

Invitation to Bid
ITB: #2019-001

Stonington Police Department
Handheld Radio Replacement



Dated: January 14, 2019
Bid Deadline: January 30, 2019 @ 2:00pm

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LEGAL NOTICE TO BID

TOWN OF STONINGTON, CONNECTICUT

**INVITATION TO BID FOR REPLACEMENT OF TOWN OF STONINGTON
POLICE DEPARTMENT HANDHELD RADIOS**

ITB: #2019-001

January 14, 2019

The Town of Stonington will receive sealed bids for the replacement of fifty (50) handheld radios for the Stonington Police Department, located at 173 South Broad Street in Pawcatuck, CT. The model requested is the Kenwood VP6430. Please see full Invitation to Bid for exact specifications on the Town's website, under <http://www.stonington-ct.gov/bids-rfps> or on the CT DAS contracting portal.

Proposals will be received at the Office of the Director of Finance, 152 Elm Street, Stonington, CT 06378, until 2:00 p.m. on January 30, 2019. Proposals shall be directed to:

Mr. James Sullivan
Director of Finance
Town of Stonington
152 Elm Street
Stonington, CT 06378

Any addenda will be posted to the Town's website along with the CT DAS contracting portal. All firms are responsible for checking for new addenda. Proposals will be opened and read aloud at **2:00 p.m. on January 30, 2019**, Town of Stonington, 152 Elm Street, Stonington, CT 06378.

The Town of Stonington reserves the rights to amend or terminate this Invitation to Bid, to reject any or all proposers, to request additional information, to waive any informalities or non-material deficiencies in a response, to determine qualifications exclusively and finally in its sole discretion, to select any proposal based on any combination of factors, including the amount bid and the Town's best interests, to select parts of any one or more proposals, to negotiate with any person submitting a proposal for different or additional terms, and to take any and all other action that, in the Town's sole judgment, will be in its best interests.

TOWN OF STONINGTON, CONNECTICUT

**INVITATION TO BID FOR REPLACEMENT OF TOWN OF STONINGTON
POLICE DEPARTMENT HANDHELD RADIOS**

ITB: #2019-001

**TENTATIVE TIMELINE OF THE INVITATION TO BID PROCESS-KEY
DATES**

ITB Issue Date: January 14, 2019

Final Date to Submit Questions: January 23, 2019

Final Posting of Responses to Questions: January 25, 2019 4:00p.m.

Proposal Closing Date/Time: January 30, 2019, at 2:00 p.m.

Proposal Closing Place: Stonington Town Hall, 152 Elm Street, Stonington, CT 06378.

Proposal Opening Date/Time: January 30, 2019, at 2:00 p.m.

Proposal Opening Place: Finance Department, 152 Elm Street, Stonington, CT 06378.

I. SCOPE OF SERVICES

The replacement of fifty (50) handheld radios for the Stonington Police Department, located at 173 South Broad Street in Pawcatuck, CT. The model requested is the Kenwood VP6430 Portable Two-Way Land Mobile Radio which includes the following specifications:

700/800 MHz P25 Portable Radio- Limited Keyboard- Charcoal Black/Gray

- Encryption
- ARC4™ software encryption; compatible w/Motorola ADP™
- P25/TIA defined: AES-256 AES, DES-OFB, ARC4
- DES-OFB
- Over-the-Air-Rekeying (OTAR) Encryption Keying
External Key Loader, OTAR Encryption Keying
External Key Loader, OTAR
126 Common Key Reference (CKR), 126 Physical Identifier, (PID), Compatible w/ Motorola Key Variable Loader
Standards FIPS 46-3, FIPS 81, FIPS 140-2,
- Over-the-Air-Programming
- ATLAS® P25 Phase 1 and Phase 2 System Compatible
Motorola® Systems
- Motorola Astro® 25 - P25 Phase 1 & Phase 2 Compatible
- Motorola Astro® SmartNet®/SmartZone® Compatible
- Harris VIDA® - P 25 Phase 1 & Phase 2 Compatible
- Airbus (formerly Cassidian) VESTA™ Radia - P25 Phase 1 & Phase 2 Compatible

8321000001 - ANALOG PROTOCOL SOFTWARE
 8321000002 - DIGITAL PROTOCOL SOFTWARE
 8322000001 - FM CONVENTIONAL
 8322000002 - P25 CONVENTIONAL
 8322000005 - P25 PHASE 1 TRUNKING
 8322000006 - P25 PHASE 2 TDMA
 8322000004 - SMARTZONE
 8326000007 - 1536 CHANNELS/TALKGROUPS
 8323000005 - DES-OFB (SINGLE-KEY)
 8323000002 - AES (SINGLE-KEY)
 8323000003 = DES-OFB (MULTI-KEY)
 8323000004 - AES (MULTI-KEY)
 8326000001 - P25 AUTHENTICATION
 8326000005 - P25 CONVENTIONAL VOTING SCAN
 8325000002 - P25 DATA CONVENTIONAL (PACKET DATA)
 8325000001 - P25 DATA TRUNKING (PACKET DATA)
 8324000002 - OTAR (OVER-THE-AIR REKEYING)
 8324000003 - OTAP (OVER-THE-AIR PROGRAMMING)
 8326000002 - MDC1200 / GE - STAR SIGNALING
 8325000003 - GPS
 8324000004 - OTIP (OVER-THE-INTRANET PROGRAMMING)
 8326000013 - THIRD PARTY INTERFACE

Vendor Assurances/Services:

- 1) The Radios shall be compatible with the existing State of Connecticut and State of Rhode Island P25 Trunked Radio Systems.
- 2) All Proposed products shall be warrantied for a minimum of 1 year from the date of initial operation.
- 3) In the event of a radio failure, Vendor shall provide a loaner radio at no cost during the initial warranty period.

In addition to the handheld units themselves, the bid should also include pricing for the accessories listed below. Please itemize each line item.

<u># of Units</u>	<u>ACCESSORIES</u>
55	Kenwood KMC-54WDM - Microphone
10	Kenwood KHS-11BL - 2-WIRE PALM MIC W/EARPHONE, UNIV CONNECTOR (BLACK)
1	Kenwood 2505000100 - VK5000 KEYLOADER KIT
1	Kenwood 23500095005 - KEYLOADER CABLE ASSEMBLY - PORTABLE
1	Kenwood KPG-93 - KVL-3000/3000 PLUS INTERFACE CABLE
55	Kenwood KBH-LL - Belt Clip

60	Kenwood KRA-32K - 700/800 1/4 Wave Portable Antenna
110	Kenwood KNB-L3M - Extended Life Battery LI-ION 3400MAH (HIGH CAPACITY)
60	Kenwood R50843LP3001 - Leather Holster Swivel -CASE LEATHER POLICE VP6000 L3 D SWIVEL
52	Endura EC2M-KW4A-D - Desktop Charger
4	Endura ENDURA EC12M - 12 Position Base Charger
4	Endura EC6M-MB - Mounting Bracket For 12 Position Charger

II. INQUIRIES

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this ITB must be submitted to Captain Todd Olson at tolson@stonington-ct.gov with copy to James Sullivan, Director of Finance, Town of Stonington, at jsullivan@stonington-ct.gov.

III. SUBMISSION OF PROPOSALS

General Requirements: Respondents are asked to provide Proposals for the replacement of handheld radios in accordance with all the terms and specification contained herein.

Respondents shall submit one (1) original and two (2) hard copies and one (1) electronic copy (a compiled Adobe PDF file) of their submittals.

Proposals shall contain the following at a minimum:

1. A brief qualification statement that demonstrates the technical expertise to provide the goods with the specifications outlined in this request.
2. A list of projects (3 minimum) with similar scope shall be provided, along with contacts identified for references.
3. A schedule indicating the time to deliver all requested goods and services.
4. Exhibits:
 - A) Proposer's Legal Status Disclosure Form
 - B) Proposer's Non-Collusion Affidavit Form
 - C) Proposer's Statement of References Form
 - D) Required Disclosures
 - E) Affirmative Action Affidavit
 - F) Proposal Form
 - G) Bid Form

IV. SELECTION PROCESS AND CRITERIA

Proposals will be evaluated on their qualifications by the Stonington Police Chief using the following criteria:

1. Bid proposal adherence to technical specifications as delineated above.
2. Ability to deliver goods and services in a timely fashion.
3. Proposed schedule.
4. Value of proposed fees.
5. Compliance/completion with/of submission requirements noted above in Section III.

V. GENERAL TERMS AND CONDITIONS

1. The Town reserves the right to reject any and all proposals, to waive any informality, to request interviews of proposers prior to award and to select and negotiate the consultant services in the best interest of the Town.
2. The Town reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected firm or team.
3. The Selected firm shall guarantee to provide the goods at the price of the proposal for a period of not less than sixty (60) days from the deadline for submission of proposals.
4. Unless otherwise stated, Payment Requests are to be submitted no more than once per month. Each Payment Request shall be signed by the Selected firm and shall constitute the Selected firm's representation that quantity of work has reached the level for which payment is requested, and that the Selected firm knows no reason why payment should not be made as requested. The Payment Request shall include an itemization of all services provided, including unit list price, net price, extensions and total amount due. The Town shall approve by signature the amount that, in the opinion of the Town, is properly owing to the Selected firm.
5. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the work, in an acceptable fashion, to the Town and receipt of invoice, whichever is later.
6. Town is exempt from all sales and Federal excise taxes.
7. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.
8. Unless otherwise specified all costs listed are firm for the term of the contract.
9. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to the Invitation to Bid.

10. All contracts entered into by the Town shall be governed by the Laws of the State of Connecticut. Any disputes shall be resolved within the venue of the State of Connecticut.

AWARD TO OTHER THAN THE APPARENT LOW BIDDER: The Town of Stonington reserves the right to award the work to a proposer other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Stonington.

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR REPLACEMENT OF TOWN OF STONINGTON
POLICE DEPARTMENT HANDHELD RADIOS

ITB: #2019-001

VI. STANDARD INSTRUCTIONS TO PROPOSERS

INTRODUCTION

Interested parties should submit a proposal in accordance with the requirements and directions contained in this INVITATION TO BID. **Proposers are prohibited from contacting any Town employee, officer or official concerning this INVITATION TO BID, except as set forth in Section 3, below. A proposer'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 INVITATION TO BID, these Standard Instructions to Proposers shall prevail.

1. RIGHT TO AMEND OR TERMINATE THE INVITATION TO BID OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this INVITATION TO BID if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, <http://www.stonington-ct.gov/bids-rfps> and/or the [CT DAS Contracting Portal](#). **Each proposer is responsible for checking the Town's website and CT DAS Contracting Portal to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the INVITATION TO BID as modified by the addenda.**

2. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received, by the date and time noted in the INVITATION TO BID 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 and two (2) hard copies, along with a digital copy of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**Handheld Radio**" and the **INVITATION TO BID Number ITB: #2019-001**. 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.

Proposal fee must be submitted on the Bid Form included in this INVITATION TO BID, see **Exhibit G**. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal fee must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as “SAME” shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the date and time the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, to give the Town sufficient time to review the proposals, 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 Proposal Form and all other forms included in this INVITATION TO BID.

3. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this INVITATION TO BID are to be submitted **only in writing via email** and directed **only to**:

Captain Todd Olson
Town of Stonington Police Department
173 South Broad Street
Pawcatuck, CT 06379
Email: tolson@stonington-ct.gov
Fax (860) 599-7533

Proposers shall copy Mr. James. Sullivan, jsullivan@stonington-ct.gov as well.

Proposers are prohibited from contacting any Town employee, officer or official concerning this INVITATION TO BID other than the designated official noted above. A proposer’s failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than the date specified under the time line. That representative will confirm receipt of a proposer’s questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this INVITATION TO BID and the resulting Contract, containing all questions received and answers provided.

The Town will post any addenda on Town’s website, <http://www.stonington-ct.gov/bids-rfps> or on the CT DAS contracting portal. **Each proposer is responsible for checking the websites to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the INVITATION TO BID as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above,

shall be effective to waive, change or otherwise modify any of the provisions of this INVITATION TO BID, and no proposer shall rely on any alleged oral statement.

4. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

5. COSTS FOR PREPARING PROPOSAL

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

6. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

7. 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.

8. REQUIRED DISCLOSURES

Each proposer must, in its Required Disclosures Form, see **Exhibit D**, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

9. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References Form included in this INVITATION TO BID, see **Exhibit C**.

10. 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. Each proposer must complete the Proposer's Legal Status Disclosure Form included in this INVITATION TO BID, see **Exhibit A**.

11. PERFORMANCE SECURITY – N/A

12. PROPOSAL (BID) SECURITY

Each bid must be accompanied by a certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5) percent of the bid. Such checks or bid bonds will be returned to all but the three lowest bidders within five days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract; or if no award has been made within 60 days after the date of the opening of the bids, upon demand of the bidder at any time there- after, so long as he has not been notified of the acceptance of his bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond, if applicable, have been executed and approved, after which it will be returned.

13. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this INVITATION TO 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 INVITATION TO BID, including but not only any addenda posted on the Town's website and/or CT DAS Contracting Portal, 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 INVITATION TO BID or the provision of goods or 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/the goods described in this INVITATION TO BID, and it is capable of performing the work/delivering/installing the goods 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. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). Federal Tax-Exempt number will be provided to the selected firm prior to execution of contract.

15. **INSURANCE – N/A**

16. **AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION**

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this INVITATION TO BID. Proposers 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 INVITATION TO BID to any combination of separate proposals or proposers.

The Town will select the lowest responsible proposer, meaning that, in addition to price, due consideration will be given to factors such as a proposer's experience, references, capabilities, past performance, and other relevant criteria.

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

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations 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 executed by the Town and the proposer.**

17. **NONRESIDENT CONTRACTORS – N/A**

18. **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.

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. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

Non-Discrimination and Affirmative Action

In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

Connecticut's Prevailing Wage Law Provision

If applicable, the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is \$400,000 or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is \$100,000 or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate for payment. The contractor

should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

Executive Orders

The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Occupational Safety and Health Administration Requirement

According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least \$100,000 shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

19. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's Non-Collusion Affidavit Form that is part of this INVITATION TO BID, see **Exhibit B**.

20. CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form.

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 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 malfeasance,

misconduct, negligence or failure to meet its obligations under the INVITATION TO BID 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 or its 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 or its 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 or its Indemnified Parties in enforcing any of the successful proposer's obligations under this section. The successful proposer's obligations under this section shall survive the termination or expiration of 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 its 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. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty

(30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

d. PREFERENCES

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Hartford County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

e. 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.

f. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

g. AMENDMENTS

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

h. 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.

i. 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.

j. 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 the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

k. 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 worker's compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR REPLACEMENT OF TOWN OF STONINGTON POLICE DEPARTMENT HANDHELD RADIOS

ITB: #2019-001

PROPOSER'S LEGAL STATUS DISCLOSURE

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.

Company Federal Tax ID#: _____
Company DUNS#: _____

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) 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."

Proposer's Full Legal Name

(print)

Name and Title of Proposer's Authorized Representative

(signature)

Proposer's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF STONINGTON, CONNECTICUT

**INVITATION TO BID FOR REPLACEMENT OF TOWN OF STONINGTON
POLICE DEPARTMENT HANDHELD RADIOS**

ITB: #2019-001

PROPOSER'S NON-COLLUSION AFFIDAVIT FORM

PROPOSAL FOR:

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 proposal;
- (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 Stonington is directly or indirectly interested in the proposer's proposal, 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 Stonington 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 _____, 2017.

Notary Public
My Commission Expires:

END OF NON-COLLUSION AFFIDAVIT FORM

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR REPLACEMENT OF TOWN OF STONINGTON
POLICE DEPARTMENT HANDHELD RADIOS

ITB: #2019-001

PROPOSER'S STATEMENT OF REFERENCES FORM

Provide at least three (3) references:

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

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

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

END OF STATEMENT OF REFERENCES FORM

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR REPLACEMENT OF TOWN OF STONINGTON
POLICE DEPARTMENT HANDHELD RADIOS

ITB: #2019-001

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications of the INVITATION TO BID

_____ This proposal does not take exception to or seek to clarify or modify any requirement of the INVITATION TO BID, including but not only any of the Contract Terms set forth in the Standard Instructions to Proposers. **The proposer agrees to each and every requirement, term, provision and condition of this INVITATION TO BID.**

OR

_____ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the INVITATION TO BID requirements, including but not only the following Contract Terms set forth in 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 (current or former, regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved 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 (current or former, 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 (current or former, 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.

7. Federal Debarment List

Is the proposer on the Federal Government’s Debarment List?

_____Yes

_____No

END OF REQUIRED DISCLOSURES FORM

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR REPLACEMENT OF TOWN OF STONINGTON POLICE DEPARTMENT HANDHELD RADIOS

ITB: #2019-001

AFFIRMATIVE ACTION/EEO AFFIDAVIT

Concerning Equal Employment Opportunities and/or Affirmative Action Policy I/we, the respondent, certify to the TOWN OF STONINGTON that:

- 1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2. I/we do not maintain segregated facilities.
- 3. I/we have filed all required employer's information reports.
- 4. I/we have developed and maintain written affirmative action programs.
- 5. I/we list job openings with federal and state employment services.
- 6. I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7. I/we are in compliance with the Americans with Disabilities Act.
- 8. I/we (check one)
 - _____ have an Affirmative Action Program, or
 - _____ employ 10 people or fewer

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person: _____

Subscribed and sworn to me _____

This ____ day of April, 2017

Notary Public

My Commission Expires _____
date

END OF AFFIDAVIT FORM

TOWN OF STONINGTON, CONNECTICUT

**INVITATION TO BID FOR REPLACEMENT OF TOWN OF STONINGTON
POLICE DEPARTMENT HANDHELD RADIOS**

ITB: #2019-001

PROPOSAL FORM

BIDDER

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Contact Person: _____ Title: _____

To the Police Commission Town of Stonington:

We submit for your consideration our INVITATION TO BID:

We have read the INVITATION TO BID documents and are submitting our bid in full compliance with all terms and conditions except as noted below under "Exceptions."

END OF PROPOSAL FORM

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR REPLACEMENT OF TOWN OF STONINGTON
POLICE DEPARTMENT HANDHELD RADIOS

ITB: #2019-001

BID FORM

We agree to perform the work described in INVITATION TO BID: #2019-001 for the following amounts:

	<u>Per Unit Cost</u>	<u>Extended</u>
Cost of radios – 50 units	\$ _____	\$ _____
Kenwood KMC-54WDM Microphone - 55 units	\$ _____	\$ _____
Kenwood KHS-11BL 2-wire palm mic w/earphone, univ connector (black) – 10 units	\$ _____	\$ _____
Kenwood 2505000100 VK5000 keyloader kit – 1 unit	\$ _____	\$ _____
Kenwood 23500095005 keyloader cable assemble - portable – 1 unit	\$ _____	\$ _____
Kenwood KPG-93 KVL-3000/3000 plus interface cable – 1 unit	\$ _____	\$ _____
Kenwood KBH-11 Belt Clip – 55 units	\$ _____	\$ _____
Kenwood KRA-32K 700/800 ¼ wave portable antenna – 60 units	\$ _____	\$ _____
Kenwood KNB-L3M Extended life battery LI-ION 3400MAH high capacity – 110 units	\$ _____	\$ _____

Kenwood R50843LP3001 Leather holster swivel – case leather police VP6000 L3D swivel – 60 units	\$ _____	\$ _____
Endura EC2M-KW4A-D desktop charger – 52 units	\$ _____	\$ _____
Endura EC12M 12 Position base charger – 4 units	\$ _____	\$ _____
Endura EC6M-MB Mounting bracket for 12 position charger – 4 units	\$ _____	\$ _____
Total Net Cost – Bid Amount	\$ _____	\$ _____

***Note, total net cost of radios and accessories includes delivery costs.**

AUTHORIZED REPRESENTATIVE:

Name of Firm

Printed Name and Title

Signature

Date:

END OF BID FORM