

~~Rentschler Field are exempt under existing law).~~

~~The bill also (1) reduces the admissions tax rate on events at Dunkin' Donuts Park in Hartford, from 10% to 5%, beginning July 1, 2019, and (2) fully exempts such events from the tax beginning July 1, 2020.~~

~~EFFECTIVE DATE: July 1, 2019, and applicable to sales made on or after July 1, 2019.~~

### **§ 355 — PLASTIC SINGLE-USE BAGS**

*Imposes a 10-cent fee on single-use plastic bags provided at the point of sale until June 30, 2021 and bans them beginning July 1, 2021*

From August 1, 2019, to June 30, 2021, the bill requires each store to charge a 10-cent fee for each single-use checkout bag provided to a customer at the point of sale. The store must indicate the number of single-use checkout bags provided and the total fee charged on the customer's transaction receipt. The fee is not subject to sales tax.

Beginning July 1, 2021, the bill prohibits store owners and operators from providing or selling single-use checkout bags to customers.

#### **Scope**

The fee and ban applies to "single-use checkout bags," which are plastic bags with a thickness of less than four mils that are provided to a customer at the point of sale. The bill exempts (1) bags provided to contain meat, seafood, loose produce, or unwrapped food items; (2) newspaper bags; and (3) laundry or dry cleaning bags.

"Store" means any entity considered a retailer for sales tax purposes that maintains a retail store in the state and sells tangible personal property directly to the public.

#### **Municipal Ordinances**

The bill specifies that it does not prohibit a municipality from enacting or enforcing an ordinance on (1) plastic single-use checkout bags that is at least as restrictive as the bill's provisions or (2) paper single-use checkout bags, including enabling stores to charge a fee for

paper bags distributed to customers.

### ***Fee Administration and Enforcement***

Under the bill, each store must report all fees it collects to the DRS commissioner with its sales tax return and remit the fees at the same time and in the same manner as is required for the sales tax.

Any unpaid fees are subject to the penalties and interest that apply under existing law to unpaid sales tax (e.g., a penalty of 15% of the tax owed plus 1% interest). The bill allows the DRS commissioner to collect the fees, as if they were taxes due to the state, in the same manner in which he may collect other taxes, including levying warrants on the property of people who owe fees to the state. The bill additionally applies to the fee certain enforcement-related provisions that apply to the sales tax under existing law, including provisions on deficiency assessments, hearings, appeals, and penalties for willful violations.

The bill allows, at the close of FYs 20 and 21, the comptroller to record as revenue for each such fiscal year the amount of fee revenue DRS received within five business days from the last day of July immediately following the end of the fiscal year.

Lastly, it authorizes the DRS commissioner to adopt, in consultation with the Department of Energy and Environmental Protection, regulations to carry out its responsibilities under the bill.

EFFECTIVE DATE: August 1, 2019

### ~~§ 356 HOSPITAL PROVIDER TAX~~

~~Eliminates a scheduled reduction in the hospital tax rates on inpatient and outpatient services by maintaining the rates at FY 19 levels but requiring the base year for calculating the tax to be adjusted each biennium; among other things, requires the DSS commissioner to issue refunds if he determines for any fiscal year that the effective hospital tax rate exceeds the rate permitted under federal law~~

#### ~~Tax Rate and Base~~

~~Existing law sets the FY 19 hospital provider tax rate for (1) inpatient hospital services at 6% of each hospital's FY 16 audited net-revenue attributable to such services and (2) outpatient hospital~~



AGENDA  
ITEM # 8a

Office of the POLICE DEPARTMENT  
DENNIS WOESSNER, CHIEF OF POLICE

June 21, 2019

To: Michael Maniscalco, Town Manager

From: Dennis Woessner, Chief of Police

Subject: General Order approval

Attached to this memorandum is a General Order which I am submitting for approval:

General Order 3.2, **Conducted Electrical Weapon** is an existing General Order, which has been completely changed to comply with the Police Officer Standards and Training Council (POST) General Notice 14-02 and Public Act No. 14-149.





# EAST HAMPTON POLICE DEPARTMENT

## GENERAL ORDER 3.2

### RULES OF CONDUCT

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<b>SUBJECT: CONDUCTED ELECTRICAL WEAPON</b>		
<b>Issue Date:</b>	<b>Effective Date:</b>	<b>Distribution: All Personnel</b>
<b>Amends/Rescinds GO: 4/8/2014</b>		<b>Review Date:</b>
<b>Per Order of:</b>  <b>, Chief of Police</b>		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

#### **PURPOSE AND SCOPE:**

- A. Purpose: To establish Department policy governing the use of Conducted Electrical Weapons (CEW) by sworn members of the East Hampton Police Department and to ensure compliance with applicable State statute(s) and regulations adopted by the Police Officer Standards and Training Council.
- B. This policy is intended to provide guidance for proper deployment and use of a CEW by a police officer in the field. It will be used in accordance with the Department's Use of Force Policy. This policy is implemented via a Model Lesson Plan and related Instructor's Addendum compiled in conjunction with this policy as part of a Connecticut CEW Model Policy and Training Module.

#### **DISCUSSION:**

- A. Per CGS 53a-22, police officers are justified in using physical force when and to the extent that he or she reasonably believes such to be necessary to: (1) Effect an arrest or prevent the escape from custody of a person whom he or she reasonably believes to have committed an offense, unless he or she knows that the arrest or custody is unauthorized; or (2) defend himself or herself or a third person from the use or imminent use of physical force while effecting or attempting to effect an arrest or while preventing or attempting to prevent an escape.
- B. Officers are specifically granted the legal authority to carry weapons under C.G.S. 53-206 "while engaged in the pursuit of such officer's official duties."



- C. The reasonableness of a use of force under this policy will be measured by standards established by the Supreme Court in *Graham v. Connor*, 490 U.S. 386 (1989). The reasonableness of a particular use of force must be judged from the perspective of a reasonable officer on the scene, in light of the facts and circumstances confronting them, without regard to their underlying intent or motivation, and not by the '20/20 vision of hindsight.' The calculus must embody an allowance for the fact that police officers are often forced to make split-second decisions about the amount of force necessary in a particular situation. Factors relevant to the determination of reasonableness include the severity of the crime that the officer believed the suspect to have committed or be committing, whether the suspect presented an immediate threat to the safety of officers or the public, and whether the suspect actively resisted arrest or attempted to escape, along with any other fact or circumstance which reasonably bears upon the decision to use force.

#### **DEFINITIONS:**

- A. **CONDUCTED ELECTRICAL WEAPON:** (Also referred to as an 'Electronic Defense Weapon' or 'EDW.' The CEW is a less than lethal weapon designed to disrupt a subject's central nervous system by deploying battery-powered electrical energy sufficient to cause uncontrolled muscle contractions and override voluntary motor responses.
- B. **PHYSICAL FORCE:** Per CGS 53a-22, police officers are justified in using physical force when and to the extent that he or she reasonably believes such to be necessary to: (1) Effect an arrest or prevent the escape from custody of a person whom he or she reasonably believes to have committed an offense, unless he or she knows that the arrest or custody is unauthorized; or (2) defend himself or herself or a third person from the use or imminent use of physical force while effecting or attempting to effect an arrest or while preventing or attempting to prevent an escape.
- C. **LESS-THAN-LETHAL FORCE:** A use of force which is not likely to cause death or serious physical injury.
- D. **ACTIVE RESISTANCE:** Any physical act, or failure to act, undertaken by a subject, against an officer, that could reasonably interfere with or defeat a lawful attempt by the officer to gain physical control of the subject.
- E. **PASSIVE RESISTANCE:** The mere failure or refusal to cooperate with the lawful directions of a police officer by one or more unarmed, non-violent persons, such as in the case of an act of civil disobedience or a non-violent handcuffed prisoner.
- F. **DEPLOYMENT:** Does not include the mere removal of the CEW from the holster, but does include any use of a CEW against any person such as pointing the CEW at an individual to control their actions (whether with or without the laser feature), using

a warning arc, a cartridge deployment, or a drive stun deployment.

**POLICY:**

- A. It shall be the policy of the East Hampton Police Department that all officers will only use the level of force necessary to accomplish lawful objectives.
- B. It shall be the policy of the East Hampton Police Department that when a subject is injured through any deployment of a CEW, the officer shall offer the injured party medical assistance. In the case of obvious physical injury or when otherwise prudent, the officer shall request medical dispatch. Officers will notify a supervisor as soon as it is practical to do so after using the CEW.
- C. Beginning January 1, 2015, it shall be the policy of the East Hampton Police Department that following any deployment of a CEW as defined above, a written Conducted Electrical Weapon Subject Resistance Encountered Report (CEWSRE) will be generated and filed to accommodate CEW deployment tracking. Reports must be completed in their entirety and specifically describe the justification for the use of force, including events and communications leading up to the physical confrontation, the subject's behavior, the environment in which the incident took place, and any injuries sustained by anyone during the event.
- D. It shall be the policy of the East Hampton Police Department that all written reports generated regarding the deployment of a CEW be promptly reviewed by a supervisor to determine that the deployment of the CEW was appropriate. Should a determination be made by the supervisor that the deployment of the CEW was questionable or inappropriate, the matter shall be immediately referred for further review per Department policy. The supervisor's findings regarding the deployment of the CEW shall be documented in the Conducted Electrical Weapon Subject Resistance Encountered Report.
- E. It shall be the policy of the East Hampton Police Department that all officers have access to the Departmental CEW policy and receive training as to its content prior to obtaining authorization to carry a CEW. CEW's may only be deployed by officers who have satisfactorily completed this agency's approved training. Refresher training and officer's ability to demonstrate proficiency will reoccur on an annual basis. Remedial training will be provided for officers failing to demonstrate proficiency.
- F. Beginning January 1, 2016, it shall be the policy of the East Hampton Police Department to complete the POSTC EDW/CEW Annual Report Form as required by statute. Said Report Form is to be submitted to the State of Connecticut Criminal Justice Policy and Planning Division within the Office of Policy and Management no later than January 15<sup>th</sup> covering the preceding calendar year. The report is required



for any department having deployed a CEW against any individual within the calendar year; any department authorizing the deployment of a CEW but not having any deployments within that calendar year; and, finally, by any department not authorizing the deployment of the CEW. Fields are provided on the Annual Report for those departments falling into the latter two (2) categories. The Training Supervisor will complete the Annual Report.

- G. It shall be the policy of the East Hampton Police Department to conduct an annual review of all CEW deployments in the field in order to evaluate policy compliance.
- H. If the CEW is used on an animal, the animal does not need to be transported to a veterinary facility unless it is in need of medical attention. The probes can be removed by the officer deploying the device.
- I. CEW's that are discharged, either in the drive stun mode or the firing of the probes, will be taken out of service as soon as it is practical, and forwarded to a certified instructor to download this deployment information from the device. The deployment data will be logged as evidence in the case.
- J. Every CEW will be inspected annually by a certified instructor to ensure it continues to be functional and operationally safe.
- K. Currently the CEW's authorized for use are the ones manufactured by Axon (formally Taser International) and are the models approved by the Chief of Police.

**WEARING OF THE CEW:**

- A. The device shall be carried in an approved holster on the side of the body opposite the service handgun if it is to be worn in a waist holster or a thigh holster. Officers not assigned to uniformed patrol may be authorized to utilize other Department-approved holsters and carry the device consistent with Department training and the requirement as set out in this paragraph.
- B. The device shall be carried in accordance with manufacturer's recommendations and Department training. The CEW shall be pointed in a safe direction during loading, unloading, or when handled in other than an operational deployment. Officers will perform a readiness test of the device by turning on the device at the beginning of each shift and spark testing the unit. The test will indicate if the device is functioning correctly.
- C. Officers authorized to deploy the device shall be issued and carry a minimum of one spare cartridge as a backup in case of cartridge failure, the need for redeployment, or in case the first cartridge's leads break during engagement. The spare cartridges shall be stored and carried in a manner consistent with training and the cartridges

replaced consistent with the manufacturer's expiration requirements.

**DEPLOYMENT OF THE CEW:**

- A. As soon as reasonably possible, a supervisor or Officer in Charge should be requested to respond to the scene of a potential or completed CEW deployment.
- B. As in all uses of force, certain individuals may be more susceptible to injury. Officers should be aware of the greater potential for injury when deploying a CEW against persons of small stature irrespective of age, or those who the officer has reason to believe are pregnant, equipped with a pacemaker, the infirm, or those in obvious ill health.
- C. Upon discharging the device, the officer shall energize the subject the least number of times and no longer than necessary to accomplish the legitimate operational objective.
- D. The subject should be secured as soon as practical while disabled by the CEW to minimize the number of deployment cycles. In determining the need for additional energy cycles, officers should be aware that an energized subject may not be able to respond to commands during or immediately following exposure. Personnel should deploy the CEW for one standard cycle and then evaluate the situation to determine if subsequent cycles are necessary. Each application of the CEW should be independently justifiable. Officers should only deploy the CEW to the extent necessary to gain control of the subject.
- E. Whenever possible, prior to a CEW deployment, a loud, clear warning of a CEW deployment should be made. When aiming the CEW at a subject, officers should adhere to the manufacturers preferred target zones whenever reasonably possible. Officers should take into consideration the capabilities and limitations of the CEW whenever employing it at close quarters.
- F. A CEW should be aimed by use of the aiming laser(s) when possible. Fixed sights shall be used when the laser sight(s) are ineffective or as a secondary aiming tool.
- G. The device may also be deployed in certain circumstances in a "drive stun" mode. Deployment of the CEW in drive stun mode, from a policy perspective, is no different than a cartridge deployment. It is important to note that when the device is deployed in this manner, it is primarily a pain compliance tool: is minimally effective compared to a conventional cartridge deployment; and is more likely to leave marks on the subject's skin.
- H. Officers should not intentionally activate more than one CEW at a time against a subject.



## I. The CEW should not be deployed:

1. In a punitive or coercive manner;
2. On any subject demonstrating only passive resistance.
3. In any environment where an officer knows that a potentially flammable, volatile, or explosive material is present (including but not limited to OC spray with volatile propellant, gasoline, natural gas, or propane);
4. Where it is likely that the subject may drown or fall from an elevated area.

**EVIDENCE COLLECTION**

A. Once the subject has been controlled, and the need for medical care has been evaluated, EHPD Officers will collect all evidence resulting from the Taser discharge. Whenever feasible, the following items will be secured as evidence:

1. ECW Probes
2. Cartridges
3. Wire leads
4. AFIDS if available

B. When lawful and appropriate, photographs should be taken of the probe impact sites and any other related injuries as soon as reasonably possible

**MEDICAL ATTENTION:**

A. Any subject against whom a CEW is deployed shall be evaluated by qualified medical personnel. Qualified medical personnel include medical professionals including medical doctors, licensed nurses, EMS first responders, or police officers certified in the deployment of a CEW and currently certified at no less than the Emergency Medical Responder (EMR) level (formerly known as Medical Response Technician (MRT)). The Department must also be cognizant of any medical regulations or guidelines regarding CEW's asserted by any medical authority having jurisdiction over the agency in whose jurisdiction the CEW is deployed.

B. Police officers shall not remove probes which have implanted anywhere on a subject's body unless authorized to do so by competent medical authority or the officer has been certified to do so by a POSTC certified instructor.

C. The following persons shall be transported to a hospital for examination following exposure to a CEW. Any person who:



1. Loses consciousness, exhibits irregular breathing or is known to be under the influence of drugs or medications;
2. Is hit in a sensitive area (e.g., face, head, female breasts, male groin);
3. Does not appear to recover properly after being energized;
4. Has been energized more than three times or has been subjected to a continuous energy cycle of 15 seconds or more;
5. Has had more than one CEW effectively used against him or her in any given incident;
6. Has exhibited signs of extreme uncontrolled agitation or hyperactivity prior to CEW deployment;
7. Is in a potentially susceptible population category, including persons of small stature irrespective of age, the infirm, or those who the officer has reason to believe are pregnant, equipped with a pacemaker, or in obvious ill health;
8. Exhibits bizarre or violent behavior, including self-mutilation;
9. Is naked in a public place or exhibits signs of overheating;
10. Evidences slurring or slowness of speech;
11. Subject claims to have been injured or in medical distress.

**East Hampton Police Department  
Conducted Electrical Weapon (CEW) Subject Resistance Encountered Report**

<b>Incident Case Number</b>		<b>Date of Report</b>		<b>Date of Incident</b>		<b>Time of Incident</b>	
<b>Name of Subject</b>		<b>Sex</b>	<b>Race</b>	<b>Height</b>	<b>Weight</b>	<b>Date of Birth</b>	
<b>Subject's Address</b>						<b>Hispanic</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Location of Incident</b>							
<b>Officer Initiated?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No				<b>Officer Dispatched?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Officer Flagged Down for Assistance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<b>Location Environment</b>							
<input type="checkbox"/> Subject's Residence		<input type="checkbox"/> Indoors - Public Building (type) _____					
<input type="checkbox"/> Other Residence		<input type="checkbox"/> Indoors - Private Property (type) _____					
<input type="checkbox"/> Outdoors - Public Area		<input type="checkbox"/> Educational Facility (type) _____					
<input type="checkbox"/> Outdoors - Private Property		<input type="checkbox"/> Commercial Establishment (type) _____					
<b>Name of Officer Directly Involved</b>							
<b>Name</b>		<b>Employee #</b>		<b>*Control Method(s) Utilized</b>			
<b>*Choose one or more that applies from the box below and fill the corresponding number in the column above. If more than one applies, place the numbers in a sequential order of the control method utilized.</b>							
<b>Control Method(s) Utilized</b>							
1. Verbal Commands	6. OC Spray	11. CEW- Warning Arc	16. Less Lethal Projectile				
2. Hands on	7. Hand or Fist Strike	12. CEW- Cartridge	17. Displayed Firearm				
3. Pressure Points/Control Holds	8. Elbow, Knee, Foot Strike	13. CEW-Drive Stun	18. Deadly Force/Firearm				
4. Takedowns	9. CEW- Pointed w/ laser	14. K9	19. Other _____				
5. Chemical Munitions Deployed	10. CEW- Pointed w/o laser	15. Impact Weapon/Baton					
<b>Name(s) of Personnel Present (Witness) (Include Employee #)</b>							
<b>Name of Canine Handler and Canine (Include Employee #)</b>							
<b>Name(s) and Address(es) of additional known witnesses</b>							
<b>Officer's Arrival (Check one)</b>							
<input type="checkbox"/> Marked Cruiser		<input type="checkbox"/> Officer Identified Self					
<input type="checkbox"/> Unmarked Vehicle		<input type="checkbox"/> Not Initial Officer on Scene					
<input type="checkbox"/> Officer in Uniform		<input type="checkbox"/> Other _____					
<input type="checkbox"/> Officer not in Uniform							
<b>Activity that Led to Incident (Check all that apply)</b>							
<input type="checkbox"/> Crime in Progress		<input type="checkbox"/> Traffic Stop					
<input type="checkbox"/> Domestic Disturbance		<input type="checkbox"/> Suspicious Person					
<input type="checkbox"/> Disturbance (other)		<input type="checkbox"/> Executing Warrant					
<input type="checkbox"/> Intoxicated Subject		<input type="checkbox"/> Other _____					
<input type="checkbox"/> Emotionally Disturbed Subject							

**Officer's Initial Perception of Subject (Check all that apply)**

- Non-aggressive
- Actively Aggressive (Verbal)
- Previous Hostility Toward Police
- Actively Aggressive (Physical)
- Possibly Intoxicated
- Armed with \_\_\_\_\_
- Emotionally Disturbed
- Other \_\_\_\_\_

**Subject Resistance Resulting in Application of Force (Check all that apply)**

- Threat/Hostile
- Armed Assault with \_\_\_\_\_
- Dead Weight/Non-compliant
- Armed with Stick/Club
- Fighting Stance/Combative
- Armed with Cutting Instrument
- Threaten Use of Weapon
- Armed with Firearm
- Fleeing
- Suicidal
- Unarmed Assault
- Other \_\_\_\_\_

**Warning Provided to Subject?**  Yes  No

**Impact Weapon/Baton**  Not Applicable  
Type \_\_\_\_\_ Number of Strikes \_\_\_\_\_

**OC Spray**  Not Applicable  
Subject Permitted to Decontaminate after Transport?  Yes  No  
Medical Treatment Required for OC Spray?  Yes  No  
Was OC Spray Effective?  Yes  No  
Number of OC Spray Applications \_\_\_\_\_

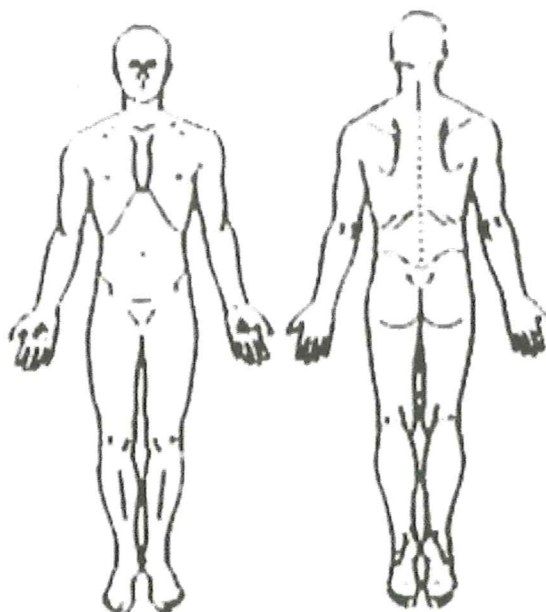
**Discharge of Firearm**  Not Applicable  
**Weapon**  Handgun  Shotgun  Rifle  
**Subject**  Person  Animal  
**Result**  Death  Injury  Missed

**Impact Munition**  Not Applicable  
Type \_\_\_\_\_ Rounds Hit \_\_\_\_\_  
Rounds Fired \_\_\_\_\_ Effective?  Yes  No

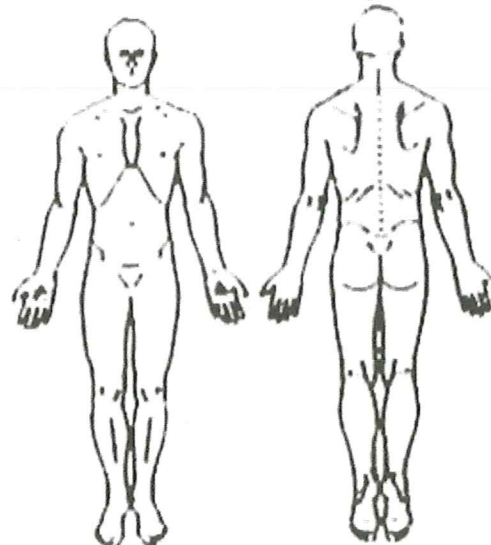
**Chemical Munition**  Not Applicable  
Type \_\_\_\_\_ Rounds Hit \_\_\_\_\_  
Rounds Fired \_\_\_\_\_ Effective?  Yes  No

**CEW**  Not Applicable  
Deployment Type  
 Pointed w/ Laser  Pointed w/o Laser  Warning Arc  
 Cartridge  Drive Stun  
Serial # on CEW(s) Deployed \_\_\_\_\_  
Serial # on Cartridge(s) Deployed \_\_\_\_\_  
Type of Cartridge \_\_\_\_\_  
#, Length of Displays or Arcs \_\_\_\_\_  
#, Length of Drive-Stun Applications \_\_\_\_\_  
#, Length of Activations After Probe Contact \_\_\_\_\_  
If Multiple Applications, Time Elapsed Between Activations \_\_\_\_\_  
If Cartridges Missed, Where Did They Impact? \_\_\_\_\_  
Type of Force Used Prior to CEW, If Any \_\_\_\_\_  
Type of Force Used After CEW, If Any \_\_\_\_\_  
Was Deadly Force Justified?  Yes  No  
CEW Downloaded By \_\_\_\_\_

**Mark Contact Points on Diagram**



**Mark Contact Points on Diagram**





Injuries (Check all that apply)		Checked by Medical?	
Officer	Subject	Officer	Subject
<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Bruises	<input type="checkbox"/> Bruises	<input type="checkbox"/> Refusal	<input type="checkbox"/> Refusal
<input type="checkbox"/> Abrasions	<input type="checkbox"/> Abrasions	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
<input type="checkbox"/> Blunt Trauma	<input type="checkbox"/> Blunt Trauma	<b>Transported to Hospital?</b>	
<input type="checkbox"/> Lost Consciousness	<input type="checkbox"/> Lost Consciousness	<b>Officer</b>	Hospital _____
<input type="checkbox"/> Breathing Difficulty	<input type="checkbox"/> Breathing Difficulty	<input type="checkbox"/> Yes	
<input type="checkbox"/> Gunshot	<input type="checkbox"/> Gunshot	<b>Subject</b>	Hospital _____
<input type="checkbox"/> Death	<input type="checkbox"/> Death	<input type="checkbox"/> Yes	
<input type="checkbox"/> Probe Puncture Only	<input type="checkbox"/> Probe Puncture Only	<b>Supervisor Notified?</b>	
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No      Time _____
_____	_____	<b>At Scene?</b>	
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Officer Comments** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Officer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Patrol Supervisor**

- I find this use of force by this officer to be justified and within policy
- I find this use of force by this officer to be outside of policy, but justified
- I find this use of force by this officer to be outside of policy

**Comments Supporting Findings (mandatory)** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Shift Supervisor' Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Administrative Review: Officer's Actions**

**Chief:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Within Guidelines: YES NO**

*If officer's action do not comply with policy, attach a narrative explaining non-compliance and steps taken to correct non-compliance*

Received by Training Officer (Initial and date): \_\_\_\_\_

# PROPOSAL FOR FURNISHING FIRE APPARATUS

June 18, 2019

The Town of East Hampton CT.  
The East Hampton Vol. Fire Dept.  
20 East High Street  
East Hampton, CT.,06424

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Firematic Supply Company Inc., at its office in Rocky Hill CT., the apparatus and equipment herein named and for the following prices:

One (1) Pierce Enforcer Custom Pumper as per attached specification utilizing HGAC BUY.	\$655,000.00
A 100% Pre-Payment Discount of \$23,000.00 will be offered to the Town of East Hampton CT. if they pay \$632,000.00 at Contract Signing.	(-\$23,000.00)
Total amount due for one (1) Pierce Enforcer Custom Pumper for the Town of East Hampton CT. and the East Hampton Vol. Fire Department.	\$632,000.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 330 working days after receipt of this order and the acceptance there of at our office at Rocky Hill CT., and to be delivered to you at the East Hampton Vol. Fire Dept.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportations (DOT) rules and regulations in effect at the time of the bid, and with all National Fire Protections Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by the customer specifications. Any increased cost incurred by first part because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

Firematic Supply Company Inc.  
By: Curt Dowling  
AUTHORIZED SALES REPRESENTATIVE  
Curt Dowling







## CONTRACT

**THIS AGREEMENT**, made by Firematic Supply Co., Inc., Rocky Hill CT., first party and Town of East Hampton CT./ East Hampton Vol. Fire Department, by its authorized representative, second party.

**WITNESSETH:**

**First.** The said first party hereby agrees to furnish the apparatus and equipment according to the specifications hereto attached and made part of this contract, and to deliver the same as hereinafter provided.

**Second.** The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Firematic Proposal, the Firematic Proposal will prevail. The standard Pierce Manufacturing Warranty will apply.

**Third.** This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below.

**Fourth.** The said apparatus and equipment shall be ready for delivery from Firematic Supply Inc. / Pierce Manufacturing within about 10 – 11 Months after receipt and acceptance of this contract at the first party's office at East Yaphank, New York. Delays due to strikes, failures to obtain chassis, materials or other causes beyond its control not preventing, and shall deliver to said party of the second part at Salem Volunteer Fire Company .

**Fifth.** A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

**Sixth.** The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

Six Hundred Fifty- Five Thousand Dollars and Zero Cents.	\$655,000.00
100% Pre-Pay Discount at Contract Signing.	<u>-\$23,000.00</u>
Total Cost of one (1) Pierce (TC06) Enforcer Pumper.	<b>\$632,000.00</b>

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Payment shall be made directly to first party at its, Rocky Hill, Connecticut, office. Under no circumstances shall payment be made to any other party except Firematic Supply Co, Inc.



Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at Firematic Supply Co. Inc.'s facility located at 651 Brook Street, Rocky Hill, CT. 06067, unless otherwise specified herein. If deferred payment arrangements are made, such arrangements shall be in writing, and second party obligation there under shall be evidenced by negotiable paper.

Payment is due upon delivery and acceptance.

Any delay in payment will result in an interest penalty of .05% per day on the unpaid balance.

If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

**Seventh.** In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination and a written report of such test forthwith delivered to the first party at its principal office at East Yaphank, New York. If no such test is to be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with customers specifications.

**Eighth.** It is agreed that the apparatus and equipment covered by this contract, shall remain the property of the first party, until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of the first party until the above listed price for such piece has been paid in full, and in case of any default in payment the first party may take full possession of the apparatus and equipment, or the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date of taking possession.

**Ninth.** This contract to be binding must be signed and approved by an officer of Firematic Supply Co, Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual written agreement signed by the parties.

**IN WITNESS WHEREOF**, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed and attested by its authorized representatives dated on this day of 6/18/2019

**FIREMATIC SUPPLY CO, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**Town of East Hampton CT.**

By: \_\_\_\_\_  
\_\_\_\_\_

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



Date: 6/18/19

The Town of East Hampton CT. has contracted to purchase the below fire apparatus from Pierce Manufacturing Inc.

One (1) TR# TC06

The HGAC FS12-17 was utilized for this sale and the following purchased.

One (1) TC06 Enforcer Pumper, 1250 GPM Mid-Ship Pump with Options.

The below captures a summary of:

Base Specification Pricing:	\$439,231.00
Additional Option Pricing:	\$210,678.00
Plus, Other Allowances:	\$3,091.00
HGAC Order Processing Fee:	\$2,000.00
Total Purchase Price:	\$655,000.00

Signed: \_\_\_\_\_

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





## About the Cooperative

### H-GAC and the Cooperative Purchasing Program

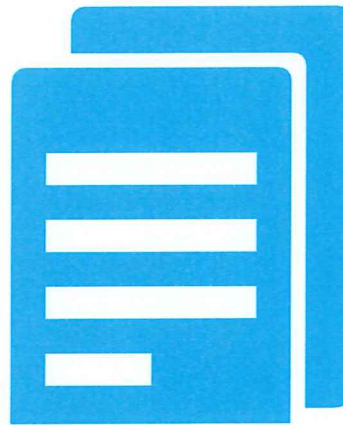
The Houston-Galveston Area Council (H-GAC) is the largest of 24 Councils of Government (COG) in Texas, and is a political subdivision of the State of Texas. It has been serving local governments for more than 40 years.

H GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791]. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the End User (local governments and certain non-profits) and HGACBuy, and gives the End User access to HGACBuy contracts.

**HELPING  
GOVERNMENTS  
ACROSS THE  
COUNTRY  
BUY**

H-GAC has established Interlocal Contracts with thousands of End Users throughout Texas and across the United States.

HGACBuy contracts are established based on the requirements of [Texas Local Government Code, Chapter 252]. Products and services are contracted after having been subjected to either a competitive bid (IFB) or competitive proposal (RFP) process. Contracts are blanket type, usually for a term of two or three years. Use of HGACBuy for purchases by any End Users is strictly at the discretion of that entity. End Users issue their purchase orders to and pay directly the HGACBuy Contractor.



## How to Become an End User? Completing and Executing the ILC

Steps for Completing and Executing the Interlocal Contract (ILC).



(/join/become-an-end-user.aspx)

## Scope of HGACBuy's Professional Services

HGACBuy acts as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Developing specifications for competitive bids and proposals
- Soliciting vendor participation



- Conducting pre-bid/pre-proposal conferences
- Conducting public bid/proposal openings of responses
- Evaluating responses and making award recommendations
- Executing vendor contracts awarded by the H-GAC Board of Directors
- Maintaining contract information available through HGACBuy's Website
- Contract Administration

## How to Become a Contractor?

All products and services offered through HGACBuy have been subjected to a competitive bid or proposal process, subsequently resulting in the award of a blanket contract(s). Becoming an HGACBuy Contractor requires that you go through that process with us when we do a procurement for the products and/or services which you offer.

Most of our contracts run for a term of two years, dictating that the procurement process for a product/service is undertaken on that same schedule, i.e. every two years.

Click here (</join/become-a-contractor.aspx>) to know more about The HGACBuy Procurement Policy

## How to Become an End User?

To become an End User and participate in purchasing through HGACBuy, you must:

- Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service)
- Possess legal authority to enter into the Contract.

The End User warrants that both requirements are fulfilled by execution of an Interlocal Contract (ILC).

Click here (</join/become-an-end-user.aspx>) to know more about becoming an End User.

## News & Events

### **Contractor Orientation (/events/event-details.aspx?eventid=98)**

#### **Join us for a Contractor Orientation Webinar (/events/event-details.aspx?eventid=98)**

The orientation will discuss:

- Our cooperative environment
- Requirements for Member participation
- Preparing Contract Pricing Worksheets
- Purchase orders and Order Confirmations

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The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?
- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process

• [HGACBuy Website](https://www.hgacbuy.org/about/default.aspx&title=About%20the%20Cooperative%20-%20A%20%20www.hgacbuy.org%20about%20default.aspx&title=About%20the%20Cooperative%20-%20A%20%20www.hgacbuy.org)



## List of HGACBuy End Users

Select a State to See a List of End Users From That State

Connecticut



Filter by Name:

Agency Name	City
Bolton Board of Education (CT)	Bolton
Borough of Naugatuck (CT)	Naugatuck
Central Connecticut State University (CT)	New Britain
City of Bridgeport (CT)	Bridgeport
City of Danbury (CT)	Danbury
City of Groton (CT)	Groton
City of Meriden (CT)	Meriden
City of Middletown (CT)	Middletown
City of New Britain (CT)	New Britain
City of New London (CT)	New London
City of Norwich (CT)	Norwich
City of Stamford (CT)	Stamford

<b>Agency Name</b>	<b>City</b>
Connecticut Airport Authority (CT)	Windsor Locks
Cromwell Fire District (CT)	Cromwell
Naugatuck Valley Council of Governments (CT)	Waterbury
Putnam Special Service District (CT)	Putnam
South Windham Fire Department (CT)	South Windham
Southington, Town of (CT)	Southington
State of Connecticut DDS North Region (CT)	East Hartford
TEAM, Inc. (CT)	Derby
The Eighth Utilities District (CT)	Manchester
The Southwestern Regional Communications Center, Inc. (CT)	Bridgeport
Town of Andover (CT)	Andover
Town of Barkhamsted (CT)	Barkhamsted
Town of Beacon Falls (CT)	Beacon Falls
Town of Bethel (CT)	Bethel
Town of Cheshire (CT)	Cheshire
Town of Coventry (CT)	Coventry
Town of East Hampton (CT)	East Hampton
Town of East Hartford (CT)	East Hartford
Town of Enfield (CT)	Enfield
Town of Fairfield (CT)	Fairfield
Town of Glastonbury (CT)	Glastonbury
Town of Granby (CT)	Granby
Town of Greenwich (CT)	Greenwich



<b>Agency Name</b>	<b>City</b>
Town of Griswold (CT)	Jewett City
Town of Groton (CT)	Groton
Town of Hamden (CT)	Hamden
Town of Killingly (CT)	Killingly
Town of Manchester (CT)	Manchester
Town of Mansfield (CT)	Mansfield
Town of Middlebury (CT)	Middlebury
Town of New Fairfield (CT)	New Fairfield
Town of North Haven (CT)	North Haven
Town of Plainfield (CT)	central village
Town of Plymouth (CT)	Terryville
Town of Portland (CT)	Portland
Town of Putnam (CT)	Putnam
Town of Salem (CT)	Salem
Town of Sherman (CT)	Sherman
Town of Simsbury (CT)	Simsbury
Town of Somers (CT)	Somers
Town of Stratford (CT)	Stratford
Town of Suffield (CT)	Suffield
Town of Vernon (CT)	Vernon
Town of Waterford (CT)	Waterford
Town of West Hartford (CT)	West Hartford
Town of Weston (CT)	Weston

<b>Agency Name</b>	<b>City</b>
Town of Wethersfield (CT)	Wethersfield
Town of Windham (CT)	Willimantic
Town of Woodbridge (CT)	Woodbridge
Town of Woodstock (CT)	Woodstock
University of Connecticut (CT)	Storrs
Water Witch Hose Company #2 of New Milford (CT)	New Milford
Westfield Fire District (CT)	Middleton

## **News & Events**

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(<http://www.hgacbuy.com/quarterly-activity-reporting>)  
 (http://www.hgacbuy.com/quarterly-activity-reporting?url=http%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

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# ANCHOR

ENGINEERING SERVICES, INC.

T: 860.633.8770  
F: 860.633.5971  
www.anchorengr.com

41 Sequin Drive + Glastonbury, CT + 06033

June 17, 2019

Michael Maniscalco, Town Manager  
Town of East Hampton  
20 East High Street  
East Hampton, CT 06424

Re: 2019 Road Improvement Project  
Bid Results & Recommendation of Award

Dear Mr. Maniscalco,

As requested, we have compiled the results of the 2019 Road Improvement Project bids received as a result of the Town's *Invitation to Bid*. Further, we have evaluated these results and our findings and recommendations are described below.

### Background

Notice of the Invitation to Bid was published on May 3, 2019. One addenda to the bid package was issued to all bidders.

### Bid Opening

The bids were opened at the Town Hall at 10:00 AM on May 22, 2019. Three (3) bids were received. All bidders appear to have met the administrative requirements of the bid process, including:

- Written Acknowledgement of Addendums No. 1
- Completed and Submitted Non-Collusion Affidavit
- Completed and Submitted Qualifications Statement
- Submitted Bid Security in the amount of five percent (5%) of their bid

The bidders and the base bid prices provided were (including only Phases 1 and 2, as these are the only projects the Town intends on awarding at this time):

- |                                  |               |
|----------------------------------|---------------|
| • B&W Paving & Landscaping, LLC. | \$ 387,446.00 |
| • Asphalt Repair Solutions       | \$ 438,000.00 |
| • CT Seal Coating                | \$ 381,200.00 |

Anchor reviewed the estimated quantities of unit cost items that are expected to be required on Phases 1 and 2 of this project, which include 4,200 lf of bituminous curbing, 25 single catch basin top replacements, 3



Mr. Michael Maniscalco  
June 17, 2019  
Page 2

double catch basin top replacements, and 310 square yards of driveway apron replacement. The total bid prices, including the costs associated with the unit price pay items are as follows:

- B&W Paving & Landscaping, LLC. \$ 495,836.00
- Asphalt Repair Solutions \$ 495,980.00
- CT Seal Coating \$ 496,275.00

Our conclusion from this is that the scope of work was clear to the contractors and that the bids are competitively priced. In general, each of the bids, and specifically the low bids, seemed balanced on the whole, that is, the prices provided for the line items seemed generally proportional to the value of materials and labor required to complete the work for that line item.

A complete comparison of the tabulated bid prices is attached.

Consideration of the Apparent Low Bidder

B&W Paving & Landscaping, LLC. has provided a list of project completed within the past 2-3 years within the State of Connecticut. Many of these projects were of a similar nature to that of the Town of East Hampton's, some being performed directly for other municipal entities.

Based upon the quality of work performed by B&W previously for the Town of East Hampton, we have not found reason to be concerned with the company's quality of work or business practices.

Recommendation

On the basis of the bid received, the generally favorable references and previous work done for the Town, we recommend the contract be awarded by the Town of East Hampton to the low bidder B&W Paving & Landscaping, LLC., with a base bid amount of \$ 495,836.00 to complete Phases 1 and 2 of the project as bid.

Please contact me should you wish to discuss the above.

Sincerely,



Matthew N. Brown, P.E.  
Associate


Enc.

**BID TABULATION**  
**TOWN OF EAST HAMPTON**  
**2019 ROAD IMPROVEMENT PROJECT**  
**BID OPENING: MAY 22, 2019, 10:00 AM**

ITEM NO.	BID ITEM	Bidder		B & W	Asphalt Repair Solutions	CT Seal Coating
		UNIT	BID UNIT PRICE			
1	PHASE 1	LS	\$247,792.00	\$277,000.00	\$256,680.00	
2	PHASE 2	LS	\$139,654.00	\$161,000.00	\$124,520.00	
Subtotal Base Bid - Phases 1 & 2 only						
3	PHASE 3	LS	\$387,446.00	\$438,000.00	\$381,200.00	
4	PHASE 4	LS	\$168,420.00	\$172,000.00	\$135,680.00	
Subtotal Base Bid - Phases 1-4						
5	Unit Price #1 - New Bituminous Curbing	LF	\$10.00	\$7.00	\$15.00	
		Est. Qty	4200	4200	4200	
		Total		\$42,000.00	\$29,400.00	\$63,000.00
6	Unit Price #2 - Catch Basin Top - Single	EA	\$1,700.00	\$800.00	\$850.00	
		Est. Qty	25	25	25	
		Total		\$42,500.00	\$20,000.00	\$21,250.00
7	Unit Price #3 - Catch Basin Top - Double	EA	\$2,900.00	\$1,000.00	\$975.00	
		Est. Qty	3	3	3	
		Total		\$8,700.00	\$3,000.00	\$2,925.00
8	Unit Price #4 - Bituminous Concrete Driveway Apron	SY	\$49.00	\$18.00	\$90.00	
		Est. Qty	310	310	310	
		Total		\$15,190.00	\$5,580.00	\$27,900.00
Total Bid with Est. Unit Price Item Quantities						
			\$495,836.00	\$495,980.00	\$496,275.00	
Bidder						
Bid Security Submitted						
Addendums Acknowledged						
Non-Collusion Affidavit						
Bidder Qualifications Statement						
			yes	yes	yes	
			yes	yes	yes	
			yes	yes	yes	
			yes	yes	yes	



June 19, 2019

To: Michael Maniscalco, Town Manager  
From: Dennis Woessner, Chief of Police   
Subject: Town of East Hampton Bid #2019-05-21

The East Hampton Police Department recently put out an Invitation to Bid #2019-05-21, for two (2) Yamaha FX Series-Model FX HO Wave Runners and one (1) Tandem bunk PWC trailer. The bids were due on June 17, 2019 at 1:00p.m.

The only company submitting a bid was G&R Marine Unlimited, LLC out of South Windsor.

1. Two (2) Yamaha FX Series-Model FX HO Wave Runners	\$25,598.00
2. One (1) Tandem bunk PWC trailer	\$1,795.00
3. Freight and delivery	\$250.00
Total Bid:	\$27,643.00

I am requesting that G&R Marine Unlimited, LLC be awarded the bid. The funds for this purchase are coming from donations given to us specifically for the replacement of our aging boat, \$13,992.83, as well as Capital funds which were allocated to this project.



EXHIBIT A

Proposal Schedule

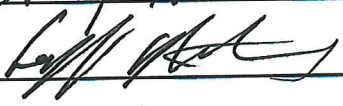
Description	Cost
(2) Yamaha FX Series-Model FX HO	25,598.00
(1) Tandem bunk PWC trailer (capable of carrying two personal watercraft)	175.00
Freight and delivery	250
TOTAL COST	27,643

The company submitting this proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: 6/11/19

Name of Company: G&R Marine Unlimited, LLC

Name and Title of Agent: Geoffrey Nichols

By (SIGNATURE): 

Address: 44 Kimberly Dr  
South Windsor, CT 06074

Telephone Number: 860.290.7855



# TOWN OF EAST HAMPTON

## INVITATION to BID

#2019-05-21

Sealed bids will be received by the Town of East Hampton for the furnishing of all necessary labor, equipment and material for the following:

- (2) Yamaha FX Series-Model FX HO
- (1) Tandem bunk PWC trailer (capable of carrying two personal watercraft)

Bid specifications are available in the office of the Town Manager, 20 East High Street, East Hampton, CT 06424: Monday through Thursday 8:00 am – 4:00 pm. Specifications may also be obtained by e-mail sent to the following address [csiros@easthamptonct.gov](mailto:csiros@easthamptonct.gov) or via the State of Connecticut contracting portal at [https://biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2). Bids must be submitted on forms provided for such by the Town. Bids will be received at the above location until **June 17, 2019 at 1:00 p.m. EST** at which time they will be publicly opened and read aloud. NO Bids will be accepted after this date and time. The Town reserves the right to reject any and all Bids it deems in the best interest of the Town to do.

**LATE BIDS WILL NOT BE CONSIDERED.**

Michael Maniscalco  
Town Manager

## SECTION I: NOTICE OF INVITATION TO BID

---

### 1.0 BID Timeline

<b>Name of the Proposal</b>	<b><i>Personal Watercraft – BID #2019-05-21</i></b>
<b>Date of Issuance</b>	<b>May 21, 2019</b>
<b>Deadline for Questions</b>	<b>June 10, 2019 at 12:30 p.m. EST</b>
<b>Deadline for Proposal Submittal</b>	<b>June 17, 2019 at 1:00 p.m. EST</b>

**BIDS TIME-STAMPED AFTER 1:00 p.m. ARE LATE**

**Sealed Proposal: *Personal Watercraft***

Office of the Town Manager-Town Hall 20 East High Street, East Hampton CT 06424

Electronic and fax Bids **are not** acceptable

**One original and three (3) copies of your proposal are required**

**Contact Person,** Dennis Woessner, Chief of Police

**E-mail Address** [dwoessner@easthamptonct.gov](mailto:dwoessner@easthamptonct.gov)

**Phone Number:** 860-267-7276

- 1.1 The Town reserves the right to accept or reject any or all Bids and to waive any informality in Bids if such waiver does not substantially change the offer or provide a competitive advantage to any Company.
- 1.2 The Town is not responsible for delays occasioned by the U.S. Postal Service, or any other means of delivery employed by the Proposer. Similarly, the Town is not responsible for, and will not open, any proposal responses that are received on or after the time stated above. Late Bids will be retained in the Bid file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 1.3 Bids will be opened on **June 17, 2019 at 1:00 p.m. EST** (our clock) EST in Town Hall, 20 East High Street, East Hampton Connecticut. Only the names of companies who submitted bids will be revealed. The main purpose of this opening is to reveal the name(s) of the Bidder(s), not to serve as a forum for determining the awarded proposal(s).
- 1.4 Bids will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Bids may be withdrawn any time prior to the scheduled closing time for receipt of Bids; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

## SECTION II: INSTRUCTIONS TO PROPOSERS

---

- 2.0 A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Town that you have read, understand and will comply with the instructions and all terms and conditions stated in this Invitation to Bid and all attachments. The Town of East Hampton reserves the right to reject any or all Bids, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 2.1 This Invitation to Bid does not commit the Town to make an award, nor will the Town pay any costs incurred in the preparation and submission of Bids, or costs incurred in making necessary studies for the preparation of Bids.
- 2.2 Addenda - Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by **June 10, 2019 at 12:30 p.m. EST.** EMAIL all questions to Dennis Woessner [dwoessner@easthamptonct.gov](mailto:dwoessner@easthamptonct.gov) . Any and all questions will be responded to in the form of written addenda to all Companies. It is the Proposer's responsibility to check for addenda.
- 2.3 Exceptions to Contract Documents -The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this bid. Such exceptions or deviations will be considered in evaluating the bids. Companies are cautioned that exceptions taken to this bid may cause their proposal to be rejected.
- 2.4 Incomplete Information - Failure to complete or provide any of the information requested in this Invitation to Bid, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".
- 2.5 No responsibility will be attached to any person for premature opening of a proposal not properly identified.



### **SECTION III: GENERAL TERMS AND CONDITIONS**

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- 3.1 **LANGUAGE, WORDS USED INTERCHANGEABLY** -The word TOWN refers to the TOWN OF EAST HAMPTON, Connecticut throughout these Instructions and Terms and Conditions. Similarly, PROPOSER/BIDDER refers to the person or company submitting an offer to sell its goods or services to the TOWN.
- 3.2 **PROPOSAL RESULTS AVAILABILITY** -Proposals will be evaluated promptly after opening. NO PROPOSAL RESULTS WILL BE GIVEN OVER THE TELEPHONE. After award, notification will be sent to all companies who submitted a proposal. **No Proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.**
- 3.3 **PROPOSER QUALIFICATIONS** -No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Town upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Town, or that is deemed irresponsible or unreliable by the Town. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service.
- 3.4 **PROPOSAL FORM** -Each Proposer must submit an original proposal and three (3) additional copies as required on the form attached (**Exhibit A**). The Proposer shall sign his/her proposal correctly, and the proposal may be rejected if it shows any omissions, alterations of the form, additions not called for in the proposal, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
- 3.5 **SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail and submitted in writing. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
- 3.6 **PROPOSER/OFFEROR REPRESENTATION** -Each Proposer must sign the Proposal with his/her usual signature.
- 3.7 **COLLUSIVE PROPOSAL** -The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
- 3.8 **BROCHURES** -Proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.



- 3.9 **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** -All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
- 3.10 **PROPOSAL CHANGES** -Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
- 3.11 **HOLD HARMLESS AGREEMENT** -The Contactor agrees to protect, defend, indemnify and hold harmless the Town of East Hampton and their officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
- 3.12 **AVAILABILITY OF FUNDS** -Purchases under this contract are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
- 3.13 **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** -The Town reserves the right to reject any or all Proposals. The Town further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Town.
- 3.14 **INVOICES** – Invoices should be submitted to the following address for payment:
- Town of East Hampton  
20 East High Street  
East Hampton, CT 06424  
Attn. Finance Department
- 3.15 **LAWS AND REGULATIONS** -All applicable State of Connecticut and Federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be and are incorporated here by reference.
- 3.16 **SUBCONTRACTING** -No portion of this Proposal may be subcontracted without the prior written approval by the Town.
- 3.17 **ELECTRONIC PROPOSAL SUBMITTAL** -Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.
- 3.18 **MISCELLANEOUS** -The Town reserves the right to reject any and all proposals or parts thereof. The Town reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Town reserves the right to negotiate optional items with the successful Proposer.
- 3.19 **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the Town.

- 3.20 **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
- 3.21 **TERMINATION OF AWARD FOR CAUSE** -If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Proposer shall violate any of the covenants, agreements or stipulations of the award, the Town shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Town, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Town, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Proposer shall not be relieved of liability to the Town for damage sustained by the Town by virtue of breach of the award by the successful Proposer and the Town may withhold any payments to the successful Proposer for the purpose of set off until such time as the exact amount of damages due the Town from the successful Proposer is determined.
- 3.22 **FORCE MAJEURE** -For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
- 3.23 **ASSIGNMENT** -Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Town. Any assignment or attempt at assignment made without such consent of the Town shall be void.
- 3.24 **EQUAL OPPORTUNITY** -The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 3.25 **SPECIFIC DELIVERY SCHEDULE** -For purposes of this proposal and subsequent awards, Town holiday closures are typically

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day following, and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.)



Notice of a late delivery arrival should be made not less than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Town may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

- 3.26 **FREIGHT** -Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
- 3.27 **FOB POINT** -In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
- 3.28 **TAXES** -The Town of East Hampton is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Town is exempt will be deducted from invoices before payment is made.
- 3.29 **PROPOSAL INFORMATION IS PUBLIC** -All documents submitted with any proposal or proposal shall become public documents and subject to Connecticut Freedom of Information laws. By submitting any document to the Town of East Hampton in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Town of East Hampton and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Town of East Hampton and its officers and employees harmless from any claims arising from the release of any document or information made available to the Town of East Hampton arising from any proposal opportunity.

Due regard will be given for the protection of proprietary information contained in all Bids received; however, participants should be aware that all materials associated with project Bids during the entirety of the Program are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for participants to merely state in general terms that the proposal is proprietary in nature and, therefore, not subject to release to third parties. Any proposal that makes such a general or overarching claim may be subject to disqualification. **Those particular sentences, paragraphs, pages or sections which a participant believes to be exempt from disclosure under the FOIA must be specifically identified as such**

- 3.30 **NO GIFT STANDARD** -The Town of East Hampton is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we have asked all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a Town employee and not available to the general public, regardless of the value.
- 3.31 **AGREEMENT FORMS** - If a Proposer intends to request that the Town of East Hampton enter into any agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the Town's legal counsel during the evaluation of Bids. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.

Proposers are advised that in the event any such agreement contradicts the Town of East



Hampton requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses. If agreement form indicated a firm other than the Proposer is contractor, vendor, or payee, the proposed contractor, vendor or payee must also indicate concurrence with the deletion of such clauses.

If no agreement form is included with the proposal, no such form will be approved by the Town during the evaluation or award processes or following award of contract. If the proposal does not indicate the proposed contractor, vendor or payee to be a person or company other than the Proposer, (1) only the Proposer will be considered as Contractor and (2) payments will be made only to the Proposer to whom the contract is awarded.

The Town of East Hampton will in no case agree to terms not submitted for review with Bids.

- 3.32 **PAYMENT TERMS** - Payment terms for services authorized under this agreement shall be net thirty (30) days upon receipt of an original invoice. Payment terms may be modified upon mutual agreement between the Town and vendor.

The Town may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

- 3.33 Proposer must complete and sign the **Proposal Schedule (Exhibit A)**

## **SECTION IV: DETAIL SPECIFICATIONS**

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**The minimum specifications are as follows:**

1. Seating capacity- minimum of three persons
2. Engine- Minimum 4-cylinder, 4-stroke, 1.8-liter (1812cc) High Output Marine Engine (must use regular gas)
3. Features- Engine reverse, Trim system, Steering adjustment, cruise assist, multifunction information center (gauges to include tachometer/speed), watertight storage (minimum 24 gal), glove box, dual mirrors, reboarding step, tow hook, automatic bilge, fuel tank (minimum 18 gal).

**EXHIBIT A**

**Proposal Schedule**

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<b>Description</b>	<b>Cost</b>
(2) Yamaha FX Series-Model FX HO	
(1) Tandem bunk PWC trailer (capable of carrying two personal watercraft)	
Freight and delivery	
<b>TOTAL COST</b>	

The company submitting this proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Name and Title of Agent: \_\_\_\_\_

By (SIGNATURE): \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_





AGENDA  
ITEM # 12

Office of the COLLECTOR OF REVENUE  
**KRISTY MERRIFIELD, CCMC**  
kmerrifield@easthamptonct.gov

June 25, 2019

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There is one (1) refund totaling \$96.12.

Respectfully Submitted,

Kristy L. Merrifield, CCMC  
Collector of Revenue

001

96.12 HJ

96.12 TL\*