



## **REQUEST FOR PROPOSAL (RFP)**

Access Control System

[www.WestbrookCt.US](http://www.WestbrookCt.US)

Issued by the Town of Westbrook, Ct  
866 Boston Post Road, Westbrook, CT 06498

C/O Noel Bishop, First Selectman

[nbishop@westbrookct.us](mailto:nbishop@westbrookct.us)

phone: 860-399-3040 x 1112

Dated: February 13, 2019

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# 1 Introduction

## 1.1 Overview

The Town of Westbrook ("the Town"), is seeking proposals to replace two existing access control systems with a single network (internet) communications-based access control system that would control a total of 14 doors located in 4 buildings. The purpose of this Request for Proposal (RFP) is to provide the Town with the materials, labor and software to allow the 14 doors to be controlled from two distinct locations.

The Town of Westbrook currently has a **Simplex** access control system which operates the exterior doors at the Mulvey Municipal Center, located at 866 Boston Post Road, Westbrook, Ct. The Westbrook Fire Department, located at 18 South Main Street, Westbrook, Ct. has a **Keri** access control system that operates exterior doors at three buildings, two building having exterior doors and one building with exterior doors and one interior door. The Town recognizes that the two systems in use need to be upgraded/replaced with newly available technology even though the current hardware is in working condition. This RFP includes the addition of two exterior doors and the hardware for the doors which are not included in the current environment. The Town understands that the potential exists that readers may need to be replaced and/or added.

This RFP does not obligate the town to award a contract or complete the project and the Town of Westbrook, CT reserves the right to cancel the solicitation if it is considered to be in its best interest.

As the town has not enlisted the services of a professional consultant to assist with the development of these specifications and as the town does not employ any professionals, dealing with this particular subject matter on its staff, the town therefore does not guarantee the total accuracy of these specifications, nor that the total system as intended has been absolutely and definitively described to the last detail. Because of this limitation, should a bidder find any material discrepancy, deficiency, or omission from these specifications, or should any doubt arise as to the content or meaning, or should further general clarification be desirable from a system quality and operational standpoint, the bidder should submit a written request, (fax is acceptable), to the address listed herein for the receipt of bids, so that a written addendum may be issued to all prospective bidders.

Additionally, we are inviting bidders to propose options that provide for cost savings and value engineering. Bidders should include the cost estimate(s) for Alternate Bids on the Bid Sheets, in the spaces allocated, and provide a short description of the experience and any fabrication approach. Submission of Alternate Bids is optional.

## 1.2 Walk Through

A walk through will start at the Selectman's Office in the Mulvey Municipal Building, 866 Boston Post Road, Westbrook CT at 10:00 a.m. on Thursday, February 26, 2019. All those that are interested in providing the Town a Proposal will be able to see all four buildings and the locations of the doors, current panels, computers, additional doors and proposed location of other equipment.

## 1.3 About Westbrook, CT

The Town of Westbrook, in Middlesex County, is located in southern Connecticut is a quaint shoreline community nestled on the banks of Long Island Sound between New Haven and New London. We celebrate a history that began as Westbrook was incorporated as a town in 1840. Timber from local white oak and chestnut forests sustained a shipbuilding industry that flourished for nearly a century. The most famous vessel associated with the town of Westbrook is the *Turtle*, the world's first submarine, invented by Westbrook-native David Bushnell. By the 1870s, the area had become a popular summer resort town—a characteristic it still retains today.

The population as of the last (2010) census was Listed as 6,938 people, but with new housing developments, continued economic development and one of the best school districts in the state of Connecticut, it continues to be a growing community in the area.

The town's organization structure consists of a town government that includes a First Selectman along with two Board of Selectmen officials and a six-member Board of Finance.

## 1.4 Project Timeline

### Project Timeline Dates:

RFP Release Date	12-Feb-2019
Written Questions Due	22-Feb-2019
Response to Vendor Questions	25-Feb-2019
Walk Through	26-Feb-2019
Proposal Deadline	28-Feb-2019 (noon)
Completion of Proposal Evaluations	05-Mar-2019
Presentations by Selected Vendors	06-Mar thru 14-Mar-2019

## 1.5 Town of Westbrook, Ct - Contact Information

This RFP is issued by Town of Westbrook, Ct, 866 Boston Post Road, Westbrook, CT 06498, C/O: First Selectman, Noel Bishop: [nbishop@westbrookct.us](mailto:nbishop@westbrookct.us); phone: 860-399-3040 x 1112.

The First Selectman shall be the sole point of contact for all questions or requests for additional information and may refer to others for discussion at his direction.

All contact with elected officials or personnel employed by the Town of Westbrook except for the contact person(s) named above with respect to this RFP shall be prohibited. Improper contact may constitute grounds for rejection of your proposal.

## 1.6 RFP Inquiries

All inquiries regarding this RFP including requests for additional information or clarification and proposed modifications or amendments to the RFP must be submitted in writing in accordance with 1.3 and 1.4 above to Noel Bishop, First Selectman. All such RFP inquiries must be received no later than **the close of business (4:00 p.m. local time)** not less than seven (7) days prior to the final date of submittal of the proposals and must be labeled "**Town of Westbrook, Ct Access Control System RFP.**" Each inquiry must include the inquirer's name, firm, telephone number and email address. Each inquiry should begin by referencing the RFP page number and section to which it relates. The person making the request shall be held responsible for its prompt delivery.

The Town of Westbrook will attempt to provide any assistance or additional information of a reasonable nature that may be requested by interested vendors.

Inquiries received after the deadline **will not** be considered. All inquiries received before the deadline will be compiled and answered.

Responses to inquiries will be posted on the Town of Westbrook's RFP website, located at [www.westbrookct.us](http://www.westbrookct.us). Respondents are responsible for checking the Town's website for all changes distributed in response to questions and requests for additional information. It should be noted that the website does provide for registering for notifications when/if items of bidders' interest are posted.

## 1.7 Terms of Service

The Town of Westbrook wishes to engage a vendor for the duration of this project and for any needed on-going maintenance services. Specific deliverables related to the scope of work for this project will be included in the final agreement.

## 2 Goals and Background

### 2.1 Project Objectives and Goals

*The primary objectives and goals of the Access Control System are as follows:*

#### 2.1.1 Provide and Install Access Control Hardware & related Software

We are seeking a vendor to provide and install all necessary hardware and software to enable the Town to control access to 4 Town Buildings and the 14 doors.

## 3 Scope of Work

### 3.1 Vendor Experience and Development Criteria

Preference will be given to vendors with experience installing access control systems, with special attention given to vendors' breadth of experience, references, number of years of experience and expertise of staff.

#### 3.1.1 Physical Locations

The four physical locations are:

a) **Mulvey Municipal Center**, 866 Boston Post Road, Westbrook CT 06498:

Computer for Software to be installed on is located in the Selectman's Office

**Doors:**

1. North Side (Rear of Building Exterior Only)
  - a. Visiting Nurses Office Door
  - b. Main Entrance to Lobby
2. Resident Troopers, Constables & Public Health
3. Senior Center (lower level)
4. West Side
  - a. Entrance off of parking lot across from generator.
5. South Side (This is an additional door not currently on the system)
  - a. Front Entrance to Lobby

b) **Riggio Building**, 1163 Boston Post Road, Westbrook CT 06498:

Computer for Software to be installed on is located in the Fire Department Administrative Office. Server for system to be located in the lower level of the Fire Department Administrative Offices.

**Doors:**

6. South Side



- a. Main Entrance to the building
- b. Entrance to Emergency Management/Fire Department Officers Entrance

c) **Fire Dept. Headquarters**, 18 South Main Street, Westbrook CT 06498:

**Exterior Doors:**

- 7. East Side
  - a. Door from parking area to Old Bays
- 8. West Side
  - a. Door from Firefighter parking area to New Bays
- 9. South Side
  - a. Entrance to Meeting Room
  - b. Mezzanine Door (This is an additional door not currently on the system)

**Interior Door:**

- 10. Ready Room

d) **Fire Department Station 2**, 725 West Pond Meadow Road, Westbrook CT 06498

**Doors:**

- 11. North Side:
  - a. Door from parking lot.

## **3.2 Functional Requirements & Software Criteria**

### **3.2.1 Compatibility**

Software should be compatible with Microsoft Windows operating environments running Windows 7, Windows 8 or Windows 10 and be intuitive to feel familiar to any Windows user.

### **3.2.2 Upgrades**

Software upgrades should be free of charge allowing for benefits of new functionality and features.

### **3.2.3 Workstations**

There should be no restriction on the number of operators having access and can be installed on an unlimited number of PC's without additional cost.

### **3.2.4 Multiple Security Levels**

There should be an unlimited number of people who can administer the system with varied levels of security.

### **3.2.5 Event Logging**

The system should allow for viewing events in real-time as well as reviewing historical events.

### **3.2.6 Reporting**

The system should provide for pre-defined reporting as well as the ability to design custom reports as needed.

### **3.2.7 Door Opening Function**

The software should allow for the opening of individual doors or pre-defined groups of doors from the administrator's workstation.

### **3.2.8 Calendar**

The software should allow defining time-periods (days/hours) where access can either be granted or restricted.

### **3.2.9 Temporary Access**

Access permissions should be able to be altered (upgraded or downgraded) for set periods of time.

### **3.2.10 Access Areas**

The system should allow for the definition of **Access Areas** whereby multiple doors can be grouped into single access-controlled areas.

### **3.2.11 Security Lockdown**

In the event of an emergency, the system should allow for only specific security personnel free access throughout the physical locations.

### **3.2.12 Definition of Normal Hours**

The system should allow for the definition of “Normal” hours whereby the doors would automatically be open for predefined times for predefined days.

### **3.2.13 Additional Recommendations**

If there are any specific functional requirements which your proposed solution offers which you deem a valuable recommendation, please provide a description as an addendum to your response to this RFP.

## **4 Evaluation of Proposals**

### **4.1 Evaluation of Submitted Proposals**

The Town of Westbrook intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals that are properly submitted will be evaluated using the evaluation criteria listed below. All proposals that are properly submitted will be evaluated by the Evaluation Committee appointed by the First Selectman and the Board of Selectmen. The recommendation of the Committee will be given to the Board of Selectmen. The Board in its sole discretion may approve such proposal, or any other proposal, and authorize the First Selectman to sign any agreement or contract.

### **4.2 Evaluation**

Proposals will be distributed to the members of the Evaluation Committee for evaluation utilizing the criteria set forth in this document (above).

### **4.3 Interviews and Demonstrations**

Each interview session could require an on-site meeting and/or presentation.

### **4.4 Recommendation for Award**

After the interviews have been conducted, the Evaluation Committee may recommend to the Board of Selectmen a specific proposal for consideration to be the Successful Vendor, based on the outcome of the review and interview processes. The Board of Selectmen reserves the right to make an award, not to make an award or to cancel this RFP either before or after the date of the RFP response deadline.

#### **4.5 Contract Discussions**

Upon approval by the Board of Selectmen, the Town of Westbrook shall enter into contract discussions with the Successful Vendor. If the terms and conditions of a contract cannot be successfully established within a reasonable amount of time (as determined by the Town of Westbrook), then contract discussions will be terminated and contract discussions with the next highest-ranking Vendor will commence. Negotiations shall continue at the sole option of the Town of Westbrook until a contract is signed and approved or all proposals are rejected, and the RFP is withdrawn.

#### **4.6 Notice of Award**

All vendors submitting a response to this RFP will be notified in writing of the award of a contract if and when an award is made. If no award is made, all vendors will be notified accordingly. For the purposes of this RFP, an award shall be deemed to have been made upon the completion of contract negotiations.

## 5 Vendor Qualifications and Obligations

All questions contained in this RFP must be answered. Failure by a vendor to answer all questions may result in the proposal being rejected. It should be noted that all documents submitted are subject to the requirements of the Connecticut Freedom of Information Act (<http://www.ct.gov/foi/>).

### 5.1 Documents to Be Submitted

Vendor must submit the following information, clearly marked as **“Personal and Confidential”**, to be considered (include the corresponding item number with each response):

#### 5.1.1 Executive Summary

- 5.1.1.1 Summarize on one page or less the key products and services you are proposing. Explain which RFP requirements these products are intended to meet and the benefits if we use these products and services.
- 5.1.2.2 A product brochure may act as sufficient description if so, deemed by vendor.

#### 5.1.2 Vendor System Information

- 5.1.3.1 For your proposed solutions, describe your hardware and software configurations as an “Attachment A”.

#### 5.1.3 Services and Implementation

- 5.1.4.1 Provide an in-depth list of your company’s capabilities.
- 5.1.4.2 Explain your company’s experience in access control systems.
- 5.1.4.3 Identify what uniquely distinguishes your offering from your competitors.
- 5.1.4.5 Describe any optional services that could be included with our solution.

#### 5.1.4 Client Examples

- 5.1.5.1 Provide three client references in your proposal, including a current contact name, organization name, phone number and email.

#### 5.1.6 Documentation

- 5.1.6.1 Provide a list of the technical documentation you provide prior to the implementation and full roll-out.
- 5.1.6.2 How often is documentation updated?

5.1.6.3 Is online assistance available with your system?

### **5.1.7 Training**

5.1.7.1 Describe the training that accompanies the system implementation.

5.1.7.2 What types of training materials are provided?

5.1.7.3 Do you offer on-site training?

5.1.7.4 Do you offer train-the-trainer classes?

### **5.1.8 Software Support and Maintenance**

5.1.8.1 Describe the software support/maintenance programs available.

5.1.8.2 Does the maintenance program include all future software upgrades?

5.1.8.3 Describe the hours of support you provide? Where is it located? Is it staffed by your own employees or is it a third-party facility? Briefly discuss technical support staffing numbers, staff experience, etc.

### **5.1.9 Warranty**

The Town of Westbrook requires that a warranty be included with the proposed solution.

5.1.9.1 Describe the warranty offered with your proposed solution.

5.1.9.2 Do the same support commitments apply during the warranty period as during the maintenance contract period?

### **5.1.10 Costs**

The Town of Westbrook prefers a firm quote on the full project. Given that statement, we also want to ensure a competitive bid from each potential vendor.

If your company prefers to provide a firm quotation covering only certain phases of this type of project, ensure that each phase is fully and clearly described and is denoted as a firm or budgetary quotation. At a minimum, it is required that each vendor provides a budgetary proposal for the full scope of the work described in this RFP.

Provide detailed pricing information for the proposed solution. Include list prices and discounted prices. Only include licenses as required for the different roles of users (administrator, view only, etc.). Break pricing down by project phases if appropriate.

The Town of Westbrook is not responsible for any costs/expenses incurred by anyone submitting a proposal for this project. Costs/expenses are the sole responsibility of the parties submitting proposals.

***Services and Support Costs:***

- 5.1.10.1 Design.
- 5.1.10.2 Implementation Services.
- 5.1.10.3 Training Services.
- 5.1.10.4 Software Support and Maintenance.
- 5.1.10.5 Hourly billing rates for each job classification that will or could be utilized during the project and/or post “go-live”.
- 5.1.10.6 Other Services and Costs (please specify).

***Ongoing Costs:***

- 5.1.10.7 Annual Subscription Fee(s) if applicable.
- 5.1.10.8 Hourly Rates for custom development.
- 5.1.10.9 Other ongoing costs.

***Optional Costs:***

- 5.1.10.10 Provide a brief description and cost associated with options provided under Section 3.10 (Maintenance and Support).

**5.2 Pending Litigation**

Vendors must list and summarize all pending or threatened litigation, administrative or regulatory proceedings or similar matters as well as prior litigation and/or judgements in the three years prior to the date of this RFP.. The successful vendor shall have a continuing obligation to disclose any such actions during the period of this RFP process and any contract resulting from this RFP.

**5.3 Non-Collusion**

By submission of a proposal, each vendor certifies, and in the case of a joint proposal, each party thereto certifies as to his own organization, that this proposal has been arrived at independently, without consultation, communication, or other agreement as to any matter relating to this proposal with any other bidder or with any competitor and that this proposal is in all respects fair and is made without collusion or fraud.

#### **5.4 Affirmative Action**

The vendor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental disability, or physical disability, unless it is shown by such vendor that such disability prevents performance of the work involved, in any manner prohibited by the law of the United States or of the State of Connecticut.



## 6 Submission Format and Delivery Requirements

### 6.1 Proposal Response Delivery

One fully “electronic” version sent via email to Noel Bishop, First Selectman at [nbishop@westbrookct.us](mailto:nbishop@westbrookct.us) and three (3) hard copies of the complete proposal clearly marked as:

**“Personal and Confidential – Access Control RFP”**

shall be delivered to the Town by the deadline as noted and addressed to:

**Noel Bishop, First Selectman  
Town of Westbrook, Ct  
866 Boston Post Road  
Westbrook, CT 06498.**

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by the Vendor shall become the property of the Town of Westbrook when received. The Town further reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Vendor of the conditions contained in this RFP.

### 6.2 Date and Hour of Submission

Once again, responses must be received on or before the close of business (12:00 p.m. local time) on **Enter Date Here**. Any proposal that has not been received at the above address by this date and time shall be disqualified from further consideration.

### 6.3 Acceptance or Rejection of Submissions

The Town of Westbrook reserves the right to reject any or all proposals, to waive technicalities or irregularities and to accept any proposal it determines to be in the Town of Westbrook’s best interest. The acceptance of any proposal submission shall not in any way cause the Town of Westbrook to incur any liability or obligation to the vendor, financial or otherwise. The Town of Westbrook may cancel the RFP in whole or part without making any award at its sole discretion, without any liability being incurred by the Town of Westbrook to any vendor for any expense, cost, loss, or damage incurred or suffered by the vendor as a result of such withdrawal.

### 6.4 Costs for Document Development

Costs for developing the response to this RFP are entirely the responsibility of the proposing party and shall not be chargeable in any manner to the Town of Westbrook. All Vendors agree to provide all such additional information as, and when, requested at their own expense. No vendor in supplying such information shall be allowed to change the pricing or other cost quotations originally submitted.

### 6.5 Proposal Validity

A proposal submitted in response to this RFP is irrevocable for 90 days from the date of submission. The Town of Westbrook reserves the right to withdraw a bid acceptance at any time if in the opinion

of the Town of Westbrook the vendor is unwilling or unable to enter into a form of contract satisfactory to the Town of Westbrook. Acceptance will be defined as the Board of Selectmen selecting you as our provider of service for the intent of negotiating a contract for services.

#### **6.6 Completeness of Proposal Information**

The Town is not responsible for locating or securing any information that is not identified in the Vendor's proposal and reasonably available to the Town. To ensure that sufficient information is available, the Vendor must furnish as a part of the proposal all descriptive material necessary for the Town to (1) determine whether the product offered meets the requirements of the RFP and (2) establish exactly what the Vendor proposes to furnish in terms of supplies, materials, and services.

#### **6.7 Contract Evaluation and Award**

The Town of Westbrook reserves the right to execute any of the following options:

- Issue no contract award for any of the services described within this RFP;
- Award all services to one vendor;
- Issue contract awards for any combination of services and vendor(s), either all or part of the business as the Town of Westbrook sees fit;
- The Town of Westbrook is not obligated to accept the lowest price or most technologically advanced proposal.

All participating vendors will be notified promptly of bid acceptance or rejection.

#### **6.8 Contract Negotiation and Execution**

It is the intent of the Town of Westbrook that after the successful vendor has been selected, the Town of Westbrook and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the Town of Westbrook shall not be contractually bound to any bidder prior to the execution of such written contractual agreement. The contents of the bid submitted shall become part of the contractual obligation and incorporated by reference into the ensuing contract. The contract with a successful vendor will include penalties for non-performance and failure to meet the proposal implementation schedule.

Contract execution is contingent upon approval by the Town's Board of Selectmen.

#### **6.5 Proposal Submission Certification**

By submitting a proposal, vendor certifies that he or she has carefully examined all the documents for the project and has carefully and thoroughly reviewed this RFP and understands the nature and scope of the work to be done and the terms and conditions thereof. The vendor further agrees that the performance time specified is a reasonable time.

## 6.6 Insurance & Indemnification Requirements

The Town of Westbrook is requiring insurance coverage as listed below for this work.

Note: The term " Consultant" shall also include their respective agents, representatives, employees, or subcontractors; and the term "Town of Westbrook" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards, and commissions.

At least five days before the Contract is executed and prior to commencement of work thereunder, the Contractor will be required to file a certificate of insurance, executed by an authorized representative of the insurance company satisfactory to the Town and in an acceptable form. The policy shall name the Town of Westbrook as an Additional Insured and state that, with respect to the award, the Contractor carries insurance in accordance with the following requirements:

### 6.6.1 Insurance Rider

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies. All insurance documents required can be included in the response materials as noted in Section 6.1 of this document or delivered separately to the **Town of Westbrook, Attention: Noel Bishop, First Selectman, 866 Boston Post Road, Westbrook, CT 06498**

### Minimum Scope and Limits of Insurance

#### 6.6.1.1. Workers' Compensation insurance:

With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

#### 6.6.1.2. Commercial General Liability:

With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this contract. Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

#### 6.6.1.3. Automobile Liability:

With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage. If the contractor is a Hazardous Waste Hauler

(trucker) or responsible for the removal of hazardous materials, then Automobile Liability in the amount of \$5,000,000.00 combined single limit is required.

#### **6.6.1.4. Errors and Omissions/Professional Liability**

With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or sub-consultant in connection with any professional services performed under this Agreement the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

#### **6.6.1.5. "Tail" Coverage**

If any of the required liability insurance is on a "claims-made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims-made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

#### **6.6.1.6. Acceptability of Insurers**

The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII or otherwise acceptable to the Town.

#### **6.6.1.7. Subcontractors**

The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the Town as required herein.

#### **6.6.1.8. Aggregate Limits**

Any aggregate limits must be declared to and be approved by the Town. It is agreed that the Contractor shall notify the Town whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

#### **6.6.1.9. Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

#### **6.6.1.10. Notice of Cancellation or Nonrenewal**

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

#### **6.6.1.11. Waiver of Governmental Immunity**

Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

#### **6.6.1.12. Additional Insured**

The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the Town as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

#### **6.6.1.13. Certificate of Insurance**

As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to the Town prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as an Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time.

#### **6.6.1.14. Waiver of Requirements**

The Town of Westbrook may vary these insurance requirements at its sole discretion if it determines that its interests will be adequately protected by the provision of different types or other amounts of coverage.

#### **6.6.1.15. Cyber Risk Insurance**

For all vendors who provide software development or installation, storage (including cloud computing), or host, use, or access Town of Westbrook data:

Subject to the limit of at least \$1,000,000 per claim to be maintained for the duration of the agreement and three years following its termination, to respond to privacy and network security liability claims including, but not limited to:

- Liability arising from theft, dissemination, and/or use of Town of Westbrook confidential information, including, but not limited to, bank, credit card account, and personally identifiable information such as name, address, social-security numbers, etc., regardless of how the information is stored or transmitted.
- Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Town of Westbrook data, including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

- Crisis-management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a data breach.

**RFP SUBMISSION FORM**

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**TOWN OF WESTBROOK**

By signing this form, you acknowledge compliance and agreement with the RFP requirements.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
City, State, Zip Code      Title

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

Telephone                      Date

Proposal of \_\_\_\_\_(hereinafter called "Bidder")\*

To the TOWN OF WESTBROOK, CONNECTICUT (hereinafter called "Town").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the installation of an access control system the Town of Westbrook having examined the specifications with related documents, and being familiar with all of the conditions surrounding the furnishing of the proposed equipment including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to provide the equipment in accordance with the equipment specifications, as prepared by The Town of Westbrook, within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Town to the Bidder and to fully complete all work related to the Contract within 30 calendar days of the execution of the Contract or the Notice to Proceed, whichever is later.

The Bidder agrees to provide the equipment and perform the work described in the specifications and shown on the plans for the following lump sum or unit prices:

**PRICE PROPOSAL**

ITEM	PRICE
	\$
	\$
	\$
	\$
	\$
	\$
<b>TOTAL BID</b>	\$



All entries shall be made clearly in ink or computer generated. Discrepancies between the indicated prices and the correct total will be resolved in favor of the correct total.

The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work called for.

The Bidder understands that the Town reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Respectfully submitted:

Date \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Name – Typed or Printed

\_\_\_\_\_  
Title Business Name

\_\_\_\_\_  
Federal ID Number

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State Telephone

\_\_\_\_\_  
Number

(SEAL - if bid is by a corporation)

BID FORM  
ATTACHMENTS

1. CONTRACTOR'S QUALIFICATION STATEMENT
2. AFFIDAVIT
3. CERTIFICATE OF BIDDER REGARDING EQUAL  
EMPLOYMENT OPPORTUNITY
4. CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY
5. BID BOND
6. CERTIFICATE AS TO CORPORATE BIDDER