

TOWN OF CHESHIRE, CONNECTICUT

**Handgun and
Accessory Procurement**

Bid# 2324-08

August 24, 2023

Bid Number: #2324-08
Bid Issue Date: August 31, 2023
Bid Opening Date: September 15, 2023
Bid Opening Time: 2:00 PM
Bid Drop Off Place: Cheshire Town Hall, Room 221
Bid Opening Place: Cheshire Town Hall, Room 207/209

The Town of Cheshire is seeking bids from qualified vendors for the purchase of carry patrol pistols and accessories. Sealed Bids are due by **2:00 PM on Friday, September 15, 2023** at the office of the Town Manager Room 213, Cheshire Town Hall, 84 South Main Street, Cheshire, Connecticut 06410. At that time, bids will be opened in public and read aloud.

One (1) original, two (2) copies, and one thumb-drive of sealed proposals must be received in the Cheshire Town Hall, Room 221 (Town Managers Office), 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (the "Town") will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising the Bid may be obtained on the Town's website, www.cheshirect.org under "Bids and RFPs". **Each bidder is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the Bid as modified by the addenda.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the right to amend or terminate this Bid, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's sole discretion and judgment, will be in the Town's best interests. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Cheshire (the "Town") is soliciting sealed proposals for the purchase of carry patrol pistols and accessories (BID #2324-08). This Bid is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a bid in accordance with the requirements and directions contained in this Bid. **bidders are prohibited from contacting any Town employee, officer or official concerning this Bid, except as set forth in Section 6, below. A bidder's failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this BID, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after Bid opening and in its sole discretion, clarify, modify, amend or terminate this BID if the Town determines it is in the Town's best interest. Any such action shall be affected by a posting on the Town's website, www.cheshirect.org, under "Bids and RFPs." **Each Bidder is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the Bid as modified by the addenda.**

3. OBTAINING THE BID

All documents that are a part of this Request for Proposal may be obtained on the Town's website, www.cheshirect.org, under "Bids and RFPs."

4. BID SUBMISSION INSTRUCTIONS

Bids must be received in the Cheshire Town Hall, **Town Managers Office, Room 221, 84 South Main Street, Cheshire, CT 06410** prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original, two (2) copies, and one thumb-drive of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**BID DOCUMENTS**," and the **Bid Title, Bid Number and Bid Opening Date**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Bid prices must be submitted on the Proposal Form included in this Bid. All blank spaces for bid prices must be completed in ink or be typewritten; bid prices must be stated in both words and figures. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Bids are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the Bid, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Bid Form and all other forms included in this Bid.

5. QUESTIONS AND AMENDMENTS

Questions concerning the RFP's Documents are to be submitted **in writing** (including by e-mail or fax) and directed **only to:**

Name:	Neil Dryfe
Department:	Police Department
E-mail:	ndryfe@cheshirect.org
Fax:	203-271-5563

Bidders are prohibited from contacting any other Town employee, officer or official concerning this BID. A Bidder's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from Bidder no later than seven (7) business days before the proposal opening date. Questions received after the foregoing deadline will not be answered. That representative will confirm receipt of a bidder's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this bid and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.cheshirect.org, under "Bids and RFPs." **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representative(s) listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

6. ADDITIONAL INFORMATION

- 7.1 **DELIVERY/TIME FOR PERFORMANCE.** TIME IS OF THE ESSENCE with regard to the performance of the services procured through this BID and the Contract to be entered into by the Town with the selected bidder, if any. Strict compliance with and adherence to the schedule for the services and the Contract is mandatory.
- 7.2 **TERMINATION OF CONTRACT:** Contracts shall remain in force for the period within which the selected proposer must perform as set forth in the proposal, unless an extension has been agreed upon as evidenced by a contract extension executed in writing by both the selected proposer and the Town.

- 7.3 **ASSIGNMENT:** Proposer shall not assign, transfer or subcontract this contract or its obligations hereunder without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion.
- 7.4 **DEFAULT:** The contract may be terminated by the Town by written notice of default to the upon non-performance or breach of the contract terms. The awarded proposer shall be obligated to pay the Town for all losses, damages, costs and expenses, including the cost of re-procurement, and attorney's fees incurred defending claims arising from such default and in seeking recovery of all such costs and expenses from proposer and/or its surety. Upon a termination for cause, the Town shall have no further obligation to issue payments to the proposer until resolution of the dispute.
- 7.5 **CONFLICT:** To the extent any of the contract terms set forth herein conflict with the terms of the form Contract entered into by the parties, the Contract terms shall control.
- 7.6 **COVID-19:** Proposers shall anticipate and incorporate into their proposals all potential costs and delays related to a public health emergency such as the COVID-19 coronavirus pandemic, including the cost of compliance with rules, regulations, guidelines and recommendations issued by public authorities. Potential costs may include but are not limited to, costs related to inefficiency, lost productivity, delays of performance, social distancing, manpower levels, project scheduling, coordination, material/product supply chain delays and disruptions, delivery delays, material escalation, and any other potential costs. In no event shall the Town be liable for any such costs and/or delays.
- 7.7 **CLARIFICATION:** The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit any additional information that the Town in its sole discretion deems desirable.

7. COSTS FOR PREPARING BID

Each Bidder's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

8. OWNERSHIP OF BIDS

All Bids submitted become the Town's property and will not be returned to bidders.

9. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to

withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

10. REQUIRED DISCLOSURES

In its Proposal Form each proposer must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this BID, including but not limited to any of the Contract Terms contained in Section 26, below;
- If it is listed on the State of Connecticut's or United States Government (including any agency thereof) Debarment List;
- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All resolved and pending arbitration and litigation matters in which the proposer or any of its principals (regardless of place of employment) has been involved within the last seven (7) years;
- All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and
- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

A proposer's acceptability based on these disclosures lies solely in the Town's discretion. A failure to disclose or an inaccurate response shall, in the Town's sole discretion, be grounds for disqualification.

11. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP.

12. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status.

13. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

Each bidder is responsible for having read and understood each document in this BID and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

14. SUBSTITUTIONS

(THIS ITEM IS NOT APPLICABLE TO THIS RFP)

15. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

16. INSURANCE

The successful bidder shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this Bid. The Town reserves the right to require from the successful proposer a complete, certified copy of any required insurance policy.

17. DELIVERY ARRANGEMENTS

The successful proposer shall deliver the items that are the subject of the BID, at its sole cost and expense, to the location(s) listed in the Specifications.

18. AWARD CRITERIA / SELECTION / CONTRACT EXECUTION

All Bids will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this Bid. Bidders may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most Bids, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this BID.

The Town will not award the Bid to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, charge, contract, security or any other obligation.

If the lowest Bidder meets all specifications, is responsive, and, if applicable, qualified, but the proposal is not acceptable to the Town Manager, the matter must be referred to the Town Council for its decision on whether to reject all proposals, to accept a higher proposal, or to take such other action as may be in the Town's best interests.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is fully executed by the Town and the proposer.**

If the proposer does not execute the Contract within five (5) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

19. AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

20. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

21. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFP.

22. CONTRACT TERMS

A contract template has been provided with this Request for Proposal. By submitting a proposal, the Proposer acknowledges and agrees that it will execute the contract submitted to it for execution by the Town, without alteration or modification by the Proposer, within five (5) days of receipt of notice of award. The following

provisions are among the mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, it must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers, boards, commissions, committees, and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's performance of the contract, including but not limited to proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.]

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

b. ADVERTISING

The successful proposer shall not name the Town in any advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

c. W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications or Contract.

“In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.”

e. TOWN INSPECTION OF WORK/PRODUCTS

The Town may inspect the successful proposer's work/products at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

f. REJECTED WORK OR MATERIALS

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

h. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the Contract.

i. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

j. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

k. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

l. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

m. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of any court of the State of Connecticut, as applicable.

n. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

o. NON-DISCRIMINATION

The successful proposer agrees to comply with Executive Order 11246, including the inclusion of the Equal Employment Opportunity Clause in every contract and purchase order entered into with subcontractors and suppliers as required by 41 CFR 60-1.4, as supplemented by the Department of Labor Regulations. No person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of the Contract. Proposers agree that contractors and subcontractors on this Project shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

GENERAL SPECIFICATIONS

DESCRIPTION:

The Town of Cheshire Police Department seeks bids from qualified and responsible entities for the purchase of Smith & Wesson carry pistols and accessories. The bid shall include credit for trade-in of existing carry pistols as a per unit value. This bid shall be based on the supply of goods/services per the specifications as indicated in the bid documents.

PURCHASE – Product Specifications (Per Unit)

- 55 Smith & Wesson #13353 M&P M2.0 Pistols, 9mm, 4.25-inch barrel, ACRO Cut, Optic Height Night Sights, 4 palm swells, and (3) three 17 round magazines.
- 55 Smith & Wesson #194400000 17 round magazines.
- 55 Aimpoint #200691 ACRO P2 pistol mount optics, 3.5 MOA Red Dot.
- 55 Streamlight #69260 TLR-1 rail mount weapon lights, 1000 lumens.

TRADE-IN – Product Specifications (Per Unit)

- 50 H&K USP 40 caliber pistols, each with 3 magazines.
- 8 H&K P30 9mm pistols, each with 3 magazines.

REQUIREMENT NOTES TO BIDDERS

1. No substitutions outside of the brands listed in this bid will be accepted.
2. Bidder must have all necessary Federal and State licenses, as well as intellectual property rights, to authorize it to do business in Connecticut, sell/transfer/distribute firearms listed in this bid and fully perform its contract with the Town.
3. All prices are to be FOB Cheshire, Connecticut.
4. Delivery of all orders will be to the Cheshire Police Department, 500 Highland Avenue, Cheshire, CT 06410
5. Delivery time may affect award of bid.
6. Bidder must provide any/all standard manufacturer's service/operating literature and warranties that may be included with the equipment. All warranties shall be effective the day the equipment is delivered to the Cheshire Police Department.

7. This bid may be extended two (2) times, each time for a period of two (2) years provided that both parties are in agreement.
8. The Bidder must provide the amount of credit (per unit) that will be provided as a trade-in for each type of firearm listed in this bid. The Bidder shall provide a separate line item for each type of firearm.
9. Envelope(s) must be plainly marked BID, with the purpose and time of opening.
10. Bids must be submitted on the bid sheet.
11. Bidder will indicate estimated delivery time frame in weeks from the order date on the bid sheet.
12. Proof, satisfactory to the Town, of all certifications, licenses and insurances shall be submitted with the bid.
13. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits or modifies any of the terms and conditions and/or specifications of the Invitation to Bid.
14. Alternate bids will not be considered unless specifically requested in the original bid package. An alternate bid is defined as one which is submitted in addition to the Bidder's Base Bid set forth in the Invitation to Bid. Town shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.
15. Each Bidder, by signing and submitting a bid, represents that the Bidder has read and understands the specifications documents and all addendums, and the bid has been made in accordance therewith.
16. Each Bidder recognizes and agrees that the Town is subject to the Freedom of Information Act of the Connecticut General Statutes and, as such, any information contained in or submitted with or in connection with Bidder's bid is subject to disclosure if required by law or otherwise. Bidder expressly waives any claims that Bidder or any of its successors and/or assigns has or may have against the Town or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

17. The Bidder shall indemnify, defend and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, in whole or in part, the performance of the contract, or any negligent or willful act or omission of the Bidder, its subcontractors, employees or agents, including, without limitation, claims, damages, loss and expense attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting there from or attributable to any type of pollution and/or environmental impairment or release into or upon land, the atmosphere, or any course or body of water that is above or below ground. The indemnification obligation under this Section 18 shall not be limited in anyway by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder, its subcontractors, agents or employees under worker's compensation, disability benefit acts or other employee benefit acts. This indemnity shall survive the expiration or early termination of the contract.

18. The Bidder shall comply with all federal, state and local laws and regulations and shall procure all necessary license and permits, pay all charges and fees and give all notice necessary and incident to the due and lawful performance of the contract and bid process.

END OF GENERAL SPECIFICATIONS

PROPOSAL FORM

Bidder Name:
 Company Name:
 Address:
 Phone:
 Fax:
 Email:
 Estimated Delivery Date (Upon Order):

**FIREARM & ACCESSORIES PURCHASE
 PER UNIT**

TYPE & MODEL NO.	UNIT PRICE	TOTAL
55 Units, Smith & Wesson #13353 M&P M2.0 Pistols 4.25 inch Barrel, ACRO Cut, Optic Height Night Sights, 4 palm swells, and Three (3) 17 round magazines		
55 Units, Smith & Wesson #194400000 17 round magazines		
55 Units, Aimpoint #200691 ACRO P2 pistol mount optics, 3.5 MOA Red Dot		
55 Streamlight #69260 TLR-1 rail mount weapon lights, 1000 lumens		

FIREARM TRADE-IN CREDIT

TYPE & MODEL NO.	TRADE-IN CREDIT PER UNIT
50 Units, H&K USP 40 caliber pistols, each with 3 magazines.	
8 Units, H&K P30 9mm pistols, each with 3 magazines	

**** NOTE: THIS SHEET MUST BE ENCLOSED WITH YOUR BID SUBMISSION. ATTACH ALL PRICING AND BID DOCUMENTATION TO THIS SHEET ****

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to the Bid

_____ This proposal does not take exception to any requirement of the Bid, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

_____ This proposal takes exception(s) to certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE. PROPOSER AGREES THAT IT WILL SIGN CONTRACT PROVIDED BY THE TOWN, WITHOUT MODIFICATIONS OR ALTERATIONS, WITHIN FIVE (5) DAYS OF AWARD.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF PROPOSAL FORM

LEGAL STATUS DISCLOSURE FORM

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, “permanent place of business” means an office continuously maintained, occupied and used by the proposer’s regular employees regularly in attendance to carry on the proposer’s business in the proposer’s own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A CORPORATION:

Proposer’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President Secretary Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Sign on the next page

Proposer's Full Legal Name

(print)

Name and Title of Proposer's Authorized Representative

(signature)

Proposer's Representative, Duly Authorized

Date

TOWN OF CHESHIRE, CONNECTICUT

HANDGUN AND ACCESSORY PROCUREMENT

BID #2324-08

PROPOSER’S NON COLLUSION AFFIDAVIT

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham bid;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the proposer’s bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Cheshire to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)
Proposer’s Representative, Duly Authorized

Name of Proposer’s Authorized Representative

Title of Proposer’s Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
My Commission Expires:

PROPOSER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES

CONTRACT

This Contract is made as of the _____ day of _____, 20____ (the "Effective Date"), by and between the Town of Cheshire, 84 South Main Street, Cheshire, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and **[name and address of successful proposer]** (the "Contracting Party")-

RECITALS:

WHEREAS, the Town has issued a Bid for **[proposal title]**(the "BID"), a copy of which, along with any addenda, is attached as **Exhibit A;**

WHEREAS, the Contracting Party submitted a proposal to the Town of Cheshire dated _____(the "BID"), a copy of which is attached as **Exhibit B;**

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. **Work:** The Contracting Party agrees to perform the Work described more fully in the attached **Exhibits A and B** (collectively, the "Work"). The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and, in the RFP, including but not only **all of the terms set forth in Section 26 (the "Contract Terms") of the Standard Instructions to Bidders.**
2. **Term:**
3. **Contract Includes Exhibits; Order of Construction:** The Contract includes the RFP(**Exhibit A**) the Proposal (**Exhibit B**), and the Town's modified/customized AIA A201-2017 General Conditions, which are **both** made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.
4. **Price and Payment:**
5. **Right to Terminate** - If the Contracting Party's fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

- 6. No Waiver or Estoppel - Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.
- 7. Notice - Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

If to the Town:

Neil Dryfe, Police Chief
Cheshire Police Department
500 Highland Avenue
Cheshire, CT 06410 ndryfe@chshirect.org

If to the Contracting Party:

[name, address, fax and e-mail]

- 8. Execution - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF CHESHIRE

By _____
 Sean M. Kimball
 Its Town Manager, Duly Authorized

Date: _____

[CONTRACTING PARTY LEGAL NAME]

By _____
 Its _____ Duly Authorized

Date: _____

TOWN OF CHESHIRE, CONNECTICUT

HANDGUN AND ACCESSORY PROCUREMENT

BID #2324-08