#### TOWN OF WOODBRIDGE, CONNECTICUT

# REQUEST FOR PROPOSALS FOR AN S2 ACCESS CONTROL SYSTEM Bid # 2019-03

The Town of Woodbridge, Connecticut ("Town") invites sealed price proposals from licensed S2 vendors to provide an S2 system to two Town buildings and to add S2 compatible systems in a third building.

A pre-bid site visit is scheduled for Tuesday Nov. 27 at 9:30 a.m. starting at 11 Meetinghouse Lane.

Bids are due to Betsy Yagla, Assistant Administrative Officer, Town of Woodbridge, 11 Meetinghouse Lane, Woodbridge CT 06525 by 11 a.m. on Dec. 7, 2018.

#### Calendar

Bid Release Date: Nov. 16, 2018

Site Visit: Nov. 27, 2018, 9:30 a.m. at Town Hall, 11 Meetinghouse Lane

Questions Due: Nov. 30, 2018, 4 p.m. to byagla@woodbridgect.org

Bid Opening Date: Dec. 7, 2018, 11 a.m. at Town Hall, Meetinghouse Lane

# **Project Description**

The Town of Woodbridge, Connecticut ("Town") invites sealed price proposals from licensed S2 vendors to provide an S2 system to two Town buildings and to add S2 compatible systems in a third building.

The Town's Library and Center Building are in need of an access control system and the Town Hall already has S2 installed. The Town wants all three buildings to be equipped with panic buttons that will communicate directly with the Town's Police Department (located in the Center Building).

Below are the details of each building's needs:

#### Library

There are seven exterior doors at the Library. Install S2 system and provide access control at three doors with a card reader at the main entry. The remaining four doors should have door contact strips added to be able to monitor when the door is opened.

Install four panic buttons to directly notify the Police Department (located in the Center Building).

At the Library, ideally the S2 system would integrate with the existing Simplex burglar alarm, or replace the burglar alarm.

#### Center Building

Excluding the Police Department, there are 11 doors at the Center Building. Install S2 system and provide access control to five of the building's exterior doors (Senior Center, Human Services offices, daycare, Fitness Center and EMS) with a card reader. The remaining doors should have door contact strips added to be able to monitor when the door is opened.

Install four panic buttons that would directly notify the Police Department (located in the Center Building).

#### Town Hall

There are six exterior doors at Town Hall. Town Hall already has the S2 system installed which provides access control to four exterior doors. The remaining doors should have door contact strips added to be able to monitor when the door is opened.

Install six panic buttons that would directly notify the Police Department (located in the Center Building). Additionally, the Town would like two physical lock-down buttons to automatically lock the four doors with access control during emergencies.

The Town requests that respondents break out the price per building. And in the Library and the Center Building respondents are requested to break out the price for the panic buttons.

In all three buildings, Town staff will pull cable to doors, panic buttons and lock-down buttons.

The Town reserves the right to amend or terminate this Request for Proposals ("RFP"), accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the vendor who, in the Town's judgment, will be in the Town's best interests.

Bids must be received by the Town of Woodbridge at (Attention: Betsy Yagla), Town Hall, 11 Meetinghouse Lane, Woodbridge, CT 06525 by 11 a.m. on Dec. 7, 2018. The Town <u>may</u> reject any proposals received after the date and time noted in its sole discretion.

Proposals must be held firm and cannot be withdrawn for 90 days after the opening date. The Town reserves the right to amend or terminate this RFP, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the Proposer that, in the Town's judgment, will be in the Town's best interests.

#### **GENERAL INSTRUCTIONS TO BIDDERS**

The following instructions and specifications shall be observed by all bidders:

#### 1. PROPOSAL COMPLIANCE

Bids shall be submitted on the enclosed forms. Incomplete forms may be cause for disqualification of the bid. Bids must be signed by the authorized representative/officer/agent of the bidder.

The Town of Woodbridge shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.

#### 2. BID RETURN ENVELOPE

All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words "BID DOCUMENTS". Please clearly mark your envelope with the bid title and opening date to prevent opening of a sealed bid prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the Town in its normal course of business will not be accepted. If time permits, the proposals will be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above. The town will not be held responsible for those bids lost in the mail.

#### 3. <u>BID PROPOSAL/PRICE</u>

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled in ink or typewritten in both words or figures. Bid prices shall include all labor, materials and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions. All prices must be NET, F.O.B. to the Town of Woodbridge, 11 Meetinghouse Lane, Woodbridge, Connecticut unless otherwise indicated.

Negligence on the part of the bidder in preparing a bid confers no right of withdrawal or modification of a bid after such bid has been opened.

The Town of Woodbridge is exempt from the Connecticut sales tax, Federal excise taxes, and the provisions of the Federal Robinson-Patman Act. In addition, any taxes due by the trade contractor or Contractor shall not be passed on to Town as expense or cost.

#### 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or in writing by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Once bids are opened the prices shall remain firm for ninety (90) days after the bid opening.

#### 5. RIGHT OF REJECTION

The Request for Proposal/bid does not necessarily contemplate an award based solely on price. The Board of Selectmen or its designee may reject or accept any and all bids in whole or in part or may waive any informality in bids received if, in its/his/her opinion, it is in the best interest of the Town to do so, for whatever reason.

#### 6. <u>METHOD OF AWARD—FACTORS</u>

- A. Where more than one item is bid, the Town reserves the right to split the bid award individually or grouped if it is in the Town's best interest to award base bid and alternate to different vendors for any reason.
- B. The start date and timeline may be a major factor considered in awarding a contract and may result in an award to a vendor other than the low bidder.
- C. In the event there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

#### 7. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each bidder is required to be familiar and comply with the terms and conditions of the specifications and all other contract documents and with all federal, state, and local laws, ordinances or regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the contract.

The submission of a bid shall be construed as an assurance that the bidder has examined all the conditions of the bid documents and specifications, and the failure of the bidder to familiarize himself with conditions related to the specifications shall in no way relieve any bidder from any obligation in respect to this bid.

#### 8. QUALIFICATIONS OF BIDDER

The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Town all such information for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or discovered by investigation of a bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein.

#### 9. ERRORS, INTERPRETATIONS, AND ADDENDA

Should the bidder find any omissions, discrepancies or errors in the specifications or other contract documents or should the bidder be in doubt as to the meaning of the specifications or other contract documents, the bidder should immediately notify the Town Assistant Administrative Officer who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretation shall be made to any bidder and no oral statement of the Town or any agent or representative of the Town shall be effective to modify any of the provisions of the contract documents. The Town of Woodbridge shall have the right to request clarifications of bids submitted and hold public hearings for the consideration of the merits of any or all bidders.

#### 10. SUBSTITUTION FOR NAMED BRANDS OR SUBCONTRACTING

Should brand name items appear in these specifications, before bidding on any item considered equal to or better than a named item, the bidder shall get written approval from the Finance Director for the substitution. The bidder shall not subcontract the work under this project without the written approval of the Finance Director.

#### 11. GUARANTEE

All equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship and shall be in accordance with specifications and adequate for its intended use. Where it is required for the vendor to repair, replace or to modify, alter, add or remove hardware, parts, components or related accessories for the purpose of insuring proper appearance, performance or operation, the same shall be done as required by the vendor until such time as acceptable performance, operation or appearance has been established. Problems that may occur shall be corrected consistent with the guarantee. The vendor shall attend to and remedy such items in a reasonable and timely manner. Appropriate logs, schedules, and reports shall be maintained by the vendor to document these items and the action taken. Warranty information, catalogues of parts, and/or instructions of use shall be provided with the bid form when appropriate; otherwise, the same shall be provided upon delivery. All warranties shall be assignable to any customer of the Town of Woodbridge or agent thereof intended to benefit from such services. These warranties shall be in addition to any remedies provided by applicable law. Bidder warrants that all goods and services furnished hereunder shall be designed, constructed and performed so as to comply with the Williams-Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations and standards issued thereunder by any applicable

governmental authority which as of the date of performance will apply to the goods and services furnished hereunder.

#### 12. HAZARDOUS WASTE

In the event that equipment or materials are the subject of this bid and they involve the handling of hazardous waste and associated insurance coverages are not identified elsewhere in the bid documents, the bidder's insurance policy must provide Environmental Impairment Liability. The bidder warrants that it understands the currently known and suspected hazards to persons, property and the environment by the transport, treatment, and disposal of hazardous waste. The bidder warrants that it will perform all services hereunder in a safe, efficient and lawful manner using industry-accepted practices and in full compliance with all applicable Connecticut and federal laws and regulations.

#### 13. INDEMNIFICATION

The bidder shall at all times indemnify and hold harmless the Town of Woodbridge and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Town of Woodbridge or (b) the bidder, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the bidder or his subcontractor or material men or by reasons of his or their use of faulty, defective or unsuitable materials, tools, or equipment of defective design in constructing or performing under this bid. The existence of insurance shall in no way limit the scope of this indemnification. The bidder shall reimburse the Town of Woodbridge for damage to property of the Town of Woodbridge caused by the bidder, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them. Bidder agrees that he will indemnify and hold the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignees. Bidder further agrees to assume and pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this agreement.

#### 14. **QUANTITIES**

The quantities as listed are estimates. The Town is in no way obligated to purchase any set amount at any time, but will purchase as needs dictate. The Town reserves the right to increase or decrease the quantity of each bid item at the same bid price stated on the bid form.

#### 15. EVIDENCE OF ORDER

If notified of the acceptance of this proposal and the proposal involves ordering equipment or materials, the bidder agrees to submit evidence of having ordered the equipment and/or material within five (5) days of the "NOTICE TO PROCEED".

#### 16. RIGHT TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the bidder or any of his subcontractors, the Town may serve written notice upon the contractor of its intention to terminate the contract. Such notices shall contain the reasons for such intention to terminate the contract and the contract shall cease and terminate within five (5) days, unless within five (5) days after the delivery of such notice upon the bidder, such violation or delay shall cease and mutually acceptable arrangements for correction are made. In the event of any such termination, the Town shall deliver notice of such termination to bidder.

The Town of Woodbridge reserves the right to cancel outstanding orders awarded against this bid after reasonable time for delivery has passed. In addition, in the event of any such cancellation, the Town of Woodbridge shall have the right to contract with the next most qualified bidder hereunder, as determined by the Town of Woodbridge, if it deems it in the best interest of the Town of Woodbridge. Notwithstanding the foregoing, the Town shall not be held to a basis of the lowest prices for which the completion of the work or the supplying of equipment or any part thereof might have been accomplished, but it shall charge the defaulting bidder and the defaulting bidder shall be liable for all sums actually paid or expenses actually incurred in effecting prompt performance hereunder. In the event the Town of Woodbridge incurs any loss, cost or expense on account of such termination or cancellation (including, without limitation, additional cost of the next most qualified bid or performing under the contract and attorneys' fees), the bidder as to whom or which the contract shall have been terminated or cancelled shall be liable to the Town of Woodbridge for such loss, cost, or expense.

#### 17. DELIVERY

Delivery of items or commencement of project shall be within thirty (30) days of purchase order issuance or specified date scheduled in this document. The Town may establish blanket purchase orders under these specifications and require delivery on a monthly basis.

#### 18. RISK OF LOSS

Bidders agree to bear the risk of loss, injury, or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction shall not release the bidder from any obligation under this bid. Delivery shall be F.O.B.

#### 19. PAYMENT

Invoices shall be furnished to the Woodbridge Finance Director for verification and approval of the amount due the successful bidder. Final payment shall not be made until final acceptance by the Town of Woodbridge of all vehicles, equipment, materials or services. Payment shall be made within 30 days after approval and acceptance. Terms and conditions other than those stated above must be stated on bid. If a successful bidder is in default hereunder and/or the Town of Woodbridge is of the opinion that a meritorious claim exists or will exist against such bidder of the Town arising out of the negligence of such bidder, then the Town may withhold payment of any amount otherwise due and payable hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to such bidder, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town and no person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. This provision is not intended to limit or in any way prejudice any other right of the Town and no interest shall be payable by the Town on any amounts withheld under this provision.

#### 20. EQUAL OPPORTUNITY—AFFIRMATIVE ACTION

Each bidder with ten (10) or more employees shall complete the Certificate of Bidder which is included as part of these specifications. Bidders with less than ten (10) employees should indicate this on the Certification and return it with their bid.

A signature on the form certifies that the bidder does not discriminate on the basis of race, color, sex, national origin, age or disability.

#### 21. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the state of Connecticut and any action at law in connection herewith shall be brought in Connecticut state courts.

#### 22. REQUIRED PROVISIONS

Each and every provision and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this agreement shall forthwith be physically amended to make such insertion.

#### 23. GENERAL

A successful bidder may be required to furnish a performance bond acceptable to Town Counsel.

Any unit furnished as a result of this bid is to be a new and unused model currently in production. Accessories necessary for its proper functioning on delivery are assumed to be

included in the quote even though not necessarily mentioned in the specifications. All assemblies, sub-assemblies and component parts for all units specified are to be standard and interchangeable except where noted.

The award of any contract hereunder is subject to the following conditions and contingencies:

- a.) The approval of such governmental agencies as may be required by law;
- b.) The appropriation of adequate funds by the proper agencies or governmental bodies;
- c.) If the bidder is a corporation or other legal business entity, it must have a current license to do business in the state of Connecticut that is on file with the Connecticut Secretary of the State or it must be organized and in good standing under the laws of the State of Connecticut.

#### 24. <u>CONFLICTING PROVISIONS</u>

If any of the provisions hereunder conflict with the provisions of any specifications attached hereto or issued in connection herewith, the contractual provisions of these instructions shall control. Notwithstanding the foregoing, the Town of Woodbridge reserves the right to issue written clarification regarding resolution of any conflicting provisions, in which event such written clarification shall control.

#### 25. <u>INSURANCE REQUIREMENTS</u>

The bidder shall carry at its expense and provide evidence of insurance coverage listed below to protect itself and the Town of Woodbridge from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) out of or in connection with the performance of any work performed in accordance with the specifications or any related documents, whether such work is performed by the bidder or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the State of Connecticut and approved by the Town of Woodbridge. The insurance company writing coverage must have at least an Arating by Best & Company. All policies shall provide a thirty (30) day advance notice of cancellation to the Town of Woodbridge.

#### 1. Workers Compensation:

Coverage A: Statutory

Coverage B:

**Employers Liability:** 

Bodily injury by accident \$100,000 per person Bodily injury by disease \$100,000 per person Bodily injury by disease \$500,000 aggregate

All states and voluntary compensation endorsements

#### 2. Commercial General Liability

Limits of Liability: \$1,000,000 each occurrence \$2,000,000 general aggregate

# \$2,000,000 products/completed operations aggregate

#### 3. **Auto Liability**

Limits of Liability: \$1,000,000 each accident

#### 4. Excess (Umbrella) Liability:

The requirement that an Umbrella Policy be provided will depend on a case-bycase evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

<u>Note:</u> Special policy endorsement or additional coverages may also be required based on the special nature of the work of service being required (Professional Liability, E&O, D&O, Sexual Abuse and Molestation coverage and Bonds).

#### **Coverage:**

Town of Woodbridge to be named as additional insured.

Certificates of insurance shall be presented to the Finance Director for approval before the successful bidder, its agents and/or employees commence any work whatsoever pursuant to the contract.

## **Bid Proposal Form**

S2 Access Control System, Bid #2019-02

Bid Opening Date: 12/7/2018, 11 am
Bid Opening Location: Woodbridge Town Hall, 11 Meetinghouse Lane, Woodbridge, CT 06525

# List Unit Dries and Total Dries Daged on Estimated Quantities (if applicable)

List Unit Price and	d Total Price Based on E	stimated Quanti	ities (if applicable)
Total Bid Price:	\$		
_	(Nun	neric)	
Written price in Words:			
		DOLLARS AN	ID CENTS
Building	Access control price	]	Panic buttons price
Library	•		•
Center Building			
	Lock down buttons pr	rice I	Panic buttons price
Town Hall			
Exception: All bidders must list below with exceptions if necessary.)	w any and an exceptions to	the attached spe	enreation (attach a separate sheet
willing to offer a percent disc Finance Department as an incentive for	count on any invoice paid w prompt payment. Otherwise all the required documentat	rithin days e, payment terms a	id specification. We the undersigned are s of receipt by the Town of Woodbridge are as stated herein. We the undersigned not limited to; references, non-collusion
Signature of Authorized Representative		Date	
Name of Representative (print or type)			
Name of Company			
Company Address			
City	State	Zip C	Code
Telephone Number		Fa	NX

## NON COLLUSION AFFIDAVIT

### **Certification of Bidder**

# Concerning Equal Employment Opportunities and/or Affirmative Action Policy

/we, the b	bidder, certify that:				
1)	I/we comply with the equal opportunity clause as set forth in the Connecticut state law.				
2	I/we do not maintain segregated facilities;				
3.	I/we have filed all required employer's information reports;				
4.	I/we list job openings with federal and state employment services;				
5.	I/we are in compliance with the American with Disabilities Act;				
5.	I/we (check one):				
	Have an affirmative action p	rogram, or			
	Employ ten or fewer people				
	Bidder-Company Name	Name			
		Title			
		Signature			
		Date			

[END OF RFP]