

THE CITY OF MENTOR
8500 CIVIC CENTER BOULEVARD
MENTOR, OH 44060

SPECIFICATIONS AND BID FORMS FOR THE FOLLOWING:

**PURCHASE OF GLOCK HANDGUNS AND/OR BID
FOR THE SALE OF KIMBER DUTY HANDGUNS AND POLICE PROPERTY WEAPONS**

CONTENTS:

I.	LEGAL NOTICE	Page LN-1
II.	INSTRUCTIONS TO BIDDERS	Pages IB-1/4
III.	BUSINESS ENTITY RESOLUTION.....	Page BER-1
IV.	BID SUBJECT TO ACCEPTANCE AS CONTRACT	Page BSAC-1
V.	SPECIFICATIONS: PURCHASE OF GLOCK HANDGUNS ..	Pages 1 - 2
VI.	GLOCK PURCHASE PROPOSAL FORM.....	Page 3
VII.	SPECIFICATIONS: FOR THE SALE OF KIMBER DUTY WEAPONS AND POLICE PROPERTY GUNS	Pages 4 - 5
VIII.	KIMBER DUTY SALE PROPOSAL FORM.....	Pages 6 – 7
IX.	POLICE PROPERTY GUNS SALE PROPOSAL FORM.....	Pages 8 – 11
X.	BIDDER QUALIFICATIONS	Pages 12 - 13

PURCHASING OFFICE

June 18, 2014

12:00 noon

ALL BIDS SUBMITTED MUST INCLUDE THE REQUIRED BID DEPOSIT AND A PROPERLY EXECUTED ***BID SUBJECT TO ACCEPTANCE AS CONTRACT*** (BSAC)

I. LEGAL NOTICE AND NOTICE OF SALE

The City of Mentor will receive sealed bids at the Purchasing Office, 8500 Civic Center Boulevard, Mentor, Ohio 44060 until NOON (local time), June 18, 2014 and will be opened and read immediately thereafter for the following:

- **Purchase of Glock Handguns with Accessories;**
- **Sale of Police Kimber Duty Weapons and Police Property Guns;**

BIDDER MUST BE CURRENT HOLDER OF A FEDERAL FIREARMS LICENSE.

Bids must be in accordance with specifications advertised on the City of Mentor website: www.cityofmentor.com/category/rfp or RFP's will be available for pick-up at the Purchasing Office for cost of printing. Bidders shall be responsible to check for Addenda and obtain same from the website.

Kenneth J. Filipiak, City Manager
(cityofmentor.com/legalnotices)

NEWS HERALD: June 4, 2014
June 11, 2014

II. INSTRUCTIONS TO BIDDERS

The Instructions to Bidders governs, except where amended by the Specifications.

The Bidder is responsible for reading and understanding all items herein:

1. Except as otherwise provided herein, the Instructions to Bidders, Proposal-Contract Form, and all specifications, drawings and other documents referred to herein shall be a part of the contract.

2. DEFINITIONS:

A. The term "Bidder" or "Contractor" shall mean the corporation, partnership or individual proposing or under contract to furnish the material, labor, and/or equipment listed in the Specifications.

B. The term "City" shall mean the City of Mentor, Ohio.

C. "Calendar Day" shall mean every day shown on the calendar.

D. "City Manager" shall mean the Mentor City Manager or his duly authorized representative.

3. PROPOSAL: To be entitled to consideration, a proposal must be made in accordance with the following instructions:

A. Preparation: Each proposal shall be submitted on the forms furnished by the City. All signatures shall be clearly and legibly written in long hand. No oral, facsimile or telephonic proposal or modifications will be considered. Each proposal shall show the breakdown for each item as directed on the Proposal-Contract Form. All proposals shall be considered informal which contain items not specified in the Proposal-Contract Form.

Prices for material and equipment shall include transporting and delivery to any place designated on the City's purchase order, within the corporate limits of the City. In the event of a discrepancy between unit proposal prices and extension thereof, the unit proposal price shall govern.

B. Names of Bidders: Each proposal shall give the full business address of the Bidder(s) and be signed by them with their usual signature. Proposals by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary or other person authorized to bind it in the matter.

The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to their signature the word "President," "Secretary," "Agent" or other title without disclosing their principal may be held to be the proposal of the individual signing.

When requested by the City, satisfactory evidence of the authority of the officer or agent signing on behalf of a corporation or partnership shall be furnished.

C. Delivery: The proposal shall be sealed in an envelope, addressed to:

City of Mentor
c/o Purchasing Department
8500 Civic Center Boulevard
Mentor, Ohio 44060

and delivered to the office of the Purchasing Coordinator on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the Bidder, the general item(s) proposed, and the date the proposals are to be opened. Proposals will be received until the date and time specified in the legal advertisement. Proposals will be opened and read immediately thereafter, in 2nd Floor Conference Room, Mentor Municipal Center. Proposals received after the date and time specified will be returned unopened to the Bidder.

D. Proposal to Include All Work: Each proposal shall include all equipment, material, supplies or services described in the Instructions to Bidders, Specifications, Proposal-Contract Form and all drawings.

E. Withdrawal of Proposal: Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

F. Acceptance or Rejection of Proposal: The City reserves the right to accept any proposals within sixty (60) calendar days after the same are opened, as provided above. The City reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of the City. The City reserves the right to reject any or all proposals.

IN DETERMINING THE AWARD, EACH ITEM MAY BE CONSIDERED SEPARATELY, AND SEPARATE CONTRACTS MAY BE AWARDED ON THE VARIOUS ITEMS, UNLESS SPECIFIED TO THE CONTRARY IN THE SPECIFICATIONS.

- G. Proposal Bond or Check: Each proposal must be accompanied by a cashier's or certified check, an irrevocable letter of credit, or by a proposal bond, signed by a surety company authorized to do business in the State of Ohio, in the amount of five (5) percent of the proposal and made payable to the City of Mentor, as a guarantee that the contract will be honored in the event it is awarded to the Bidder, and as a guarantee that the Bidder to whom the contract is awarded will sign all documents necessary to formalize the contract, if any.
- H. Forfeiture of Check or Proposal Bond: If the Bidder to whom the contract is awarded shall fail to honor the contract, or fail to sign the documents necessary to formalize the contract, if any, the deposit accompanying the proposal shall thereupon be forfeited to the City for and as liquidated damages. The work may then be readvertised or awarded to the deemed second best Bidder as the City may determine.
- I. Quantities: The quantities of the work shown on the Specifications and Proposal-Contract Form are estimated by the City and will be used as the basis for comparison of the proposals only. The City reserves the right to decrease or increase any quantities and to eliminate any item(s) on the plans or proposal.
- J. Informal Proposals: Proposals may be rejected for the following reasons:
- 1) If the proposal is on a form other than that furnished by the City or if the form is altered or any part thereof detached.
 - 2) If there are any unauthorized additions, conditional or alternate proposals, or other irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
 - 3) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one Bidder at any one proposal letting, provided that the City will make any selection of awards.
 - 4) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.
4. A. Competency of Bidders: No proposal will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to the City Manager that they have the necessary equipment, ability and financial resources to fulfill the conditions of the contract and Specifications. Previous experience and responsibility of the Bidders will be considered in awarding the contract. No contract will be awarded to any Bidder who is in arrears to the City upon debt or contract, or

who is in default as surety or otherwise upon any obligation to the City.

- B. Disqualification of Bidders: Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of their proposal or proposals.
- 1) More than one proposal for the same work from an individual, firm or corporation under the same or different names.
 - 2) Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of the City until any such participant shall have been reinstated as a qualified Bidder.
 - 3) Proposal prices that obviously are unbalanced.
5. WRITTEN AND ORAL EXPLANATIONS: Should a Bidder find discrepancies in, or omissions from, the drawings or Specifications, or should they be in doubt as to their meaning, they shall at once notify the City, which may send written instructions to all Bidders. The City will not be responsible for any oral instructions.
6. ADDENDUM OR MODIFICATION: Any addendum or modification issued during the time of bidding shall be covered in the proposal and in awarding a contract, such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the City within 72 hours of the time set for the closing of proposals, excluding Saturdays, Sundays and legal holidays, the time for submitting proposals shall be extended one (1) week, with no further advertising of proposals.
7. TAX EXEMPTIONS: The City is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. Tax exemption certificates covering these taxes will be furnished upon request.
- The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact will be indicated in the Specifications, and such taxes may be included in the price or shown as a separate item in the proposal.
8. DISCRIMINATION: In hiring of employees for the performance of work under this contract or any subcontract, neither the Contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, sex or handicap discriminate against any citizen of the State in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates.

Neither the Contractor, subcontractor, nor any person in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work

under this contract on account of race, creed, color, age, sex or handicap.

9. **INSURANCE:** If the Specifications indicate insurance is required, then the Contractor shall obtain and pay for the following types of insurance:

- (a) Commercial General Liability insurance with minimum limits of not less than \$1,000,000 combined single limit. Coverage is to include contractual liability, a per project general aggregate limit, primary and non-contributory other insurance provision, waiver of subrogation in favor of the City and additional insured status for the City including ongoing operations and products and completed operations. If such coverage is written on a Claims Made or Claims Made and Reported basis, (i) such coverage will have a retroactive date that is equal to or that precedes the date of the contract and be maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract, (ii) may be replaced with other Claims Made or Claims Made and Reported coverage with a retroactive date that is equal to or that precedes the date of the contract and maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract or (iii) may be cancelled after the termination of or expiration of the contract only if it is replaced by an extended reporting period with a duration of not less than three (3) years.
- (b) Automobile Liability insurance providing coverage for all owned, non-owned and hired automobiles with minimum limits not less than \$1,000,000 combined single limit. Coverage shall include additional insured status for the City and a waiver of subrogation for the City.
- (c) Worker's Compensation which meets all statutory minimum requirements

All policies must be written with insurance companies acceptable to the City. All policies are to provide the City with thirty (30) days advanced written notice of cancellation or non-renewal with the exception of cancellation for non-payment of premium which shall be ten (10) days. Contractor shall supply certificates of insurance evidencing the required coverage and shall furnish renewal certificates thirty (30) days prior to the renewal date. Failure of the City to request certificates does not relieve the Contractor from the obligation to maintain the required insurance.

10. **LIABILITY:** The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded by law, brought or recovered against it, by reason of any act or omission of said Bidder(s), their agents, subcontractors or employees, in the execution of the contract, or for the use of any patented inventions by said Bidder. A sum sufficient to cover aforesaid claims, including attorneys' fees, may be retained by the City from monies due or to become due to the

Bidder under contract, until such claims shall have been discharged.

11. **ROYALTIES AND/OR LICENSE FEES:** The Bidder shall pay all royalties and license fees. The Bidder herein agrees to assume and save the City, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the City, its officers and agents of any item, appliance, apparatus or mechanism, material or service which may be furnished or installed by the Bidder under the terms of this contract, including patent or copyright infringement, and to defend the City from any and all such liabilities whether or not such claims are well founded by law.

12. **ASSIGNMENT OF CONTRACT:** The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or any part thereof, without previous consent in writing from the City Manager, endorsed on or attached to the contract.

13. **CANCELLATION:** Should the material(s) supplied or delivered to the City under this contract fail at any time to meet the Specifications required by the contract, then in such event, the City may cancel this contract upon written notice to the Bidder.

14. **CONTROL OF WORK:** The City Manager, or his designated agent, will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and Specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.

15. **CLAIMS FOR ADJUSTMENT AND DISPUTES:** If, in any case, the Contractor deems that additional compensation is due for work or material not clearly covered in the contract or not ordered by the City Manager as extra work, as defined herein, the Contractor shall notify the City Manager in writing of their intention to make claim for such additional compensation before they begin the work on which the claim is based. If such notification is not given and the City Manager is not afforded proper facilities by the Contractor for keeping strict account of actual costs as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the City Manager has kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the City Manager, is found to be just, it will be paid as extra work in the amount as approved by the City Manager.

16. **DURATION OF CONTRACT:** The duration of the contract shall be for the period stated in the Specifications, and shall include all material, equipment and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed period unless otherwise noted in the Specifications.

17. PURCHASES: After a contract has been signed, it shall only become operative upon delivery to the Bidder a duly signed purchase order. The City shall only be obligated under the contract to the extent of such purchase order. The City shall not become liable for any claims in the event that the total quantity of material ordered or services performed under the contract should prove to be greater or less than the estimated amount in the Specifications.

18. DELIVERY: The Bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received, which reasonable time is estimated to be thirty (30) days.

If deliveries are not made within such period, then the City may purchase such items in the open market; and if the prices paid by the City shall be greater than the contract price, the Bidder agrees to reimburse the City for any loss or losses that the City may thereby sustain.

Delivery time for vehicles and equipment may be extended beyond thirty (30) days, provided the Bidder has noted the delivery time in the appropriate space on the Proposal-Contract Form.

19. PAYMENT OF INVOICES: Invoices will be due and payable within thirty (30) days of receipt of the invoice by the City. All invoices should be mailed to the attention of the Accounts Payable Department. Payments may be made on a basis of estimated partial completion of work or delivery, and the City may withhold a percentage of each partial payment until completion of the contract. The City may withhold a percentage of the final estimate for a specified period as a guarantee. Such a procedure for partial payments must be provided for in the Specifications.

20. CONTRACT BOND: The successful Bidder will be required to furnish the approved bond for the faithful performance of the contract in the amount of one hundred percent (100%) of the contract price. Such bond shall be that of an approved surety company or personal bond upon which the sureties are persons not interested in the contract, or, if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the Law Director, including sureties.

In lieu of a performance bond the City may elect to hold the Proposal Deposit Check, submitted with the proposal, until the contract has been fulfilled. **Any deviation from the required one hundred percent (100%) figure will be noted in the Specifications.**

21. GENERAL: Contractors shall furnish all labor, equipment, materials, services and supplies necessary to complete the proposed work. All work shall be performed according to all standards of good workmanship complete in every detail. Contractors shall coordinate their work with the work of others and, upon completion, remove tools, equipment, waste and debris and leave the site in "broom-clean" condition. Contractors shall warrant all equipment, materials, services and supplies with the normal and usual warranties,

including, where applicable, warranties of merchantability and fitness for a particular purpose.

22. WAIVERABILITY: The City of Mentor reserves the right to accept any part of any proposal and reject all or parts of any and all proposals, and waive any informalities in the bidding procedure.

23. PREVAILING WAGE: Contractors must comply with ORC Chapter 4115 when applicable. It is the Contractor's responsibility to contact the City's Prevailing Wage Coordinator to determine requirements.

24. TAXES: Contractor shall pay and/or withhold all sales, consumer, use, employment and other taxes (including the City of Mentor 2% income tax) paid or withheld by Contractor in accordance with the Laws and Regulations of the United States, State of Ohio and City of Mentor which are applicable during the performance of the work.

QUESTIONS: Call the Finance Department at (440) 974-5776.

III. BUSINESS ENTITY RESOLUTION

_____, of _____
(Name of Officer) (Name of Business Entity)

an _____ Business Entity hereby certifies that the following is a true
(State where incorporated/organized if applicable)

and correct copy of a resolution duly adopted by the Board of Directors of _____,
(Business Entity Name)

on _____, _____, to wit:
(Month, Day) (Year)

“Resolved, that _____* of this Business Entity, namely
(Name of Officer)

_____, be and he/she hereby is authorized and directed to enter into any and all
(Title of Officer)

contracts, bid guaranty and performance bonds with **THE CITY OF MENTOR, OHIO**, for the purpose of

furnishing labor and/or materials as to _____
(Title of Bid)

at such price and upon such terms and conditions, including any amendments or modifications thereto, as

said _____ in his/her sole discretion shall deem best,
(Title of Officer)

and that said actions shall be binding upon the Business Entity.

“Resolved, further, that said _____* be, and he/she further is
(Name of Officer)

hereby authorized and directed to execute and deliver unto said **CITY OF MENTOR, OHIO** other
instruments which in his/her discretion he/she shall deem necessary to carry out the forgoing resolution.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Business
Entity (if applicable) at _____ this _____ day of _____,
and I further certify that said resolution is still in force and effect.

SECRETARY

SEAL

BER-1

*Name must agree with signature on page BSAC-1

IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT

This PAGE was purposely omitted from the bid package. To receive a form, please contact Veronica Fetsko, Purchasing Department at fetsko@cityofmentor.com or 440-974-5776 for a form.

V. SPECIFICATIONS FOR THE *PURCHASE OF GLOCK HANDGUNS*

A. GENERAL REQUIREMENTS

1. Intent: The intent of these specifications is to establish minimum standards and guidelines for the purchase of Glock 9mm caliber handguns for use by the Mentor Police Department.
2. ***BIDDER MUST HAVE A CURRENT FEDERAL FIREARMS LICENSE.***
3. Warranty: The supplier shall warrant to the handguns covered under these specifications to be free from defects in manufacture and workmanship under ordinary use and service. Bidder will provide a lifetime warranty on the handguns, except in the instance of abuse. The supplier shall submit written conditions and periods of warranty with the bid proposal.
4. Taxes: No charges will be allowed for federal, state or municipal sales and excise taxes since the City of Mentor is exempt.
5. O.S.H.A.: Bidder shall comply with the provisions of the Occupational Safety and Health Act (OSHA) and Standards and Regulations issued thereunder and certify that all items conform to and comply with said standards and regulations.
6. Proposal (Bid) Bond: Section 3G of the Instructions to Bidders is hereby amended. A certified check, a cashier's check or money order in the amount of \$500.00 must accompany each proposal.
7. Acceptance or Rejection of Proposal: The City reserves the right to award a contract to the successful bidder at any time within sixty (60) calendar days after the bid opening. The City reserves the right to reject any and all bids, and waive any informality in bidding.

In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items.

8. Contract (Performance) Bond: Section 20 of the Instructions to Bidders is hereby amended. The successful bidder will be required to furnish a certified check or bond in the amount of \$500.00. The City may elect to hold the bid deposit check as the contract bond. Cash bonds will be refunded after delivery and acceptance of handguns.
9. Delivery: Price bid must include all charges, including handling and delivery. The "new" weapons should be available for delivery within 90

days of receipt of purchase order. Please indicate on the Proposal-Contract form delivery time from receipt of City of Mentor purchase order (FOB Mentor, Ohio).

10. Questions regarding this bid may be directed to Captain Andrew Lehner, Mentor Police Department, 8500 Civic Center Blvd., Mentor, Ohio 44060 (440) 974-5760, extension 2102.

B. MINIMUM REQUIREMENTS

These specifications detail minimum requirements acceptable to the City of Mentor. Should the manufacturer's current specifications exceed these, they shall be considered minimum and shall be furnished, and equipment/components included in the bid shall be stipulated. ***Any additions, deletions or variations from the minimum must be stated in the space below. The bidder shall stipulate components supplied in providing a complete unit.***

Any and all parts not specifically mentioned in these specifications but which are required for proper and safe operation of the handgun shall be furnished by the bidder and shall conform in strength, quality of material and workmanship to that provided by the industry in general. All items not specifically mentioned but which are standard factory items shall be furnished.

C. EQUIPMENT SPECIFICATIONS

1. All handguns should be provided with night sights installed and extended slide releases.
2. Each handgun will be tested and certified to feed Winchester Ranger Talon ammunition.
3. Each handgun will be supplied with three (3) magazines each: Glock 17 – 17 rounds, Glock 19 – 15 rounds and Glock 26 – 12 rounds.
4. Bidder will provide a master parts list, detailed maintenance, and assembly and disassembly manuals.
5. Bidder will supply and guarantee availability of replacement parts at law enforcement/dealer pricing.
6. Any weapon returned for repair will be given priority and returned to the Police Department within ten (10) days of receipt.
7. All future purchases of smaller numbers of weapons will be at the discounted law enforcement quantity price.

VI. GLOCK HANDGUNS PURCHASE PROPOSAL-CONTRACT FORM

The undersigned hereby proposes to furnish the City of Mentor, Ohio, the following items, in accordance with the specifications and upon the terms and conditions of this proposal or any part hereof is accepted as a contract by the City of Mentor.

<u>ITEM #</u>	<u>EST. QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	107	GLOCK HANDGUNS	
1-1	78	Glock 17: 9mm (night sights installed)	\$ _____
1-2	24	Glock 19: 9mm (night sights installed)	\$ _____
1-3	5	Glock 26: 9mm (night sights installed)	\$ _____
2.	55	MAGAZINES	
2-1	20	Spare Magazines: Model 17	\$ _____
2-2	20	Spare Magazines: Model 19	\$ _____
2-3	15	Spare Magazines: Model 26	\$ _____
4.	87	STREAMLIGHT TLR-I HL WEAPON LIGHT	\$ _____
5.	92	SAFARILAND DUTY HOLSTER	
5-1	75	Model 17: STX BW 6390-832 -481 RH, -482 LH	\$ _____
5-2	17	Model 19 and Model 26: STX BW 6390-2832 -481 RH, -482 LH	\$ _____
6.	20	(SWAT) SAFARILAND TACTICAL HOLSTER Compatible with Glock 17 w/ weapon light	\$ _____
7.	13	SAFARILAND BIKE (and ATV) HOLSTER STX Black 6390-832-481 RH, -482 LH	\$ _____

WARRANTY: _____

DELIVERY: Days after receipt of Purchase Order _____

CONDITIONS: The Instructions to Bidders and the Specifications are part of this contract as effectively as though they preceded the signatures of the parties. This contract is not valid until accepted and signed by the City of Mentor.

VII. SPECIFICATIONS FOR THE SALE OF KIMBER DUTY WEAPONS AND POLICE PROPERTY GUNS

A. GENERAL REQUIREMENTS

1. Proposal (Bid) Bond: Section 3G of the Instructions to Bidders is hereby amended. Each proposal must be accompanied by cash, certified or bank check (***no personal or company checks will be accepted***) in the amount of 5% of the bid, made payable to the City of Mentor, as a guarantee that a contract will be honored in the event it is awarded to the Bidder, and as a guarantee that the Bidder to whom the contract is awarded will sign all documents necessary to formalize the contract, if any.

Unsuccessful bidders will have their bid deposits returned within five (5) business days of the bid award. The successful bidder's deposit will be used as a down payment on the purchase.

2. Withdrawal of Proposal: Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
3. Acceptance or Rejection of Bids: The City reserves the right to award a contract to the successful bidder at any time within ninety (90) days after the bid opening. The City reserves the right to reject any and all bids, and waive any informality in bidding.

In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items.

4. Forfeiture of Check or Proposal Bond: Per Section 3H of the Instructions to Bidders.
5. Conditions of Sale: The handguns offered for sale will be sold on an "as is" basis and will be sold to the highest bidder according to law, on a cash basis only.
 - a) The bidder for the sale of the City of Mentor Kimber Duty Weapons and Police Property Guns ***MUST BE CURRENT HOLDER OF A FEDERAL FIREARMS LICENSE.***
 - b) The City of Mentor weapons are available for sale by ***lot only*** – one lot for the Kimber Duty Weapons and one lot for the Police Property Guns.

- c) Bidders on the Kimber Duty Weapons and Police Property Guns must submit an itemized list of the price for each weapon, not just a total for the lot.
 - d) Bidders are urged to personally inspect and evaluate the conditions of the handguns prior to the opening. Photos of the property guns are available upon request. To schedule an appointment contact Captain Andrew Lehner, (440) 974-5760, extension 2102.
 - e) The failure of any bidder to inspect the handguns offered will not in any way invalidate the bid nor relieve bidders of the obligation to honor their bid notwithstanding the actual condition of the handguns.
 - f) The Mentor Police Department has requested that individual officers have the opportunity to purchase their duty weapon at a price as determined by the successful bidder/vendor.
6. Payment: Final payment for the purchase must be made within five (5) business days of notification of bid award.
7. Removal: The removal/transfer of our “Kimber” Weapons will be made to the winning bidder ***approximately 60 days after the City has receipt*** of the “new” Glocks.

VIII. KIMBER DUTY SALE PROPOSAL - CONTRACT FORM

The undersigned agrees to purchase from the City of Mentor, Ohio, the following item(s) upon the terms and conditions of this proposal, providing this proposal or any part hereof is accepted by the City.

The following handguns may be viewed at the Mentor Police Department. Please call for an appointment to inspect, Captain Andrew Lehner (440) 974-5760, extension 2102.

Kimber Duty Handguns Stainless Steel II

(63 items)

S/N	Price
K120272	
K120275	
K120278	
K120285	
K120288	
K120294	
K120302	
K120303	
K120308	
K120312	
K120314	
K120867	
K120868	
K120869	
K120870	
K120871	
K120872	
K120873	
K120874	
K120875	
K120876	
K120877	
K120878	
K120879	
K120880	
K120881	
K120882	
K120883	
K120884	
K120885	
K120886	
K120887	

S/N	Price
K120888	
K120889	
K120891	
K120892	
K120893	
K120894	
K120897	
K120898	
K120899	
K120900	
K120901	
K120903	
K120904	
K120906	
K120907	
K120908	
K120910	
K120912	
K120913	
K120914	
K120915	
K120916	
K120917	
K120918	
K120919	
K120920	
K120922	
K120923	
K120924	
K120925	
K120926	

VIII. KIMBER SALE PROPOSAL - CONTRACT FORM (continued)

**Kimber
Pro Carry HD II
(13 items)**

S/N	Price
KR31316	
KR31304	
KR31320	
KR31300	
KR31328	
KR31329	
KR31313	
KR31298	
KR31331	
KR31315	
KR31323	
KR31318	
KR31309	

**Kimber
Custom TLE
(20 items)**

S/N	Price
K142867	
K142858	
K142873	
K142852	
K142868	
K142882	
K142850	
K142860	
K142866	
K142871	
K142865	
K142849	
K142878	
K142864	
K142869	
K142887	
K142897	
K142876	
K142880	
K142885	

**Kimber
Ultra CDP II
(4 items)**

S/N	Price
KC24098	
KC24110	
KC21112	
KC21173	

Lump sum bid for all items: _____

Name of Bidder: _____

Address: _____

City, State, and Zip Code: _____

Telephone/Email: _____

Signature: _____

CONDITION: The Instructions to Bidders and the Specifications are a part of this contract as effectively as though they preceded the signatures of the parties. This contract is not valid until accepted and signed by the City of Mentor.

IX. POLICE PROPERTY GUNS SALE PROPOSAL-CONTRACT FORM

The undersigned agrees to purchase from the City of Mentor, Ohio, the following item(s) upon the terms and conditions of this proposal, providing this proposal or any part hereof is accepted by the City.

THE FOLLOWING HANDGUNS MAY BE VIEWED AT THE MENTOR POLICE DEPARTMENT. PLEASE CALL FOR AN APPOINTMENT TO INSPECT: CAPTAIN ANDREW LEHNER, (440) 974-5760, EXTENSION 2102.

PIC #	TYPE OF WEAPON	QTY OF WEAPON	CONDITION OF WEAPON	PRICE
1	RUGER LCP .380 W/CRIMSON TRACE LASER	1	GOOD	
2	COBRA ENT. OF UTAH INC .38 SPL SN:CT105132	1	GOOD	
3	S&W MOD:36 .38 SPL.	1	GOOD	
4	TAURUS .45 PT145 PRO MILLENNIUM 1 MAG	1	GOOD	
5	S&W MOD:696-1 .44 CAL	1	GOOD	
6	S&W 9MM SW9VE 1 MAG	1	GOOD	
7	BERETTA MOD:21A-.25 1 MAG	1	GOOD	
8	HIPOINT JCP .40 CAL 1 MAG	1	GOOD	
9	HIPOINT JHP .45 5 MAGS	1	GOOD	
10	SPRINGFIELD .45 CAL SEMI AUTO 1911-A1 1 MAG	1	GOOD	
11	S&W .38 SPL MOD 642-2 AIRWIEGHT W/ HOLSTER	1	GOOD	
12	GEN 2 GLOCK 27 FIXED SIGHTS 1 MAG	1	GOOD	
13	TAURUS PT24/7 PRO 2 MAGS	1	GOOD	
14	COLT GOVERNMENT MODEL COLT MKIV SERIES 80 .380 1 MAG	1	GOOD	
15	SPRINGFIELD XD-9 BRAND NEW IN THE BOX (2 MAG, CASE & HOLSTER)	1	GOOD	
16	DAVIS IND P380	1	GOOD	
17	TAURUS 9MM PT111 MILLENNUM G2	1	GOOD	
18	CHARTER ARMS THE PINK LADY MODEL .38 SPL	1	GOOD	
19	STALLARD ARMS IN US 9MM MOD: JS-9MM	1	GOOD	
20	S&W .38 SPL MOD 76824 4" BARREL SN 381265	1	GOOD	
21	RUGER MARK 2 TARGET .22CAL 1 MAG	1	GOOD	
22	HIPOINT MODEL C 2 MAGS	1	GOOD	
23	RUGER MODEL SP101 .38SPL	1	GOOD	
24	S&W M&P .40 COMPACT 1 MAG AND CASE	1	GOOD	

IX. POLICE PROPERTY GUNS SALE PROPOSAL-CONTRACT FORM (continued)

PIC #	TYPE OF WEAPON	QTY OF WEAPON	CONDITION OF WEAPON	PRICE
26	BERETTA MODEL 70 7.65	1	GOOD	
27	S&W SW40VE .40 CAL 1 MAG	1	GOOD	
28	S&W SD40VE 4" STAINLESS 1 MAG	1	GOOD	
29	KBI IN MADE IN HUNGARY SEMI AUTO 9MM	1	GOOD	
30	CHARTER ARMS 2" UNDERCOVER .38 SPL	1	GOOD	
31	ROHM .22 6" REVOLVER MOD:66	1	GOOD	
32	ROSSI REV .357 MAG 4" MOD:2401971	1	GOOD	
33	ROSSI INTERARMS REVOVLER .38 SPL MOD:851	1	GOOD	
34	TAURUS .38 SPL REV. STAINLESS MOD:586685	1	GOOD	
35	EXCAM-HILEAH MOD: GT27	1	GOOD	
36	.32 CAL DOUBLE ACTION REVOLVER SN:1614 ONLY MARKINGS ON IT	1	GOOD	
37	S&W MOD: 15-3 .38 SPL	1	GOOD	
38	H&R HAMMERLESS .38 4" REVOLVER	1	GOOD	
39	TAURUS .38 SPL MOD:83	1	GOOD	
40	RG REVOLVER .38 SPL 5 SHOT MOD: RG31	1	GOOD	
41	S&W .357 MAG REV. MOD:19-3	1	GOOD	
42	TAURUS .45 PT145 MILLENNIUM PRO COMPACT 1 MAG	1	GOOD	
43, 44	UNK LUGER TYPE GUN NO MARKINGS HAS NAZI SYMBOLS ON IT (plugged barrel)	1	GOOD	
45	UNK LUGER TYPE P38 MGC67 *PLUGGED BARREL* (prop gun ?)	1	GOOD	
46	GEN 2 GLOCK 22 W/GNS 3 MAGS AND EXTENDED SLIDE STOP	1	GOOD	
47	S&W MOD:38262 .38SPL	1	GOOD	
48	COLT .45 CAL 1911A1 US ARMY *UNITED STATES PROPERTY* TAG ON IT	1	GOOD	
49	RUGER MARK 1 TARGET PISTOL .22 CAL	1	GOOD	
53	HERITAGE ROUGH RIDER .22	1	GOOD	
54	JIMENEZ 9MM STAINLESS 4" MOD:JA.NINE 1 MAG	1	GOOD	
55	BRYCO ARMS MOD:38 NO MAG	1	GOOD	
56	MAKAROV 9MM MOD:P-64 1 MAG	1	GOOD	
57	RIGARMI-BRESCIA .25 CAL MADE IN ITALY 1 MAG	1	GOOD	
58	BAUER .25 AUTO 1 MAG	1	GOOD	
59	S&W SW9VE 2 MAGS AND CASE	1	GOOD	
60	REMINGTON RIFLE .22 MOD:521T	1	RUSTY	

IX. POLICE PROPERTY GUNS SALE PROPOSAL-CONTRACT FORM (continued)

PIC #	TYPE OF WEAPON	QTY OF	CONDITION	PRICE
61	HIGGIN MOD:3 .22 CAL RIFLE	1	SOME RUST	
62	MARLIN .22 CAL MOD: 22MN W/ BUSHNELL SPORTSVIEW SCOPE	1	GOOD	
63	MOSSBERG 590 PUMP SHOTGUN 12GA. BEAD SIGHT	1	GOOD	
64	REMINGTON 12GA. MOD: 10 BEAD SIGHT AND WOOD STOCK	1	GOOD	
65	MARLIN MOD:336 .35CAL W/TASCO SCOPE	1	GOOD	
66	FOREMOST RIFLE .30-06 MOD:6600 W/ SCOPE	1	GOOD	
67	FEG 7.62 RIFLE .308 BLK MADE IN HUNGRAY	1	GOOD	
68	ER. AMANTINO 12GA. OVER UNDER BEAD SIGHT	1	GOOD	
69	WESTERNFELD 20GA. BEAD SIGHT 20IN BARREL	1	GOOD	
70	SPRINGFIELD MOD:M1922MII US STAMP BOLT ACTION	1	GOOD	
71	US REMINGTON MOD:03A3 BOLT ACTION RIFLE US STAMP	1	GOOD	
76	HENRY REP. ARMS .22 RIFLE	1	GOOD	
77	WINCHESTER 12GA. SHOTGUN MOD:1200	1	GOOD	
78	RUGER .30-06 MOD: M-77	1	GOOD	
79	RUGER STRUM MINI 14 RIFLE .223 RANCH RIFLE W/BIPOD	1	GOOD	
80	RUGER RIFLE .22 MOD:10/22	1	GOOD	
81	MOSSBERG 12GA. SHOTGUN MOD:500A BEAD SIGHT	1	GOOD	
82	REMINGTON 700 .308 PSS	2	GOOD	
83	WALTER PS 9MM MADE IN GERMANY 2 MAGS	1	GOOD	
84	BROWNING 9MM PISTOL LOOKS SIMLAIR TO A 1911	2	GOOD	
85	KIMBER .45 ACP ULTRA CARRY II W/ CRIMSON TRACE GRIP SIGHT LASER	1	GOOD	
86	COLT WWII COMMEMORATIVE EUROPEAN THEATHER OF OPERATION (WOOD GRIP .45 1 MAG)	1	GOOD	
87	GEN 3 GLOCK 23 WITH FIXED SIGHTS AND 2 MAGS	1	GOOD	
88	SPRINGFIELD XD-40 2 MAGS NS	1	GOOD	
89	SIG P228 9MM FIXED SIGHT 1 MAG	1	GOOD	
90	RUGER P90 .45 FIXED 2 MAGS	1	GOOD	
91	UZI B-9MM ISRAEL-IMI	1	GOOD	
92	RUGER M-77 .30-06 W/SCOPE	1	GOOD	
93	COMMANDO MARK III .45 CAL SEMI-AUTO VOLUNTEER ENT. (TOMMY GUN LOOK ALIKE)	1	GOOD	
94	RUGER MINI 14 .223 WITH SAWED OFF BUTT STOCK	1	GOOD	

IX. POLICE PROPERTY GUNS SALE PROPOSAL-CONTRACT FORM (continued)

PIC #	TYPE OF WEAPON	QTY OF	CONDITION	PRICE
95	WINCHESTER MOD: 70-245 WIN	1	GOOD	
96	REMINGTON 1100 SEMI AUTO W/ RIFLED SIGHTS	1	GOOD	
97	MARLIN MODEL 336 .30-06	1	GOOD	
98	RUGER M77 30-06 WITH SCOPE	1	GOOD	
99	HI-STANDARD MODEL 10 12GA. SHOTGUN	1	GOOD	
100	RUGER 10/22 COLP. STOCK	1	GOOD	
101	MARLIN MODEL 1894 .44 MAG	1	GOOD	
102	BERRETTA OVER UNDER 12GA. WHITEWING	1	GOOD	
103	BROWNING OVER UNDER INVECTER PLUS 12GA. BEAD SIGHT	1	GOOD	
104	COLT SERVICE MODEL ACE .22 LR 1911	5	GOOD	

LUMP SUM BID FOR LOT: _____

NAME OF BIDDER: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

EMAIL/TELEPHONE: _____

SIGNATURE: _____

CONDITION: The Instructions to Bidders and the Specifications are a part of this contract as effectively as though they preceded the signatures of the parties. This contract is not valid until accepted and signed by the City of Mentor.

X. STATEMENT OF BIDDER QUALIFICATIONS

- 1) Years in business providing the goods or service requested in this bid _____
 - 2) Please list on a separate sheet(s), contracts with municipalities previously held, and now held. Please list by community name, contact person, address, phone number and scope of project (starting with the most recent).
 - 3) Is your company in satisfactory financial condition? Yes _____ No _____
 - 4) How many miles is your facility from the Mentor Municipal Center? _____
 - 5) ~~Please list on a separate sheet(s) the equipment to be used in fulfilling this contract.~~
 - 6) ~~Identify the project manager who will be assigned to this project and applicable years of experience managing comparable jobs.~~
-

For the following questions, on a separate sheet, please describe in full the circumstances for any Yes answer.

- 7) Has your company had any business interruptions as a result of financial conditions in the past two (2) years? Yes _____ No _____
- 8) Has your company been rejected for a public contract despite being a low bidder for any reason? Yes _____ No _____
- 9) Has your company had any claims against or a performance bond cancelled? Yes _____ No _____
- 10) Has your company paid penalties or liquidated damages imposed as a result of delay on a public project? Yes _____ No _____
- 11) Has your company been found to have committed an unfair labor practice or any other employment/labor law violation in such areas as discrimination, prevailing wage, Workers' Compensation or OSHA? Yes _____ No _____
- 12) Has your company in the last three (3) years had a municipal contract cancelled or terminated? Yes _____ No _____

X. STATEMENT OF BIDDER QUALIFICATIONS (continued)

BIDDER NAME (print/type): _____

BIDDER ADDRESS: _____

BIDDER CONTACT: _____

BIDDER PHONE NUMBER: _____

BIDDER FAX NUMBER: _____

BIDDER E-MAIL: _____

Federal Tax Identification Number _____

State Tax Identification Number _____