

BOROUGH OF NAUGATUCK



Request for Proposal

GPS VEHICLE TRACKING SYSTEM

Contract # 14-19

The Borough of Naugatuck will be accepting proposals from qualified vendors interested in providing hardware and software to equip thirty (30) Public Works vehicles with GPS Vehicle Tracking. Interested vendors can download a copy of the proposal on the Borough website at www.naugatuck-ct.gov.

Responses to the Proposal must be submitted to the Purchasing Agent Wendy Hozer, 229 Church St. Naugatuck, CT 06770 no later than May 19, 2014 before 11:00am.

LATE PROPOSALS WILL NOT BE CONSIDERED.

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's are encouraged to apply.

60 - 1.4 - Equal opportunity clause.

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment,

upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION I NOTICE OF REQUEST FOR PROPOSALS

1.0 Notice of Request for Proposal Notice is hereby given that sealed proposals will be received before 11:00am EST on Monday May 19, 2014 at the Office of the Purchasing Agent Wendy Hozer, 229 Church Street, Naugatuck, CT 06770 for a GPS Vehicle Tracking System for the Borough of Naugatuck Public Works Department.

1.1 RFP Timeline

Name of the Proposal: GPS Vehicle Tracking System – Contract # 14-19

Date of Issuance: April 9, 2014

Deadline for Proposal Submittal: May 19, 2014 before 11:00 a.m. EST

PROPOSALS TIME-STAMPED 11:01 am OR AFTER ARE LATE

Sealed Proposal: GPS Vehicle Tracking System

Include five (5) Copies of Proposal plus one digital

Purchasing Agent Wendy Hozer, 229 Church Street Naugatuck, CT 06770 Electronic and fax proposals **are not** acceptable

Contact Person, Jim Stewart, Director of Public Works.

E-mail: Jstewart@Naugatuck-CT.Gov

Phone/ Fax Numbers Phone: 203-720-7071 Fax: 203-720-5680

1.2 The Borough reserves the right to accept or reject any or all proposals and to waive any informality in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

1.3 The Borough is not responsible for delays occasioned by the U.S. Postal Service, or any other means of delivery employed by the Proposer. Similarly, the Borough is not responsible for, and will not open, any proposal responses that are received on or after the time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.4 Proposals will be opened on Monday May 19, 2014 at 11:00 a.m.(our clock) EST in Town Hall, 229 Church Street 4th Floor, Naugatuck, CT 06770. *Only the names of companies who submitted proposals will be revealed.* The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

1.5 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Proposals may be withdrawn any time

prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II INSTRUCTIONS TO PROPOSERS

2.0 A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Borough that you have read, understand and will comply with the instructions and all terms and conditions stated in this Request for Proposal and all attachments. The Borough of Naugatuck reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.

2.1 A Certificate of Insurance must be on file and approved by the Borough before this project can begin. All Companies are required to submit a Certificate of Insurance with the proposal (See page 10, which details the exact requirements of the Borough).

2.2 This Request for Proposal does not commit the Borough to make an award, nor will the Borough pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

2.3 Proposers are encouraged to keep proposals concise and to the point. Elaborate brochures are not needed.

2.4 Proposals shall include a table of contents and each page shall be sequentially numbered in the lower right hand corner.

2.5 Addenda - Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing 10 days prior to the deadline. E-MAIL all questions to Jim Stewart (Jstewart@Naugatuck-CT.gov). Any and all questions will be responded to in the form of written addenda to all Companies. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page (page 9). All Addenda will be posted on the Borough's website. It is the Proposer's responsibility to check for addenda.

2.6 Exceptions to Contract Documents -The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.

2.7 Incomplete Information -Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

2.8 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

SECTION III SPECIAL TERMS AND CONDITIONS

3.0 Term of Agreement

3.0.1 The initial term of the Agreement shall be for five (5) years anticipated to be July 1, 2014 through June 13, 2019.

3.0.2 The Borough and the Contractor may renew the original Agreement for two-year time periods by mutual agreement. Thirty (30) to sixty (60) days' notice must be given to renew the contract for additional increments.

3.0.3 A Professional Services Agreement, signed by the Town Controller, shall become the document that authorizes the work to begin, assuming the insurance requirements have been met. Each section contained herein, any addenda and the response from the successful Proposer shall also be incorporated by reference into the resulting agreement.

The Borough reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the Borough and the Contractor. The Contractor shall not commence any additional work or change the scope of the Services until authorized in writing by the Borough. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Contractor and the Borough. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

3.0.4 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc. which reflect said increases. The Borough reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

3.1 Agreement Forms

3.1.1 If a Proposer intends to request that the Borough of Naugatuck enter into any agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the Borough's legal counsel during the evaluation of proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.

3.1.2 Proposers are advised that in the event any such agreement contradicts the Borough of Naugatuck requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses. If agreement form

indicated a firm other than the Proposer is contractor, vendor, or payee, the proposed contractor, vendor or payee must also indicate concurrence with the deletion of such clauses.

- 3.1.3 If no agreement form is included with the proposal, no such form will be approved by the Borough during the evaluation or award processes, or following award of contract. If the proposal does not indicate the proposed contractor, vendor or payee to be a person or company other than the Proposer, (1) only the Proposer will be considered as Contractor and (2) payments will be made only to the Proposer to whom the contract is awarded.
- 3.1.4 The Borough of Naugatuck will in no case agree to terms not submitted for review with proposals.

3.2 Payment Terms and Invoice Submittal

3.2.1 Payment terms for services authorized under this agreement shall be net thirty (30) days upon receipt of an original invoice and after services are performed, inspected and accepted and all required reports received in a format acceptable to the Borough.

3.2.2 Invoices shall be submitted monthly and shall include the following information:

- 1) Borough Department and contact name
- 2) The services provided
- 3) The amount being invoiced

3.2.3 All invoices and supporting documentation shall be submitted at monthly intervals as agreed upon:

- 1) In a pdf format via e-mail to: Jstewart@naugatuck-ct.gov or Via US mail to: Borough of Naugatuck Dept. of Public Works 246 Rubber Ave. Naugatuck, CT 06770

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

3.3 Ownership of Documents

3.3.1 All reports, documents, information, presentations, and other materials prepared by the **Contractor** in connection with this Agreement are the **Borough's** sole property in which the **Contractor** has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the **Contractor** by the **Borough** shall remain the sole property of the Borough and, except for the **Contractor's** limited possession for the purpose of carrying out this Agreement, shall be returned to the **Borough** at the conclusion of this Agreement. Nothing written in this paragraph, however, will be

interpreted to forbid the **Contractor** from retaining a single copy of information for its files.

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

SECTION IV TECHNICAL INSTRUCTIONS AND REQUIREMENTS

4.0 Background – The Borough of Naugatuck Public Works Department is not currently using any GPS Vehicle Tracking System. The Borough of Naugatuck intends to initially install GPS Vehicle Tracking systems in thirty (30) vehicles. Additional vehicles may be added in the future.

4.1 Scope of Work – The Borough is seeking proposals from qualified contractors who have the labor, materials and equipment necessary to provide, install and service a GPS vehicle tracking system for the Public Works Department.

4.1.1 Contractor shall provide, for purchase or lease by the Borough, hardware and software to equip thirty (30) vehicles with GPS Vehicle Tracking to be installed by the Contractor. The Borough intends to establish a three-year service agreement for the most cost effective option based on proposals submitted. Proposal shall include detailed information describing the manufacturer and model of the equipment to be provided.

4.1.2 System functionality, reporting capabilities and service will be major factors in determining award, with minimum system specifications as follows:

- 4.1.2.1 Capability to track multiple vehicles
- 4.1.2.2 Mapping of multiple vehicles
- 4.1.2.3 Capability to add additional vehicles
- 4.1.2.4 Ability to track in one-minute intervals
- 4.1.2.5 Capability to set up geo fences
- 4.1.2.6 Capability to add and remove landmarks
- 4.1.2.7 Ability to track vehicle after scheduled hours
- 4.1.2.8 Ability to track speed and number of starts and stops
- 4.1.2.9 Ability to detect if vehicle is running or not

- 4.1.2.10 Capability to track current location of vehicle
- 4.1.2.11 Web access for tracking, reporting and viewing maps with vehicle location
- 4.1.2.12 Ability to view account information online
- 4.1.2.13 Printable built in reports and individual vehicle report
- 4.1.2.14 Easy hardware installation

1. 4.2 Silence of Specifications – Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

SECTION V METHOD OF EVALUATION

- 5.0 Award -Any award(s) made by the Borough of Naugatuck is subject to prior approval by the Borough of Naugatuck Board of Mayor and Burgesses.

5.0.1 Award shall be made to the Proposer submitting the most responsible and responsive proposal which offers the greatest value to the Borough with regard to the criteria detailed and the specifications set forth herein. The Borough may select a Proposer based on an “all or none” proposal, on individual responses, or as is otherwise deemed to be in the best interest of the Borough.

5.0.2 If the evaluation team determines that the project should be awarded, the process shall be as follows:

5.0.2.1 The evaluation team shall determine which Proposer has submitted the most responsive and responsible proposal.

5.0.2.2 The Borough Controller executes the Agreement.

5.0.2.3 The Borough issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the work.

5.0.3 If the evaluation team determines that all the proposals received should be rejected, the Proposers shall be notified by the Borough Controller's Office accordingly. At that point, the Borough may, or may not, re-solicit the project.

- 5.1 Proposal Evaluation Criteria -In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.

5.1.1 Qualifications and Experience

5.1.1.1 Relevant Experience of Key Personnel, including assigned Project Manager

- 5.1.1.2 On-going training proposed
- 5.1.1.3 Feedback from references, including performance on other Borough projects
- 5.1.1.4 Knowledge, experience and demonstrated success with providing similar products/services
- 5.1.1.5 Technical support proposed
- 5.1.1.6 Financial responsibility/stability

5.1.2 Cost Effectiveness

5.1.3 Company Responsiveness to RFP

- 5.1.3.1 Total scope of services proposed including system functionality, report capabilities and service
- 5.1.3.2 Demonstrated understanding of the project
- 5.1.3.3 Proposed timeline and work plan
- 5.1.3.4 Responses to overall proposal and compliance with submission guidelines
- 5.1.3.5 Proposal presentation (completeness, organization, appearance, etc.)

5.2 The Borough of Naugatuck reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the Borough's overall interests.

5.3 The Company must not have any unresolved performance issues with the Borough of Naugatuck. The Company's performance as a prime Vendor or subcontractor in previous Borough contracts shall be taken into account when evaluating the Company's submittal for this Request for Proposal. The Borough may survey other local agencies during the proposal evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The Borough reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.

5.4 Financial terms will not be the sole determining factor in the award. To determine the award the Borough will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represents the best overall value to the Borough.

5.5 Proposal Evaluation Procedures -Proposals will be evaluated individually by a proposal evaluation team (hereinafter referred to as Team) using the "Proposal Evaluation Criteria" as listed above.

5.5.1 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the Borough's requirements. Each prospective company is assured that any proposal submitted will be evaluated independently using the best available information and without any forgone conclusions.

5.5.2 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.

5.5.3 The team may arrange demonstrations and/or conference calls with representatives of the companies whose proposals are deemed to be within the "competitive range." The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value.

5.5.3.1 If presentations and/or conference calls have been conducted, representatives for each proposal deemed to be within the competitive range will be given a written clarification of any aspect of the solicitation that was requested by one or more evaluators. Clarifications may also be issued if an evaluation team member regards such as being necessary to make a fair and reasonable determination of the proposal to accept. In addition, each vendor deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation. Please note that guidance would also permit procurement participants to determine that only one proposal is within the "competitive range." If such were to be determined, the procurement administrator would then enter into negotiations with the Proposer offering the greatest value proposal in efforts to arrive at a purchase price that is deemed fair and reasonable based on price or cost analysis.

5.6 A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

SECTION VI FINANCIAL AND NON-FINANCIAL PROPOSAL

6.0 Financial Proposal: This portion of the Company's proposal shall include ONLY the proposed cost. Contractor shall provide detailed cost breakdowns for all equipment, hardware and software to provide for a complete, functional system. Contractor shall provide a separate price for ongoing service.

6.1 Non-Financial Proposal: This portion of the proposal may be organized in a format determined by the Proposer, but should include all materials of the proposal relating to the equipment and service proposed, specifications, requirements, warranty, service plan and other information of a non-financial nature. Also include in this portion an implementation schedule detailing all key project milestones in a timeline form that clearly indicates the start and completion of all events necessary to accomplish the scope of this proposal.

6.2 All offers and other work products submitted in response to this Solicitation shall become the property of the Borough of Naugatuck.

SECTION VII FINANCIAL PROPOSAL AND SIGNATURE PAGE

All freight, packaging, delivery fees, and training charges must be included in the price. FOB Point, in terms of loss or damage, is Destination

Pricing for GPS Vehicle Tracking System and Service:

1. Monthly fee per vehicle: \$_____ (Monthly fee to include all functions described in Section 4.1.2, all hardware, software, installation, training, equipment warrantee, and technical support.)
2. Fee to transfer equipment from one vehicle to another: \$_____
3. Seasonal vehicle option (reduced seasonal rate) Yes/No \$_____
4. Is volume pricing available? Yes/No. If yes, please explain.

5. Lead time for delivery and installation after receipt of purchase order: calendar days _____

The undersigned proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm:

Address:

Town:

State:

Zip:

Date:

Phone#

Fax#

Federal ID Number:

Email:

Firm Representative Name :

Signature:

FIRM PRICING

Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

SECTION VIII INSURANCE REQUIREMENTS

VENDOR, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance so as to cover all risk which shall arise directly or indirectly from VENDOR'S obligations and activities.

- 1. Workers Compensation and Employers Liability Insurance** meeting the requirements of the Connecticut Workers Compensation Law covering all the VENDOR'S employees carrying out the work involved in this contract.
- 2. General Liability Insurance** with limits of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the VENDOR or its employees carrying out the work involved in this contract.
- 3. Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the VENDOR or its employees.
- 4. Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all work performed by the CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the CONSULTANT continuing to furnish the Borough certificates of insurance.

Subcontractors: In the case of any work sublet, the VENDOR shall require subcontractors and independent contractors working under the direction of either the VENDOR or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the VENDOR.

Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Connecticut and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made

and coverage must remain in effect for at least two years after final payment with the CONSULTANT continuing to furnish the Borough certificates of insurance. The CONSULTANT shall be responsible for deductibles and self-insured retentions in the CONSULTANT'S insurance policies.

Additional Insured: The Borough of Naugatuck its officers and employees shall be named as additional insured on the VENDOR'S, subcontractor's, and independent contractor's general and automobile liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance and professional liability insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

- 1 The Description area of the certificate should state: **The Borough of Naugatuck its officers and employees** are named as additional insured. List **GPS Vehicle Tracking System** as the scope of services the certificate covers.
- 2 The minimum liability limits required by the BOROUGH are: **\$1,000,000**. This must be **occurrence form** liability coverage.
- 3 The following address must appear in the Certificate Holder section: Borough of Naugatuck 229 Church St. Naugatuck, CT 06770.

Certificates may be sent by e-mail (jstewart@naugatuck-ct.gov), fax (203-720-5680), mail or delivery to the attention of Jim Stewart 246 Rubber Ave. Naugatuck, CT 06770. A certificate of insurance must be provided to the Borough prior to the execution of this Agreement.

Insurance requirements with the awarded respondent are subject to final negotiations.

SECTION IX GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** -The word Borough refers to the Borough of Naugatuck, Connecticut throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the Borough.

2. PROPOSAL RESULTS AVAILABILITY -Proposals will be evaluated promptly after opening. NO PROPOSAL RESULTS WILL BE GIVEN OVER THE TELEPHONE. After award, notification will be sent to all companies who submitted a proposal or returned a Statement of No Proposal. No Proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.

3. PROPOSER QUALIFICATIONS -No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Borough upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Borough, or that is deemed irresponsible or unreliable by the Borough. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.

4. PROPOSAL FORM -Each Proposer must submit an original Proposal and additional copies as required on the forms attached. The Proposer shall sign his/her Proposal correctly, and the Proposal may be rejected if it shows any omissions, alterations of the form, additions not called for in the Proposal, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

5. SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR -Any deviation from this specification MUST be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.

6. PROPOSER/OFFEROR REPRESENTATION -Each Proposer must sign the Proposal with his/her usual signature and shall give his/her full business address on the form provided in this Proposal.

7. COLLUSIVE PROPOSAL -The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

8. BROCHURES -Proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.

9. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS -All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.

10. **PROPOSAL CHANGES** -Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.

11. **HOLD HARMLESS AGREEMENT** -The Contractor agrees to protect, defend, indemnify and hold harmless the Borough of Naugatuck and their officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.

12. **ACCELERATED PAY DISCOUNTS** -Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the Borough reserves the right to include that discount as part of the award criteria. Prices proposal or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

13. **AVAILABILITY OF FUNDS** -Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).

14. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** -The Borough reserves the right to reject any or all Proposals. The Borough further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Borough.

15. **PIGGYBACK PROCUREMENT METHOD** -Upon request, the results of this proposal must be extended to any other Borough of Naugatuck department.

16. **PURCHASE ORDERS AND INVOICES** -When a proposal is awarded individual purchase orders will be assigned to the successful Proposer(s) from the respective departments of the Borough. Invoices from the Proposer must be submitted to the actual requestor for each purchase made by a department must reflect the corresponding purchase order.

17. **PROPOSAL CURRENCY/LANGUAGE** -All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.

18. **PAYMENTS** -Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.

19. **MODIFICATION, ADDENDA AND INTERPRETATIONS** -Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or

modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.

20. LAWS AND REGULATIONS -All applicable State of Connecticut and Federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

21. SUBCONTRACTING -No portion of this Proposal may be subcontracted without the prior written approval by the Borough

22. ELECTRONIC PROPOSAL SUBMITTAL -Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

23. MISCELLANEOUS -The Borough reserves the right to reject any and all proposals or parts thereof. The Borough reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Town reserves the right to negotiate optional items with the successful Proposer.

24. MODIFICATION OF AGREEMENT -No modification of award shall be binding unless made in writing and signed by the Borough.

25. CANCELLATION -Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

26. PATENT GUARANTEE -Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the Borough, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Borough.

27. TERMINATION OF AWARD FOR CAUSE -If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the Borough shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Town, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Borough become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the Borough for damage sustained by the Borough by virtue of breach of the award by the successful Supplier and the Borough may withhold any payments to the successful Supplier for the purpose of set off until

such time as the exact amount of damages due the Borough from the successful Supplier is determined.

28. TERMINATION OF AWARD FOR CONVENIENCE -The Borough may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Borough, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the Borough, as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the Borough which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.

29. FORCE MAJEURE -For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

30. ACCEPTANCE OF TERMS BY SHIPMENT -Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.

31. ASSIGNMENT -Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Borough. Any assignment or attempt at assignment made without such consent of the Borough shall be void.

32. EQUAL OPPORTUNITY -The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

33. SPECIFIC DELIVERY SCHEDULE -For purposes of this proposal and subsequent awards, Borough holiday closures are typically

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

Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Borough may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

34. **TIME PERIOD** -Prices are to be honored for the time period stated in your response on the Signature Page.

35. **EXTENSION** -Any or all of the awards made as a result of this Request for Proposal may be extended for additional 2-year terms if mutually agreed between the parties.

36. **FREIGHT** -Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.

37. **FOB POINT** -In terms of loss or damage, as well as where title to the goods is passed, please quote FOB -Destination.

38. **METHOD OF AWARDING/QUOTING** -The Borough reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the Borough may consider your proposal non-responsive and reject the entire proposal.

39. **TAXES** -The Borough of Naugatuck is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Borough is exempt will be deducted from invoices before payment is made.

40. **PROPOSAL INFORMATION IS PUBLIC** -All documents submitted with any proposal or proposal shall become public documents and subject to Connecticut Freedom of Information laws. By submitting any document to the Borough of Naugatuck in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Borough of Naugatuck and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Town of East Hampton and its officers and employees harmless from any claims arising from the release of any document or information made available to the Borough of Naugatuck arising from any proposal opportunity.

41. **NO GIFT STANDARD** -The Borough of Naugatuck is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we have asked all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a Borough employee and not available to the general public, regardless of the value.