

OFFER TO PURCHASE



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

TABLE OF CONTENTS



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

INSTRUCTIONS TO OFFERORS 1
TERMS AND CONDITIONS 2
OFFERING STATEMENT..... 3
INVENTORY LISTING..... 4
INVENTORY PHOTOGRAPHS 5
SUBMITTAL CHECKLIST..... 36
OFFEROR’S PRICING PROPOSAL FORM..... 37
OFFEROR’S PROPOSAL SIGNATURE PAGE 38

ATTACHMENT “A” - DISCLAIMER OF LIABILITY, RELEASE, AND HOLD HARMLESS
AGREEMENT - SALE OF “WEAPONS” AND/OR “FIREARMS” 1-2

INSTRUCTIONS TO OFFERORS



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

The City of Scottsdale invites sealed Offers for the sale of **FIREARMS SURPLUS DISPOSAL**.

The City reserves the right to reject any one, or all Offers received, and waive any informalities in its best interest.

SEALED OFFERS WILL BE RECEIVED until **2:00 P.M., LOCAL TIME, MAY 12, 2016**, at the Purchasing Department Front Desk, on the second floor of the Scottsdale Corporation Yard Building, located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All Offers must be date and time stamped at the Purchasing Department front desk on or before the Offer receipt time and date.** **LATE OFFERS WILL NOT BE ACCEPTED.** As a matter of public information, the Offers will be opened and read after the 2:00 P.M., receipt time.

Telephone, FAX and Email Offers will **not** be accepted.

Margie Vasquez
Bid & Contract Specialist
480-312-5715
mvasquez@scottsdaleaz.gov

TERMS AND CONDITIONS



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

1. All Offers received will be analyzed to determine the highest responsive Offeror; however, the City reserves the right to accept or reject Offers received or withdrawn or re-offer property as the City's interest demands.
2. No Offer may be withdrawn for at least thirty (30) days after the date of the public opening.
3. Sealed envelopes must be submitted which are plainly marked "**OFFER TO PURCHASE**", **#16OP004**, "**FIREARMS SURPLUS DISPOSAL**", including the name of Offeror, date and time of closing, all clearly indicated upon the face of the envelope.
4. The surplus property shall be sold "**as is**" and "**where is**". The City makes no warranties, express or implied, as to the condition of the equipment / materials for sale.
5. The sale shall be made to the highest responsive Offeror and shall be binding to the City upon its award.
6. The amount of any applicable City Transaction Privilege or Use Tax is not a factor in determining the highest Offeror.
7. The winning Offeror(s) shall be responsible for payment of all applicable taxes due on purchase of the surplus property whether or not such taxes are specifically separated in the bid amount.
8. Subsequent to award, the winning Offeror shall have no more than seven (7) calendar days to make payment in full. After payment is received by the City, the successful Offeror has three (3) days to remove all material from the City.
9. Payment in full must be in the form of a **Certified Check** or **Cashier's Check**. Personal or company checks will not be accepted.
10. The winning Offeror(s) shall take delivery and remove the equipment / materials at their own risk and expense.
11. The Offeror assumes and agrees to hold harmless, indemnify and defend the City, its officers, employees, agents and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries, judgments and liability of every kind, nature and description, for injury to persons, including wrongful death or damage to property or both, occurring during or in consequence of the performance by the Offeror of this Agreement where such injury or damage arises out of the action or negligence of the Offeror, his employees, subcontractors or agents.

Request for information related to the General Terms and Conditions of this Offer to Purchase; please call **Margie Vasquez, Bid & Contract Specialist, at (480) 312-5715**.

OFFERING STATEMENT



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

This Offer to the City of Scottsdale is for the purchase of the following:

The City is Offering for SALE to the highest authorized Federal Firearms Licensed (FFL) dealer possessing the appropriate and valid Federal Firearms License (FFL), to purchase the following firearms / weapons / guns that have become City surplus through the Police Department Property department.

"The City of Scottsdale, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award so long as they meet all the requirements and possess the proper FFL."

They consist of a variety of weapons that were stolen property and never claimed, as well as some evidential weapons ordered by the Courts and Arizona State Law SB1241 to be sold.

None of the weapons have been fired tested and the City is making no representation as to their status, quality, working condition or cleanliness.

All weapons are being sold AS IS, WHERE IS.

The entire lot will only be sold all together as ONE LOT, the winning Offeror must take possession and ownership of the entire lot, and no weapons can be refused or left behind.

A copy of the Offeror's FFL License needs to be included in with your bid Offer to document your eligibility to participate in this Offer to Purchase.

A signed and dated "Disclaimer of Liability, Release and Hold Harmless Agreement – Sale of Weapons and/or Firearms", Attachment A, must be included in your bid Offer to be considered responsive.

The City will not ship any weapons; all weapons must be picked up in person by the winning FFL Offeror within three (3) days of final payment, and no later than ten (10) days after award. Only verified FFL dealers or their authorized employees are eligible to collect the weapons upon final payment and verification of identification after declaration of the winning bid.

INVENTORY LISTING



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

Firearms/Accessories List

Weapon #	Description	Make	Model	Caliber	Serial #
1	RIFLE - Marlin		1895	45	24055415
2	SHOTGUN - Koon, Inc		Snake Charm		75926
3	RIFLE – Remington	REM	552	22	A1699300
4	RIFLE – Winchester	WIN	9422XTR	22	F515565
5	RIFLE – Sturm Ruger		Mini 14	22	180-75000
6	SHOTGUN – Winchester	WIN	DEFENDER	12	L1710500
7	RIFLE, Colt		AR-15	223	SP166149
8	RIFLE, US		M1	30	BA0359
9	SHOTGUN – Remington	REM	12 GA	12	221895
10	SHOTGUN – ITHICA		SIDE X SIDE	16	443738
11	RIFLE - Winchester W/Weaver K3 Scope	WIN	70W	30	821035
12	RIFLE - Marlin		Glenfield 6	22	20624211
13	RIFLE - Custom		450+		Custom Parts
14	SHOTGUN – Marlin		90	12	L2244
15	RIFLE - Marlin		4445	444	22062951
16	SHOTGUN w/Cloth Case	MOSSBERG	MOSSBERG	12	J460171
17	PUMP ACTION SHOTGUN 31LA	Remington Arms		16	569507
18	16G SINGLE SHOT SHOTGUN	Newport		16	84342XC
19	SHOTGUN	-----	-----	12	AL295223
20	Spare Shotgun Barrel	Remington	1100	-----	N/A
21	REMMINGTON LONG RIFLE NYLON 66	Remington Arms		22	A2412511
22	410 SHOTGUN	Abilene Centennial MFD	H&R (Harrington)	41	AP248779
23	22 RIFLE – Browning			22	T42733/T42221
24	Pardner Pump Shotgun			20	NZ730242
25	ENFIELD 303 Bolt Action Do Not Fire		303		58C3507
26	Mosin Nagant Rifle Do Not Fire	Mosin- Nagantrussian	Mosin-Nagant	762	DA6659
27	Winchester 1300 Defender Shotgun	Winchester		12	L2625805
28	Savage .22 Rifle Do Not Fire	Savage Arms COR	Western Field	22	112281
29	Stevens Model 770 12 GA Shotgun	Unknown See NCI	UNKNOWN	12	N/A - Old
30	Mossberg Model 44 22LR Rifle	Mossberg	1938	22	pat#110723 old
31	Single Shot Shotgun 940A	Savage Arms COR	Western Field	12	N/A - Old
32	H & R Double Action Pistol		Sportsman	22	R7868

INVENTORY PHOTOGRAPHS



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #1



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #2



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #3



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #4



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #5



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #6



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #7



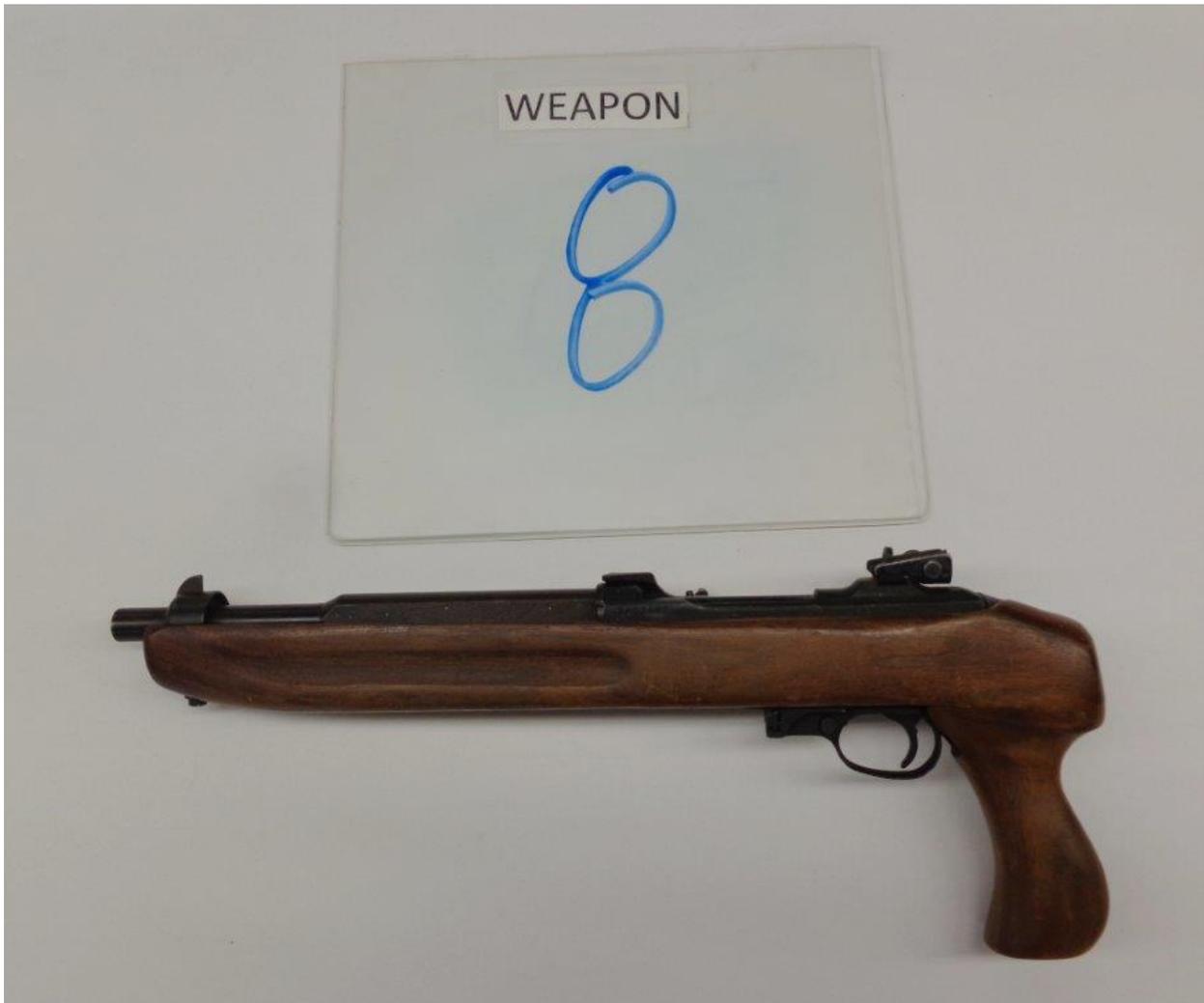
INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #8



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #9



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #10



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #11



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #12



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #13



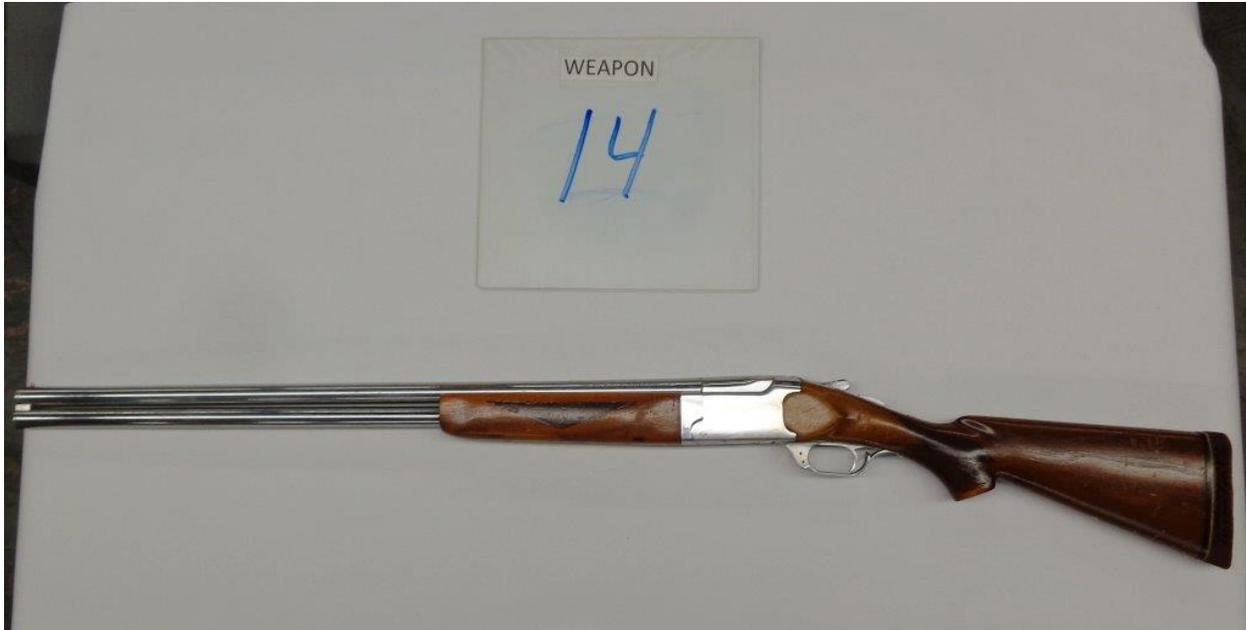
INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #14



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #15



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #16



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #17



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #18



INVENTORY PHOTOGRAPHS – CONT'D

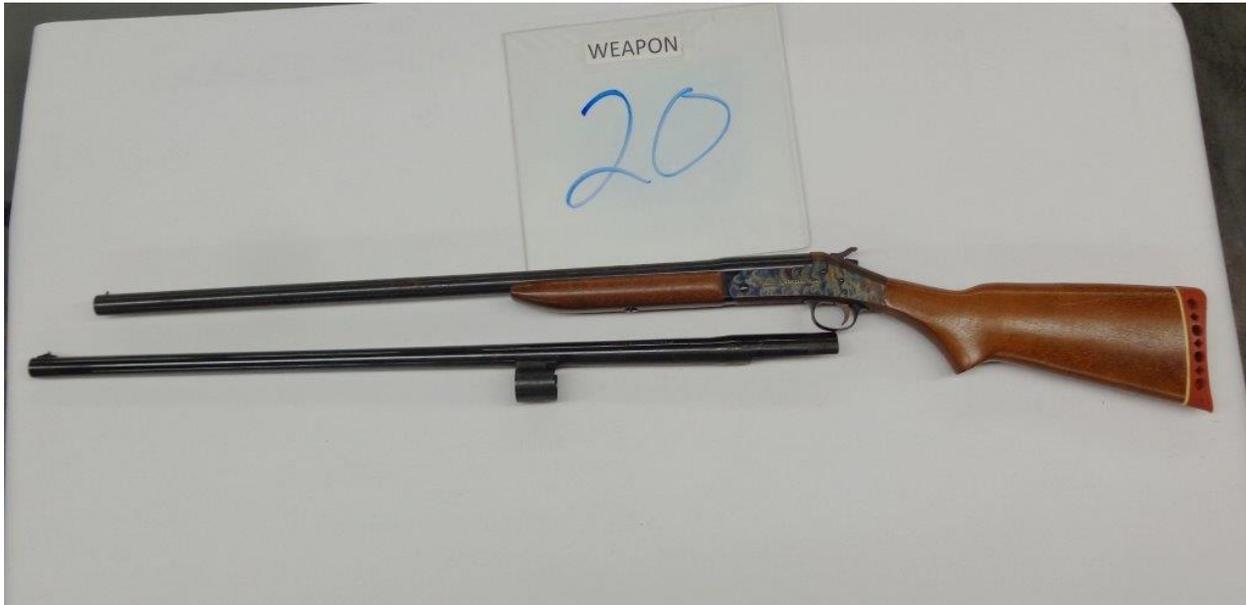


FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #19/20

Note: Item #19: Shotgun, 12 caliber, SN #AL295223
Item #20: Spare Shotgun Barrell , Remmington, Model #1100



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #21



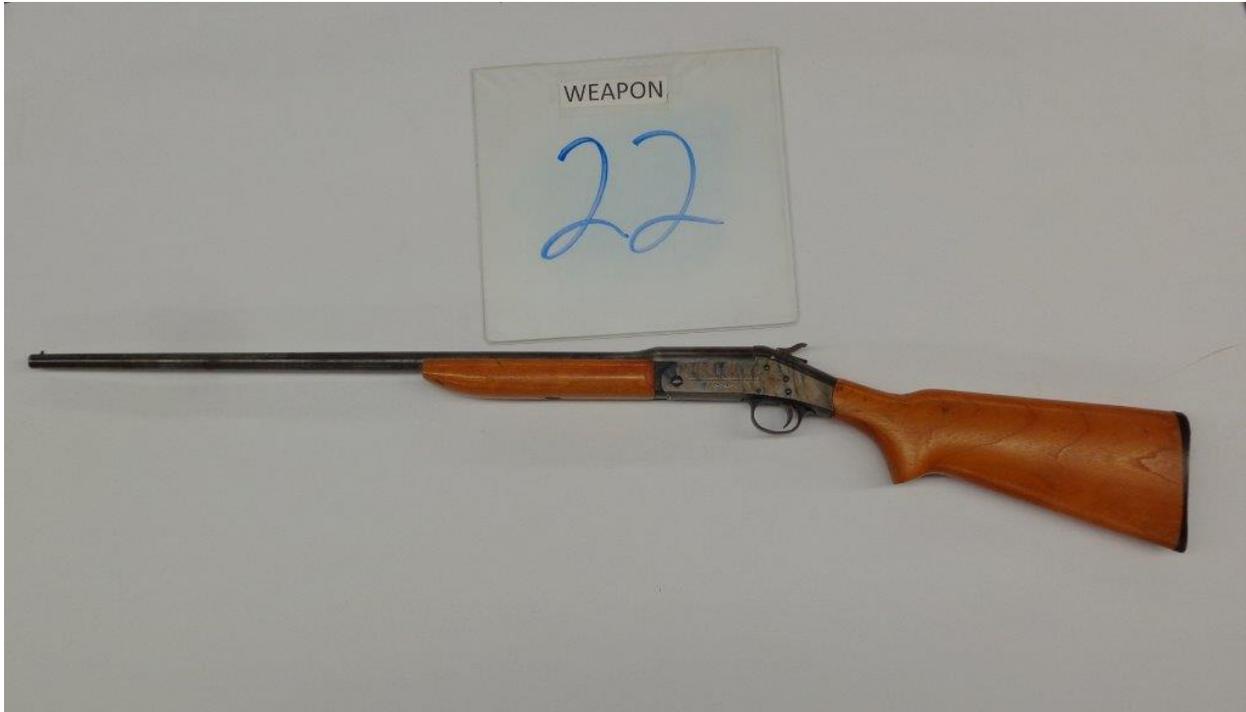
INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #22



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #23



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #24



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #25



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #26



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #27



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #28



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #29



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #30



INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #31



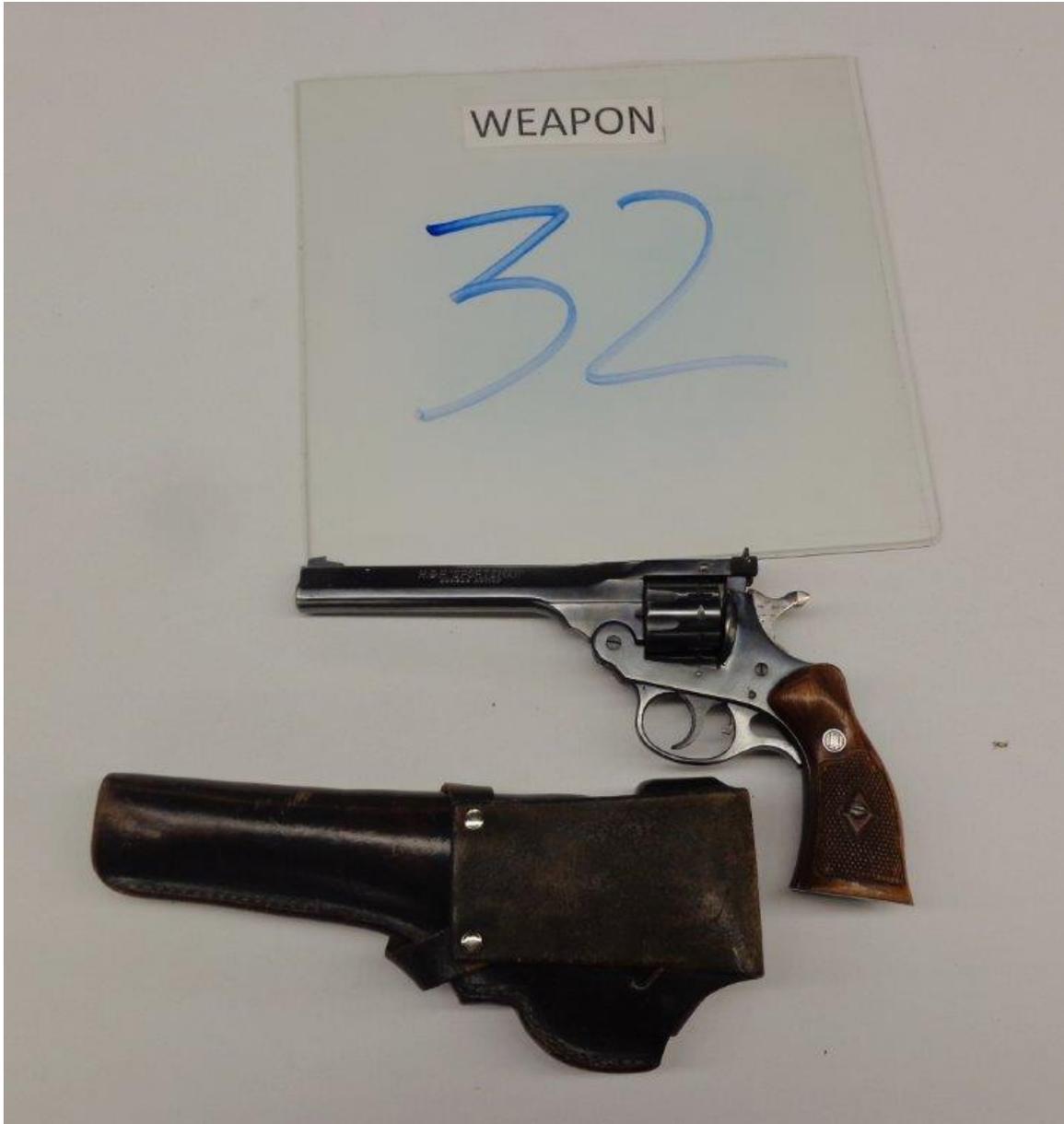
INVENTORY PHOTOGRAPHS – CONT'D



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

PHOTO – WEAPON #32



SUBMITTAL CHECKLIST



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

NOTICE: Offerors are **not** required to return a copy of the solicitation and/or any addenda issued by the City of Scottsdale, with your submittal. Please review the submittal requirements below for the list of information to be included with your submittal.

To constitute a valid responsive offer by the Offeror to this Offer to Purchase, the Offeror's submittal **MUST** include a **MINIMUM** of the following items:

- Offeror's Proposal Signature Page** – Fully completed Offeror's Proposal Signature Page, signed in ink.

- Offeror's Pricing Proposal Form(s)** – Fully completed Offeror's Pricing Proposal Form(s).

- Copy of valid FFL License**

- Attachment "A" - "Disclaimer of Liability, Release and Hold Harmless Agreement – Sale of Weapons and/or Firearms"** – Fully completed "Attachment "A" signed and dated in ink.

- Original Offer / Offer Copies** – Identify and submit one (1) *unbound original* and one (1) *copy* of the Offeror's response.

NOTE: "Please **do not** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist."

OFFEROR'S PRICING PROPOSAL FORM



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

LOT #	EQUIPMENT	YEAR	MANUFACTURER	MODEL	DESCRIPTION	CONDITION	TOTAL OFFER
1	Thirty-Two (32) Miscellaneous Firearms/Accessories		Various		Guns	As Is / Where Is	\$_____

Company or Individual Name

Date

OFFEROR'S PROPOSAL SIGNATURE PAGE



FIREARMS SURPLUS DISPOSAL

OTP #16OP004

My signature on this Offer to Purchase certifies that I have read, understand and will comply with all terms, conditions, and specifications stated in all the documents constituting the sale of these items.

The Offeror hereby acknowledges that the bid pricing is based on all of the addenda (if applicable) that were issued by the City prior to opening of this Offer to Purchase.

NAME: (company/individual) _____

ADDRESS: _____

TYPE OF BUSINESS: _____
(Corporation, Partnership, Sole Proprietorship, Individual, etc.)

SIGNATURE: _____ **DATE** _____
(Officer, Partner, or Individual)

NAME AND TITLE: _____
(printed)

TELEPHONE: _____ **EMAIL:** _____

Employer's Identification No. _____ as filed on US Quarterly Tax Return US Treasury Form #947.

TO CONSTITUTE A RESPONSIVE OFFER, Page(s) 37 Offeror's Pricing Proposal Form(s), 38 Offeror's Proposal Signature Page, Page 1 & 2 of Attachment "A"- "Disclaimer of Liability, Release and Hold Harmless Agreement/Sale of Weapons and/or Firearms", and copy of a valid FFL License of the Offer to Purchase, must be executed and returned, as well as any other required documentation specified in the Offer to Purchase.



**ATTACHMENT "A" - DISCLAIMER OF LIABILITY, RELEASE, AND HOLD HARMLESS
AGREEMENT - SALE OF "WEAPONS" AND/OR "FIREARMS"**

This Disclaimer of Liability, Release and Hold Harmless Agreement ("Agreement") is entered into by and between the City of Scottsdale ("City") an Arizona municipal corporation, and _____ an Arizona _____ ("Purchaser") and applies to all sales by City to Purchaser of the subject materials, as further described below, occurring pursuant to Offer to Purchase No. 16OP004.

WHEREAS, pursuant to state law, ARS § 13-3105, the City is required, by sale, to dispose of certain enumerated items (collectively "the Weapons") that are ordered forfeited by an Arizona court; and, pursuant to state law, ARS § 12-945, other "Firearms";

WHEREAS, the same laws, and City's own Ordinance, Scottsdale Revised Code, Article III, Sec. 23-31 et. seq., provide limitations specifically related to sales of firearms; and

WHEREAS, Purchaser is eligible, under State law, to purchase the Weapons and Firearms from City; and

WHEREAS, this Agreement is intended to set forth the respective obligations of both parties in regard to Weapons that are required to be disposed of by sale in conformity with ARS § 13-3105, or Firearms, in conformity with ARS § 12-945.

WHEREFORE, City and Purchaser agree as follows:

1. The above recitals are incorporated into this Agreement.
2. City has made a determination of whether a Weapon or Firearm is forfeited or otherwise eligible as unclaimed property for sale to Purchaser under State law or its own Ordinance. All such Weapons or Firearms have been made available to Purchaser in the subject [quarterly] purchase.
3. It is understood that the City's possession of the Weapons sold, has only arisen through confiscation as evidence in connection with a crime or possession of Firearms through being 'unclaimed property' under A.R.S. § 12-941.
4. City makes no warranty as to the proper working order of any Weapon or Firearm.
5. City makes no warranty as to the sterility or cleanliness of any Weapon or Firearm. The fact that certain Weapons or Firearms have been identified as bio hazardous and stored accordingly in marked 'Biohazard bags' as that term is commonly understood, is not a warranty or representation that other Weapons or Firearms are not bio hazardous. To the extent Weapons have been stored in 'Evidence bags' as that term is commonly understood; the Weapons have not been cleaned or otherwise treated since their confiscation. Firearms stored as 'unclaimed property' under A.R.S. § 12-941 have not been cleaned or otherwise treated since they came into possession of the City. Through its signature below, Purchaser expressly agrees to disinfect all Weapons or Firearms to industry standards before Purchaser makes the Weapon or Firearm available for sale to the public.

ATTACHMENT "A" – CONT'D

**DISCLAIMER OF LIABILITY, RELEASE, AND HOLD HARMLESS AGREEMENT - SALE OF
"WEAPONS" AND/OR "FIREARMS"**

6. Purchaser agrees that it is accepting all Weapons and/or Firearms in "AS IS, WHERE IS" condition. Purchaser may not refuse to take delivery of a specific Weapon or Firearm.
7. City does not maintain a Federal Firearms License and is not otherwise an authorized dealer of firearms. City's only title to ownership of the Weapons or Firearms comes through Court Order or operation of law. City's only right to sell Weapons or Firearms is to an authorized dealer under applicable legal authority.
8. Purchaser will pick up all Weapons and/or Firearms at City's identified facilities and make payment of the agreed upon price at that time. City shall give Purchaser an invoice for the Weapons and/or Firearms sold, at which point in time title to the Weapons and/or Firearms, and any risk of loss thereto, shall transfer to Purchaser.
9. City expressly asserts that it is not a seller of Weapons and/or Firearms, for purposes of any manufacturer's liability or products liability claim.
10. Purchaser accepts that City, notwithstanding Sec.9, has specifically disclaimed all Warranties of Merchantability, of Fitness for a Particular Purpose, Against Latent Defects, and any other warranties as if it were a retailer, manufacturer or wholesaler of the Weapons and/or Firearms.
11. Purchaser agrees that it shall not have any claim against City related to the acquisition or subsequent sale of any Weapon and/or Firearm purchased from City, and hereby releases City from any and all liability therefrom.
12. Purchaser agrees that upon acquisition and to the fullest extent permitted by law, it shall defend, indemnify and hold harmless City, its agents, representatives, officers, directors, elected and appointed officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, injuries, losses, and expenses, including, but not limited to, attorney's fees, court costs, and claim adjustment expense, and including, but not limited to, claims sounding in contract, tort, or strict liability, arising from the purchase, care, custody, control, ownership, sale, or use of a Weapon or Firearm, brought or made by any subsequent owner, regardless of allegations of negligence or intentional acts of the City.

Agreed To By: _____
(Signature)

Date: _____

Printed Name: _____

Company Name: _____

Title: _____