# TOWN OF NORTH BRANFORD

**Purchasing Department** 

Town of North Branford

# Request for Proposal

Michelle Knockwood, Purchasing Assistant

203/484-6005- Fax: 203/484-6025

Data

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RFP#: 8 -2006/2007

Commodity Title: Fire/Burglar Alarm Monitoring Systems

Issue Date: November 22, 2006

**Opening** 

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Day / Date: Thursday, December 14, 2006

Time: 11:00 AM

Mail Address: Town Manager's Office

909 Foxon Road, P.O. Box 287 North Branford, CT 06471

Directions: All Submittals are opened in the Conference Room, located in the Town

Manager's Office at the Town Hall, 909 Foxon Road, North Branford, CT.

Enter Main Entrance, follow signs to Town Manager's Office.

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Request for Proposal/Advertisement

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General Conditions & Instructions

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W-9 Form

Sealed written Responses must be received by Purchasing no later than the date, time and location indicated above for the RFP Opening. Late Quotes will not be accepted - no exceptions. Submittal of Response by fax is not acceptable. **PLEASE NOTE:** When returning RFP packages, it is **important** to have the RFP number and description on the outside of the envelope that contains your bid package.

# <u>Please submit original and two (2) copies of completed Proposals to the</u> Purchasing Department.

Note: This RFP does not constitute an order for the goods or services specified.

RFP #8 – 2006/2007 Date: 11/22/06

Fire/Burglar Alarm Monitoring Systems

# RFP #8– 2006/2007 FIRE/BURGLAR ALARM MONITORING SYSTEMS

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<u>X</u>
<u>X</u>
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X
<u>X</u>

# -PURCHASING USE ONLY-

- <u>RF</u>	CQUIREMENTS-	<b>YES</b>	<u>NO</u>
1)	Certificate of Insurance	X	
2)	Bid Bond	X	
3)	100 % Performance Bond	X	
4)	Labor & Materials Bond		<u>X</u>
5)	Vendor References	X	
6)	Samples & Descriptive Literature		X

# REQUEST FOR PROPOSAL TOWN OF NORTH BRANFORD

# RFP#8 - 2006/2007 FIRE/BURGLAR ALARM MONITORING SYSTEMS

The Town of North Branford is soliciting sealed proposals for the services of a vendor to monitor and maintain the Town's fire and burglar alarm systems in approximately eight (8) buildings.

**SEALED PROPOSALS** will be received until 11:00 AM, Thursday, December 14, 2006, at the office of the Town Manager, 909 Foxon Road, North Branford, CT, at which time they will be opened and read aloud. Proposals received after this time will be rejected. Request for Proposal forms may be obtained at the Office of the Purchasing Assistant from 8:30 AM until 4:30 PM, Monday through Friday. The Town Manager reserves the right to reject any and all proposals or waive defects in same if he deems such to be in the best interest of the Town.

Information concerning the Request for Proposal may be obtained by contacting Michelle Knockwood, Purchasing Assistant at 203/484-6005 or purchasing assistant@townofnorthbranfordct.com

Minority business enterprises will be afforded full opportunity to submit bids and are encouraged to do so. The Town of North Branford is an Affirmative Action/E.O.E.

Karl F. Kilduff, Town Manager

Date: 11/22/06

Publish one (1) time in the New Haven Register under **Legals** on:

# TOWN OF NORTH BRANFORD-PURCHASING DEPARTMENT GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS

The general rules and conditions outlined below apply to all purchases authorized by the Town of North Branford. The conditions outlined become a formal part of each invitation to bid unless otherwise specified. All bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk.

The terms and conditions outlined in the invitation to bid become part of the formal contract following award, unless specified otherwise.

#### CONDITIONS OF BIDDING

- PROPOSAL FORMS: The bidder shall maintain one (1) copy for his files and submit the original signed copy in the envelope provided. Failure to do so will disqualify bid.
- LATE BIDS: Formal bids, addendum's to bids or requests to withdraw a bid received after the date and time specified for opening will not be considered.
- WITHDRAWAL OF BIDS: Bids may be withdrawn by written authorization only, and if withdrawal request is received prior to specified time of opening.
- 4. MAILING OF BIDS: All bids are to mailed in an envelope marked with the title of Bid and Bid Opening date and time and directed to the Office of the Town Manager. Vendors are encouraged to allow sufficient time for mailing of bids. The Town of North Branford assumes no responsibility for postal delays.

All bids received will be stamped by date and time received by the Purchasing Office. This date of receipt will prevail over postmark date.

Any addendum to a bid will be mailed out to all interested bidders, certified mail, return receipt.

5. **OPENING OF BIDS:** The bids will be opened publicly and read aloud. Vendors are welcome and are encouraged to attend bid openings.

Bid openings will be listed by vendor name, address and bid amount only. Bid tabulation will be done at a separate time following bid opening and will be available to interested vendors at a later time.

- 6. **BID COMPLETION:** All information required by the invitation must be complete to constitute proper bid. Failure to do so will result in disqualifying the
- The Town of North Branford reserves the right to reject all bids, or any part of a bid or to waive defects in bids if in the best interest of the Town of North Branford.

- 8. All formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date, unless otherwise specified. The bidder may agree to an extension at the request of the Purchasing Agent. All extensions are to be authorized by addendum.
- PAYMENT TERMS: Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.
- 10. BIDS FOR ALL OR PART: Bidders may restrict their bid to consideration in the aggregate by so stating but should include a unit price on each item bid upon. Any bid in which the bidder names a total price for all articles without quoting a unit price may be rejected at the option of the Town of North Branford.
- 11. **ERROR IN BIDS:** Any mistake in a bid which is obviously a clerical error such as a price extension, decimal point error or FOB terms may be corrected by the Purchasing Agent, following bidder verification. Clerical errors detected at the bid opening will be corrected and initialed by the Purchasing Agent, vendor and a witness if present. If an error exists in the extension of prices, the unit price shall prevail.
- 12. **RESPONSE TO INVITATIONS:** In the event you are unable to bid on our requirements as specified, in the invitation to bid, forward a letter to the Purchasing Office indication you intention not to bid and a brief explanation as to why you are unable to bid.
- 13. MULTIPLE BIDS: No bidder will be allowed to offer more than one bid price on each item, although alternate models or styles may meet specifications. Alternates will be considered only if requested in the original bid package. Any alternate not specified will be rebid if in the best interest of the Town. If the bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Town Manager.
- 14. **TAXES:** The Town of North Branford is exempt from all State and Local taxes.

- 15. EQUIPMENT SPECIFICATION AND/OR

  DESCRIPTIONS: Each bidder shall submit, when requested by the Purchasing Agent, catalogs, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work he proposes to furnish.
- 16. BID BOND, CERTIFIED CHECK, OR

  CASHIER'S CHECK: When required each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Connecticut or by a cashier's check or certified check made payable to the Town of North Branford, Connecticut. The amount of the bid deposit will be 10% of the total base bid unless otherwise specified.
- 17. **PERFORMANCE BOND:** If required by the bid specifications, the successful bidder must supply a performance bond for the full amount of the estimated total bid. The performance bond shall be made out in favor of the Town of North Branford. The performance bond will be required as security by the successful bidder for faithful performance of his contract. This performance bond will be required within 10 days of the award notification. The performance bond must be written by a surety company licensed to transact business in the State of Connecticut. The successful bidder upon failure or refusal to furnish within 10 days the required performance bond, shall forfeit to the Town of North Branford as liquidated damages their bid deposit.
- 18. **SAMPLES:** When samples are required from bidders receiving the award, the samples may be retained by the Town of North Branford until the delivery of contracted items. Bidders whose samples are retained may pick them up after delivery is accepted.

Bidders shall be responsible for delivery and removal of samples. Cost of delivery and removal of samples to be the responsibility of the bidder.

All samples are to be marked samples and delivered to the Purchasing Office. The package must indicate the name of the bidder, item enclosed and bid number. Failure to adequately identify samples as indicated may be considered sufficient reason for rejection of the bid.

#### **SPECIFICATIONS**

19. **TRADE NAMES:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is specified.

The reference to the above catalog is intended to be descriptive, not restrictive and is used to indicate to the prospective bidder articles that will be satisfactory.

Bids on other makes will be considered provided the bidder clearly states what is proposed in the space marked exceptions on the bid proposal sheet. Equipment specification sheets or other descriptive information will be required on all exceptions.

The Purchasing Agent reserves the right to approve as an equal or to reject as not being equal any article the bidder proposes to furnish which contains major or minor variations from the specification requirements.

If no particular brand, model or make is specified, the successful contractor may be required to submit working drawings or descriptive data to enable the Purchasing Agent to judge if all requirements of the specifications are being met.

- 20. The bidder shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part of the specification or drawings whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, ASTM regulations, or similar expressions. These shall be considered to be the minimum requirements of the specifications. Any deviations from specifications must be noted in writing at the time of submission of the formal bid. The absence of written deviations will hold the bidder strictly accountable to the Town of North Branford to the specifications as written. Any deviation from the specifications as written, not previously submitted as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
- 21. The contract will be awarded to the lowest responsible bidder complying with *all* the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Town of North Branford to accept it. The Purchasing Office reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Town. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a bidder who on investigation shows he is not in a position to perform the contract.

In determining responsibility the following qualifications in addition to price will be considered by the Purchasing Agent.

- a. The ability, capacity and skill of the bidder to perform the required services.
- The ability of the bidder to perform the contract or provide the service promptly within the time specified.
- c. The character, integrity, reputation, judgment and experience of the bidder.
- d. The quality of performance of previous contracts or services.

- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the material and/or equipment.
- Award by item, or part thereof, groups of items or parts thereof, or all items of the bid.
- Prepayment discounts for early payment will be taken into consideration when making award.
- 22. **NOTICE OF ACCEPTANCE:** All bidders will be notified of the award in writing within a reasonable time from the date of the bid opening. The successful bidder will also be notified. A purchase order will be issued following verbal notification.
- 23. TIE BIDS: If two or more bidders submit identical bids and are equally qualified, the decision of the Town to make award to one or more of such bidders shall be final. Selection shall be made by drawing lots in public.

**RESIDENT BIDDERS PREFERENCE:** Price and other factors being equal, preference will be given first to resident bidders of the Town. Except when judgment of such purchase would operate to the disadvantage to the Town.

24. **SPECIFIC BID QUANTITIES:** Where quantities are stated specifically, acceptance of the bid will bind the Town to order only those quantities specified, and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.

<u>"AS REQUIRED" BID QUANTITIES:</u> On "as required" bids, acceptance will bid the Town to pay for at unit prices only quantities ordered and delivered.

### **CONTRACT PROVISIONS**

25. **GUARANTEE:** The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of the Town are due to faulty design and installation, workmanship or materials, upon ratification, the contractor, at his expense shall repair the defect or replace the item.

- 26. <u>AVAILABILITY OF FUNDS:</u> A contract shall be deemed executory only to the extent of appropriations available to each agency for the purchase of such articles. The Town's extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.
- 27. <u>CONTRACT ALTERATIONS</u>: No alterations in the terms of a contract shall be valid or binding to the Town unless made in writing and signed by the Town Manager or his authorized agent.
- 28. **INSURANCE REQUIREMENT:** The contractor, following award of the contract may be required to furnish to the Town of North Branford a Certificate of Insurance for the following coverage:
  - 1. Comprehensive General Liability
  - 2. Property Damage & Bodily Injury Liability
  - 3. Automobile Liability
  - 4. Workman's Compensation and Employees Liability
  - 5. Professional Liability

The Town of North Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

In addition to the coverage delineated above, Builders Risk Insurance may be required for construction contracts. The limits of Insurance unless otherwise specified shall be as follows:

**GENERAL LIABILITY:** Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit).

The insurance carried by the bidder shall include the following coverage's.

- a. Comprehensive Form
- b. Premises Operations
- c. Products Completed Operations
- d. Contractual Hold Harmless Requirements\*
- e. Independent Contractors
- f. Broad Form Property Damage
- g. Personal Injury

\*HOLD HARMLESS REQUIREMENTS: The contractor shall, at all times, indemnify and save harmless the Town of North Branford, its officers, agents and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any sub-contractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract.

AUTOMOBILE LIABILITY: Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit) Comprehensive automobile liability to cover all

automobiles or vehicles owned, hired or owned by contractor's employees and used on business.

WORKERS' COMPENSATION: The contractor must have workers' compensation and liability insurance as provided by Connecticut and Federal law with statutory limits of \$500,000 per accident, \$500,000 disease each employee and \$1,000,000 disease policy limit.

The contractor shall procure and pay for the insurance coverage's described above with the minimum limits of liability as stated. The certificate of insurance shall certify that said coverage shall be in effect for the term of the contract.

The Town of North Branford shall be named as an additional insured on the General Liability insurance policy. All policies shall provide for 60 days written notice prior to cancellation, substantial change or nonrenewal.

The contractor must be in compliance with State of Connecticut Public Act #86-87 "An Act Concerning Workers' Compensation Insurance Requirements For Contractors, On Public Works Projects And State Licenses."

- 29. TERMINATION OF CONTRACT: Contracts will remain in force for full periods specified, and until all articles ordered before the termination have been delivered and accepted, unless:
  - a. There have been satisfactory deliveries prior to expiration date.
  - b. An extension has been authorized by the Purchasing Agent, and accepted by the contractor, to obtain unordered balances or additional quantities at contract prices and in accordance with contract terms.
  - c. SUBLETTING OF CONTRACT: Contractor shall not assign, transfer, sublet or otherwise dispose of his contract, or his right, title or interest therein, or his powers to execute such contract to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. In no case shall such consent relieve the contractor from his obligations under the contract, nor shall consent change the terms of the contract. If the contractor assigns, transfers, conveys, sublets or otherwise disposes of his contract or his right, title or interest therein, without obtaining prior written consent from the Purchasing Agent, the Purchasing Agent may cancel the contract in whole or in part.
  - d. **DEFAULT:** The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the contractor upon non-performance or violation of contract

terms. An award may then be made to next lowest responsible bidder, or, articles specified may then be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the Town for costs to the Town in excess of the defaulted contract prices: Provided, that the contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall also constitute contract default.

- **DELIVERY FAILURES:** Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Purchasing Agent, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute contract default and authorize the Purchasing Agent to purchase in the open market articles of comparable grade to replace articles rejected or not delivered. On all such purchases, the contractor shall reimburse the Town, within a reasonable time as specified by the Purchasing Agent, for any expenses incurred in excess of contract prices or the Town may deduct such amount from monies owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. Should public necessity demand it, the town reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing standard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
- f. NON-LIABILITY: The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or b any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may, in his discretion, cancel the contract.
- g. NON-DISCRIMINATION: Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and

craft union skilled labor, or who may perform any such labor or services in connection with this The following principles requirements of Equal Opportunity Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> Amendments of the United States Constitution, Civil Rights Act of 1886, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a) (d) ), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51 (l) ), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51 (13)), cooperation with the Commission on Human Rights and opportunities (46a-77), Sexual Harassment (46a-60 (a) -8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act of 1972.

# **BID PROPOSAL**

#### **RFP #8**

# FIRE/BURGLAR ALARM MONITORING SYSTEMS

	<b>Hourly Repair</b>	Yearly Cost	Yearly Cost
Locations	Cost Per	Per Location	Per Location
	Location	Option #1	Option #2
Town Hall, 909 Foxon Rd., North Branford			
Town Hall – Tax Collector's Office, 909 Foxon Rd. (burglar alarm)			
Smith Library – 3 Old Post Rd., Northford			
Atwater Library – 1720 Foxon Rd., North Branford			
Senior Center – 1675 Foxon Rd., North Branford			
Community Center – 1599 Foxon Rd., North Branford			
Fire Department, Company 1 – 1531 Foxon Rd., No. Branford			
Company 2 – 1370 Middletown Ave., Northford			
Company 3 – 1958 Middletown Ave., Northford			
Company 4 (Ambulance Co.) – 1351 Middletown			
Ave., Northford			
Ave., Ivolunoid			

Company Name Sign Date

# BID RESPONSES SHOULD BE ON OUR FORMS. FAILURE TO DO SO MAY BE GROUNDS TO REJECT YOUR BID.

Any repairs that need to be made to the equipment must receive prior approval. A Purchase Order will then be sent to the vendor. The vendor must send invoices on the proper Purchase Order or will be rejected.

TERMS:	Cash Discount	%	Days	Net Ca	ash	Days
Company Name			Date	Phor	e	
Address			City		State	Zip Code
Name (Print)			Title			
Sign			Receipt Of Add	denda Is	Acknowledged	(If Applicable):
			No. Date	;	No.	Date

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The undersigned bidder proposes the following Exceptions to the Specifications for:

# **Alarm Monitoring Services**

Any price change related to said exceptions are specifically stated herewith. Supplementary data submitted with the proposal describes the Exceptions in detail.

Exception	Price Change
	(Show + or -)

Name (Print)	Phone
Sign	Date
Title	

# **SPECIFICATIONS**

For

# Fire/Burglar Alarm Monitoring Services

## Scope of Services

The Town of North Branford is soliciting sealed proposals for the services of a vendor to monitor and maintain the Town's fire and burglar alarm systems in approximately 8 buildings.

## <u>Intent</u>

The Town intends these specifications to result in an "all or none" selection of one licensed security monitoring and installation company. The Town intends to use this bid for monitoring, repairs and installation services for the next three (3) years.

It is the Town's goal to have one monitoring account and fee per building, unless there is a "physical" reason why this cannot be done, whenever possible. Partitions should be used when separate keypads / codes are needed within a building. In addition, there should be no additional fee for fire or elevator phone monitoring at any given location.

The Town will issue a blanket purchase order for monitoring services by department each year. Any repair and installation services required shall be as needed and will be billed on a time & material basis on a separate Purchase Order. Prior approval of repairs is required or the invoice will not be paid.

# Basis of Award:

The Town intends to award the bid to the responsive and responsible bidder offering the lowest total cost for the three (3) year period. The Town reserves the right to award only some of the buildings depending on cost, but may add additional buildings in the future.

# **Contract Period:**

Prices offered on the proposal schedule shall be firm for the three (3) year period. The Town and the contractor, if mutual agreement is reached, may extend the contract for up to two (2), one (1) year extensions. Any extension shall be at the same price, terms, and conditions as the previous year; however, the owner has the sole discretion to reject or accept such extension. Evaluation for extension of the contract will be done yearly at the anniversary date of each of the contract.

## Time & Material:

If there is any new replacement equipment required, all equipment and material supplied will be billed at a rate of 10% above vendor cost as evidenced by the vendor's itemized invoice from their supplier (to be submitted with vendor's invoice), prior approval is required. This 10% surcharge also applies to total equipment replacement. Owner reserves the right to supply material for installation by the contractor.

If less than one hour is worked, the vendor will be entitled to a minimum of 1 hour for the first person. The second person will be paid the actual time worked. Time worked beyond 1 hour will be paid in quarter hour increments. Any time charged will require a copy of the time card must accompany the vendor's invoice.

The hourly rate stated on the proposal page is to be complete and include all travel time, tools and equipment necessary. Reimbursement for travel time, tools or equipment needed to perform the repair or maintenance will not be allowed.

# Fire Alarm Integration:

Fire Alarm repairs are specifically excluded from this contract.

<u>The fire alarm trouble circuit</u>: The successful vendor must provide key pad operated override capabilities incorporated in a timer function to allow the security system to be activated (set) while a trouble condition exists in the fire alarm control panel.

Existing fire alarm equipment shall be wired to & monitored by the awarded vendor

#### Monitoring:

The contractor's central monitoring system must be UL-listed and staffed twenty-four hours a day by trained personnel. The utilization of answering services will not be allowed. Their primary duty must be monitoring intrusion detection receiver equipment and other accessory equipment such as computers, tape recorders, consoles, etc., all of which must be the property of the contractor. The utilization of answering services, dialers or annunciators are specifically excluded.

All sites shall be monitored for fire only with the exception of the Tax Collector's office at the Town Hall will be monitored for a burglar alarm also.

<u>Fire Alarms:</u> Upon receiving a fire alarm, the central monitoring station shall follow the procedures set forth in NFPA #71, Chapter 1. The central station shall attempt to notify the appropriate contact person and site by the quickest method available.

<u>Burglar Alarm:</u> The awarded vendor shall begin the notification procedure whenever an alarm is not set at its appointed time or an alarm is sounded.

In addition, awarded vendor shall establish a procedure with the concurrence of each department for the receipt and disposition of all alarms. Upon verification of a false alarm, through security code identification, the vendor shall notify the proper authorities as to the false alarm signal.

# Service Contractor Requirements:

Bidder must submit at least 3 current references where similar work was performed by the bidder.

Technicians are to be licensed a low voltage electrical journeymen (classification V2, C6 or L6) or contractor (classification V1, C5 or L5) and must have a minimum of 1 year experience in this field of work.

The contractor shall provide all necessary monitoring equipment including: central station signal transmission and receiving equipment, including but not limited to, digital control communicator, leased line control equipment and radio frequency signal transmitting devices, remote repeater systems (including encrypted code chips), digital keyboard pads and temperature alarm monitoring devices.

Contractor must provide twenty-four (24) hour service and maintain a telephone service for response to emergency service calls for 24 hours a day, 7 days a week. Communication from office to workers in the field must be maintained by body beepers or other related communication equipment in order to make immediate response to emergency calls. Response to normal non-emergency calls is to be made within four (4) hours.

The contractor is responsible for disposing of all obsolete or damaged equipment replaced by them under this contract.

# **Initial Equipment Replacement:**

The awarded contractor may elect to install new replacement equipment at their expense along side equipment not owned by the Town. The current equipment owner would then be responsible for the removal of their equipment along with any repairs necessary to ensure weather tightness.

It is the vendor's responsibility to correct deficiencies and to contact each department head for information regarding known deficiencies with the existing system. All <u>existing</u> exterior and interior monitoring points must be made fully functional upon initialization of new system services.

Digital cellular service is an acceptable alternative to radio for monitoring purposes.

Two means of communication, one radio or cellular and 1 POTS line, need to be provided for all locations that monitor fire. The Town will provide the POTS line when needed.

## **Location Books:**

Within three (3) months after commencement of the contract, the awarded vendor shall prepare books of the locations being serviced. One book shall be prepared for each department and include by account:

- The location, contact person, phone & fax number
- A list and location of all equipment (panels, pads, alarms...) including manufacturer, make and model number.
- Central station profile information
- Central station notification list
- A detailed zone description list
- The bidder shall update the books annually or as needed

# Additional Services Included in the Yearly Monitoring Price

- Include up to 10 combination changes per year per account. Each combination change must be authorized by and reported to the appropriate contact person
- Allow the Town to add or delete contact representatives

- Training and explanation of the system operation.
- Free estimates for repairs & upgrades.

# **Optional Annual Inspections:**

# Option 1:

- a. The Contractor shall make one regularly scheduled testing service call. All testing and inspections shall be performed within thirty (30) days upon request. One copy of the annual inspection report per account shall be left with the corresponding contact person.
- b. The following services shall be performed:
  - 1. Clean, adjust, and test all control equipment.
  - 2. Inspect and test outlying field devices.
  - 3. Inspect and test to assure proper function of each device (i.e. keypads, motion sensors, door contacts, etc.).
  - 4. Load test all batteries
  - 5. Test all signals to the central station and provide confirming documentation.
- c. The Contractor shall comply with all current local, state, federal code and regulations concerning the testing and maintenance of Fire/Burglary alarm systems.
- d. The regularly scheduled testing shall be established at a time mutually convenient to the Town and Contractor. The Contractor shall give at least five days notice.
- e. The Contractor shall inform the Town, in writing, of any deficiencies to the system within 24 hours after the test.

## Option 2:

On the proposal page there is an option for an all inclusive service contract. This option will include all parts and labor required for maintenance and repair of the system as needed, including, but not limited to, service and replacement of batteries, sensors and devices and components associated with the security & fire alarm systems.

# Monthly Open & Close Reports:

Shall include day, date, time and signal (open, close, test, alarm), user identification, zone identification, dispatch and police disposition information.

# **Optional Emergency Response:**

Vendor must be on site to reset the system & check all monitored points. No remote resets will be allowed without prior approval.

## Modifications to the Equipment:

The contractor shall be responsible for the cost of making any adjustments or modifications to the equipment at each site and is responsible for a complete and fully operational system. Any modification in the means of transmission must be pre-approved. The Town reserves the right to reject any proposed modifications that it judges to not be in the Town's best interest.

Once installed, all adjustments, modifications and equipment shall become the property of the Town.

#### Additional Departments:

The awarded vendor must make the quoted prices available to all Town of North Branford departments or agencies not included in the proposal. Additional departments may include the Board of Education, Public Works, the Police Department or any other buildings that are not included in the initial proposal.

The Atwater and Smith Libraries will be under construction during this contract. The vendor needs to be aware that additional locations will need to be monitored and a new cost may be associated with these two (2) buildings. Also, it is the intent that the monitoring contractor will work with the construction contractor for monitoring or other requirements that are needed during and after construction so that the systems are tied in and working properly.

# New System Commissioning:

Upon the completion of the installation of new system components, every alarm signal must be tested to the central station and a report shall be provided for each department

## Site Visit:

The alarm systems may be composed of a variety of devices including magnetic door contacts, passive infrared sensors, microphones, annunciators, alarm control panels, etc. The configurations at all of the locations may be different. Site visits, therefore are strongly encouraged for each location to be inspected for equipment and wiring configuration. Failure to fully inspect each site shall not relieve the awarded vendor from making any repairs necessary to insure a fully functional system. The Contractor is required to fix all known problems. A list of repairs must be submitted to the Town. Any additional problems not indicated on that list will be paid for by the Departments on a time and material basis with prior approval. A separate Purchase Order would be required for these repairs with prior approval.

# **GENERAL TERMS AND CONDITIONS**

All bids are subject to the General Terms and Conditions, Bid Specifications and Contract Proposal as provided.

<u>Price:</u> Bid prices will include delivery, F.O.B. destination, without extra compensation.

<u>Taxes:</u> The Town of North Branford is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut. Such taxes should not be included in the bid price. Exemption certificates will be furnished to the successful bidder.

<u>Award:</u> The Town Manager reserves the right to make an award which, in his judgment and recommendation from the departments, following bid evaluations; best meets the specifications and is deemed in the best interest of the Town of North Branford. The Town reserves the right to increase or decrease all quantities indicated in this proposal.

The Purchasing Agent further reserves the right to reject any or all bids, in whole or in part; to award any item, group of items or total bid unless otherwise specified by the bidder, and to waive informality or technical defects, if, in his judgment, the best interests of the Town of North Branford will be so served.

# Price Discrepancies:

In the event there is a discrepancy between the unit price and extended price the unit price will prevail. In the event there is a discrepancy between the written price and numeric price the written price will prevail.

## Multiple Year Bid Pricing:

For multiple year bids, the bid price for each successive year must be greater than <u>or</u> equal to the preceding year. All front loaded bids will be rejected.

#### Additional Departments:

The quoted prices will be made available to any Town of North Branford department or agency wishing to utilize the vendor's service. Anticipated user departments may include, but shall not be limited to, Board of Education, Police Department and Public Works.

<u>Laws:</u> All deliveries shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

## Permits:

It is the responsibility of the successful bidder to obtain all Federal, State and local permits when needed. All fees imposed by the Town, for permits issued by the Town of North Branford will be waived. All State or Federal permitting fees to be collected by the Town will not be waived.

# Hold Harmless & Indemnification Agreement:

The bidder assumes full responsibility for its negligent acts, errors or omissions and agrees to hold harmless and indemnify the Town of North Branford, its agents and servants, from and against any and all claims, suits, damages, costs, losses and expenses resulting from such negligent acts, errors or omissions while conducting activities associated with this bid.

# Anti Trust Claim Assignment Clause:

The contractor or subcontractor offers and agrees to assign to the Town of North Branford, all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town of North Branford awards or accepts such contract, without further acknowledgement by the parties.

## Non-Collusive Bid Statement

The bidder, being fully informed regarding the accuracy of the statements made herein, certifies that:

- a. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and,
- b. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The bidder further certifies that this statement is executed for the purposes of inducing the Town of North Branford to consider the bid and make an award in accordance therewith.

## Non Discrimination Clause:

The Contractor hereby agrees that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, conditions or privilege of employment because of race, color, religious creed, age, sex, national origin or ancestry, except in the case of bona fide occupational qualification or need.

The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testified or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such a manner as not to restrict or discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

## **Safety Standards:**

All contractors and their employees, agents and subcontractors are required to comply with all EPA, NFPA and OSHA safety standards at all times while working on site. The Contractor and employees, agents and subcontractors found to be in non-compliance may be removed from the work site, as well as subject to forfeiture of payment and/or contract termination. The Town reserves the right to inspect the work site at any time for safety compliance. The Town may require the contractor as well as any agents and subcontractors to provide a copy of their OSHA 300 log for the three previous years for review.

# **Debarment:**

The Purchasing office reviews any bid being considered to assure that neither the contractor nor any subcontractor being utilized is subject to state or federal debarment based on published debarment lists. Persons or firms currently debarred under the Federal Davis Bacon Act that are included on the State Debarment List pursuant to Connecticut General Statutes, Section 31-53a, as amended, shall not be awarded a contract. No contract shall be awarded to any firm, corporation, partnership or association in which such persons or firms have an interest until the expiration date listed has passed.

# Performance, Labor and Material Bond (If Applicable):

To insure the faithful execution of the contract, according to its provisions, the bidder awarded the contract will be required to provide at his own expense, to the Town of North Branford, a Performance Bond for the full amount of the contract and also furnish a Labor and Material Bond. The bond must be written by a company licensed to write business in the State of Connecticut and shall be furnished prior to the issuance of a Contract or a Purchase Order.

# Bid Bond (If Applicable):

A Certified Check, Cashier's Check or Bid Bond in the amount stated on the contract proposal, made payable to the "Town of North Branford", must be submitted with each bid, as a guarantee that in case the contract is awarded, the bidder will execute such contract and furnish satisfactory Performance and Labor and Material Bond if required. Unsuccessful bidders shall be entitled to return of surety where the Agent has required bid deposits. A successful bidder shall forfeit any surety required by the Agent upon failure on his part to enter into a contract within ten (10) days after being notified of the award.

## **Toxic Substances:**

In accordance with Section 31-40M of the General Statutes of Connecticut, any person who supplies any toxic substances as defined in 31-40J shall provide the following information:

- a. The genetic or basic chemical name of the toxic substance.
- b. The level at which exposure to the substance is determined to be hazardous.
- c. If known, the acute and chronic effects of exposure of hazardous levels.
- d. The symptoms of such effects.
- e. The appropriate emergency treatment.
- f. Proper conditions for safe use and exposure to such toxic substance.
- g. Procedures for cleanup of leaks and spills of such toxic substance.
- h. A label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information should be disclosed at the time of the bid opening and chemical data (M.S.D.S.) sheets will also be required if the products meet the toxic substance criteria.

## **Payment Terms:**

Payment terms will be considered in an award under the following conditions:

# **A) Preferred Payment Terms:**

Any discount effective either for 30 days or based on "10/EOM" (10 days after the end of the month, e.g., 2%/30 days or 2/10 EOM). The minimum payment time is 20 days from receipt of invoice.

# **B)** Secondary Payment Terms:

Any discount effective for 20 days, e.g., 2%/20 days.

If bids are tied, the longer payment period will be considered the lower bid. For example, thirty days terms are better than twenty days terms, providing the same percentages apply (such as 1% or 2%).

## C) Short Period Payment Terms:

Payment terms of less than 20 days, even with a discount, are not considered comparable to longer period payment terms due to the special handling of the payment required in such short check-processing period. Such terms will not be considered in an award.

It shall be understood that the cash discount period will be from receipt of invoice and not from the date of the invoice.

# <u>Liability Insurance (If Applicable):</u>

The General Terms and Conditions require the bidder awarded the contract to maintain in force during the performance of the work policies of workers compensation insurance, employers liability, bodily injury liability and property damage insurance covering the operations of the contractor and the use of all motor vehicles employed by the contractor. A certificate of insurance evidencing this fact that the contractor has secured the required insurance shall be filed with the Town of North Branford at the time of the execution of this contract. **It is further required that the Town of North Branford be named as an additional insured**. This should be shown under the description of operations portion of the certificate of insurance. All certificates should also indicate a notice of cancellation complying with state statute.

# Minimum Requirements For Certificate Of Insurance

# A. Commercial General Liability

• General Aggregate: \$ 2,000,000.00

• Product/Completed Operations Aggregate: \$ 1,000,000.00

• Occurrence Aggregate: \$1,000,000.00

# B. Automobile Liability

• Liability Limit: \$ 1,000,000.00

## C. Excess (Umbrella Liability) 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.

# D. Workers Compensation & Employers Liability

Per Connecticut Statutes

## Stipulations:

A contract issued as the result of a bid shall not be considered exclusive. The Town reserves the right to contract with other vendors for similar services when deemed appropriate.

The Town maintains the right to withhold payment for unsatisfactory materials and/or workmanship until such time that the defect is corrected. If the defect is not satisfactorily repaired within 60 days, the Town may elect to have the repair made by an alternate vendor and subtract the cost from the contractor's invoice. The Town also reserves the right to deduct from the vendor's billing any costs incurred as a result of inferior or unsatisfactory materials and/or workmanship.

The Town reserves the right to cancel the contract at any time with no cost to the Town. Any violations of the contract specifications shall be deemed to be justification to cancel the contract. Should it become necessary for the Town to write a letter notifying the contractor of unsatisfactory work, it will become the first step in terminating the contract for cause. If it is necessary to repeat this procedure, the second letter will constitute notice of termination of the contract for cause. The Town's decision shall be final and without recourse or cost to the Town. Furthermore, the Town reserves the right to deduct from the vendor's invoices any costs incurred due to the cancellation of a contract for cause. If the cancellation is for budgetary considerations or is based upon the discretionary right of the Town then the cancellation shall be upon thirty (30) days written notice.

The Town reserves the right not to award the continuation of a multiple year bid. The award of each year's contract is contingent upon adoption and approval of budgetary funds for this purpose.

## **Caution:**

Contractor is advised that asbestos containing material may be located in various areas of the town buildings. Before proceeding on any contractual work on town buildings or their interior, it is mandatory that the contractor familiarize themselves with the asbestos-containing material and that this said material be considered a health hazard and all precautionary measures according to Ahera Rules and Regulations be observed. It is the contractor's responsibility to notify all employees and/or subcontractors of this notification. The successful vendor should have a written Asbestos Removal Program and a copy will be forwarded to the Purchasing Assistant.

The contractor must have all technicians who will be performing work at the buildings, plus the responsible manager, sign an Asbestos Area Permit Form.

# Confined Space:

The successful vendor must conform to the O.S.H.A. regulations concerning confined spaces. Vendor must provide respirators, walkie-talkies, and any other necessary equipment. The successful vendor should have a written Confined Space Program, and a copy will be forwarded to the Purchasing Assistant. All tunnels, boilers, and elevator shafts are included.

## **Universal Precautions:**

The successful vendor should have a Universal Precautions Program which addresses the handling of blood-borne pathogens and body fluids. It in the responsibility of the contractor to train his employees in the proper procedures they will be required to follow and to supply then with all necessary protective personal clothing and equipment, such as rubber gloves, face shields and masks, eye protection, etc. The contractor will bear all expenses of compliance with this plan including Hepatitis B shots. The successful vendor will submit their program to the Purchasing Assistant.

It is the contractor's responsibility to train his employees in O.S.H.A. and Right-to-Know (M.S.D.S.) requirements.

# KARL F. KILDUFF TOWN MANAGER (203) 484-6005

#### NON COLLUSIVE AFFIDAVIT OF BIDDERS

# RFP#8 2006/2007 - FIRE/BURGLAR ALARM MONITORING SYSTEMS

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the Proposal has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the request for proposal, designed to limit independent bidding or competition, and
- (2) the contents of the Proposal has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

The undersigned bidder further certifies that this statement is executed for the purpose of including the Town of North Branford to consider the bid and make an award in accordance therewith.

Subscribe and Sworn to me this	
day of,	Legal Name of Bidder
2006.	
	Business Address
	Signature and Title of Person
Notary Public My Commission Expires	
,	Date

# AFFIRMATIVE ACTION STATEMENT

REQUIREMENT-ANY VENDOR OR BIDDER SEEKING TO DO BUSINESS WITH THE TOWN OF NORTH BRANFORD MUST, UPON REQUEST, SUPPLY THE PURCHASING OFFICE WITH ANY INFORMATION CONCERNING THE AFFIRMATIVE ACTION EQUAL EMPLOYMENT PRACTICES OF THE VENDOR/BIDDER. FAILURE TO SUPPLY SUCH INFORMATION, WHEN REQUESTED, WILL RESULT IN THE TERMINATION OF ANY FURTHER TRANSACTIONS BETWEEN THE VENDOR/BIDDER AND THE TOWN OF NORTH BRANFORD.

NOTE- ALL VENDORS/BIDDERS WITH MORE THAN 10 EMPLOYEES SHALL BE REQUIRED TO COMPLETE THE AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT REQUIREMENTS STATEMENT ON AN ANNUAL BASIS EXCEPT AS NOTED BELOW:

- 1. ALL VENDORS OR BIDDERS WITH LESS THAN 10 EMPLOYEES ARE EXEMPT FROM THIS REQUIREMENT;
- 2. ALL VENDORS/BIDDERS THAT HAVE COMPLETED THIS FORM WITH THE LAST YEAR;

IF EITHER OF THE ABOVE APPLIES, CHECK THE APPROPRIATE BOX BELOW:

LESS THAN 10 EMPLOYEES INDICATE NUMBER:
COMPLETED THIS FORM WITHIN THE LAST YEAR DATE COMPLETED

SEALED BIDS- ALL BIDDERS SUBMITTING A SEALED BID WILL BE REQUIRED TO COMPLETE THE AFFIRMATIVE ACTION STATEMENT. IF THE FORM HAS BEEN COMPLETED IN THE PAST YEAR, PLEASE INCLUDE A XEROX COPY OF THE INITIAL FORM INCLUDED WITH OUR BID. IF SIGNIFICANT CHANGES HAVE TAKEN PLACE IN THE PAST YEAR, PLEASE UPDATE THE CHANGES ON THIS FORM.

b:			
CORPORATION	PARTNERSHIP	INDIVIDITAI	
	CORPORATION		

IF VENDOR/BIDDER FILLING THIS APPLICATION IS NOT THE ABOVE NAMED COMPANY, PLEASE PROVIDE THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE REPORTING UNIT, BRANCH AGENT, REPRESENTATIVE.

\*THIS FORM MUST BE RETURNED

# EQUAL EMPLOYMENT OPPORTUNITY

THE VENDOR/BIDDER IS INSTRUCTED TO COMPLETE THE FOLLOWING:

YES	NO (IF YES, ATTACH COPY)
	LOYEES ARE ALL SOURCES OF RECRUITMENT N APPLICANTS WILL RECEIVE EQUITABLE CONSIDERA
YES	NO
F YES, PROVIDE BRIEF	F DESCRIPTION OF WHAT METHODS WERE EMPLOYE
OO ALL RECRUITMEN	NT ADVERTISEMENTS STATE THAT YOU ARE AN
OPPORTUNITY EMPLOY	
YES	NO
OR OTHER GROUP PR	E AND CONTACT PERSON, ANY LOCAL COMMUNITY ROVIDING MINORITY AND FEMALE PLACEMENT S ONTACTED IN THE LAST 12 MONTHS. IF NONE,
	NS ARE EMPLOYED TO ADVERTISE OR SOLICIT MICANTS FOR EMPLOYMENT OPPORTUNITIES WITHIN DICATE:

 $*THIS\ FORM\ MUST\ BE\ RETURNED$ 

# **AFFIRMATIVE ACTION**

6.		AIN A WRITTEN AFFIRMATIVE ACTION PLAN MALES AND MINORITIES?YES E ATTACH COPY)
7.	OFFICIAL(S) RESPONSIBLE	ME AND ADDRESS OF THE COMPANY FOR CARRYING OUT THE EQUAL CTION PROGRAM FOR YOUR COMPANY:
8.	PLACE, PLEASE ESTIMATE TO DURING THE NEXT TWELVE MERCENTAGE GOALS YOU HAVE	ACTION FOR YOUR COMPANY IS NOT IN THE NUMBER OF VACANCIES EXPECTED ONTHS AND INDICATE THE NUMERICAL OR E SET FOR THE EMPLOYMENT OF MINORITY IE YOUR LABOR FORCE REFLECTIVE OF THE JOPERATE:
SATIS CONS FURTI DOCU STATI AS PR I CER' IN TH TRUE DATE	FACTORY MANNER WILL PRECLIDERED TO CONTRACT WITH THE THE ADVISED THE AFFIRMATIVE AS IMENT WILL BECOME PART OF THE EMENTS WILL CONSTITUTE A BREAT OVIDED BY LAW.  TIFY THAT THERE ARE NO MISREPRISE FOREGOING STATEMENTS AND AS COMPLETE AND CORRECT TO THE INSTRUCTION.	
	:	
	CRIBED AND SWORN BEFORE ME AT	CONNECTICUT,
THIS	DAY OF	20
NOTA	RY PUBLIC	