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**TOWN OF VERNON
Vernon Police Department**



**REQUEST FOR PROPOSALS FOR
BODY WORN CAMERAS (BWC) AND
VEHICLE MOUNTED CAMERAS (VMC)
CONTRACT #2102**

Date Issued: November 9, 2022

Date Proposals Due: November 30, 2022, 11:00 AM

LATE SUBMITTALS WILL NOT BE ACCEPTED

Town of Vernon

CONTRACT #2102

Vernon Police Department

Body Worn Cameras (BWC) and Vehicle Mounted Cameras (VMC)

Invitation to Bid/Legal Notice

The Town of Vernon, Connecticut is seeking a qualified vendor to undertake the implementation, installation, and maintenance of an intergraded body worn camera and vehicle mounted camera system with corresponding computer software and cloud storage for the Vernon Police Department.

Questions about this RFP should be directed to Captain Luke Gallant, Vernon Police Department, by email only to lgallant@vernon-ct.gov, no later than **Thursday, November 17, 2022 at 3:30 PM**. Answers to questions received will be posted by **Tuesday, November 22, 2022** on the Town's website at www.vernon-ct.gov/legal-notices and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing Contract #2102. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

Five (5) copies of the proposal should be submitted in a sealed envelope marked "**BID DOCUMENT- DO NOT OPEN - CONTRACT #2102**" clearly marked on the outside of the envelope to: Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than **11:00 AM on Wednesday, November 30, 2022**. Emailed, faxed or late bids will not be accepted.

Received bids will be opened publicly in person on **Wednesday, November 30, 2022 at 11:00 AM**. Bid results will be posted on both the Town and DAS websites.

The selected vendor must meet all municipal, state and federal AA and EEO practices and requirements. MBE's, WBE's, SBE's are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

Confidentiality - If Respondent believes that any information in its proposal should be treated as confidential that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees to the extent permitted by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

Michael J. Purcaro
Town Administrator

Town of Vernon, CT

STANDARD INSTRUCTIONS TO BIDDERS

These instructions are standard for all proposals issued by the Town of Vernon, Connecticut for the purchase of all supplies, materials, equipment and the furnishing of certain services. **The Town may delete, supersede or modify any of these standard instructions for a particular proposal by indicating such change in a section entitled "Special Instructions to Bidders".**

1. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
2. Proposals must be submitted on the enclosed form with any required bid security.
3. Bids shall be submitted in sealed envelopes which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "BID DOCUMENT - DO NOT OPEN". The bid envelope shall indicate the contract number as shown on the "Invitation To Bid". Emailed, faxed or late bids will not be accepted.
4. Bids received later than the time and date specified in the "Invitation To Bid" will not be considered. Withdrawal of bids, received later than the time and date set for the bid opening, will not be considered.
5. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.
6. The bidder shall insert the price per stated unit and extend a total price for each item. IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.
7. In accordance with the provisions of Section 12-412 (a) of the Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.
8. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
9. The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.
10. The Town will not accept any additional charges for freight or shipping.

11. All bids must be accompanied by bid security in the sum of not less than five percent (5%) of the total bid and shall be in the form of a bid bond, a certified check, a treasurer's or cashier's check drawn on a National or State bank or trust company and shall be made payable to the "Town of Vernon".

The bid security shall secure the execution of the contract by the successful bidder.

Should any bidder to whom an award is made fail to enter into a contract within ten (10) days, exclusive of Saturdays, Sundays and legal holidays, after notice of the award has been mailed to the bidder, the amount so received from the bidder through his/her bond shall become the property of the Town of Vernon, Connecticut as liquidated damages for failure.

The bid security, exclusive of the successful bidder, will be returned upon execution of the contract, but in no case later than forty-five (45) days after the opening of the bids.

The bid security of the successful bidder shall be held until such time as all conditions of the proposal have been met.

TOWN OF VERNON
Vernon Police Department

CONTRACT #2102

Body Worn Cameras (BWC) and Vehicle Mounted Cameras (VMC)

SPECIAL INSTRUCTIONS TO BIDDERS

1. Questions about this RFP should be directed to Captain Luke Gallant, Vernon Police Department, by email only to lgallant@vernon-ct.gov, no later than **Thursday, November 17, 2022 at 3:30 PM**. Answers to questions received will be posted by **Tuesday, November 22, 2022** on the Town's website at www.vernon-ct.gov/legal-notices and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing Contract #2102. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

2. Deviations: Any and all deletions, variations and exceptions to the specifications must be stated in writing at time of bidding and must be attached to the "Proposal" section of contract.

Town of Vernon

CONTRACT #2102

Vernon Police Department

Body Worn Cameras (BWC) and Vehicle Mounted Cameras (VMC)

SPECIFICATIONS

I. INTRODUCTION

A. Intent and General Information

The State of Connecticut recently adopted legislation which impacts police on both the state and municipal level. The State Legislature (Public Act 20-1) Police Accountability Reform Law encompasses several requirements and unfunded mandates that require the use of police body worn cameras, and police vehicle mounted cameras.

The Town of Vernon (hereinafter "Town") is seeking a qualified vendor to undertake the implementation, installation, and maintenance of an intergraded body worn camera and vehicle mounted camera system with corresponding computer software and cloud storage for the Vernon Police Department.

The intent is to implement and expand to an intergraded body worn camera and vehicle mounted camera system which is utilized to create video/audio recordings, view video/audio recordings, retain and preserve recordings in accordance to State of Connecticut law and Vernon Police Department policy, download video/audio recordings, manage the storage, and control access to recordings.

Addendum(s) to the request for proposal, including additional information, may be issued by the Town. When issued, addendum(s) will be posted on the Town's website under the "Request for Proposals" link. It is the Respondent's responsibility to check to see if RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

To be considered, Town Administrator Michael J. Purcaro must receive five (5) sealed copies of a proposal, by 11:00 a.m. on **Wednesday, November 30, 2022** at 14 Park Place, 3rd Floor, Vernon, Connecticut, 06066. The Town of Vernon reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by a Selection Committee.

During the evaluation process, the Selection Committee and the Town of Vernon, hereon referred to as the ("Town") reserve the right, where it may serve the Town of Vernon's best interest, to request additional information or clarifications from Submitting

Vendors, or to allow corrections of errors or omissions. At the discretion of the Town or the Selection Committee, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town of Vernon 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 request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Vernon and the vendor selected.

By submitting a proposal, the Respondent certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposal has / nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same call for proposals, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or vendor. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest if the Respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by Respondents under this provision and may reject any Proposals where, in the opinion of the Town, the Respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Respondent were to become a contracting party pursuant to this RFP. All consultants who contract with the Town are subject to the Town's Code of Ethics.

B. Terms of Engagement

The Town is seeking a five (5) year contract, subject to the annual availability of an appropriation.

II. PROJECT SCOPE

A. Background

1. The Vernon Police Department has fifty (50) police officers and three (3) animal control officers that will require Body Worn Cameras (BWC).
2. Seven (7) civilian employees who need access to the software and associated cloud-based storage.
3. The Vernon Police Department has thirty (30) vehicles plus two (2) spares that will require Vehicle Mounted Cameras (VMC).

B. Body Worn Camera (BWC) Hardware Requirements

The awarded vendor shall provide BWC hardware for fifty-three (53) employees plus two (2) spares at a fixed unit price that meets the following requirements:

1. Videos must record in full color and high definition 720p-1080p, and record at 30 frames per second.
2. Cameras should have a field of view of 90 degrees or greater.
3. Cameras must autofocus, and have image stabilization.
4. Cameras should capture video in low-light conditions that would be similar to what an officer can see with his / her own eyes.
5. Wi-Fi Capable.
6. Available pre-event record setting.
7. Battery life of no less than 12 hours while in operation. Loss of battery life must not cause a loss of video evidence on the device. Cameras batteries must be rechargeable and charge simultaneously with the video download in process.
8. Sustain a drop from a minimum of 6 feet and continue to operate.
9. Water resistant.
10. Able to operate in Connecticut during the cold months (-30°C) and hot summers with no interruptions (55°C).
11. Cameras should store a minimum of 16 hours of video at a resolution of 720p.
12. Cameras should prohibit recordings from being deleted, edited, overwritten by the wearer.
13. All equipment shall be new and shall meet or exceed the latest published specifications of the manufacturer in all respects.

C. Body Worn Camera (BWC) System Requirements

The awarded vendor shall provide a Body Worn Camera System at a fixed unit price in accordance contract award for fifty-three (53) officers plus two (2) spares. The awarded vendor shall provide and configure the Body Worn Camera System and all components that will be part of the system as described below:

1. Simple and accessible device activation and recording which allows officers to operate the device in a high- stress situation.
2. Easy to operate camera mount (magnet mounts are preferable).
3. Secure camera mounts which can be secured quickly and easily during emergencies and will not disconnect easily during active situations.
4. Provide the flexibility to define & configure custom roles with various access privileges based upon user responsibilities.
5. Allow for easy access to video footage, sync between desktop and file transfer and easy search.
6. Software should provide a single source platform to capture, manage, store, redact, and share video evidence.
7. Software should require individual assigned accounts per user, and multi-factor authentication.
8. Allow for one platform for both body and vehicle cameras to review and store video.

9. Allow for integration between vehicle cameras and body cameras.
10. Videos must play back in a standard, non-proprietary format that does not require manufacturer specific replay software.
11. All data should be exported from the device into the data management system in its original file format and without loss of quality or associated metadata.
12. Cameras should record an audit log that includes such information as device serial number, start/stop recording, and who accessed the recording.
13. Cameras should allow for audio recording.
13. Mounting the body worn cameras hardware.
14. Docking stations (charging/download devices) for body worn cameras.

D. Vehicle Mounted Camera (VMC) Hardware Requirements

The awarded vendor shall provide VMC hardware for thirty (30) vehicles plus two (2) spares at a fixed unit price that meet the following requirements:

1. Front facing camera.
2. Interior passenger compartment rear facing camera.
3. Videos must record in full color and high definition 720p-1080p, and record at 30 frames per second.
4. Available pre-event record setting.
5. LED color notification for different functions such as, but not limited to, recording, livestream, error etc.
6. Wireless upload of videos.
7. Cameras should allow for audio recording.
8. All equipment shall be new and shall meet or exceed the latest published specifications of the manufacturer in all respects.
9. Global Shutter (suitable for capturing hi- speed object motion).
10. Focus Range Standard Setting - 1.5 feet to Infinity.
11. Mounting the vehicle mounted camera hardware in the vehicles.

E. Vehicle Mounted Camera (VMC) System Requirements

The awarded vendor shall provide a Vehicle Mounted Camera System at a fixed unit price in accordance with contract award for thirty (30) vehicles plus two (2) spares. The awarded respondent shall provide and configure the Vehicle Mounted Camera System and all components that will be part of the system as described below:

1. Integration with Body Worn Cameras for activation during events.
2. Multiple Mounting Options.
3. Automated activation when light bar and/or siren are activated.
4. Allow for all video to be stored both on site and in the cloud in same location as BWC.

5. Allow for in-car review of recorded video.

F. Body Worn Camera (BWC) and Vehicle Mounted Camera (VMC) Software Configuration

The awarded vendor shall configure both hardware and software as follows:

1. Install all hardware and software needed to operate the system.
 2. Allow access to the video whether onsite or cloud.
 3. Both body and vehicle cameras shall have a single platform to control, store and investigate videos and pictures.
 5. Vendor is required to comport to Criminal Justice Information Services (CJIS) for data protection, and be capable to demonstrate compliance.
6. The Town of Vernon shall own all rights to the data and video that is stored at the vendors host site, and shall be able to transfer the data out or to a new platform.

G. Support and Maintenance Warranty

The awarded vendor shall also provide support and maintenance for BWC and VMC hardware and software provided under this contract.

The awarded vendor shall provide a full five (5) year warranty for BWC and VMC hardware and software provided under this contract from the date of system installation completion.

1. Vendor should include pricing to cover repair, and replacement of broken items to ensure functionality.
2. The level and scope of this service shall be described in detail as a part of each Vendor's proposal. At minimum the service proposal should highlight the following:
 - a. Experience level of staff
 - b. Management and supervision of the technical staff
 - c. Typical response time and typical resolution time
 - d. Escalation procedures

H. Training

The awarded vendor shall provide training to the members of the Vernon Police Department as follows:

1. Provide competent, factory authorized personnel to provide instruction to the Vernon Police Department staff concerning the location, operation and troubleshooting of the installed Body worn and Vehicle mounted systems,
2. Vendor must provide training for all users and administrators over multiple days / scheduling needs, and
3. Training shall be scheduled at the convenience of the Vernon Police Department.

I. Installation

The awarded vendor shall provide cost break-down for the complete installation of the Vehicle Mounted Cameras in the thirty (30) vehicles plus two (2) spares.

J. Scope of Work to be Performed

This section describes the anticipated responsibilities of the selected vendor. Following the final selection, the responsibilities will be more specifically defined and detailed in an agreement to be negotiated between the Town and the selected organization.

The selected vendor will (at a minimum):

1. Provide in a timely manner the delivery, installation, training, support, service and maintenance for the chosen system.
2. Work with the town to develop site specific detailed project plans, which will include major milestones, deliverables, detailed timelines, and projected implications of any process or system errors.
3. The vendor will be responsible to work closely and effectively with the current vendors and the town to insure the systems are ready to be implemented according to the agreed timeline.
4. The vendor must have sufficient staff to assure prompt delivery of services, completion of assigned tasks, acceptance testing, training, staff support and any ongoing service and maintenance.

K. Qualifications

Eligible vendors have to demonstrate essential qualifications including the following:

1. Vendor should have a proven record in the industry handling sensitive law enforcement video content.
2. A proven track record of successfully completed installations and maintenance.
3. Knowledge of federal and state laws and regulations governing municipal operations.
4. Compliance with the digital imaging policy and microfilming policy established by the Office of the Public Records Administrator.

III. GENERAL REQUIREMENTS

All vendors must adhere to the following conditions:

1. All proposals in response to this RFP are to be the sole property of the Town. Vendors are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the

terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the Town.

3. The Town may amend the terms or cancel this RFP any time prior to the execution of a contract for these services if the Town deems it to be necessary, appropriate or otherwise in the best interests of the Town. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At its option, the Town may provide all Vendors with a limited opportunity to remedy any technical deficiencies identified by the Town as a result of their initial review of proposals.

4. Any additions, deletions or changes in the Vendor's personnel assigned to the projects must be approved by the Town, with the exception of personnel who have terminated employment. At its discretion, the Town may require the removal and replacement of any of the Vendor's personnel who do not perform adequately, regardless of whether they were previously approved by the Town.

5. All subcontractors hired by the Vendor must have prior approval of the Town.

6. The Vendor represents and warrants that the proposal is not made in connection with any unspecified Vendor and is in all respects fair and without collusion or fraud.

7. All responses to the RFP must conform to instruction. Failure to comply with any requirement of this RFP may be considered appropriate cause for rejection of the response.

8. The contract document will represent the entire agreement between the Vendor and the Town and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The contract may be amended only by means of a written instrument signed by the Town and the Vendor.

IV. PROPOSAL SUBMISSION AND INFORMATION REQUIREMENTS

A. General Requirements:

Questions

Questions about this RFP should be directed to Captain Luke Gallant, Vernon Police Department, by email only to lgallant@vernon-ct.gov, no later than **Thursday, November 17, 2022 at 3:30 PM**. Answers to questions received will be posted by **Tuesday, November 22, 2022** on the Town's website at www.vernon-ct.gov/legal-notice and at the Connecticut State Department of Administrative Services (DAS) at

<https://portal.ct.gov/das> by referencing Contract #2102. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

Proposal Submission

Five (5) copies of the proposal should be submitted in a sealed envelope with “**BID DOCUMENT – DO NOT OPEN - CONTRACT #2102**” clearly marked on the outside of the envelope, to: Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than **11:00 AM on Wednesday, November 30, 2022**. Emailed, faxed or late bids will not be accepted.

B. Proposal Requirements

Responding vendor(s) must be capable of performing aforementioned services in full compliance with all federal and state statutes and regulations. Responding firms will provide the following information:

1. Each vendor must submit qualifications and a Fee proposal (See Appendix A).
2. The vendor must agree to forgo any sales commissions or other type of funding that may be provided by vendors in the form of after award compensation.
3. Information about the Vendor The name, location, mailing address, telephone number, email address. Contact information for:
The individual with authority to negotiate and contractually bind the Vendor and for those who may be contacted for the purpose of clarifying the information provided in the proposal.
4. Philosophy Statement
5. Summary of Relevant Experience and Ability
 - a. Personnel Listing.
 - b. References.
 - c. Conflict of Interest.

Vendors, please note that the Town of Vernon has a Code of Ethics that requires Vendor compliance. The code forbids certain Town employees from working for parties that may seek Town business within six months of separating from the Town. The Code also restricts Town employees and officials from taking gifts, favors, etc. from parties that may conduct business with the Town. See the Town’s ordinances online for more information.

- ### **C. Project Approach**
- The Vendor is required to describe in detail the project plan to be utilized to design, test, implement, install, train, support, service and manage the all- inclusive Body Worn Camera and Vehicle Mounted Camera system requested in this RFP. The description should include but not limited to the following:

1. System Design, Installation, Training, Testing and Acceptance - The description should clearly detail who is responsible for system design, installation, user and acceptance testing, proof of demonstrated capabilities and maintenance. For technical information refer to the XML and eRecording Standards documents associated with this RFP.
2. System and Installation - All applications, software, and services specified or offered.
3. Systems Management and Training – Support and training should include but not limited to a complete overview of all of the functions and features, detailed technical operation and system troubleshooting for any and all system administrators and end users. The time line and length of training and support provided to staff and system administrators must also be included.

E. Costs

The Submitting Vendor shall submit five copies of a “**Sealed Dollar Cost Fee Proposal**” attached to this request for proposals (Appendix A).

1. Cost Proposal: A cost proposal addressing the elements of the work to be performed in accordance with this RFP shall be submitted. The Vendor shall indicate any and all costs that are considered necessary for the successful completion of the project. The Towns shall use these figures as a basis for negotiated agreements resulting from this RFP.

2. **Total All-Inclusive Maximum Price**
The Sealed Dollar Cost Fee Proposal, hereon referred to as “dollar cost bid”, shall contain all pricing information relative to performing the engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The Town will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs should not be included in the proposal.

3. **Rates for Additional Professional Services**
If it should become necessary for the Town of Vernon to request any additional services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town and the vendor. Any such additional work agreed to between the

Town and the vendor shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid in Appendix A.

VI. EVALUATION OF PROPOSALS

The Town shall be the sole judge as to whether a proposal complies with these instructions and specifications, and such a decision shall be final and conclusive.

Proposals submitted in response to this RFP become the sole property of the Town. Proposals may not be withdrawn for sixty (60) days from the proposal due date. The Town reserves the right to reject any or all proposals received, and further reserves the right to waive non-material deficiencies in any proposal.

Vendor(s) may be asked to present and explain their proposals before a panel comprised of the Town and/or committee. If selected, key personnel assigned to this project must be present at the interview.

The selected vendor must meet all municipal, state, and federal AA and EEO practices and requirement. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP if it is deemed to be in the best interest of the Town.

The contents of the successful proposal may, at the Town's option, become part of the contract entered into by the selected bidder and the Town. Selection as the preferred proposal does not provide any contract rights to that bidder. Any such rights shall accrue only when the Town and the selected bidder execute a binding contract. The Town reserves the right to negotiate with the successful bidder in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the successful bidder, the Town may commence negotiations with an alternative bidder or reject all bids and reinstitute the RFP process.

- Proposals will be evaluated based on what is deemed to be in the best interests of the Town, including such factors as: the bidder's experience in providing services, license and certification verification, the clarity and completeness of the proposal, recommendations of clients for which the bidder has previously provided services, the persons to be assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.

Additional criteria for the selection of the vendor will be as follows:

- A submitted Fee Proposal
- The qualifications of the company.
- Experience of key personnel to be assigned to the Town.
- The Scope of Services offered.
The ability of the Vendor to commence work in a timely manner.

Town of Vernon

CONTRACT #2102

Vernon Police Department

Body Worn Cameras (BWC) and Vehicle Mounted Cameras (VMC)

PROPOSAL

TO: Town of Vernon
14 Park Place
Vernon, CT 06066

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any other person or persons making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Vernon (the Town) is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;

B. He has read the information contained herein relating to the work;

C. That in the event a Contract, as contemplated by this Proposal, is awarded to the selected bidder it will enter into a written Contract with the Town, and agrees that in case it fails to do so, the Town may determine that the bidder has abandoned the Contract, and thereupon the acceptance of this Proposal and the award shall be null and void, and that the proposal guarantee may be forfeited in whole or in part to the Town as the Town may determine, and the bidder will, by such Contract, agree to furnish all materials herein required, within the time stipulated by the Town, will perform all services and will assume all liabilities and obligations connected therewith, all in accordance with the Contract, Specifications, and Instructions to Bidders, all of which are made a part hereof, and will accept in full payment therefore the following sums, to wit:

BID PROPOSAL

The undersigned representative of _____ hereby submits the following bid proposal on the equipment and/or work as specified:

- 1. Please see Appendix A – Sealed Dollar Cost Fee Proposal. Appendix A must be filled out completely.
- 2. DELIVERY TO BE 90 CALENDAR DAYS FROM CONTRACT AWARD. AND EXTENSION SUBJECT TO WRITTEN APPROVAL BY TOWN ADMINISTRATOR OR HIS DESIGNEE.
- 3. BID BOND ATTACHED: YES _____ NO _____
- 4. Bidder shall submit the name, address, responsible party and phone number of three or more references (preferably municipalities) where similar work has been done. If not, state so.

1) _____

2) _____

3) _____

5. The undersigned declares that the signer of this proposal is:

- (a) INDIVIDUAL doing business as
- (b) PARTNERSHIP doing business as
- (c) CORPORATION or LIMITED LIABILITY COMPANY entitled

organized under the laws of the State of _____ and having its principal offices at _____ . The names of all partners of a partnership or the principal offices of a corporation will be submitted upon request.

Signature of Authorized Representative

Print Name and Title

Print Vendor Name

Print Street Address

Print City, State and Zip Code

Contact Name

Area Code and Telephone Number

Email Address

I, _____, hereby certify that I do not hold any executive or appointive office in the government of the Town of Vernon; furthermore, I do not anticipate holding or seeking office in the Town of Vernon for the duration of this contract. I further certify that the vendor, which I represent, as named above, is an Equal Opportunity Employer.

Date

Signature

APPENDIX A

“SEALED DOLLAR COST FEE PROPOSAL”

To be submitted on your vendor’s letterhead in a separate envelope.

Vendor’s Name: _____

Location: _____

TOWN OF VERNON
Vernon Police Department

CONTRACT #2102

Body Worn Cameras (BWC) and Vehicle Mounted Cameras (VMC)

CONTRACT

This agreement, made and concluded by and between the **Town of Vernon**, a Municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its Town Administrator duly authorized, hereinafter designated the "**Town**" and The _____ (being the party named in the attached copy of the proposal) hereinafter designated the "**Contractor**".

A. WITNESSETH, That said Contractor has agreed, and by these presents does for his, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said Town, for the consideration hereinafter mentioned and contained, and under the penalty expressed in bonds hereunto annexed, that the said Contractor shall and will, at his, its, or their own proper charge, cost and expense furnish all materials in accordance with this contract and the specifications which are a part hereof, viz.;

Body Worn Cameras (BWC) and Vehicle Mounted Cameras (VMC)

all to be in accordance with the terms of the proposal for said material submitted to the Town Administrator, and made part of this contract.

B. TOWN ADMINISTRATOR TO BE JUDGE. The Town Administrator and his duly authorized representatives, hereinafter referred to as the "Administrator" shall be judge of the character, nature and fitness of all the materials furnished under this contract.

C. (1) CONTRACTOR RESPONSIBLE FOR WHOLE WORK. The Contractor shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the Administrator.

(2) DEFECTS IN MATERIAL. In the case the nature of the defects is such that it is not expedient to have them corrected, the Administrator shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts such sum of money as he considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

(3) PARTIAL PAYMENT NOT ACCEPTANCE. It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the

Town, nor the presence of the Administrator or inspectors, or their supervision or inspection of work or materials, shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

D. (1) **COMMENCEMENT AND COMPLETION OF WORK.** The Contractor shall furnish the material contracted for and perform all work within the time stated therefore in the specifications for this work.

(2) **EXTENSION OF TIME.** If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the Town, or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the Administrator, provided, however, that no claim for an extension of time for any reason shall be allowed, unless, within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed, shall be given by the Contractor to the Administrator.

(3) **TIME LIMITS.** All time limits stated in the Contract Documents are of the essence of the Contract.

E. (1) **CONTRACTOR'S DUTIES AND LIABILITIES.** The Contractor shall comply with all local, state and national laws and regulations, and with all Town ordinances in the prosecution of the work, and shall secure all necessary permits and licenses.

(2) **CONTRACTOR LIABLE FOR DAMAGES.**

INDEMNIFICATION/HOLD HARMLESS

a. The Contractor agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from the performance of the work, the furnishing of the materials and equipment, and the installation and maintenance of the materials and equipment alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Contractor and its employees, contractor, sub-contractors and agents. This indemnification includes the Contractor's duty to defend the Town of Vernon from any such claims.

b. The Contractor must carry the following insurance coverages:
Commercial General Liability (Town of Vernon added as additional insured):

Each Occurrence:	\$ 1,000,000
Personal/Advertising Injury per Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000

Fire Damage Legal Liability \$ 100,000

Automobile Liability (Town of Vernon added as additional insured):

Each Accident: \$ 1,000,000

Hired/Non-owned Auto Liability: \$ 1,000,000

Workers' Compensation/Employers Liability

Workers' Compensation Statutory Requirement set forth by State of CT
Employers Liability

Each Accident \$ 100,000

Disease-Policy Limit \$ 500,000

Disease-Each employee \$ 100,000

Umbrella/Excess Liability (*following form of general liability, auto liability and employer liability*):

Each Occurrence: \$ 1,000,000

General Aggregate: \$ 2,000,000

Product/Completed Operations Aggregate: \$ 2,000,000

Professional Liability (*where required*)

Each Claim: \$ 1,000,000

Annual Aggregate \$ 1,000,000

All insurance may not be canceled or modified without thirty (30) days written notice to the Vernon Town Administrator, 14 Park Place, Vernon, CT 06066.

c. WAIVER OF SUBROGATION REQUIREMENT

The Contractor will require all insurance policies in any way related to the work and secured and maintained by the Contractor to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

d. Sub-contractors must be protected by insurance the same as the principal contractor.

e. It is agreed between the parties hereto that the amount of insurance set forth above does not in any way limit the liability of the Contractor to the Town by virtue of his promise to hold the Town harmless so that in the event that any claim results in a settlement or judgement in any amount above said limits, the Contractor shall be personally liable to the Town for the difference.

f. Certificates of the insurance company or companies, must be submitted to the Administrator before the Contractor starts work. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Administrator shall be notified thirty (30) days in advance and such expired or terminated insurance must be replaced with new insurance and new certificate furnished to the Administrator.

g. Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful violation of this Contract.

(3) PATENTS. The Contractor shall defend any suits or proceedings brought against the Town for alleged infringements of patents by or by reason of any material furnished under this contract, and shall pay any damage or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

F. AVOIDANCE OF CONTRACT. If this Contract shall be assigned without the written consent of the Administrator, or if at any time the Administrator shall be of the opinion that the work on said material is necessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said material cannot be supplied within the required time, the Administrator may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten days after the mailing of such notice, take measures as well, in the judgement of the Administrator, insure the satisfactory completion of the work, he may notify the Contractor in writing, to discontinue all work on said material under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work and cease to have the right or claim to possession of the material; and the Town may, by means of such other agents or contractors as shall to it seem advisable, complete the work herein described, or such part thereof as it may deem necessary, and may take possession of and use such materials, except as otherwise provided. The Contractor shall not remove any portion of the materials after receiving such notice as aforesaid. And said Town is hereby authorized and empowered to apply sums of money due or to become due to said Contractor under this Contract by way of reduction in damages, and as part payment of such additional expense incurred by the Town as aforesaid.

TERMINATION

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Town shall, thereupon, have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this contract shall, at the option of the Town, become its property and the Contractor shall be

entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

G. (1) PAYMENTS. The Town will pay and the Contractor will receive, as full compensation for furnishing such materials, the amount stated in the proposal, or the sums of money computed at the several unit prices stated in the proposal submitted by the Contractor to the Administrator. A copy of the proposal is made a part of this Contract. The Town may make such deductions from these sums as are provided for in this Contract.

(2) FINAL COMPLETION AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of Final Application for Payment, the Administrator will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the contract fully performed, he will promptly issue a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Administrator's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth herein had been fulfilled. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

(3) NO INTEREST TO BE PAID. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

(4) CONTINGENT UPON AVAILABILITY OF FUNDS
The Town's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Town for any payment may arise until all funds are made available and approved for this contract and until a Purchase Order has been issued.

H. CONTENTS OF CONTRACT. The information for bidders, the proposal, the specifications, together with special provisions following herewith, and the bond and any and all additions which may be inserted or attached to any, or all of the sections as listed above, together with the drawings named in the information for bidders are made a part of this Contract.

I. AUTHORITY AND DUTIES OF INSPECTOR. An Inspector is a representative (but not a duly authorized representative as referred to in Article B of this Contract) of the Administrator assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor. Inspectors shall be authorized to inspect all work done on materials furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. In case of dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector

shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Administrator. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor to approve or accept any portion of the work, nor to issue instruction contrary to the plans and specifications. The Inspector shall not act as foreman or perform other duties of the Contractor nor interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Administrator of the Town in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.

J. FAIR EMPLOYMENT PRACTICES. 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, condition 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 testify 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 manner as not to restrict such employment so as to 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.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes, "Unfair Employment Practices".

K. LAWS AND JURISDICTION. The parties hereto agree that this contract is subject to the laws and jurisdiction of the State of Connecticut.

L. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986. The Contractor hereby agrees that he is aware of and has complied with the hiring and documentation requirements of the Immigration Reform and Control Act of 1986.

The Contractor agrees that it has asked for and examined documentation in order to verify the legal employability of its employees and has executed the appropriate forms attesting thereto pursuant to the Act.

The Contractor further agrees to indemnify and hold the Town harmless from any costs and/or penalties incurred, including but not limited to fines, attorneys' fees and costs arising from a claim of violation of said Act.

M. DISPUTES. The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.

N. ANTI-TRUST PROVISIONS. The Contractor or Subcontractor offers and agrees to assign to the Town all right, title and interest in and to 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 awards or accepts such contract, without further acknowledgement by the parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this
_____ day of
_____, 2022.

Signed in the presence of:

THE TOWN OF VERNON

By:

Michael J. Purcaro
Town Administrator

Signed in the presence of:

By: