l	n Value	
38	38 FEDERAL AE-40R1, 180 Grain FMJ		\$6,0	80.00		\$4,940.00		40.00	
20	0 FEDERAL AE-40R3, 165 Grain FMJ		\$3,2	00.00			\$2,6	\$2,600.00	
46	46 FEDERAL P40HST3, 165 Grain Tactical		\$10,3	350.00		\$9,890.0		90.00	
29	PS FEDERAL BC40NT3,135 Grain Frangible Ballistic Clean		\$7,2	50.00			\$3,770.00		
7	FEDERAL AE380AP, 95 Grain FMJ		\$1,2	60.00	1.500		\$840.00		
8	FEDERAL P380HST1, 99 Grain HST		\$2,2	00.00		\$1,600.00		00.00	
10	Speer 53382, 75 Grain Frangible		\$2,5	00.00			\$1,200.00		
	Estimated Ammunition Total:		\$32,8	<u> 40.00</u>	\$17,675.00 \$2		\$24,8	4,840.00	
	MAGAZINES DESCRIPTION		LINET	TDAREIN	1 11 11-7-		T		
-SI QII.	DESCRIPTION		UNIT	TRADE-IN	UNIT	TRADE-IN	UNIT	TRADE-IN	
250	Glock 22 Magazines		\$4.00	\$1,000.00	\$5.00	\$1,250.00	\$3.00	\$750.00	
Estimated Magazine Total:			<u>\$1,000.00</u>		\$1,250.00		\$750.00		
	Estimated Grand Total:		<u>\$107,</u>	580.00	\$78,630.00 \$95,8		\$95,5	540.00	
Contact Name:			Sena	Parks	S Catherine Parks		Kelsie McMahel		
	24 Hr. Phone #;		313-60	0-7484	517-974	-4276	502-93	1-7300	
	Hours of Operation:		830AM-8	SPM M-F	M-F 830A	M-5PM	8AM-	5PM	
	Authorized Dealer:	Yes or No		1	Y		Y	′	
	Willing to Extend Pricing:	_	12/31.	/2018	12/31/2		9/1/2	019	
	Payment Terms:		Net 30	Days	Net 30	Days	Net 30	Days	
	Exceptions:	Yes or No	No	ne	Non	е	No	ne	
	Acknowledgement:	Yes or No	Λ		Y		Y	,	
	Forms:	res or No	Y	′	Y		Y	,	



# CITY OF TROY BID PROPOPOSAL

ITB-COT 18-36 Page 1 of 5

The undersigned proposes to furnish **NEW GLOCK HANDGUNS FOR THE TROY POLICE DEPARTMENT,** in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Michigan Police Equipment Company

### PROPOSAL: To furnish NEW GLOCK HANDGUNS FOR THE TROY POLICE DEPARTMENT.

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents. Being familiar with the City of Troy Police Department, the bidder hereby proposes to furnish and deliver Glock's and supplies as specified in the bid proposal documents, at the prices stated below.

Glock Manufactured Weapons – Gen 5 – **NO SUBSTITUTES.** Shall be Caliber 9mm only. Standard trigger.

A. Glock Manufactured Weapons Gen 5 Shall be Caliber 9mm only, standard trigger. NO SUBSTITUTES; BID AS SPECIFIED.					
Description	Qty.	Unit Price	Extension		
MODEL - Glock 17	120	\$357.00	\$42840,00		
(Magazine capacity 17 rounds) Full-Size					
MODEL - Glock 19	25	\$357.00	\$ 8925.00		
(Magazine capacity 15 rounds) Mid-Size		_			
MODEL - Glock 26	10	\$357.00	\$ 3570.00		
(Magazine capacity 10 rounds) Mini-Size					
MODEL - Glock 43	115	\$320.50	\$36857.50		
(Magazine capacity 6 rounds) Back-up					

B. Sights - NO SUBSTITUTES; BID AS SPECIFIED.					
Description	Qty.	Unit Price	Extension		
Sights for the Glock 17, Glock 19 and Glock 26	155	\$70.00	\$10850.00		
Ameri-Glo Bold GL-241					
Sights for Glock 43	115	\$109.00	\$12535.00		
Trijicon HD Night Sight					

C. Magazines - Glock Manufactured. NO SUBSTITUTES; BID AS SPECIFIED.					
Description	Qty.	Unit Price	Extension		
Glock 17 Law Enforcement Magazines	200	\$17.50	\$3500.00		
Glock 43 Magazines	50	\$17.50	\$ 875.00		

D. Trade in for Glocks - State TRADE-IN VALUE at current market value for current department .40 Caliber Weapons. Quantities are estimates and may vary.						
MODEL#	Qty.	Trade-In Unit Value	Total Trade-In Value			
Glock 22	127	\$255.00	\$32385,00			
Glock 23	43	\$255.00	\$10965.00			
Glock 27	13	\$280.00	\$3510.00			
Glock 42	107	\$250.00	\$26750.00			
		Grand Total Trade-In Value	\$73610.00			
			F			

**NOTE:** 1. City of Troy Police Officers interested in purchasing current department .40 Caliber TRADE-IN weapons shall purchase directly from the awarded vendor.

**NOTE:** 2. City of Troy Police Officers interested in purchasing a NEW Glock Gen 5- 9mm weapon for personal use shall purchase directly from the awarded vendor.

Description	Qty Rounds	Qty Case	Trade-In Value
Federal AE-40R1, 180 Grain FMJ	38,000	38	\$6080.00
Federal AE-40R3, 165 Grain FMJ	20,000	20	\$3200.00
Federal P40HST3, 165 Grain Tactical HST HP	46,000	46	\$10350.00
Federal BC40NT3, 135 Grain Frangible Ballistic Clean	29,000	29	\$7250.00
Federal AE380AP, 95 Grain FMJ	7,000	7	\$1260.00
Federal P380HST1, 99 Grain HST	8,000	8	\$2200.00
Speer 53382, 75 Grain Frangible	10,000	10	\$2500.00
Grand	l Total Trade-	n Value	\$32840,00

F. Trade-In for Glock Manufactured Magazines (15 rounds) - State TRADE-IN VALUE at current market value for current Glock 22 Magazines.							
Description	Qty.	Trade-In Unit Value	Total Trade-In Value				
Glock 22 Magazines (15 Rounds)	250	\$4.00	\$1000.00				
	Gra	and Total Trade-In Value	\$1000.00				

Bid Proposal Glock Handguns Page 3 of 5

NOTE: Include all delivery costs, handling, packaging, and service charges; if any.

#### UNIT PRICES:

Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

#### **DESCRIPTIVE LITERATURE:**

Please attach descriptive or pertinent literature relevant to your company's bid proposal at the time of bid submission. It is attached and marked \_\_\_\_\_\_ for your identification.

#### ADDITIONAL INFORMATION:

For questions about the specifications, please contact **Officer Steven Zagacki**, **at (248) 524-3430**, <u>Steven.Zagacki@troymi.gov</u> or **Lt. Andy Satterfield**, at **(248) 524-3448**, <u>Andy.Satterfield@troymi.gov</u> between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

#### **DELIVERY:**

Items are to be F.O.B. delivered, freight paid to: ATTN: Property Officer, Troy Police Department, 500 W. Big Beaver Rd., Troy, MI 48084 (Inside delivery required).

#### **DOWN-PAYMENTS OR PREPAYMENTS:**

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

#### AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment as specified, warranties, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible bidder(s) meeting specifications for the purchase of Glock Handguns when combined with Trade-In Values for Glock's and Ammunition from the trade-in list under Items D & E, or to combine the items in whatever manner is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations; to accept or reject the trade-in offers.

#### **LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

#### **PURCHASE ORDER:**

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The Purchase orders will be released upon the City's acceptance of the specified insurance. A contract document/ agreement will not be issued.

#### **CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

#### **AUTHORIZED DEALER:**

(X)	Our company is an authorized distributor of the equipment specified
( )	Our company is not an authorized distributor of the equipment specified

Bid Proposal
Glock Handguns
Page 4 of 5

1 1 10		ΜΔΤΙΩΝ	

Name(s): Sena Parks	24 Hr. Phone No. 313-600-7484
Kali Whitney	517-322-0443

Hours of operation: 8:30 am - 5 pm Monday - Friday

#### **DELIVERY:**

The handguns and equipment will be delivered in accordance with specifications within 60 days after the bid award notification.

#### **ADDITIONAL ORDERS:**

The City would like the option to increase the quantity at the quoted price through additional orders. Should your Company be able to comply, please indicate the time period during which such orders can be placed:

[X	] Yes, our company can extend bid pricing for additional orders through	12-31-2018	(mm/dd/yyyy)
[	No, our company cannot extend bid pricing for additional orders		

#### **WARRANTY:**

The warranty period shall be for a minimum of two years from the date the gun is placed in service against any defect in parts and performance. The vendor shall replace or repair any defective pistol at no cost to the City within fifteen (15) calendar days from date of notification by the designated City Representative. Warranty to cover the cost of all defective parts, replacement, labor, freight, and technicians travel at no additional cost the City. A copy of the warranty should be submitted along with the bid

#### **IMPORTANT:**

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission

Bid Proposal Glock Handguns Page 5 of 5

#### SIGNATURE PAGE

#### PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through delivery, trade-in pick-up, and final acceptance as operational in accordance with specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:
NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.
TAX ID#: 38-2339476
COMPANY NAME: Michigan Police Equipment Company
ADDRESS 6521 Lansing Road CITY Charlotte STATE MI ZIP 48813
PHONE NUMBER 517-322-0443 FAX NUMBER 517-322-0491
REPRESENTATIVE'S NAME_Sena Parks (Print)
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE
PAYMENT TERMS: Net 30 Days WARRANTY: AS SPECIFIED
E-MAIL: sena@mpec.biz DELIVERY DATE: AS SPECIFIED
EXCEPTIONS: Any exceptions, substitutions, deviations, etc., from the City specifications and this proposal <u>must be stated</u> below. The reason(s) for the exceptions, substitutions, and/or deviations are an integral part of this bid proposal offer:  None
Check this box if your bid is not to be broken up by item and based on an all or none award.
ACKNOWLEDGEMENT:  I,, certify that I have read the <i>Instructions to Bidders</i> (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, <a href="www.mitn.info">www.mitn.info</a> and is an official copy of the Authorized Version.  SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:
SIGNATURE OF AUTHORIZED CONFANT REFRESENTATIVE:
IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

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U.S. FUNDS: All prices quoted are to be in U.S. Currency.

# BID SPECIFICATIONS POLICE HANDGUNS

#### General:

The Troy Police Department, located at 500 W Big Beaver Road, Troy, Michigan 48084, is seeking to purchase two hundred and sixty five (270) new police handguns with sights, and an additional 250 magazines. The bid must meet all requirements as specified. Lt. Andy Satterfield is the contact for this project. No substitutions will be allowed. All equipment is to be delivered F.O.B. freight paid with <u>inside</u> delivery to this location.

# Quantity of one hundred and fifteen (115) Glock Model 43 handguns- Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Trijicon HD Night Sight.
- The external surfaces of the pistol shall be of a durable dark and matte, non-glare finish.
- Equipped with two (2) standard Glock 43 magazines per pistol.
- Magazine capacity of 6 rounds

# Quantity of one hundred and twenty (120) Glock Model 17 handguns - Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Ameri-Glo Bold GL-241
- The external surfaces of the pistols shall be of a durable dark and matte non-glare finish.
- Equipped with two (2) standard Glock 17 magazines per pistol.
- Magazine capacity of 17 rounds

# Quantity of twenty-five (25) Glock Model 19 handguns – Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Ameri-Glo Bold GL-241.
- The external surfaces of the pistols shall be of a durable dark and matte non-glare finish.
- Equipped with two (2) standard Glock 19 magazines per pistol.
- Magazine capacity of 15 rounds.

# Quantity of ten (10) Glock Model 26 handguns - Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Ameri-Glo Bold GL-241.
- The external surfaces of the pistols shall be of a durable dark and matte non-glare finish.
- Equipped with two (2) standard Glock 26 magazines per pistol.
- Magazine capacity of 10 rounds

# Quantity of two hundred (200) additional Glock 17 Law enforcement magazines – Caliber - 9 MM

Capacity of 17 rounds

### Quantity of fifty (50) additional Glock 43 magazines - Caliber 9 MM

#### Delivery:

Winning bidder shall guarantee Delivery of all weapons and equipment within 60 days of being notified of the winning bid.

#### Warranty:

Guns furnished under any award resulting from this bid shall be covered by the most favorable commercial warranties given to any customer for such a weapon and the rights and remedies provided therein.

#### Manuals:

The successful bidder(s) shall be required to furnish (2) two complete sets of service and repair manuals, one complete parts manual, and parts price list upon delivery of the handguns. This information will be provided at no additional cost to the City.

### Packaging:

All Glock handguns <u>must</u> be received in the original Glock container, gun box; this shipping/storage box is designed to put a pad lock in it to prevent opening and removing of the firearm. Included in the box is a cleaner rod and brush, along with a gunlock (usually a cable pad lock type or key operated type), and an owner's manual.

Shipping and handling shall be included in the bid price.

# All bidders must abide by all local, State, and Federal laws, with regards to firearm sales.

All bidders must be licensed firearms dealers, granted the right to conduct intrastate as well as interstate firearms transactions. It will be the responsibility of the awarded bidder(s) to complete all registration forms and file such with B.A.T.F.E., pursuant to current firearms regulations and laws.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location.



# **Legal Status of Bidder:**

Michigan Ontracts.	on duly orga for whom <u>s</u> , whose sig	nized and do Sena Parks nature is aff	oing busine ixed to this	ess under th , bea s proposal, i	e laws of the iring the office s duly authori	State of e title of zed to exec
partnersl	ո <mark>ւթ, all mem</mark> b	ers of which	, with addi	esses, is:		
			*****	***		
				William		
						**************************************
	· · · · · · · · · · · · · · · · · · ·					***************************************
		·····				



# CITY OF TROY OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

# TO WHOM IT MAY CONCERN:

Sena Parks , being duly sworn deposed, says that he/she			
(Print Full Name)			
is <u>Treasurer</u> . The party making the foregoing proposal or bid, (State Official Capacity in Firm)			
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.			
SIGNATURE OF PERSON SUBMITTING BID			
Sue Full			
NOTARY'S SIGNATURE			
Subscribed and sworn to before me this 22nd day of			
August , 2018 in and for <u>Falon</u> County.			
My commission expires:  SUE FRITTS  NOTARY PUBLIC, STATE OF MI  COUNTY OF EATON  MY COMMISSION EXPIRES Dec 24, 2022  ACTING IN COUNTY OF			
Addition to the toy			



# 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, 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 Charter, Chapter 12, Section 12.2- Contracts.

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

Michigan Police Equipment Company

Name of Agency/Company/Firm (Please Print)

Sena Parks, Treasurer

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date

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

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc



# VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor		
Legal Name	Michigan Police Equipment Co.	
Street Address	6521 Lansing Road	
City	Charlotte	
State, Zip	MI 48813	
Corporate I.D. Number/State	38-2339476	
Taxpayer I.D. #		

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:
for Tiky
Drinted Names of Mandada Authorized Assets
Printed Name of Vendor's Authorized Agent:
Sena Parks
Witness Signature:
Printed Name of Witness:
William J. Parks

G:\ BidLanguage\_IranLinkedBusiness



#### STATEMENT OF NO BID CITY OF TROY

BID NUMBER: TITLE: ITB-COT 18-36

**GLOCK HANDGUNS** 

Please Send or Fax To: City of Troy Purchasing Department 500 W. Big Beaver Rd.

Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All	Reason		
That Apply			
	Our company does not handle the type of product / service		
	We cannot meet the specifications nor provide an approved alternate – please explain below		
	Our company is not interested in bidding at this time		
	Job is too small		
	Job is too large		
	Cannot be competitive		
	Liability Issues such as insurance, bonding, indemnification, hold harmless		
	Insufficient time to respond – please explain below		
	Our company's schedule would not permit performance of the specifications		
	Other – describe below		

REMARKS:		
COMPANY INFORMATI	ON:	
COMPANY NAME: SIGNATURE OF AUTHORI TITLE: COMPANY:	ZED COMPANY REPRESENTATIVE:	
ADDRESS:	_	
FAX NUMBER:	TELEPHONE NUMBER:	

**IMPORTANT NOTE:** To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

**VENDOR REGISTRATION:** The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - - <a href="https://www.mitn.info.">www.mitn.info.</a>.



#### CITY OF TROY BID PROPOPOSAL

ITB-COT 18-36 Page 1 of 5

The undersigned proposes to furnish **NEW GLOCK HANDGUNS FOR THE TROY POLICE DEPARTMENT,** in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME:	CMP Distributors, Inc.	

# PROPOSAL: To furnish NEW GLOCK HANDGUNS FOR THE TROY POLICE DEPARTMENT.

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents. Being familiar with the City of Troy Police Department, the bidder hereby proposes to furnish and deliver Glock's and supplies as specified in the bid proposal documents, at the prices stated below.

Glock Manufactured Weapons – Gen 5 – NO SUBSTITUTES. Shall be Caliber 9mm only. Standard trigger.

A. Glock Manufactured Weapons Gen 5 Shall be Caliber 9mm only, standard trigger. NO SUBSTITUTES; BID AS SPECIFIED.				
Description	Qty.	Unit Price	Extension	
MODEL - Glock 17 (Magazine capacity 17 rounds) Full-Size	120	\$357.00	\$42,840.00	
MODEL - Glock 19 (Magazine capacity 15 rounds) Mid-Size	25	\$357.00	\$8,925.00	
MODEL - Glock 26 (Magazine capacity 10 rounds) Mini-Size	10	\$357.00	\$3,570.00	
MODEL - Glock 43 (Magazine capacity 6 rounds) Back-up	115	\$320.50	\$36,857.00	

B. Sights - NO SUBSTITUTES; BID AS SPECIFIED.				
Description	Qty.	Unit Price	Extension	
Sights for the Glock 17, Glock 19 and Glock 26	155	\$82.13	¢12.720.15	
Ameri-Glo Bold GL-241		ֆ82.13 	\$12,730.15	
Sights for Glock 43	115	¢110 EG	\$42 G24 OO	
Trijicon HD Night Sight		\$118.56	\$13,634.00	

C. Magazines - Glock Manufactured. NO SUB	STITUTES; BID A	AS SPECIFIED	
Description	Qty.	Unit Price	Extension
Glock 17 Law Enforcement Magazines	200	\$17.95	\$3,590.00
Glock 43 Magazines	50	\$17.95	\$897.50

COMPANY NAME:	CMP Distributors, Inc.	

Bid Proposal Glock Handguns Page 2 of 5

	Control of the Contro	State TRADE-IN VALUE at curren Veapons. Quantities are estimate	
MODEL#	Qty.	Trade-In Unit Value	Total Trade-In Value
Glock 22	127	\$230.00	\$29,210.00
Glock 23	43	\$240.00	\$10,320.00
Glock 27	13	\$235.00	\$3,055.00
Glock 42	107	\$160.00	\$17,120.00
	(	Grand Total Trade-In Value	\$59,705.00

<u>NOTE:</u> 1. City of Troy Police Officers interested in purchasing current department .40 Caliber TRADE-IN weapons shall purchase directly from the awarded vendor.

**NOTE:** 2. City of Troy Police Officers interested in purchasing a NEW Glock Gen 5- 9mm weapon for personal use shall purchase directly from the awarded vendor.

department .40 and .380 caliber ammu	nition per und	pened case.	
Description	Qty Rounds	Qty Case	Trade-In Value
Federal AE-40R1, 180 Grain FMJ	38,000	38	
Federal AE-40R3, 165 Grain FMJ	20,000	20	
Federal P40HST3, 165 Grain Tactical HST HP	46,000	46	
Federal BC40NT3, 135 Grain Frangible Ballistic Clean	29,000	29	
Federal AE380AP, 95 Grain FMJ	7,000	7	
Federal P380HST1, 99 Grain HST	8,000	8	
Speer 53382, 75 Grain Frangible	10,000	10	
Grand Total Trade-In Value			\$17,675.00

F. Trade-In for Glock Manufacture current market value for current G			ADE-IN VALUE at
Description	Qty.	Trade-In Unit Value	Total Trade-In Value
Glock 22 Magazines (15 Rounds)	250	\$5.00	\$1,250.00
	Gra	and Total Trade-In Value	\$1,250.00

COMPANY NAME:	CMP Distributors, Inc.	

Bid Proposal Glock Handguns Page 3 of 5

NOTE: Include all delivery costs, handling, packaging, and service charges; if any.

#### **UNIT PRICES:**

Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

#### **DESCRIPTIVE LITERATURE:**

Please attach descriptive or pertinent literature relevant to your company's bid proposal at the time of bid submission. It is attached and marked <u>Catalog</u> for your identification.

#### ADDITIONAL INFORMATION:

For questions about the specifications, please contact Officer Steven Zagacki, at (248) 524-3430, <a href="mailto:Steven.Zagacki@troymi.gov">Steven.Zagacki@troymi.gov</a> or Lt. Andy Satterfield, at (248) 524-3448, <a href="mailto:Andy.Satterfield@troymi.gov">Andy.Satterfield@troymi.gov</a> between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

#### **DELIVERY:**

Items are to be F.O.B. delivered, freight paid to: ATTN: Property Officer, Troy Police Department, 500 W. Big Beaver Rd., Troy, MI 48084 (Inside delivery required).

#### **DOWN-PAYMENTS OR PREPAYMENTS:**

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

#### AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment as specified, warranties, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible bidder(s) meeting specifications for the purchase of Glock Handguns when combined with Trade-In Values for Glock's and Ammunition from the trade-in list under Items D & E, or to combine the items in whatever manner is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations; to accept or reject the trade-in offers.

#### **LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

#### **PURCHASE ORDER:**

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The Purchase orders will be released upon the City's acceptance of the specified insurance. A contract document/ agreement will not be issued.

#### **CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

#### **AUTHORIZED DEALER:**

( X)	Our company	is an	authorized	distributor	of the	equipment	specified
------	-------------	-------	------------	-------------	--------	-----------	-----------

( ) Our company is not an authorized distributor of the equipment specified

COMPANY NAME: \_CMP Distributors, Inc.

Bid Proposal
Glock Handguns
Page 4 of 5

#### **CONTACT INFORMATION:**

Name(s): Catherine Parks	24 Hr. Phone No. 517-974-4276
_Garry Flanary	517-974-2458

Hours of operation: Mon. - Fri. 8:30 am - 5:00 pm

#### **DELIVERY:**

The handguns and equipment will be delivered in accordance with specifications within 60 days after the bid award notification.

#### **ADDITIONAL ORDERS:**

The City would like the option to increase the quantity at the quoted price through additional orders. Should your Company be able to comply, please indicate the time period during which such orders can be placed:

[ X] Yes, our company can extend bid pricing for additional orders through <u>12/31/2018</u> (mm/dd/yyyy) ] No, our company cannot extend bid pricing for additional orders

#### WARRANTY:

The warranty period shall be for a minimum of two years from the date the gun is placed in service against any defect in parts and performance. The vendor shall replace or repair any defective pistol at no cost to the City within fifteen (15) calendar days from date of notification by the designated City Representative. Warranty to cover the cost of all defective parts, replacement, labor, freight, and technicians travel at no additional cost the City. A copy of the warranty should be submitted along with the bid

#### **IMPORTANT:**

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission

COMPANY NAME:	_CMP Distributors, Inc	

Bid Proposal Glock Handguns Page 5 of 5

# SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through delivery, trade-in pick-up, and final acceptance as operational in accordance with specifications.
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:
NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.
TAX ID#: 38-2677687
COMPANY NAME: CMP Distributors, Inc.
ADDRESS 16753 Industrial Parkway CITY Lansing STATE MI ZIP 48875
PHONE NUMBER <u>517-721-0970</u> FAX NUMBER <u>517-721-0974</u>
REPRESENTATIVE'S NAME Catherine Parks (Print)
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE
PAYMENT TERMS: <u>Net 30 Days</u> WARRANTY: <u>AS SPECIFIED</u>
E-MAIL: <u>catherine@cmpdist.com</u> DELIVERY DATE: <u>AS SPECIFIED</u>
EXCEPTIONS: Any exceptions, substitutions, deviations, etc., from the City specifications and this proposal <u>must be stated</u> below. The reason(s) for the exceptions, substitutions, and/or deviations are an integral part of this bid proposal offer:
Check this box if your bid is not to be broken up by item and based on an all or none award.
ACKNOWLEDGEMENT:  I,Catherine Parks, certify that I have read the <i>Instructions to Bidders</i> (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.  SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:
IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.
U.S. FUNDS: All prices quoted are to be in U.S. Currency.

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# BID SPECIFICATIONS POLICE HANDGUNS

#### General:

The Troy Police Department, located at 500 W Big Beaver Road, Troy, Michigan 48084, is seeking to purchase two hundred and sixty five (270) new police handguns with sights, and an additional 250 magazines. The bid must meet all requirements as specified. Lt. Andy Satterfield is the contact for this project. No substitutions will be allowed. All equipment is to be delivered F.O.B. freight paid with <u>inside</u> delivery to this location.

### Quantity of one hundred and fifteen (115) Glock Model 43 handguns- Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Trijicon HD Night Sight.
- The external surfaces of the pistol shall be of a durable dark and matte, non-glare finish.
- Equipped with two (2) standard Glock 43 magazines per pistol.
- Magazine capacity of 6 rounds

### Quantity of one hundred and twenty (120) Glock Model 17 handguns - Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Ameri-Glo Bold GL-241
- The external surfaces of the pistols shall be of a durable dark and matte non-glare finish.
- Equipped with two (2) standard Glock 17 magazines per pistol.
- Magazine capacity of 17 rounds

### Quantity of twenty-five (25) Glock Model 19 handguns – Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Ameri-Glo Bold GL-241.
- The external surfaces of the pistols shall be of a durable dark and matte non-glare finish.
- Equipped with two (2) standard Glock 19 magazines per pistol.
- Magazine capacity of 15 rounds.

# Quantity of ten (10) Glock Model 26 handguns – Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Ameri-Glo Bold GL-241.
- The external surfaces of the pistols shall be of a durable dark and matte non-glare finish.
- Equipped with two (2) standard Glock 26 magazines per pistol.
- Magazine capacity of 10 rounds

# Quantity of two hundred (200) additional Glock 17 Law enforcement magazines – Caliber - 9 MM

Capacity of 17 rounds

### Quantity of fifty (50) additional Glock 43 magazines - Caliber 9 MM

#### Delivery:

Winning bidder shall guarantee Delivery of all weapons and equipment within 60 days of being notified of the winning bid.

#### Warranty:

Guns furnished under any award resulting from this bid shall be covered by the most favorable commercial warranties given to any customer for such a weapon and the rights and remedies provided therein.

### Manuals:

The successful bidder(s) shall be required to furnish (2) two complete sets of service and repair manuals, one complete parts manual, and parts price list upon delivery of the handguns. This information will be provided at no additional cost to the City.

### Packaging:

All Glock handguns <u>must</u> be received in the original Glock container, gun box; this shipping/storage box is designed to put a pad lock in it to prevent opening and removing of the firearm. Included in the box is a cleaner rod and brush, along with a gunlock (usually a cable pad lock type or key operated type), and an owner's manual.

Shipping and handling shall be included in the bid price.

# All bidders must abide by all local, State, and Federal laws, with regards to firearm sales.

All bidders must be licensed firearms dealers, granted the right to conduct intrastate as well as interstate firearms transactions. It will be the responsibility of the awarded bidder(s) to complete all registration forms and file such with B.A.T.F.E., pursuant to current firearms regulations and laws.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location.



# **Legal Status of Bidder:**

A <b>corporation</b> duly organ for whom President, whose sicontracts.	_Catherine	Parks	, bea	ring the office titl	e of
A <b>paxtxixishi</b> x, all mem	bers of whic	ch, with add	lresses, is:		
					<del></del> -
					<del></del>



# CITY OF TROY OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN: Catherine Parks \_\_\_\_\_, being duly sworn deposed, says that he/she (Print Full Name) is President \_\_\_\_. The party making the foregoing proposal or bid. (State Official Capacity in Firm) that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true. SIGNATURE OF PERSON SUBMITTING BID Subscribed and sworn to before me this \_\_\_\_\_\_ day of \_\_\_\_, 20<u>1</u>8in and for <u>lonia</u> County. Acting in Clinton County My commission expires: November 20, 2018





# 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, 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 Charter, Chapter 12, Section 12.2- Contracts.

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

CMP Distributors, Inc.
Name of Agency/Company/Firm (Please Print)
Catherine Parks, President
Name and title of authorized representative (Please Print)
tacheni la
Signature of authorized representative
Date

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

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc



## VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor		
Legal Name	CMP Distributors, Inc.	
Street Address	16753 Industrial Parkway	
City	Lansing	
State, Zip	MI, 48906	
Corporate I.D. Number/State	38-2677687 / MI	
Taxpayer I.D. #	38-2677687	

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:
Printed Name of Vendor's Authorized Agent:
Catherine Parks
Witness Signature:
Printed Name of Witness: Christina Morris
G:\ BidLanguage_IranLinkedBusiness



#### STATEMENT OF NO BID CITY OF TROY

BID NUMBER:

**ITB-COT 18-36** 

TITLE:

**GLOCK HANDGUNS** 

Please Send or Fax To: City of Troy Purchasing Department 500 W. Big Beaver Rd.

Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All	Reason		
That Apply			
	Our company does not handle the type of product / service		
	We cannot meet the specifications nor provide an approved alternate – please explain below		
	Our company is not interested in bidding at this time		
	Job is too small		
	Job is too large		
	Cannot be competitive		
	Liability Issues such as insurance, bonding, indemnification, hold harmless		
VII. 18 1	Insufficient time to respond – please explain below		
	Our company's schedule would not permit performance of the specifications		
	Other – describe below		

REMARKS:		
COMPANY INFORMATION COMPANY NAME:	ON:	
SIGNATURE OF AUTHORIZ TITLE: COMPANY:	ZED COMPANY REPRESENTATIVE: _	
ADDRESS:		
FAX NUMBER:	TELEPHONE NUMBER:	

**IMPORTANT NOTE:** To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

**VENDOR REGISTRATION:** The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - - <a href="https://www.mitn.info.">www.mitn.info.</a>



# CITY OF TROY BID PROPOPOSAL

ITB-COT 18-36 Page 1 of 5

The undersigned pro					
proposal, at the follo	wing prices:	0.1.0		The second second	
COMPANY NAME:	Vlies	ier Polic	UO Si	DDIM TWO	

PROPOSAL: To furnish NEW GLOCK HANDGUNS FOR THE TROY POLICE DEPARTMENT.

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents. Being familiar with the City of Troy Police Department, the bidder hereby proposes to furnish and deliver Glock's and supplies as specified in the bid proposal documents, at the prices stated below.

 ${\it Glock\ Manufactured\ Weapons-Gen\ 5-{\color{red}NO\ SUBSTITUTES.}}\ Shall\ be\ Caliber\ 9mm\ only.\ Standard\ trigger.$ 

A. Glock Manufactured Weapons Gen 5 Shall be Caliber 9mm only, standard trigger. NO SUBSTITUTES; BID AS SPECIFIED.				
Description	Qty.	Unit Price	Extension	
MODEL - Glock 17	120	181100 ED	AELILO NOO	
(Magazine capacity 17 rounds) Full-Size		# 17050	MOI'NFO.	
MODEL - Glock 19	25	14 1100 50	MINTHEN	
(Magazine capacity 15 rounds) Mid-Size		M 1/10:	10 115 30	
MODEL - Glock 26	10	H1100 50	WILL OR ON	
(Magazine capacity 10 rounds) Mini-Size		W NYD 3	M. 7.722 in	
MODEL - Glock 43	115	\$ 200 ED	4 a hence	
(Magazine capacity 6 rounds) Back-up		MOVI SO	1000 pt	

B. Sights - NO SUBSTITUTES; BID AS SPECIFIED.			
Description	Qty.	Unit Price	Extension
Sights for the Glock 17, Glock 19 and Glock 26	155	included	
Ameri-Glo Bold GL-241		Syodo	
Sights for Glock 43 Yellow or Orange?	115	107 EN	Wu an co
Trijicon HD Night Sight & to be installed but he deat.		W 11.30	all'YIY 30
-briga Palla CAN accide	+		

C. Magazines - Glock Manufactured. NO SUBSTITUTE	s; BID	AS SPECIFIED.	The State of the S
Description	Qty.	Unit Price	Extension
Glock 17 Law Enforcement Magazines 240405	200	\$50 co	00 000 P B
Glock 43 Magazines, Standards, no lxt.	50	\$2000	NO 0001 BY

Bid Proposal Glock Handguns Page 2 of 5

D. Trade in for Glocks - State TRADE-IN VALUE at current market value for current department .40 Caliber Weapons. Quantities are estimates and may vary.				
MODEL#	Qty.	Trade-In Unit Value	Total Trade-In Value	
Glock 22	127	\$255.00	\$32,385.00	
Glock 23	43	\$2/01.00	\$ 11, 180,00	
Glock 27	13	B210000	\$ 3,380.00	
Glock 42	107	\$ 215.00	\$23,005.00	
	(	Grand Total Trade-In Value	\$109,950.00	

NOTE: 1. City of Troy Police Officers interested in purchasing current department .40 Caliber TRADE-IN weapons shall purchase directly from the awarded vendor.

NOTE: 2. City of Troy Police Officers interested in purchasing a NEW Glock Gen 5- 9mm weapon for personal use shall purchase directly from the awarded vendor.

\* deductions

\* deductions

\* deductions

\* vill bering

\* vill be E. AMMUNITION - TRADE-IN VALUE at current market value for current department .40 and .380 caliber ammunition per unopened case. Qty Qty Trade-In Value  $?^{\ell}_{000}$ Description Rounds Case Federal AE-40R1, 180 Grain FMJ 38,000 38 00 Federal AE-40R3, 165 Grain FMJ 20,000 20 Federal P40HST3, 165 Grain Tactical 46,000 46 HST HP Federal BC40NT3, 135 Grain Frangible 00 29 29,000 **Ballistic Clean** 00 7,000 7 Federal AE380AP, 95 Grain FMJ \$1,600.00 8,000 8 Federal P380HST1, 99 Grain HST \$1,200.00 00 10,000 Speer 53382, 75 Grain Frangible 10 **Grand Total Trade-In Value** 

F. Trade-In for Glock Manufactured Magazines (15 rounds) - State TRADE-IN VALUE at current market value for current Glock 22 Magazines.			
Description	Qty.	Trade-In Unit Value	Total Trade-In Value
Glock 22 Magazines (15 Rounds)	250	\$3.00	\$750,00
	Gra	and Total Trade-In Value	\$750.00

COMPANY NAME:	Kiesler Police Supply	, Inc.
JOINT / W. A. L. L. A. W. A. L		

Bid Proposal Glock Handguns Page 3 of 5

NOTE: Include all delivery costs, handling, packaging, and service charges; if any.

#### **UNIT PRICES:**

Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

#### **DESCRIPTIVE LITERATURE:**

Please attach descriptive or pertinent literature relevant to your company's bid proposal at the time of bid submission. It is attached and marked \_\_\_\_\_\_ for your identification.

#### ADDITIONAL INFORMATION:

For questions about the specifications, please contact Officer Steven Zagacki, at (248) 524-3430, <a href="mailto:Steven.Zagacki@troymi.gov">Steven.Zagacki@troymi.gov</a> or Lt. Andy Satterfield, at (248) 524-3448, <a href="mailto:Andy.Satterfield@troymi.gov">Andy.Satterfield@troymi.gov</a> between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

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#### **DOWN-PAYMENTS OR PREPAYMENTS:**

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#### AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment as specified, warranties, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible bidder(s) meeting specifications for the purchase of Glock Handguns when combined with Trade-In Values for Glock's and Ammunition from the trade-in list under Items D & E, or to combine the items in whatever manner is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations; to accept or reject the trade-in offers.

#### LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

#### **PURCHASE ORDER:**

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The Purchase orders will be released upon the City's acceptance of the specified insurance. A contract document/ agreement will not be issued.

#### **CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

AUTHOR	ized [	DEAL	ER
--------	--------	------	----

(V) Our co	Our company is an authorized distributor of the equipment specified	
( ) Our co	) Our company is not an authorized distributor of the equipment specified	
COMPANY NAME: _	Kiesler Police Supply, Inc.	

Bid Proposal Glock Handguns Page 4 of 5

COMPANY NAME:

Page 4 of 5
Name(s): New Contact INFORMATION: 24 Hr. Phone No. 502 - 9.31-7300  Hours of operation: Sum-5pm Est
<b>DELIVERY:</b> The handguns and equipment will be delivered in accordance with specifications within 60 days after the bid award notification.
ADDITIONAL ORDERS: The City would like the option to increase the quantity at the quoted price through additional orders. Should your Company be able to comply, please indicate the time period during which such orders can be placed:
[V] Yes, our company can extend bid pricing for additional orders through $\frac{090000000}{000000000000000000000000000$
WARRANTY:  The warranty period shall be for a minimum of two years from the date the gun is placed in service against any defect in parts and performance. The vendor shall replace or repair any defective pistol at no cost to the City within fifteen (15) calendar days from date of notification by the designated City Representative. Warranty to cover the cost of all defective parts, replacement, labor, freight, and technicians travel at no additional cost the City. A copy of the warranty should be submitted along with the bid
IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission
Kiesler Police Supply, Inc.

Bid Proposal Glock Handguns Page 5 of 5

### SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through delivery, trade-in pick-up, and final acceptance as operational in accordance with specifications.		
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: William McMall		
NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.		
TAX ID#: 35-1361847		
COMPANY NAME: <u>Viesler Police Supply, Inc</u>		
ADDRESS 2802 Sable Will By CITY JE FRE CONVILLESTATE IN ZIP 47 130		
PHONE NUMBER <u>810 - 444 - 2950, 1111</u> FAX NUMBER <u>812 - 286 - 7560</u>		
REPRESENTATIVE'S NAME <u>Helsie McMahel</u>		
(Print)		
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Y \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
PAYMENT TERMS: WARRANTY: AS SPECIFIED		
E-MAIL: MICHAEL HISSORY PELIVERY DATE: AS SPECIFIED		
EXCEPTIONS: Any exceptions, substitutions, deviations, etc., from the City specifications and this proposal must be stated below. The reason(s) for the exceptions, substitutions, and/or deviations are an integral part of this bid proposal offer:		
Check this box if your bid is not to be broken up by item and based on an all or none award.		
ACKNOWLEDGEMENT:  I, White Managements of the Instructions to Bidders (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, <a href="https://www.mitn.info">www.mitn.info</a> and is an official copy of the Authorized Version.		
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Y \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. <u>Please include a copy of any relevant MSDS at the time of bid submission.</u>		

U.S. FUNDS: All prices quoted are to be in U.S. Currency.

G:\BidHandGunsITB-COT 18-36.doc

# BID SPECIFICATIONS POLICE HANDGUNS

#### General:

The Troy Police Department, located at 500 W Big Beaver Road, Troy, Michigan 48084, is seeking to purchase two hundred and sixty five (270) new police handguns with sights, and an additional 250 magazines. The bid must meet all requirements as specified. Lt. Andy Satterfield is the contact for this project. No substitutions will be allowed. All equipment is to be delivered F.O.B. freight paid with <u>inside</u> delivery to this location.

### Quantity of one hundred and fifteen (115) Glock Model 43 handguns- Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Trijicon HD Night Sight.
- The external surfaces of the pistol shall be of a durable dark and matte, non-glare finish.
- Equipped with two (2) standard Glock 43 magazines per pistol.
- Magazine capacity of 6 rounds

### Quantity of one hundred and twenty (120) Glock Model 17 handguns - Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Ameri-Glo Bold GL-241
- The external surfaces of the pistols shall be of a durable dark and matte non-glare finish.
- Equipped with two (2) standard Glock 17 magazines per pistol.
- Magazine capacity of 17 rounds

# Quantity of twenty-five (25) Glock Model 19 handguns – Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Ameri-Glo Bold GL-241.
- The external surfaces of the pistols shall be of a durable dark and matte non-glare finish.
- Equipped with two (2) standard Glock 19 magazines per pistol.
- Magazine capacity of 15 rounds.

# Quantity of ten (10) Glock Model 26 handguns – Caliber 9MM

- The pistol frames shall be polymer.
- The slides shall be steel construction with a matte black finish.
- The sights shall be Ameri-Glo Bold GL-241.
- The external surfaces of the pistols shall be of a durable dark and matte non-glare finish.
- Equipped with two (2) standard Glock 26 magazines per pistol.
- Magazine capacity of 10 rounds

# Quantity of two hundred (200) additional Glock 17 Law enforcement magazines – Caliber - 9 MM

Capacity of 17 rounds

### Quantity of fifty (50) additional Glock 43 magazines - Caliber 9 MM

#### **Delivery**:

Winning bidder shall guarantee Delivery of all weapons and equipment within 60 days of being notified of the winning bid.

#### Warranty:

Guns furnished under any award resulting from this bid shall be covered by the most favorable commercial warranties given to any customer for such a weapon and the rights and remedies provided therein.

#### Manuals:

The successful bidder(s) shall be required to furnish (2) two complete sets of service and repair manuals, one complete parts manual, and parts price list upon delivery of the handguns. This information will be provided at no additional cost to the City.

### Packaging:

All Glock handguns <u>must</u> be received in the original Glock container, gun box; this shipping/storage box is designed to put a pad lock in it to prevent opening and removing of the firearm. Included in the box is a cleaner rod and brush, along with a gunlock (usually a cable pad lock type or key operated type), and an owner's manual.

Shipping and handling shall be included in the bid price.

# All bidders must abide by all local, State, and Federal laws, with regards to firearm sales.

All bidders must be licensed firearms dealers, granted the right to conduct intrastate as well as interstate firearms transactions. It will be the responsibility of the awarded bidder(s) to complete all registration forms and file such with B.A.T.F.E., pursuant to current firearms regulations and laws.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location.



# **Legal Status of Bidder:**

The Bidder shall fill out the appropriate form and strike out the other two:		
A <b>corporation</b> duly organized and doing be the following for whom <u>helde helde</u> of the contracts.	ousiness under the laws of the State of MONE, bearing the office title of bid, o this proposal, is duly authorized to execute	
A <b>partnership</b> , all members of which, with	addresses, is:	
,		
AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO	O THE PROPOSAL:	



# CITY OF TROY OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:
(Print Full Name)  is The party making the foregoing proposal or bid, (State Official Capacity in Firm)
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.
Walsie McMahel
SIGNATURE OF PERSON SUBMITTING BID
NOTARY'S SIGNATURE
NOTARY S SIGNATURE
Subscribed and sworn to before me this day of
AUGUST, 2018 in and for CLARK County.
My commission expires:
011512025



# 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, 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 Charter, Chapter 12, Section 12.2- Contracts.

Mam able to certify to the above statements.
hiester Police Supply, Inc
Name of Agency/Company/Firm (Please Print)
helsie McMahel: Bid Specialist
Name and title of authorized representative (Please Print)
helsie McMahel
Signature of authorized representative
Date 8/17/2019

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

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc



### VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Hiesler Police Supply Inc
Street Address	2802 Sable Mill Ra
City	Jeffersonville
State, Zip	IN, 47130
Corporate I.D. Number/State	0002160625
Taxpayer I.D. #	35-1361847

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:
Printed Name of Vendor's Authorized Agent:
Witness Signature:
Printed Name of Witness:
G:\ Bidl anguage Iranl inkedBusiness



#### STATEMENT OF NO BID CITY OF TROY

BID NUMBER:

**ITB-COT 18-36** 

TITLE:

DEMADKS.

**GLOCK HANDGUNS** 

Please Send or Fax To:

City of Troy Purchasing Department 500 W. Big Beaver Rd. Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	Reason						
	Our company does not handle the type of product / service						
We cannot meet the specifications nor provide an approved alternate – explain below							
Our company is not interested in bidding at this time							
	Job is too small						
1	Job is too large						
Cannot be competitive							
	Liability Issues such as insurance, bonding, indemnification, hold harmless						
"	Insufficient time to respond – please explain below						
	Our company's schedule would not permit performance of the specifications						
	Other – describe below						

REWARKS:	
COMPANY INFORMATION: COMPANY NAME:	
SIGNATURE OF AUTHORIZED COMPANY REPRESEN TITLE: COMPANY:	ITATIVE:
ADDRESS:	
FAX NUMBER:TELEPHONE N	IUMBER:

**IMPORTANT NOTE:** To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

**VENDOR REGISTRATION:** The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - - <a href="https://www.mitn.info.">www.mitn.info.</a>.

### GLOCK, INC. LIMITED LIFETIME WARRANTY

#### **ISSUED FOR:**

GLOCK, Inc. (hereinafter referred to as "GLOCK") does hereby guarantee and warrant, subject to the terms and conditions hereof, that it will at its own expense make any and all repais or replacements to the frame, slide, barrel or parts of its pistols, which may become necessary because of defects in materials or workmanship performed by GLOCK, or its parents, affiliates, or subsidiaries, which defects appear within the term of guarantee set forth herein, fair wear and tear excepted.

This Warranty is made subject to and under the following terms and conditions:

- (a) Term. The term of this Warranty is for one year or 40,000 rounds, whichever is longer, of factory-specified ammunition (excluding reloads)
- (b) In order to obtain performance of any warranty obligation, the owner must first notify GLOCK of any repairs required under this Warranty. Notice shall be given to GLOCK in writing promptly after a defect is experienced, but in no event later than ten (10) days after a defect is experienced.
- (c) Repairs or modifications made by other than GLOCK, Inc. or GLOCK, Inc. certified armorers shall cancel this Warranty unless approved in advance in writing by GLOCK. Certified GLOCK armorers must use Genuine GLOCK parts for the Warranty to remain in effect.
- (d) GLOCK, Inc. will not be responsible for any defects caused by normal wear and tear, misuse, wind, storm, hail, rain, accident or other unusual phenomena.
- (e) This warranty shall accrue only to the benefit of the owner specified above and shall not accrue to the benefit of any other party.
- (f) THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF GLOCK, INC., EXPRESSED OR IMPLIED, IN FACT OR IN LAW, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE. ALL IMPLIED WARRANTIES AND, SPECIFICALLY, THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.
- (g) GLOCK's obligations to make repairs to any defects during the term of this guarantee are its sole obligations to the owner; the rights and remedies of the owner under this guarantee are its sole and exclusive rights and remedies against GLOCK, Inc. During the term of this Warranty, GLOCK shall be obligated to investigate all reports of defects once notification is received from owner; GLOCK, Inc. shall have no obligation with respect to the semi-automatic pistol upon expiration of the guarantee period set forth above.

IN WITNESS WHEREOF, we have caused this instrument to be executed by our duly authorized representative this the day of, 20 .
GLOCK, INC.

	,	
n		
By:		
		*

### MANUFACTURER'S LIMITED WARRANTY

Subject to the terms, conditions and exclusions set forth below, GLOCK INC. (hereinafter GLOCK), hereby expressly warrants solely to the original consumer purchaser of this firearm, that the firearm is free from defects in workmanship and in materials for a period of one year from date of purchase by the original consumer purchaser. Any implied warranty, including warranty of merchantability or of fitness for a particular purpose, is limited to the same period of one year from the date of purchase by the original purchaser. It should be noted that some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply.

During the warranty period, GLOCK will, at its option, repair or replace without charge the firearm when an authorized GLOCK service representative determines it is defective in workmanship or materials.

The provisions of this warranty shall not apply to any firearm which has been subject to misuse, negligence alteration, use of nonauthorized spare parts, use of ammo other than SAAMI or NATO specs, improper maintenance, or removal, alteration or defacing of any serial numbers, or dismantling further than described in the Manual ("instructions for Use"—see page 29, "Exclusions from Warranty"). Nor shall the warranty apply if the firearm is damaged by fire, flood, accidents, acts of God or any other similar causes beyond GLOCK's control.

In no event shall GLOCK be liable for damages or loss of use, loss of business or profits or for any other incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

No dealer or other person has the authority orally to vary the terms, conditions or exclusions of this warranty, or make any other express warranties than those contained herein.

This warranty gives the original consumer purchaser specific legal rights. The original consumer purchaser may also have other rights which vary from state to state.

THIS WARRANTY IS MADE BY: GLOCK INC.

P.O. BOX 369 SMYRNA, GA 30081



### **KIESLER'S POLICE SUPPLY, INC.**

2802 SABLE MILL RD - JEFFERSONVILLE, IN 47130 EIN # 35-1361847

> Orders: (800)444-2950 Information: (812)288-5740 Fax: (812)288-7560

**QUOTE** 

Page 1

Sold To L01048 TROY, CITY OF POLICE DEPARTMENT 500 WEST BIG BEAVER RD TROY, MI 48084

Ship To

TROY, CITY OF POLICE DEPARTMENT **500 WEST BIG BEAVER RD** TROY, MI 48084

(248)524-3427

Inv No. Ord Date Ship Via Terms Our Order# Date Rep ID Order No. 00874311 MI /KEM\*\*\*\*\*\* 08/21/18 NET 30/DRP SHIP **NET 30 DAYS** 08/21/18 ITB-COT 18-36

11B-CO1 18-30						
Item/Description		Quantities	Units	Price	Amount	
	Ordered	1.0000				
MAILED 8/21/2018	Shipped	.0000		.000	.00.	
60 DAY LEAD-TIME						
\$3,900.00 CK#30178685 SENT W/ BID						
GLOCPA17503AB**	Ordered	120.0000				
GLOCK 17 GEN5 PSTL 9MM BLK AMGLO	Shipped		EACH	428,500	51420.00	
	Simpped	.0000	EACH	420.500	31420.00	
BOLD 5.5LB AMKEE						
AVINEE			Ė			
GLOCPA19503AB**	Ordered	25.0000				
GLOCK 19 GEN5 PSTL 9MM BLK AMGLO	Shipped	.0000	EACH	428.500	10712.50	
BOLD 5.5LB						
AMKEE						
GLOCPA26503AB**	Ordered	10.0000				
GLOCK 26 GEN5 PSTL 9MM BLK AMGLO	Shipped		EACH	428,500	4285.00	
BOLD 5.5LB	Snipped	.0000	EACH	420.500	1205.00	
AMKEE						
AWKEE						
GLOCPI43502**	Ordered	115.0000				
GLOCK 43 9MM PSTL BLK FXD 5.5LB	Shipped	.0000	EACH	320.500	36857.50	
LMTEE						
					1	
( , , , , , , , , , , , , , , , , , , ,						

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Non-Taxable	e Taxable	Sales Tax	Freight	Misc	* Invoice Total *

Kiesler's FFL# 435019110C01674

RETURNED GOODS POLICY
No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. All returned goods will be subject to a restocking fee.

**DEFECTIVE MERCHANDISE POLICY**We are not a warranty repair station for any manufacturer.
Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.



# KIESLER'S POLICE SUPPLY, INC. 2802 SABLE MILL RD - JEFFERSONVILLE, IN 47130

EIN # 35-1361847

Orders: (800)444-2950 Information: (812)288-5740 Fax: (812)288-7560

**QUOTE** 

Page 2

Sold To L01048 TROY, CITY OF POLICE DEPARTMENT 500 WEST BIG BEAVER RD TROY, MI 48084

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TROY, CITY OF POLICE DEPARTMENT **500 WEST BIG BEAVER RD** TROY, MI 48084

(248)524-3427

Terms Inv No. Our Order# Date Rep ID Order No. Ord Date Ship Via NET 30/DRP SHIP MI /KEM\*\*\*\*\*\* **NET 30 DAYS** 00874311 08/21/18 08/21/18

ITB-CO	OT 18-36	4			
Item/Description		Quantities		Price	Amount
TRIJGL113-C-600785 TRIJICON HD NIGHT SIGHT FOR G42 ORANGE MTEE	Ordered Shipped	115.0000 .0000	ЕАСН	97.500	11212.50
GLOC39328 GLOCK 17 9MM 17RD MAG W/ MAG FLOOR PLATE 01, FOLLOWER ORANGE CHEE	Ordered Shipped	200.0000 .0000	EA	20.000	4000.00
GLOCMF43106 GLOCK 43 6RD MAG CHEE	Ordered Shipped	50.0000 .0000	EA	20.000	1000.00
TRADE ALLOWANCE FOR: (127) GLOCK 22 GEN 3 TRIJICON, 3 MAGS =\$255.00EA	Ordered Shipped	127.0000 .0000	EACH	255.000	32385.00
TRADE ALLOWANCE FOR: (43) GLOCK 23 GEN 3 TRIJICON 3 MAGAZINES	Ordered Shipped	43.0000 .0000	ЕАСН	260.000	11180.00
(continued on next negs)					

(continued on next page)

Non-Taxable	Taxable	Sales Tax	Freight	Misc	* Invoice Total *

Kiesler's FFL# 435019110C01674

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2802 SABLE MILL RD - JEFFERSONVILLE, IN 47130

EIN # 35-1361847 Orders: (800)444-2950

Information: (812)288-5740 Fax: (812)288-7560

**QUOTE** 

Page 3

Sold To L01048

TROY, CITY OF POLICE DEPARTMENT 500 WEST BIG BEAVER RD TROY, MI 48084

Ship To

TROY, CITY OF POLICE DEPARTMENT **500 WEST BIG BEAVER RD** TROY, MI 48084

(248)524-3427

Our Order # Date Rep ID Order No. Ord Date Ship Via Terms Inv No. 00874311 08/21/18 MI /KEM\*\*\*\*\*\* 08/21/18 NET 30/DRP SHIP **NET 30 DAYS** ITB-COT 18-36 Quantities Units Price Amount Item/Description =\$260.00EA 13.0000 Ordered TRADE ALLOWANCE FOR: Shipped .0000 EACH 260.000 3380.00 (13) GLOCK 27 FXD GEN 3 3 MAGS =\$260.00EA 107.0000 Ordered 23005.00 TRADE ALLOWANCE FOR: Shipped .0000 EACH 215.000 (107) GLOCK 42 FXD 2 MAGS =\$215.00EA Ordered 38.0000 130.000 4940.00 TRADE ALLOWANCE FOR: Shipped .0000 CASE 38 CASES FEDERAL AE40R1 =\$130.00/1000 20.0000 Ordered TRADE ALLOWANCE FOR: Shipped .0000 EACH 130.000 2600.00 20 CASES FEDERAL AE40R3 =\$130.00/1000 46.0000 **Ordered** .0000 CASE 215.000 9890.00 TRADE ALLOWANCE FOR: Shipped

The state of the s					
Non-Taxab	e Taxable	Sales Tax	Freight	Misc	* Invoice Total *

Kiesler's FFL# 435019110C01674

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EIN # 35-1361847

Orders: (800)444-2950 Information: (812)288-5740 Fax: (812)288-7560

**QUOTE** 

Page 4

Sold То L01048 TROY, CITY OF POLICE DEPARTMENT **500 WEST BIG BEAVER RD** TROY, MI 48084

Ship To

TROY, CITY OF POLICE DEPARTMENT **500 WEST BIG BEAVER RD** TROY, MI 48084

(248)524-3427

Our Order#	Date	Rep ID	Order No.	Ord Date	Ship Via	Terms	Inv No.
00874311	08/21/18	MI/KEI	/I*****	08/21/18	NET 30/DRP SHIP	NET 30 DAYS	
			<b>ITB-COT 18-3</b>	6			
the mall a comin tie	🛌 - er ser i er i New Year en en er i er		Now the promote the rest of the party	Ougs	stition I Inita	Drico	Amount

	11 B-CO1 10-30					
Item/Description		Quantities	Units	Price	Amount	
46 CASES FEDERAL P40HST3						
=\$215.00/1000						
- Common		*****				
	Ordered	29.0000	1 3	130,000	2550.00	
TRADE ALLOWANCE FOR:	Shipped	.0000	CASE	130.000	3770.00	
29 CASES FEDERAL BC40NT3						
BC40CT1						
=\$130.00/1000						
	Ordered	7,0000				
TRADE ALLOWANCE FOR:	Shipped		EACH	120,000	840.00	
7 CASES FEDERAL AE380AP	Simpped	,0000	Liten	120,000	310100	
=\$120.00/1000						
\$120,000,1000						
	Ordered	8.0000				
TRADE ALLOWANCE FOR:	Shipped	.0000	CASE	200.000	1600.00	
8 CASES FEDERAL P380HST1						
=\$200.00/1000						
	Ordered	10.0000				
TRADE ALLOWANCE FOR:	Shipped	.0000	CASE	120.000	1200.00	
10 CASES SPEER 53382						
=\$120.00/1000						
(continued on next nega)						

(continued on next page)

Non-Taxable	Taxable	Sales Tax	Freight	Misc	* Invoice Total *

Kiesler's FFL# 435019110C01674

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# KIESLER'S POLICE SUPPLY, INC.

2802 SABLE MILL RD - JEFFERSONVILLE, IN 47130

EIN # 35-1361847

Orders: (800)444-2950 Information: (812)288-5740 Fax: (812)288-7560

**QUOTE** 

Page 5

Sold To L01048 TROY, CITY OF POLICE DEPARTMENT 500 WEST BIG BEAVER RD TROY, MI 48084

Ship To

TROY, CITY OF POLICE DEPARTMENT **500 WEST BIG BEAVER RD** TROY, MI 48084

(248)524-3427

Ord Date Terms Inv No. Our Order # Date Rep ID Order No. Ship Via 00874311 08/21/18 MI /KEM\*\*\*\*\*\* 08/21/18 NET 30/DRP SHIP **NET 30 DAYS** 

(T)	B-COT 18-36	1,10				
Item/Description		Quantities	Units	197977994	Price	Amount
TRADE ALLOWANCE FOR: (250) GLOCK 22 MAGAZINES, USED =\$3.00EA	Ordered Shipped	250.0000 .0000	EACH		3.000	750.00
FORMAT KELSIE QUOTED BY KELSIE MCMAHEL KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS.	Ordered Shipped	1.0000 .0000	EACH		.000	.00

Subtotal:

23947.50

Non-Taxable	Taxable	Sales Tax	Freight	Misc	* Invoice Total *
23947.50	.00	.00	.00	.00	23947.50

Kiesler's FFL# 435019110C01674

RETURNED GOODS POLICY
No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. All returned goods will be subject to a restocking fee.

**DEFECTIVE MERCHANDISE POLICY**We are not a warranty repair station for any manufacturer.
Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.



### CITY COUNCIL AGENDA ITEM

Date:

September 17, 2018

To:

Mark F. Miller, City Manager

From:

Gary G. Mayer, Chief of Police

Andrew Satterfield, Police Lieutenant

MaryBeth Murz, Purchasing Manager

Subject:

Standard Purchasing Resolution 2 – Glock Handguns – Police Department

### History

- Troy Police Department is currently issued .40 caliber Glock duty handguns that were purchased in 2005.
- In 2014, the Department purchased .380 caliber Glock handguns to serve as a small sized concealable back-up weapon to increase officer safety.
- Also, in 2014 a study was published by the FBI concluding that the 9MM Glock handgun is recommended for law enforcement use. The FBI noted that the smaller and lighter weight round allows for greater accuracy, additional rounds available per magazine, and meets the ballistic standard for law enforcement use.
- The Department's current duty handguns are approximately 14 years old and are beginning to show some mechanical failures. When these issues occur, the weapons are taken out of service until they can be repaired and inspected by a certified armorer.
- In an effort to maintain the highest quality equipment recommended, the Police Department is seeking to replace both the .40 caliber Glock handguns and .380 caliber Glock back-up weapons with the FBI recommended 9MM Glock handguns.

### **Purchasing**

- On August 23, 2018; a bid opening was conducted as required by City Charter/Code and bid proposals
  were received at the City's request from firms interested in providing Glock Handguns for the City of Troy
  Police Department.
- Companies were notified via the Michigan Intergovernmental Trade Network (MITN); <a href="www.mitn.info">www.mitn.info</a>. 60 vendors were notified via the MITN website.
- Three (3) bid responses were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	60
Troy Companies notified via MITN	1
Troy Companies notified Active email Notification	1
Troy Companies - Active Free	0
Companies that viewed the bid	12
Troy Companies that viewed the bid	1

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

## **CITY COUNCIL AGENDA ITEM**

### **Purchasing**

- The total cost of the 9MM Glock handguns includes a trade-in value for the current .40 caliber and .380 caliber Glock handguns along with ammunition the department will no longer need.
- Michigan Police Equipment Company of Charlotte, MI is the low bidder meeting specifications for the 9MM Glock handguns, sights, and magazines for an estimated amount of \$119,952.50.
- *Michigan Police Equipment Company* also offered the most advantageous trade in value for the Department's current Glock handguns, magazines, and ammunition in the estimated total of \$107,580.00.
- The difference between the estimated bid prices and the estimated trade-in value is \$12,372.50.
- Therefore for approximately \$12,372.50, the Police department will be able to purchase:
  - o 155 Glock 9MM Duty handguns
  - o 115 Glock 9MM back-up concealable handguns
  - 270 Trijicon HD night sights for all of the purchased handguns
  - o 200 Glock Duty magazines
  - o 50 Glock back-up handgun magazines
  - o Less trade-ins as specified
- The estimation of trade in value is contingent on condition of the equipment being traded in and may slightly change the final total cost of the new handguns.
- A detailed description of value, weapons specifications, and quantities are detailed in the attached bid summary.

#### Financial

Funds are available in the 2018/2019 Training Operations Budget for the Handgun replacement.

#### Recommendation

City Management recommends awarding a contract to the low bidder meeting specifications; *Michigan Police Equipment Company of Charlotte*, *MI* to supply the Police Department with the Replacement Glock Duty Weapons, sights and magazines for an estimated total amount of \$119,952.50, less estimated trade-in value of \$107,580.00 for an estimated total final cost of \$12,372.50

# STANDARD PURCHASING RESOLUTION 2 - Low Bidder Meeting Specifications – New Glock Handguns for the Troy Police Department

RESOLVED, That Troy City Council hereby AWARDS a contract to the low bidder meeting specifications; *Michigan Police Equipment Company of Charlotte, MI* to supply the Police Department with replacement Glock Duty weapons, sights and magazines for an estimated total amount of \$119,952.50. less the estimated trade-in value of \$107,580.00 for an estimated total cost of \$12,372.50 not to exceed budgetary limitations at the unit prices as contained in the bid tabulation opened August 23, 2018, a copy of which shall be ATTACHED to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is contingent upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.