

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
CITY HALL, RM. 307
36 COURT STREET, SPRINGFIELD, MA 01103

INVITATION FOR BID

Bid Number: 24-189 Price Agreement for the Purchase of Tasers, Training and Maintenance for Springfield Police Department

IFBs will be received at the Office of Procurement until 2:00 P.M. EST March 27th, 2024 and will be logged in at that time. Bids received after the due date and time will be returned unopened and not considered.

Vendor must submit their bid response in a sealed envelope marked “**24-189, Price Agreement for the Purchase of Tasers, Training and Maintenance for Springfield Police Department**” including the Vendor’s name on the sealed envelope and opening date.

By: Abbie Kusekoski, Purchasing Agent

This proposed procurement is for: Purchase of Tasers, Training and Maintenance

As Requested by: City of Springfield Police Department

Acknowledge addenda number(s) ____, ____, ____, ____

This Proposal is submitted by: _____
(Company Name)

(Company Address)

signed by: _____
(Printed or Typed Name and Title)

_____/_____/_____
(Signature and Date)

Telephone Number: _____ **Fax Number** _____

Email: _____

**ADVERTISEMENT
CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT**

Invitation for Bids No. 24-189; Price Agreement: Tasers, Training and Maintenance

Requesting Department: Springfield Police Department

Bids will be received until **2:00 PM EST:** **March 27, 2024** by:
The Office of Procurement
Lauren Stabilo, Chief Procurement Officer
36 Court Street, Room 307, Springfield MA 01103
Phone (413) 787-6285 FAX 787-6295

at which time the bids will be publicly opened and read. Bid documents and specifications will be available at no charge beginning March 11, 2024, at the Office of Procurement from 9:00 A.M. to 4:30 P.M., or through the City's website; www.springfieldcityhall.com. Please refer to the bid number and opening date when requesting. The services included in this bid will fall under M.G.L. Ch. 30B and other applicable procurement statutes.

The City is seeking a Vendor to supply Tasers, holsters and accessories on an as needed basis. SPD is also looking for the Vendor to perform necessary training and maintenance to ensure safety throughout the City.

The City intends to award One (1) contract to the lowest responsible and eligible bidder. The estimated value of the contract shall not exceed \$150,000.00 per year. The initial term of this contract will be for One (1) year, but will include Two (2) automatic one-year in length renewals, to be exercised at the City's sole discretion.

All questions regarding bid or its specifications must be received by the Office of Procurement by March 18, 2024 at 4:30 P.M. The City of Springfield goal of twenty (20%) MWBE participation applies. The Office of Procurement reserves the right to waive any informality in and to reject any or all bids if it is in the public interest to do so.

Note: to newspaper: Insert the above advertisement in the Springfield Union-News ONLY under the heading "Legal Notice" on the following date: **March 11, 2024**
REFERENCE: 4137876285 per bid 24-189 Tasers, Training and Maintenance.

**IFB No. 24-189 PRICE AGREEMENT FOR PURCHASE OF
TASERS®, HOLSTERS, ACCESSORIES; TRAINING AND
MAINTENANCE**

**SPRINGFIELD POLICE DEPARTMENT
CITY OF SPRINGFIELD**

**Bid Opening Date:
March 27, 2024 2:00 P.M. EST**

I. INTRODUCTION

A. General

1. The City of Springfield Massachusetts (the “City”) through the Springfield Police Department (“SPD”) is seeking bid responses from qualified vendors to provide Tasers, holsters, accessories, training and maintenance. The purpose of this IFB is to meet the SPD needs for providing safety for the City of Springfield. The resulting contract will allow great flexibility in the purchase of Tasers and related supplies and services.
2. The Selected Vendor will be responsible for providing all necessary labor, supervision, materials, equipment and supplies for the services specified in this IFB. The City will **NOT BE OBLIGATED** to purchase any goods/products under any awarded contract. The City reserves the right to solicit other proposals for work that is not a part of this proposal.
3. The City is seeking vendor that can meet the City’s needs to supply Tasers, Holsters, and all Accessories (or approved equivalents) for the Springfield Law Enforcement, Security, Fire, Rescue and Emergency/Disaster Response Departments.
4. This procurement is governed by Massachusetts General Laws Chapter 30B Section 5 and other procurement statutes.

B. Contract Information

1. The City intends to award a single contract to the vendor who is the most responsible and responsive bidder offering the lowest prices for products. Contract award will be based on the pricing for all of specified Tasers and Accessories. Total Contract value is estimated not to exceed **One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00)** per year.

- i. A responsive bidder is one who promises to supply the specified supply and/or service and whose bid is properly and completely submitted.
- ii. A responsible bidder is one who possesses the necessary resources, ability and integrity to fully perform the contract.

2. Inclusion of any conditions in a bid response to this bid proposal, which deviate from this bid, shall be cause for rejection of the bidder's response to this bid solicitation.

3. The Vendor must complete and submit their pricing on the Bid Pricing Form, attached as **Exhibit A**. Please do not alter the forms. Bidders must submit prices for the bid in both words and figures. In case of discrepancy, written words shall prevail.

4. The awarded contract will be in a similar form as the Sample Contract attached to this IFB as **Exhibit B**. By submitting a bid, Vendor is accepting they will be bound to the terms and conditions as listed in **Exhibit B**.

C. Insurance Requirements (As Listed in the Sample Contract, Exhibit B)

1. Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts providing coverage for all claims pursuant to M.G.L. c. 152.

2. Commercial general liability insurance covering claims based on personal injuries, including death, or damage to property arising out of any act or omission of the Contractor or of any of its employees, agents, or subcontractors, with not less than \$1,000,000.00 single limits and \$3,000,000.00 aggregate limits.

3. The insurers will be authorized to do business in Massachusetts.

4. The Contractor hereby agrees to and shall at all times defend, indemnify and hold the City and its officers, agents and employees, wholly harmless from any and all losses, cost, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, suits by any person or persons, injuries, damages or death, and other liabilities of whatever kind or nature, caused by, resulting from, incident to, connected with, or arising directly or indirectly out of the act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally responsible, whether or not caused in part by any act or neglect on the part of the City, its officers, employees, agents or servants, or others, including parties indemnified hereunder. This indemnity shall survive termination of the contract.

II. BID SUBMISSION INFORMATION

A. Questions and Addenda

1. **Questions regarding the IFB** should be in writing and delivered via email or facsimile (413)787-6295 to:

Office of Procurement
Attn: Abbie Kusekoski, Procurement Agent
City Hall – Room 307
36 Court Street
Springfield, MA 01103
akusekoski@springfieldcityhall.com

2. All inquiries related to the requirements should prominently refer to “**Bid No. 24-189, Price Agreement for the Purchase of Tasers, Training and Maintenance**”, and the bid opening date. In order to be considered, questions must be made in writing and received by the Office or Procurement no later than **March 18, 2024 at 4:30 P.M.** Responses to inquiries will be in the form of a numbered addendum to the specifications issued by the Office or Procurement and sent to all parties listed in the bid file as Bidder(s) holding the bid documents. Bidders should base responses only on the specifications including any addenda.

3. **PLEASE NOTE that all addenda must be acknowledged** either in the bid response (there is a space for that purpose on the bid cover sheet) when submitted or by following the instructions on the addendum cover sheet. If using the latter means to acknowledge receipt, the Bidder must write the business name on the form, sign the sheet and fax it to (413)787-6295 and/or include a copy of the sheet in the bid response. Failure to acknowledge any addendum may cause rejection of a bid response as required by Massachusetts General Laws.

B. Required Forms

1. The Vendor understands that the following documents included in this bid must be included in the Vendor’s response to this bid. If Vendor fails to provide all documents requested below, the bid may be rejected.

2. Required Documents are documents that must be completed and submitted in your bid response package and received at Procurement before the time set for receipt. Review your bid response carefully to be sure all requirements are included.

3. Unnecessary samples, attachments or other documents not specifically asked for should not be submitted. Please enter the firm price in the space provided on your Cost Sheet. Required Documents are documents that must be completed and submitted in your bid response package and received at Procurement at or before the time set for receipt.

4. The following documents require responses and must be included in the *sealed* bid response package (**Exhibit C: Required Documents**):

1. IFB Cover Sheet (**signed**)
2. **Exhibit A**, Pricing Sheet

3. **Exhibit B**, Sample Contract (**included for Bidder review only, not for bid submission**)
4. Non-Collusion/Fraud Form
5. Tax Certification Affidavit (**must be signed and notarized**)
6. Affirmative Action Plan Form
7. Bidders Reference Form
8. Contact Information Sheet
9. Acknowledgment of all Addenda (**if issued**)
10. All other forms to be completed, signed and notarized where applicable

C. Submission Format

1. Submission of Bids. **Bidders are required to submit one (1) original Bid Response and one (1) hard copy**. Any Bids must be submitted in sealed envelopes each of which shall be clearly identified on the outside as; package; “**Bid No. 24-189, Price Agreement for the Purchase of Tasers, Training and Maintenance**”. The Bid envelope shall be placed inside a single contained (box, envelope, etc.) clearly identified on the outside as Vendor’s name; “**Bid No. 24-189, Price Agreement for the Purchase of Tasers, Training Maintenance**”, with bid number and opening date. The bid shall be delivered to the address below:

The Office of Procurement
City of Springfield
Attention: Lauren Stabilo, Chief Procurement Office
36 Court Street, Room 307
Springfield, MA 01103

2. Bidder forms shall be completed in ink, computer, or by typewriter. Bids by corporations shall be executed in the corporate name by the president or other corporate officer accompanied by evidence of authority to sign and attest by the secretary or an assistant secretary, the corporate address and state of incorporation shall appear below the signature. Bids by partnerships shall be executed in the partnerships name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature. Bids by joint ventures shall be similarly executed by all joint venture partners. All names shall be typed or printed below the signatures.

3. Each bid submitted shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the form). The address to which communications regarding the proposal are to be directed shall be shown.

4. A Bidder may correct, modify or withdraw its proposal by written notice received by the City at the address specified above prior to the time and date specified for receipt of bids. After such time, a Bidder may not change its proposal in a manner prejudicial to City or fair competition.

All submitted Bid pricing will be help firm by the City for a period of not less than Ninety (90) days.

5. The City shall notify the selected Proposer within the time for acceptance specified above. The selected Bidder will be required to sign a contract with the City (See Contract Form in **Exhibit B**), consistent with this bid proposal, within ninety (90) days of receipt of notice of award. Inclusion of any conditions in a proposal response to this bid proposal, which deviate from this bid proposal, shall be cause for rejection of the proposer's response to this bid proposal.

6. Bid responses must be received by **2:00 PM EST on March 27, 2024**. Bid responses received after the bid opening time will **not** be accepted. Bids delivered to any other office or location will be rejected as non-responsive. If at the time of the scheduled IFB opening, City Hall or the Office of Procurement is closed due to uncontrolled events such as fire, or building evacuation, the IFB opening will be postponed until 2:00 PM on the next normal business day. IFB's will be accepted until that date and time.

7. Proposals shall be delivered by U.S. Mail, overnight delivery service (e.g., UPS or Federal Express), or by hand. Delivery by facsimile or electronic mail is prohibited. It is the Proposer's sole responsibility to ensure that its proposal is received at the proper location on or prior to the deadline.

D. Estimated Procurement Calendar

EVENT	DATE
SOLICITATION: RELEASE DATE	March 11 th , 2024
DEADLINE FOR SUBMISSION OF WRITTEN QUESTIONS TO CITY OF SPRINGFIELD – OFFICE OF PROCUREMENT	March 18 th , 2024 4:30 P.M. EST (akusekoski@springfieldcityhall.com)
OFFICIAL ANSWERS PUBLISHED (ESTIMATED)	March 20 th , 2024 4:30 P.M. EST
SOLICITATION CLOSE DATE / SUBMISSION DEADLINE	March 27 th , 2024 2:00 P.M. EST
CONTRACT(S): ESTIMATED CONTRACT START DATE	No later than May 2024

III. SCOPE OF SERVICES

A. General

1. The intent of this Invitation for Bids is to obtain competitive offers and select One (1) vendor to furnish and deliver a variety of Tasers® (or other approved equivalent products), Equipment and Training.

2. The Springfield Police Department will order products/materials on an as needed basis during the term of this agreement.
3. The City of Springfield reserves the right to add mutually agreed upon items/services at any time during the life of the contract.
4. This IFB is designed to identify core product categories that are representative of each supplier's product line for Tasers, Equipment and Training. However, such representation is not limited or restricted to those product categories but is specifically referenced for purpose of determining acceptable discount as a percent off the current supplier's price list. The City will have the opportunity to add mutually agreed upon products.

B. Delivery

1. All prices to this bid are to include delivery to:

Springfield Police Department
Attn: Academy/Training Division
50 East Street
Springfield, MA 01104

No charges for delivery, drayage, parcel post, packing, cartage, insurance, license fees, or for any other purpose will be paid by the SPD. Delivery of items ordered will be required within Fourteen (14) business days after receipt of order unless otherwise mutually agreed upon by the requesting department and the Vendor. In addition to all other rights and remedies, the City reserves the right to reject items delivered late.

2. Contractor shall retain title to merchandise until accepted by the SPD at the place designated for delivery. Contractor shall be responsible for filing all claims for damage or loss resulting from shipment, and shall provide timely remedy to the SPD for any loss thereby incurred.
3. All items covered by this contract shall be subject to inspection and acceptance at destination. Any material found to be damaged, as well as broken seals on packages or unmarked packages shall be removed and replaced by the Contractor at no cost to the SPD. All product delivered to ordering departments will be new and in unopened cases or boxes. Shipments must have an itemized packing slip.
4. The City department that is making the purchase is to establish ordering procedures with the awarded vendor(s). No order is valid until the vendor receives a Department-authorized Purchase Order Number.
5. All products must be delivered and unloaded in-house or on-site to the location at the contractor's risk with all charges for transportation and unloading prepaid by the contractor. Product delivery is to be made via the contractor's vehicles or common carrier.

6. If an item is out of stock, the contractor must make every effort to supply the ordered item within the original timeframe. If such arrangements cannot be made, the contractor must make every effort to have the item delivered as soon as possible.

C. Product Specifications and Branding

1. Products provided by vendors as a result of this IFB shall generally be commercial grade and meet all Federal, City, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the vendor for credit and at no charge to the City. All items purchased shall carry a standard manufacturer's warranty.

2. All specifications included as a part of this Invitation are designed to set forth the level of quality and performances desired by the SPD, and are intended to be descriptive, not restrictive. Whenever any article, material, or equipment is described by use of a product or brand name, or by using the name of a manufacturer or vendor, the use of same is for informative purposes only, and the term "or equal" if not inserted is implied.

3. Bidders may submit alternate offers on items they deem to be equal or superior in quality and performance to the specifications set forth. However, such offers must designate the manufacturer, brand or trade name, and model number of the items offered, and be accompanied by descriptive material in the form of literature, catalog cuts and specifications fully describing the items proposed, and detailing any deviations from the specifications established by the SPD. Failure to provide this information will be at bidder's risk and may be cause for rejection of the item offered.

4. The responsibility to determine the equivalence of quality and performance of any item offered to the specifications established for this specification rests solely with the SPD and its decision shall be final.

D. Warranty

1. The vendor shall act as the manufacturer's agent for all warranty issues.

2. All items purchase shall carry a standard manufacturer warranty.

3. The Vendor shall guarantee and warrant each product and shall replace, repair, or make good, without cost to the City, and defects or faults arising within one (1) year after date of acceptance of the product.

E. Pricing, Discount Structure and Rule for Award

1. Unit prices only are to be entered on the bid form (See **Exhibit A**) for the SPD's requirements during the contract term. The SPD may purchase any, all, or none of the products specified in accordance with its actual requirements up to the amount of the contract not to exceed limit.

2. Core Items, listed in **Exhibit A** will be an evaluation toll and will be an integral part of the vendor evaluation process for contract award, but the City will not be limited to purchasing only these products. The listed products are the products that the City purchases most often, and will be used for awarding purposes for this reason.

3. Award for this contract will be awarded to One (1) bidder who are the most responsive and responsible and who offer the lowest price.

F. Restocking

1. Vendors are required to take back any item within thirty (30) days of receipt of the order at no charge to the City, except in the case of special-order items.

2. For special order items, the vendor is not allowed to charge a restocking fee. If the requesting department, through their own fault, incorrectly ordered the item(s), the department will pay for return shipping. If the ordering is due to incorrect information from the vendor or any other vendor error, the vendor must pay for return shipping.

IV. ADDITIONAL SERVICE REQUIREMENTS

A. General Information

1. This IFB does not give the successful bidder(s) the proprietary right on sale of products covered within this IFB. This IFB and resulting contract are intended to supplement existing primary commodity contracts.

2. The City is not required to purchase any items from any Vendor and reserves the right to purchase such supplies from other vendors.

3. Bidders are required to have an established customer service and technical support team. Bidders must identify in their bid response their customer service and technical support teams who will be dedicated to this contract.

4. Bidders must identify in their bid response a Contract Manager to be the contact person responsible for contract compliance during the term of the resulting contract. This contract manager will remain as liaison as long as the City deems that person capable of supporting the awarded contract. (The Contract Manager can be the same person as identified in Section Three).

5. The City of Springfield and its subdivisions accepts no liability and will provide no accommodation to vendors who submit a bid based upon an out-of-date solicitation document.

6. The bidder may not alter the IFB or its components except for those portions intended to collect the vendor's response (cost pages, etc.) Modifications to the body of the IFB, specifications, terms and conditions, or any other documents that would change the intent of this IFB are prohibited. Any modifications other than where the vendor is prompted for a response will disqualify the bid.

V. INVOICING AND BILLING REQUIREMENTS

A. The awarded vendor **must** agree to apply lump payments to the appropriate invoices. To clarify, the City Treasurer's Office may print one check that combines payments from several different City entities. The invoice will have itemized information for each payee that includes: the agency's invoice numbers; the listed retail cost, the dollar amount being paid by the agency toward each invoice; the agency's accounting code and part of its name. The vendor must specify a customer service representative to resolve any problems or discrepancies with billing. The City (including all allowable use of this contract) is not to be automatically put on a delinquent status and denied purchasing ability due to an error on the part of the Vendor or the Vendor's financial institution. Vendor must assign a customer services representative to act as a liaison between the financial institution and the City. The vendor receives a Department-authorized Purchase Order Number.

B. The Vendor is required to invoice the SPD by individual job for materials purchased. The Vendor will be issued an individual work order and purchase order, at the time of the material request (should it be during normal business hours), for each supply, and should be noted on the invoice upon submittal.

C. The Vendor is required to respond to work authorized only by the SPD. Any work solicited from a building occupant or other City Department will not be paid for as part of this agreement.

D. All invoices should be sent to the Police Department at:

Springfield Police Department
Attn: Accounts Payable
130 Pearl Street
Springfield, MA 01105

Invoices shall include description of material, job location, P.O. reference number and material costs.

END OF SPECIFICATIONS

EXHIBIT A

BID LISTING SHEET- Exhibit A

Ship to: Springfield Police Department Academy/Training Division, 50 East Street, Springfield MA 01104
Attn: Capt. David Kane

Item No.	Est. Quantity	Unit	Description	Unit Cost
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Tasers & Accessories “or equal”

1.	200	each	#20012- Taser 7 Live Cartridge, Standoff (3.5-Degree)	\$ _____
2.	200	each	#20013- Taser 7 Live Cartridge, Close Quarters (12-Degree)	\$ _____
3.	200	each	#20014- Taser 7 Hook-And-Loop Training (Halt) Cartridge, Standoff	\$ _____
4.	200	each	#20015- Taser 7 Hook-And-Loop Training (Halt) Cartridge, Close Quart	\$ _____
5.	1	each	#20120- Taser 7 Instructor Course Voucher	\$ _____
6.	1	each	#20119- Taser 7 Master Instructor School Voucher	\$ _____
7.	200	each	#20141- Taser 7 Evidence.Com License	\$ _____
8.	250	each	#20063- Taser 7 Holster - Safariland, Right Hand*	\$ _____
9.	100	each	#20089- Taser 7 Certification Plan Year	\$ _____

Total Amount (Unit Cost). Add up total of items 1-9 above: \$ _____

Total Amount in Words: \$ _____

If bidding an equal the item quoted must be approved by the State of Massachusetts protocol regulations for Tasers.

*This is also to include Taser 7 Holster – Safariland, Left Hand

EXHIBIT B

**CONTRACT FOR PURCHASE OF TASERS AND ASSOCIATED ACCESSORIES FOR THE
SPRINGFIELD POLICE DEPARTMENT**

This Agreement is made this XXXXXX, at the City of Springfield, in the County of Hampden and Commonwealth of Massachusetts, by and between XXXXX, with a principal place of business XXXXX (hereinafter called the Vendor), and the City of Springfield, a municipal corporation with an address of 36 Court Street, Springfield, Hampden County, MA. 01103, acting by and through its Police Department - with the approval of its Mayor (hereinafter called the "CITY").

WHEREAS, the Springfield Police Department is in need of a Vendor to supply specific law enforcement products (Tasers and associated Taser accessories) in order to better serve the public and perform its departmental function and mission; and

WHEREAS, the Vendor is the producer and seller of the desired Tasers, Taser equipment, and Taser accessories, attached hereto at Exhibit A; and

WHEREAS, the goods to be purchased under this agreement being procured, by the City pursuant Bid No. 21-110, by Massachusetts General Laws Chapter 30B; and

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

I. SCOPE OF SERVICES

A. The City agrees to purchase and the Vendor agrees to sell and deliver, FOB Taser's shipping facility to the Springfield Police Department the following Taser products and equipment, as further described in the Vendor's bid submission (Including terms and conditions) attached hereto as Exhibit B.

B. Purchase Breakdown:

- | | | | | |
|----|----|------|---------|---|
| 1. | 12 | each | #22003- | Handle, Yellow, Class III, X2 Taser CEW |
| 2. | 50 | each | #22501- | Holster, Blackhawk, Right, X2, 44HT01BK-R-B |
| 3. | 10 | each | #22504- | Holster, Blackhawk, Left, X2 44HT01BK-L-B |
| 4. | 1 | each | #22013- | Kit, Data port download, USB, X2/X26P |
| 5. | 5 | each | #80004- | Target, Conductive, 2 Part, Top & Bottom |

6. 500 each #22151- Cartridge, Performance, Smart, 25'
7. 100 each #22155- Cartridge, Performance, Smart, Inert Sim, 25'
8. 75 each #22011- APPM, Battery Pack, Auto Shutoff, X2/X26P
9. 12 each #22014- Warranty, 4 Year

C. Total Liability to the City of Springfield under this Agreement- Not to Exceed One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) annually.

D. Satisfaction. The Vendor is responsible for ensuring that all services under this Agreement are performed to the City's satisfaction.

E. Vendor's Warranty. The Vendor warrants that the products provided hereunder shall conform to the Requirements, Promises, and Covenants more specifically set forth in the Vendor's Warranty, Attached hereto as Exhibit C.

II. MATERIAL CHANGES TO AGREEMENT, CONTRACT CONTACTS

A. Any material changes to the terms of this Agreement and Vendor's quote (See, Exhibit B), including the time for performance and/or fee for services must be contained in a written amendment signed by all authorized representatives of the parties listed on the signature page of this Agreement. Where no specific schedule for performance of the services is listed in the Agreement, the services will be scheduled by mutual agreement of the Vendor and the City of Springfield.

B. Vendor Contact. The parties agree that XXXX shall be the principal representative of the Vendor assigned to this agreement, available at (XXX) XXX-XXXX, and xxxx@xxxx

C. Police Contact. In the performance of this Agreement, the Vendor's primary contact person at the Police Department is Officer VanZandt, @ XXXX@springfieldpolice.net. The Police Department Liaison or his/her designee will be the Vendor's contact person at the Police Department, will respond to the Vendor's questions related to the Project, and will receive the Vendor's reports and deliverables related to the Project.

D. Notices. Notices to the parties under this Agreement shall be sent to the following addresses unless a party specifically notifies the other party in writing that notices should be sent to a different person or address.

The City: City of Springfield
Office of Procurement
36 Court Street, Room 307
Springfield, MA 01103
(413) 787-6284

The Vendor: XXXX

E. Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

F. All notices and other communications hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when either received in person or mailed by first class mail postage prepaid or other delivery service, including overnight delivery, to the intended recipient hereof at its address shown above or to such other address as such intended recipient may specify in a notice pursuant to this section.

G. Successors and Assigns. The City and the Vendor each bind themselves and their legal representatives to all covenants of this Agreement. Neither the City nor the Vendor shall assign any interest in this Agreement or transfer any interest in the same without prior written approval of the other party thereto.

III. COMPENSATION

A. Not to Exceed Fee: In consideration for the services rendered by the Vendor as described in Exhibit A, Exhibit B, and this Agreement, the City shall compensate the Vendor in an amount not to exceed One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00). See Exhibit B.

B. Invoices: The Vendor shall invoice the Police Department for goods provided. The City shall make payment after processing by the City Comptroller and City Treasurer, and within thirty (30) days of receipt of invoices. Invoices shall be submitted to:

Springfield Police Department
Attn: Accounts Payable
130 Pearl Street
Springfield, MA 01105
(413) 787-6318

C. Invoices must include the following minimum information: purchase order number, quantity and description of items or services shipped/provided, unit price, total dollar amount, vendor invoice number, and state contract number. Following execution of this Agreement in full, and the issuance of purchase orders for individual purchases under this Agreement, invoices will be paid within 30 days of receipt and approval. Invoices will be reviewed to ensure goods were delivered to satisfaction of the Police Commissioner or his Designee. The City is tax exempt.

D. In the event that invoices are submitted prior to execution of this Agreement by all parties, payment shall be due within 30 days of execution.

E. The City shall not be liable for any services, expenses, or costs in connection with this Agreement in excess of the amount set forth in paragraph 3(A) unless otherwise amended in writing.

IV. RECORDS

A. The Vendor shall retain all records and accounts, including financial records, for seven (7) years after the expiration of this Agreement, and upon termination or expiration of this Agreement, shall turn all such records over to the City.

V. TERMINATION

A. By the City. The City may terminate this Agreement for cause if the Vendor breaches any material obligation under this agreement by sending written notice to the Vendor, effective 5 days after receipt unless the Vendor cures such breach within the 5 day period or, if such breach cannot be cured within 5 days, unless the Vendor commences to cure such breach within the 5 day period and diligently and continuously works to cure the breach thereafter.

B. By the Vendor. The Vendor may terminate this Agreement if the City breaches any material obligation under this Agreement by sending written notice to the City, effective 14 days after receipt unless the City cures such breach within the 14 day period or, if such breach cannot be cured within 14 days, unless the City commences to cure such breach within the 14 day period and diligently and continuously works to cure the breach thereafter.

C. Termination of this Agreement shall not affect any rights or obligations accrued prior thereto.

VI. INDEMNIFICATION

A. Indemnification: The Vendor shall assume the defense of (with counsel acceptable to the City) and indemnify and hold harmless the City, the Police Department and their respective officers, agents and employees from any and all suits and claims against it or any of them arising from any negligent or intentional act or omission of the Vendor, its agents, associates, Vendors, employees, partners or servants, in any way connected with the performance of this Agreement. This provision shall survive the termination of the Agreement.

VII. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable state, federal and local laws, and all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the City of Springfield, acting by and through the Police Commissioner, with the approval of the Mayor, and **XXXX**, have executed this Agreement as a sealed instrument on the day and year the same is signed by all parties hereto, on the latest date noted below.

THE VENDOR:
XXXX

BY: _____
Its: _____
Date signed: _____

THE CITY OF SPRINGFIELD:

Chief Procurement Officer

Springfield Police Department

Approved as to Appropriation:

City Comptroller

Approved as to Form:

City Solicitor

Approved

CAFO
Date signed: _____

APPROVED:

DOMENIC J. SARNO, MAYOR
Date signed: _____

EXHIBIT C

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

(NAME OF PERSON SIGNING BID)

(SIGNATURE)

(COMPANY)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER.
FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR IMMEDIATE
REJECTION

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance **at the time it submits its bid and afterwards if selected as the contractor**, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____

State Identification Number _____

Federal Identification Number _____

Pursuant to M.G.L. Ch. 62c, sec. 49a.

Company: _____

P.O. Box (if any): _____ Street Address Only: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

List address(es) of all other property owned by company in Springfield: _____

Please Identify if the bidder/proposer is a:

Corporation _____

Individual _____ Name of Individual: _____

Partnership _____ Names of all Partners: _____

Limited Liability Company _____ Names of all Managers: _____

Limited Liability Partnership _____ Names of Partners: _____

Limited Partnership _____ Names of all General Partners: _____

You must complete the following certifications and have the signature(s) notarized on the lines below.

TAX CERTIFICATION

I, _____ certify under the pains and penalties of perjury that _____, to my best
(Authorized Agent) (Bidder/Proposer)

knowledge and belief, has/have complied with all **United States Federal, Commonwealth of Massachusetts, and City of Springfield** taxes required by law.

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

Notary Public

STATE OF _____, 2024

County of _____, ss.

Then personally appeared before me [name] _____, [title] _____ of
[company name] _____, being duly sworn, and made oath that he/she has read the foregoing
document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the
foregoing to be his/her free act and deed and the free act and deed of [company name] _____.

Notary Public

My commission expires: _____

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT SUBMISSION. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

AFFIRMATIVE ACTION PLAN

NAME OF PROJECT _____ BID NO. _____

A.) Bidder shall include Company Policy Statement which sets forth the Chief Executive Officer's attitude on equal employment opportunity.

B.) Company's Officer _____

NAME OF FIRM _____

NAME _____

POSITION OR TITLE _____

BUSINESS ADDRESS _____

CITY _____

TELEPHONE _____

C.) What is the total number of employees that is currently employed by your company?

Please provide a profile of your workforce.

D.) What is your anticipated work force for this project/service? _____
Number of Minorities _____ Number of Females _____

E.) Is your company a member of a union Yes ___ No ___. If yes what union local number and location. _____

F.) Describe company's advertising, recruiting efforts, and systematic contact with minority group organization, etc. and evidence that minority group members are being sought from all recruitment sources. _____

G.) Is your company at least 51% owned and controlled by one of the following groups members? If yes, would you kindly circle the appropriate categories.

MALE--FEMALE: Black, Hispanic, Asian, American Indian,
Alaskan Native, Cape Verdean, Caucasian.

AUTHORIZED SIGNATURE _____ DATE _____

FIRM _____

ADDRESS _____

TELEPHONE NO. _____

**THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID
/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE
REQUIRED INFORMATION IS PROVIDED OR NOT.**

REFERENCE FORM

Please list at a minimum three (3) business references for service contracts similar in scope and intensity as the proposed Invitation for Bid.

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

Contact Information

Individual who can respond to requests for additional information:

Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

Individual who is authorized to negotiate and sign a contract:

Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____