

INVITATION FOR BID

CITY OF EVERETT, MASSACHUSETTS

PURCHASE OF FIREARMS

AND TRADE-IN OF FIREARMS

**IFB #24-43**

**Bids Due: March 12, 2024, at 1:00 p.m.**

City of Everett

484 Broadway

Everett, MA 02149

CITY OF EVERETT MASSACHUSETTS

INVITATION FOR BID

Purchase of Firearms IFB # 24-43

The City of Everett Purchasing Office, in conjunction with Everett Police Department, is seeking bids for the purchase of firearms and the Trade-in of firearms.

Sealed bids will be received by the Purchasing Office by **March 12, 2024 at 1:00 p.m. EST**. All bids must be submitted to the Purchasing Office, 484 Broadway, Everett, MA 02149. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Instructions for participants are posted on the City’s website on the Purchasing page. The bid must clearly state on the exterior that it is for IFB #24-43 Purchase of Firearms, attention Purchasing Office. Bids received after the above time and date will be rejected. Emailed and/or faxed bids will not be accepted.

Bidder must be an authorized Law Enforcement distributor permitted to sell Glock firearms in Massachusetts.

Specifications and bid forms may be obtained beginning on **February 26, 2024,** by visiting the City of Everett webpage at [Purchasing - Everett, MA - Official Website (cityofeverett.com)](https://cityofeverett.com/city-hall/departments/finance-department/purchasing/#BidOpportunities)

The contract will be awarded under the provisions of M.G.L. c. 30B.

The City of Everett reserves the right to reject any and all bids, or to award or not to award the contract for any reason the Mayor determines to be in the City’s and/or the public's best interest.

City of Everett

Allison Jenkins, Chief Procurement Officer

Purchasing Office

PURCHASE OF FIREARMS

CITY OF EVERETT, MA

INVITATION TO BID

24-43

1. **BIDS**

Sealed bids herein specified as PURCHASE OF FIREARMS AND TRADE-IN OF FIREARMS for the City of Everett (CITY), Everett, MA will be received at Purchasing Office on or **before March 12, 2024 at 1:00 p.m.,** at which time bids will be opened and read.

1. **SUBMITTAL**

Sealed bids will be received by the Purchasing Office **by March 12, 2024 at 1:00 p.m**. EST. All bids must be submitted via mail or in-person delivery to the Purchasing Office, 484 Broadway, Everett, MA 02149 during business hours, please note City Hall is closed on Fridays. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud. Bids received after the above time and date will be rejected and returned unopened**.** A Vendor may correct, modify, or withdraw a bid by written notice received by the Purchasing Office prior to the time and date set for the bid opening.

1. **ENVELOPE LABELING**

Bids must be clearly marked "IFB #24-43 PURCHASE OF FIREARMS AND TRADE-IN OF FIREARMS"

1. **TIME**

All bids received after the time stated in the Notice to Bidders will be rejected. The Vendor assumes the risk of any delay in the mail or in the handling of the mail by employees of the Town.

1. **IFB QUESTIONS & ADDENDUM**

Questions concerning this Specification must be submitted via email to allison.jenkins@ci.Everett.ma.us five (5) calendar days prior to the bid opening. City responses will be posted as addenda to the City’s website. Failure of any Vendor to receive any such addendum or interpretation shall not relieve any Vendor from any obligation under this bid as submitted.

1. **AWARDS**

The contract will be awarded to the responsible and responsive Vendor offering the lowest price for equipment that meets the requirements in the specifications, including the trades within this IFB. It is understood that the City may use all means at their disposal to evaluate the bids received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of the City.

1. **REJECT BIDS**

The City of Everett reserves the right to reject all bids. Also reserved is the right to reject for cause any bid in whole or in part; to waive technical defects, qualifications, irregularities; and omissions if in its judgment, the best interest of the City will be served.

1. **CONTRACT**

The Bid Requirements, Attachments and Addenda (as applicable) shall form a part of this contract, and the provisions thereof shall be binding upon the parties thereto. The term "Contract Documents" shall include all of the aforesaid, together with the contract itself.

1. **BIDDING REQUIREMENTS**

The Successful Bidder must meet all specifications. Any bid which does not meet these requirements, is nonresponsive, incomplete, conditional, or obscure and will be rejected. Any bid which contains additions not called for, or irregularities of any kind, is non-responsive and will be rejected.

It is absolutely imperative that bidders bid as the exact business which they wish to perform the contract as, and that all submitted documents including the bid form, vote of corporation, W-9, certificate of insurance, and any other supporting documentation, list the business name in the exact same way. Further, the business name must match the listing in the Secretary of the Commonwealth of Massachusetts’ Corporate Database, if applicable. If documentation is submitted with multiple, inconsistent business names (even if the businesses are owned by the same bidder), this may be grounds for rejection of the bid.

1. **SPECIFICATION INTENT**

It is the intention of this Specification to establish and define those goods that are to be provided and to determine the capability and experience of the vendors desiring to provide such goods. The intent is to secure a vendor to supply all goods requested at the lowest price, including the City’s trade in of equipment.

1. **TAXES**

No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.

1. **SIGNED BID**

A bid must be signed as follows: (1) if the vendor is an individual, by her/him personally; (2) if the vendor is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the vendor is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. If the bid is being submitted by an entity other than an individual, partnership or corporation, the bid must include written evidence of the vendor’s authority from the entity to submit the bid in the form of legally binding documentation.

1. **SPECIAL REQUIREMENT**

Bidders must provide authorization letters from the manufacturers or dealers for the products identified in the specifications. Bidders must provide proof that they are authorized to sell and buy the products listed within our bid.

END OF SECTION- BID CONDITIONS

# II. BID REQUIREMENTS

1. **GENERAL DESCRIPTION**

Vendors are invited to submit bids for the sale and purchase of firearms. This solicitation is an outright purchase. Each Vendor must furnish the following with its bid and failure to comply with these requirements will result in disqualification of the vendor:

1. **INSURANCE CERTIFICATES**

Consultant shall maintain liability insurance as such that will protect it from claims for damages for personal injury, including death, and property damage, which may arise from operations under this contract. Consultant agrees to hold the City of Everett and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from or in connection with operations under this contract. A copy of said liability insurance which is in effect and enforceable shall be provided and include the City of Everett as an additional insured, on a primary and non-contributory basis, on all liability policies for the length of this agreement.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

All policies shall be so written that the City of Everett will be notified of the cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

Certificates evidencing such insurance shall be furnished to the City of Everett at the execution of this contract and each anniversary date thereafter.

Consultant shall carry the following insurance, with the City clearly designated as additional insured, during the term of this Agreement.

At the execution of this Agreement, Consultant shall furnish certificates of insurance evidencing the above coverage to the City for the City’s review and approval.

1. **PRICE SUBMISSION**

All vendors must provide both a unit price and a total (extended) price for each good listed on Attachment B - Bid Price Sheet. If there is a discrepancy between the unit price and the total price for any item(s) on Attachment B, the unit price will prevail.

Bid prices must include cost of delivery, including fuel charges. Any delivery charge that appears on an invoice for bid items will be deducted before payment is made. For Trade-ins, inventory/shipping will be the responsibility of the vendor and should be included the trade-in price.

1. **OPERATING MANUALS**

All operating manuals for all equipment must be enclosed with equipment purchased.

1. **PRODUCTS**

All products purchased as part of this bid will be: New in the box, most current version and not discontinued by the manufacturer.

1. **AUDIT OF RECORDS**

During the term of this Agreement and for a period of five (5) years thereafter, CITY OF EVERETT, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially overcharged Department of Town, then the Contractor shall remit the overcharged amount and be responsible for payment of any costs associated with the audit.

The Contractor agrees to allow State and Federal auditors and state agency staff access to all the records related to this contract, and the right to copy those records, for audit, inspection and monitoring of services. Such access will be during normal business.

1. **SHIPPING, FREIGHT, DELIVERY, HANDLING, FUEL CHARGES, ETC.**

Compensation will be based solely on the pricing information provided by the Bidder and accepted by the Department. The unit pricing within the bid includes all charges for shipping, handling, fuel charges, etc.

1. **ACTUAL OR ESTIMATED QUANTITES**

The City estimates that they will need the firearms (and possess the firearms listed for Trade-in) as listed in Attachment B in the volumes indicated. It is understood and agreed that quantities attached hereto are approximate and that the contract shall cover actual goods purchased and/or traded-in, whether more or less than the quantities indicated.

1. **LAWS GOVERNING AWARDED VENDOR**

The Awarded Vendor shall abide by all applicable local, State, and Federal laws and policies when providing goods/services under this Contract.

END OF SECTION- REQUIREMENTS

Attachment A

# SPECIFICATIONS

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Item No. | Description | Quantity |
| **1** | Glock- PA455S302MOS5H2 | Glock, 45MOSS5H2, GEN 5, 9mm, 3-17RD MAGS, Direct Mount Cut Holosun 508T, optic installed, Ameriglo Black Front NS, Non-NS rear. | 135 |
| 2 | Trade In | Glock 21/30, Gen 4 w/ factory mags & cases | 130 |

**Attachment B**

**CITY OF EVERETT**

**VENDOR BID SHEET**

The Undersigned proposes to provide firearms and accept firearms as trade-in in accordance with the enclosed Contract Documents and specifications.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Item No. | Description | Quantity | Unit Price | Total |
| **1** | **Glock- PA455S302MOS5H2** | **Glock, 45MOSS5H2, GEN 5, 9mm, 3-17RD MAGS, Direct Mount Cut Holosun 508T, optic installed, Ameriglo Black Front NS, Non-NS rear.** | **135** | **$** | **$** |
| 2 | Trade In | Glock 21/30, Gen 4 w/ factory mags & cases | 130 | -$ | -$ |

 GRAND TOTAL: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(written bid amount)

*Discrepancies between the written and numerical amounts for total bid price shall be resolved in favor of words. Discrepancies between any unit prices and their respective total amounts will be resolved in favor of unit prices.*

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed) (Authorized Signature)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT C**

**VOTE OF CORPORATION AUTHORIZING EXECUTION OF CORPORATE AGREEMENTS**

At a meeting of the Board of Directors of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ duly called and

held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the CITY OF EVERETT, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy.

ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Name (Print)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature (Affix Corporate Seal)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Date

**ATTACHMENT D**

**CITY OF EVERETT**

**NON-COLLUSION AND TAX COMPLIANCE FORM CERTIFICATE OF NON-COLLUSION**

The undersigned certified under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

## TAX COMPLIANCE CERTIFICATION

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named business/organization, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print)

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Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Date