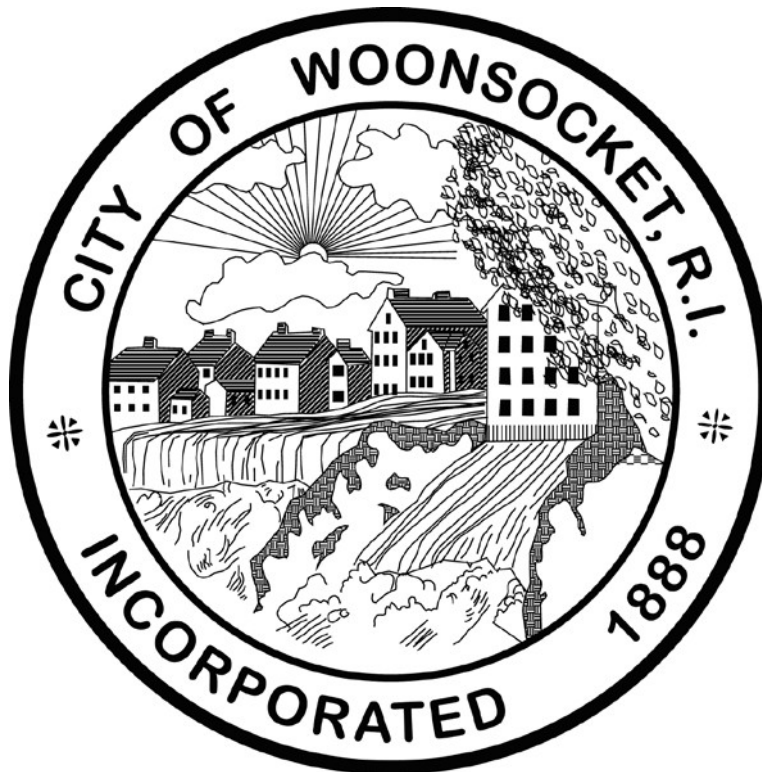


# City of Woonsocket



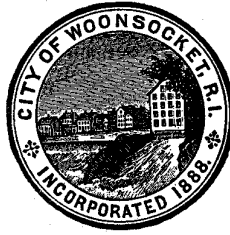
## **Police Patrol Rifles & Accessories**

RFQ No. 6178

Contract Specifications

*Prepared By: City of Woonsocket  
Police Department*

*October 2023*



## CITY OF WOONSOCKET, RHODE ISLAND

### REQUEST FOR QUOTE FOR:

### **“Police Patrol Rifles & Accessories”**

**RFQ No. 6178**

### **For Woonsocket Police Department**

City of Woonsocket is accepting bid proposals for the above-referenced project.

**Bid Opening:** Bids must be received by Woonsocket City Hall, Office of Purchasing, 169 Main Street, Woonsocket, RI 02895 prior to the bid opening date and time. On time bids will be publicly opened and read aloud in **the Harris Hall on the 3<sup>rd</sup> floor**, located in Woonsocket City Hall, promptly starting at **2:00 p.m. on Tuesday, November 21, 2023**. Bids received after this deadline will not be accepted and will be returned unopened to the sender.

**Bid Submissions:** All bids must be submitted in duplicate, placed in a sealed envelope and identified with The following information: **“Police Patrol Rifles, RFQ No. 6178.”** Bids must be prepared using the provided bid forms. All forms must be typed or printed and then signed and dated in ink.

**Project Components:** The Woonsocket Police Department is looking to purchase fifteen (15) Colt #CR6940 (AR-15, Carbine 223/5.56, 16.1" barrel) Rifles along with related accessories per the specifications.

**Questions:** Questions regarding this solicitation should be submitted via email to Ken Allaire, Purchasing Agent, at [ken.allaire@woonsocketri.org](mailto:ken.allaire@woonsocketri.org). The deadline to submit questions is **Tuesday, November 14, 2023, prior to 5:30 p.m.** Questions will be consolidated and answers will be published online by the City in the form of an Addendum. Any questions submitted after the deadline may not be considered. Do not contact any other City employee or official regarding this solicitation.

**Bid:** In conformance with the terms and conditions of these specifications including the RFQ and other documentary forms therewith, the Bidder hereby proposes, offers and agrees if this bid be accepted within ninety (90) calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions and requirements of the subject specifications.

**Withdrawal of Bids:** No bidder may withdraw their bid within ninety (90) days after the actual time and date of the bid opening thereof.

**Rejection of Bids:** The City reserves the right to cancel this RFQ award on the basis of cost alone, accept or reject any or all bids, in whole or in part. The City further reserves the right to waive as an informality any irregularities contained in any bid not affecting substantial rights that may be in the City's best interest. Proposals found to be technically or substantially nonresponsive at any point in the review process will be

rejected and not considered further. Any such decision will be considered final.

**Bid Award:** Upon selection of a winning bidder, the City of Woonsocket will send an award notice to the awardee. This will subsequently be followed by a purchase order from the City of Woonsocket.

Individuals requesting interpreter services for the hearing impaired should call the Finance Director at 401-762-6400 seventy-two (72) hours in advance of the bid opening deadline.

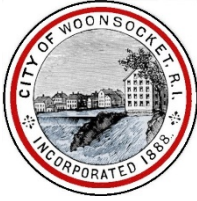
Thank you for your consideration of this invitation to bid and your participation in this bid process.

Published: October 23, 2023

**X**

---

**Cindy Johnston**  
**Finance Director**



## 1.0 RECEIPT AND OPENING OF PROPOSALS:

- 1.1 The City of Woonsocket, acting through its Purchasing Agent (referred to as the “City”), is responsible for the format, final content and publication of all Requests for Proposal or Invitations to Bid (herein collectively referred to as “Proposal” or “Proposals”) to be approved by the City of Woonsocket’s Finance Department.
- 1.2 Sealed Proposals must be received, and date stamped by a representative of Woonsocket City Hall, Office of Purchasing, 169 Main St., Woonsocket, Rhode Island 02895, up until the deadline as indicated in the published solicitation or addendum.
- 1.3 Published solicitations do not commit the City to pay any costs incurred by any bidder in conducting or making the necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished in any submitted Proposal.
- 1.4 Proposals received after the time and date indicated in the published solicitation or addendum will not be considered nor opened and may be returned to the bidder as such.
- 1.5 At the time of the opening of Proposals, each bidder will be presumed to have read and to be thoroughly familiar with all items contained in the published solicitation, including all addenda. The failure or omission of any bidder to have examined any form, instrument or document will in no way relieve a bidder from any obligation in their Proposal once the Proposal has been publicly opened.

## 2.0 FORM OF PROPOSALS:

- 2.1 Each Proposal shall be in accordance with specifications and instructions contained herein.
- 2.2 Proposals must be printed in black or blue ink or typewritten. **Proposals written in pencil or red ink are not allowed.**
- 2.3 Blank spaces must be filled in as required or an “N/A” must be placed in that space if the item is not applicable to the Proposal being submitted. No changes are permitted in any of the documentation unless the change is accompanied by an approved addendum.
- 2.4 Additionally, the Proposal must contain the bidder’s company name and proper address. It must be signed by an individual that is duly authorized to sign in the name, and on behalf, of the respective bidder for the purposes and consideration expressed in their Proposal accompanied by their official title.
- 2.5 Proposals which are not complete, contain any omissions, erasures, alterations, additions or irregularities of any kind, are subject to being rejected.
- 2.6 At any time prior to the Proposals being publicly opened, the bidder may modify his/her Proposal by written communication. If a correction needs to be made to any item in the submitted Proposal, those changes must be made with a single strike out (*Example: ~~Change~~*), with blue or black ink, must be initialed and dated in close proximity of the correction and remain clearly legible.

2.7 Bidders are responsible for submitting bids, submitting modifications or sending withdrawal requests, so as to reach the Office of Purchasing prior to the time specified in the solicitation or addendum.

2.8 Only modification, to an already submitted bid may be authorized to use an alternate form of transmission (i.e. electronic mail or facsimile) with the prior consent and at the discretion of the purchasing agent.

2.9 If the intent of the bidder's written communication is not clearly identifiable, the interpretation most advantageous to the City will prevail.

### **3.0 SUBMITTING A PROPOSAL:**

3.1 The City of Woonsocket shall receive each proposal/bid either by mail, or in person no later than the time indicated, at Woonsocket City Hall, Office of Purchasing, Attn: Purchasing Agent, 169 Main St., Woonsocket, Rhode Island 02895. **FAXED or E-MAILED Proposals are not accepted.**

3.2 Each Proposal must be submitted in duplicate, unless otherwise noted, and each sealed envelope plainly marked on the exterior with the bid number and bid name.

3.3 The purchasing agent will decide what the deadline will be to receive all Proposals. Late proposals/bids will not be considered.

3.4 It is the bidder's responsibility to verify that the Proposal has been timely received and delivered to the purchasing department prior to the opening date and time. The City is not responsible for late receipt of a Proposal, regardless of the reason for the delay. Proof of transmission or of mailing doesn't constitute proof of receipt.

3.5 At any time prior to the Proposals being publicly opened, the bidder may withdraw his/her Proposal by written communication. Telephonic, Emailed or Faxed withdrawals are not accepted.

3.6 No Proposal may be withdrawn for a period of sixty (60) calendar days after the Proposals have been publicly opened. The City reserves the right to waive this requirement to best serve the interests of the City.

3.7 Negligence on the part of the bidder in preparing the Proposal confers no rights for the withdrawal of their Proposal after it has been opened.

3.8 Proposals received prior to the scheduled opening deadline will be secured and will remain unopened.

3.9 No responsibility will attach to an officer or person of the City for the premature opening of a Proposal which has not been properly marked or identified. Any Proposal opened prematurely due to the failure of the Bidder to mark the envelope in accordance with Section 3.0 will be considered non-responsive and returned to the bidder.

3.10 The City may consider any Proposal not prepared and submitted in accordance with the provisions of the solicitation as non-responsive.

3.11 The City reserves the right to waive any informalities that are merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders.

3.11.1 The defect or variation is immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired.

3.12 The City reserves the right to reject any and all Proposals that best serve the City's interest.

#### **4.0 ADDENDA AND INTERPRETATION:**

- 4.1 No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Every request for such interpretation must be made in writing and addressed to the purchasing agent, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island 02895.
- 4.2 To be given consideration, all inquiries must be received by the date and time as noted in the solicitation. If no date is provided in the solicitation, the City will gather any inquiries received and will collectively respond to and publish those responses no later than seven (7) calendar days prior to the date of the bid opening.
- 4.3 Any and all such inquiries, corrections, interpretations, and any supplemental instructions will be in the form of written addenda. All addenda will be posted, at a minimum, on the City's website, in the "Bid Opportunities" section, beneath the specific corresponding solicitation. All addenda become part of the specification document from their effective dates.
- 4.4 It is the bidder's responsibility to check for and download any and all posted addenda up to the bid opening date and time.
- 4.5 Each bidder must ascertain, prior to submitting their Proposal that they have received all addenda issued and must acknowledge the receipt in their submitted Proposal.
- 4.6 No addenda will be posted later than four(4) calendar days prior to bid opening date except for an addendum, if necessary, postponing the opening date or the withdrawal of the solicitation.
- 4.7 Any written or oral instructions concerning a solicitation, unless supported by an addendum, regardless of the source of that information, is non-binding, should not be relied upon and is not considered part of the specification documents.
- 4.8 In the event there is a discrepancy between verbal communication and written communication, the written communication will govern.

#### **5.0 "OR APPROVED EQUAL":**

- 5.1 When the name of a manufacturer, a brand name or manufacturer's catalogue number is issued as specification standard in describing an item followed by "Or Approved Equal", this description is used to indicate quality, performance and other essential characteristics of the item required.
- 5.2 If proposing on other than the make, model, brand, or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the standard provided.
- 5.3 Bidders must prove to the satisfaction of the City Department Director, or by person or persons designated by him, that the bidders' designated substitute is equal to the standard; otherwise, his Proposal will be rejected.
- 5.4 The City reserves the right to determine if equipment or materials, which comply substantially in quality and performance with the specifications, are acceptable to the City and if any variance listed by the bidder in his/her Proposal is material or immaterial.
- 5.5 It is the intent of the City, if accepting any substitutes, to accept them in the order in which they are listed in the Proposals. The City has the right to accept substitutes in any order or combination and to determine the lowest bidder on the basis of the sum of the base Proposal and the substitutes accepted.

## **6.0 PROPOSED PRICE(S):**

- 6.1 Bidders must state the proposed price(s) in the manner as designated in the Solicitation.
- 6.2 The final proposed, extended, total price should be stated both numerically and in written words.
- 6.3 In the event that there is a discrepancy between the unit price and the extended total, the City will choose between the unit price or the extended total whichever is lowest.
- 6.4 In the event there is a discrepancy between the price written in words, and the price written numerically, the City will choose between the price written in words or the price written numerically, whichever is lowest.

## **7.0 CONSIDERATIONS FOR REJECTING PROPOSALS:**

- 7.1 If an area remains unserved due to lack of or rejection of Proposals, the City may, within its discretion, select and negotiate with a bidder already providing service to an area or with an entity qualified to provide service in all or part of the unserved area.
- 7.2 Unless otherwise specified, the City reserves the right to accept or reject Proposals in whole or in part, and to waive any informalities or irregularities not affecting substantial rights as may be in the best interest of the City.
- 7.3 The City reserves the right to reject the Proposal of any Bidder who has previously failed to perform properly or complete on time Contracts of a similar nature, who is not able to perform the Contract, has habitually, without just cause, neglected the payment of bills, or disregarded its obligations to sub-Contractors, materials, or employees.
- 7.4 The City reserves the right to reject any or all Proposals not accompanied by a requirement set forth in the Solicitation Documentation or if the Proposal, in any way, is incomplete or irregular and subject to Section 3.10 through 3.12.
- 7.5 in accordance with R.I. Gen. Laws § 45-55-7 they City may reject a Proposal based on any of the following conditions:
  - A. Bid prices are in excess of available funding.
  - B. When multiple bids are received, all but the lowest 3 bidders can be rejected.
  - C. In the event when only one (1) bid is received, that bid can be rejected. A noncompetitive negotiation can commence with that bidder in accordance with § 45-55-8.

## **8.0 DELIVERY:**

- 8.1 All Proposal prices must be based on Incoterms DDP (Delivered Duty Paid) Woonsocket, RI. The bidder will assume all costs, risks, and obligations, including import duties, taxes, clearance fees etc., if applicable, up to the destination point. At the destination point the loading or unloading the shipment will be set forth in the Contract, otherwise it will be at the discretion of the Department Director.
- 8.2 Deliverable quantities, dates and times must be met as per the purchase order, the Contract or written instructions provided by the Department Director or his designee.
- 8.3 No delivery will be accepted without written confirmation as outlined in Section 8.2.

## **9.0 PAYMENT TERMS:**

9.1 All payment terms with the City are Net 60 (sixty) days.

9.2 Cash discounts offered will be considered in determining awards. However, discounts for a period less than twenty (20) days will not be considered. The discount period must be computed from date of delivery or from date the correct invoice is received by the City, whichever date is later. The date of delivery must be construed to mean the date on which the completed work is determined to meet the specifications and is therefore accepted by the City.

## **10.0 STATE & FEDERAL TAXES:**

10.1 The City of Woonsocket is exempt from the Rhode Island sales or use tax under the 1956 General Laws of the State of Rhode Island, Section 44-18-30, Para. 1, as amended.

10.2 The City of Woonsocket is exempt from the payment of any excise tax or federal transportation taxes.

10.3 All bid pricing must exclude the taxes noted in Section 10 herein and it will be so construed.

## **11.0 QUALIFICATIONS OF BIDDER:**

11.1 The City may make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and the bidder must furnish to the City all such information and data for this purpose as the City may request.

11.2 The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work according to the specifications.

11.3 One or more of the following conditions will result in the disqualification of a bidder and rejection of his/her Proposal:

- A. Evidence of collusion among bidders.
- B. A material misrepresentation in a Proposal.
- C. Bidder's failure to meet the minimum criteria for responsiveness and responsibility.

## **12.0 AWARD AND CONTRACT:**

12.1 It is the intent of the City, in accordance with state procurement regulations, to award a Contract promptly following the public opening of Proposals.

12.2 Contracts are awarded to the most responsive and responsible bidder offering the most advantageous price. It is contingent upon the bidder submitting their Proposals in accordance with the requirements set forth in the solicitation and judged to be reasonable and does not exceed the funds available.

12.3 A "Responsive Bidder" is a bidder who has submitted a Proposal, which conforms to all material aspects of the solicitation. Whereas a "Responsible Bidder" relates to the bidder's ability to satisfactorily perform the work.

12.4 The City reserves the right to determine the most responsive and responsible bidder in any way determined to be in the best interest of the City. An award may be based on any or all of the following factors:



- A. Adherence to all conditions and requirements of the solicitation.
- B. Price and Payment Terms.
- C. Qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities.
- D. Delivery lead time or completion date.
- E. Product appearance, workmanship, finish, feel, overall quality, and results of product testing.
- F. Maintenance costs and warranty provisions.
- G. Repurchase or residual value.

12.5 The City reserves the right to consider total cost of ownership as a factor in the final award recommendation (i.e., transition costs, training costs, etc.).

12.6 The City reserves the right to award by item, part or portion of an item, group of items or total Proposal, to reject any and all Proposals in whole or in part, if, in the City's judgment, it is in the best interest of the City to do so.

12.7 The City reserves the right to award multiple, optional use Contracts. In addition to the other factors listed, offers will be evaluated on the basis of advantages and disadvantages to the City which may result in the awarding of a Contract to multiple bidders.

12.8 The successful respondent will receive an award letter with further instructions along with City department contact information.

12.9 Respondents that were not chosen will receive a courtesy notification letter that the award decision has been made.

### **13.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**

13.1 Upon failure or refusal to enter into a Contract or complete the Contract at the price in the Proposal, Bidder must forfeit to the City, as liquidated damages for such failure or refusal, the surety (i.e., Bid Bond) that may have been included in the Proposal.

13.2 The Bidder's forfeiture of the surety must be a waiver of all rights as a bidder under the Contract and must relieve the City of all responsibility to said bidder.

### **14.0 TIME OF COMMENCEMENT/COMPLETION:**

14.1 A written award (or acceptance of a Proposal) mailed (or otherwise furnished) to the successful bidder and will be considered accepted by the City seven (7) calendar days following the transmitted or post marked date. The award letter may be followed by a City purchase order which will be deemed to result in a binding Contract without further action by either party.

14.2 The successful bidder, upon the notification of the acceptance of their Proposal, as defined in Section 14.1, must within ten (10) calendar days execute and deliver the Contract documents, insurance and bonds required by the solicitation.

14.3 The successful bidder must agree to commence work thirty (30) calendar days after acceptance by the City unless otherwise notified by a "Notice to Proceed" from the City, written communication by the Department Director or his designee.

14.4 The successful bidder must agree also to pay as liquidated damages the sum of Five Hundred (\$500.00) Dollars for each consecutive calendar day, but no earlier than thirty (30) days after the fixed date for commencement/completion thereafter as determined by Section 14.3.

14.5 Allowances may be made when a force majeure event has occurred.

14.5.1 A force majeure event may include, but is not limited to the following: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the impacted party.

14.6 After the offer has been presented to the successful bidder, and the successful bidder has accepted that offer, herein the bidder will further be referred to as the "Contractor".

## **15.0 LAWS AND REGULATIONS:**

15.1 All applicable federal and state laws, City ordinances (including zoning ordinances) and the rules and regulations of all authorities having jurisdiction applies to all Contracts and they are deemed to be included in all Contracts the same as though written out in full.

15.2 In the event of any inconsistencies between the above laws, regulations, or ordinances versus the provisions of the Contract, the laws, regulations, or ordinances will prevail.

**NOTE: The General Contract Provisions were developed and issued by the Purchasing Department. These provisions standardize the general requirements for conducting business with the City of Woonsocket. The specifications, on the other hand, are the detailed instructions for conducting business with a Department of the City for a clearly defined, specific project. These provisions may be added to, deleted, or modified at any time, for any reason, as may be in the best interest of the City.**



# Woonsocket Police Department

242 Clinton St. • Woonsocket, Rhode Island 02895-3276  
401-766-1212 • Fax 401-766-8897 • Emergencies 401-769-1111 • [www.woonsocketpolice.com](http://www.woonsocketpolice.com)

## Police Patrol Rifles & Accessories RFQ No. 6178

### RFQ SPECIFICATIONS (No Substitutions)

# of Units	Description	per Unit Price	Extended Price
15	Colt #CR6940 Rifle (AR-15, Carbine 223/5.56, 16.1" barrel)		
15	Blackhawk # 74SG36BK Rifle Case (Sportster® Tactical Carbine)		
15	Magpul #MS4 Rifle Sling (Dual QD, GEN 2, Multi-Mission)		
15	Streamlight #88066 Long Rifle Light (ProTac Rail Mount, HL-X LED, Dual Fuel)		
45	Magpul #Pmag Rifle Magazine (30 Rounds, Gen 3, <u>NO WINDOW</u> )		
Total Bid Price:			

Total Bid Price Written in Number:

Total Bid Price Written in Words:



# Woonsocket Police Department

242 Clinton St. • Woonsocket, Rhode Island 02895-3276  
401-766-1212 • Fax 401-766-8897 • Emergencies 401-769-1111 • [www.woonsocketpolice.com](http://www.woonsocketpolice.com)

## Police Patrol Rifles & Accessories RFQ No. 6178

### CERTIFICATION SUMMARY:

The undersigned bidder declares that this proposal is made without connection with any other person(s) making proposals for the same specifications and is in all respects fair and without collusion or fraud.

The undersigned bidder further declares that, except in the normal discharge of his/her duties, no person acting for or employed by the City of Woonsocket has direct or indirect interest in the proposal or in any of the profits thereof.

I hereby certify that the above statements are accurate and true and have carefully examined and read all of the specifications and the contract provisions and understand that it affects the acceptability of my proposal(s).

### PROPOSAL SUBMITTED BY:

**Company Name:**

**Street Address:**

**City, State, Zip:**

**By (Person):**

**Signature & Date:**

**Phone Number:**

**E-Mail:**