



REQUEST FOR PROPOSAL

RFP 21-SPD-02

For

BODY WORN CAMERA AND IN-CAR VIDEO SYSTEM SERVICES

**SOUTHBURY POLICE DEPARTMENT
TOWN OF SOUTHBURY, CT**

The Town of Southbury, herein referred to as the “Town”, is seeking proposals from qualified law enforcement camera system service providers to provide **Body Worn Camera and In-Car Video System Services**. The Town reserves the right to terminate the RFP process for any reason at any time and post notification of such decision on the same website where this RFP is posted. Check the Town’s website (www.southbury-ct.org/bids) frequently for updates and any notifications that may be issued pertaining to this RFP.

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ARTICLE 1 - INTRODUCTION AND PROPOSAL SUBMITTAL TERMS

The Town of Southbury, is hereby issuing this **Request For Proposal for Body Worn Camera and In-Car Video System Services (RFP)** seeking and inviting proposals from firms that are qualified, able and willing to provide the services described herein to Southbury, CT ("**Town**").

Proposal Instructions

The electronic version of this RFP is available on the Town of Southbury website. The document was created in Microsoft Word for Windows and converted to PDF. The hard copy of this RFP on file in the Town of Southbury Fiscal Office, governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

One [1] signed original and two [2] signed copies of the proposal, along with an electronic copy provided on a USB storage device must be received in a sealed envelope plainly marked "**RFP 21-SPD-02 Body Camera and In-Car Video Camera System Services**" with the due date and time of the proposal in the lower left corner of the envelope.

An authorized representative of the company/person submitting the proposal must sign the proposal, in blue ink. All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposals.

Proposals must be submitted to the Town of Southbury. Office of the First Selectman, 501 Main Street South Southbury, CT 06488 prior to Monday, December 20, 2021, at 1:00 pm.

Time is of the essence for responding to the RFP within the submission deadlines. All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the deadline.

Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.

The Town reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.

The Town will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.

The Town will not award any proposal to an individual or business having any outstanding amounts due from a prior contract or business relationship with the Town or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

The successful Offeror is specifically denied the right of using in any form or medium the names of the Southbury Police Department or any other public agency of The Town

of Southbury Government for public advertising unless express written permission is granted. Award will be made to the responsive Offeror with the highest score upon evaluation of all criteria as set forth in this RFP.

Proposal Inquiries

All questions or clarifications concerning this RFP must be submitted in writing via Email to:

Town of Southbury
RFP BODY WORN CAMERA AND IN-CAR VIDEO SYSTEM SERVICES
Office of the First Selectman
501 Main Street South Southbury, CT 06488
financedirector@southbury-ct.gov

The RFP number and title shall be referenced on all correspondence. All questions must be received no later than **3:00 PM** on **November 29, 2021**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be provided by **3:00 PM** on **December 06, 2021** and placed on the Town's website <https://www.southbury-ct.org/bids>. Check this website frequently for updates and any addendum that may be issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Proposal Inquiries", concerning this request is prohibited PRIOR TO PROPOSAL OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of the Town of Southbury and their Agents within the Southbury Police Department.

Any Offeror engaging in such prohibited communications prior to proposal opening may be disqualified at the sole discretion of the Town of Southbury.

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ARTICLE 2 - CERTIFICATIONS BY OFFEROR

- The undersigned signatory certifies that he/she has read and understands all of the terms and conditions of this RFP and of doing business with the Town in response to this RFP, that in doing so he is acting on behalf of the Offeror, and that his/her signature placed hereon is binding on the Offeror to the full extent allowed by law.

- The Offeror shall provide a proposal to the Town in response to, and in accordance with, the terms of this RFP.

- The Offeror agrees to provide the services under the terms of this RFP and the proposal as accepted by the Town.

- By submitting the proposal in response to this RFP, the Offeror and each person signing on behalf of the Offeror, under penalty of perjury, certifies to the best of its knowledge and belief:
 - The Offeror has established the price terms in this proposal independently without collusion, consultation, communication or agreement with any other Offeror as to any matter relating to such price terms; and
 - The Offeror has made no attempt, and will not in the future make any attempt, to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
 - The Offeror certifies that this proposal is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part by the Town is directly or indirectly interested therein, or in any portion of the profits thereof.

Company Name: _____

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ARTICLE 3 – BACKGROUND AND RFP/PROPOSAL TIMELINE

1. RFP Purpose: To acquire the services of an Offeror to provide **Body Worn Cameras and In-Car Video Camera Services** for the Town. The intent is for the selected Offeror to enter into an IT Professional Services Agreement with the Town (hereinafter “**Resulting Agreement**”), to supply the subject services as outlined herein.

2. RFP and Submittal of Proposals Timeline: The Town shall follow the timeline listed below relating to the issuance of the RFP and submittal of Proposals. The Town reserves the right in its sole discretion to expand this timeline if necessary, without any notification, except when such timeline expansions affect the deadline date and time for submitting a proposal.

DATE	EVENT	DURATION
11/15/2021	RFP Published	1 Day
11/29/2021	Questions Due	2 Weeks Post Publication
12/06/2021	Addendum #1 issued to provide Answers to Questions Submitted	1 Week After Questions Were Due
12/20/2021	RFP Responses Due	2 Weeks After Addendum Issued

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ARTICLE 4 – SCOPE OF WORK, SPECIFIC SERVICES, CONTRACT PERIOD.

1. Scope of Work: The Town of Southbury Police Department, (hereafter referred to as the “Town” or “Department”) is soliciting proposals for a **cloud-only** based camera solution that equips vehicles and assigned personnel with cameras to support and comply with the laws established and governed by the State of Connecticut, specifically the Police Reform Bill #6004. The goal of the camera program is to increase officer accountability and trust with the citizens of the Town of Southbury.

2. Current Environment: The Town of Southbury is located in New Haven County and is comprised of approximately 39 square miles. The Town provides public safety services to just under 20,000 residents. In total, camera infrastructure will be needed in one building, the Police Department Headquarters.

The Police Department services take the form of primary patrol services and participates in the Connecticut Resident State Trooper Program. The patrol operations of the Department are spread throughout the Town, providing mutual aid out of Town when needed. Patrol cars are issued from a fleet and are shared amongst the patrol officers and supervisors. None of the police vehicles are “take home” cars.

3. Specific Services: The Town seeks a comprehensive system that shall provide in car cameras for **12 vehicle cameras and 24 body worn cameras for Police**. Vehicles will be configured with either one or two cameras depending on the configuration. The breakdowns are shown in the tables below:

Camera Type	Quantity
Body Worn Camera	24 (Includes 1 spare)
In-Car Video	12

Year	Make	Model (Registration)
2020	Chevrolet	Tahoe (55SBY)
2020	Chevrolet	Tahoe (69SBY)
2020	Ford	Explorer (65SBY)
2020	Ford	Explorer (66SBY)
2016	Ford	Explorer (58SBY)
2016	Ford	Explorer (64SBY)
2016	Ford	Explorer (62SBY)
2016	Ford	Explorer (70SBY)
2014	Ford	Explorer (63SBY)
2014	Ford	Explorer (67SBY)
TBD (2022 Anticipated)	Chevrolet	Tahoe (TBD)
TBD (2022 Anticipated)	Chevrolet	Tahoe (TBD)

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The solution shall include comprehensive video management software, allowing the Police Department to easily manage, edit, and redact videos from all camera configurations. The solution shall provide features that allow data and video to be shared throughout the criminal justice system as necessary. Finally, the solution shall utilize cloud-based storage provided by the Offeror. **All cloud-based data shall be turned over to the Town of Southbury upon contract termination in a non-proprietary format.**

Successful Offeror responsibilities: In addition to responsibilities identified specifically herein, the Successful Offeror's responsibilities are listed in **Exhibit F – "Successful Offeror's Responsibilities"** attached hereto and made part of this RFP.

4. General Requirements: The Offeror shall submit the following deliverables to the Town's satisfaction in the Town's sole discretion: Provide a camera solution that provides in-car video for police vehicles and body cameras for police officers. The Town has included required camera quantities; however, reserves the right to increase or decrease the quantities of either in-car cameras or body cameras to fit the needs of the Town. The Offeror may offer lease or purchase of equipment and shall specify the price for each option.

The Offeror shall provide charging, upload, and storage solutions within the Police Department.

The Offeror shall designate one individual as the "Project Manager" to be the point of contact between the Offeror and the Town during implementation. The Project Manager is expected to stay abreast of the status all facets of the project and be available to the Town, at a minimum, during standard business hours until implementation is complete. The Project Manager shall not be replaced without review and approval of qualifications by the Town.

The contract between the Offeror and the Town shall be a performance-based contract where payment is made upon the completion of agreed upon milestones of the Town.

4.1 Camera Hardware Requirements

4.1.1 Body cameras shall remain in place during physical activity and conflict; Offeror shall identify all mounting options on different types of uniforms, vests and outerwear.

4.1.2 Body cameras shall be weather resistant, prevent accidental engagement/disengagement during vigorous activity, and have visible indicators of use, while maintaining officer safety and freedom of movement. Body cameras shall have an Ingress Protection (IP) rating of at least IP67.

4.1.3 Camera field of view and light sensitivity provides an acceptable representation of the officers' perspective.

4.1.4 Offeror shall provide a proposal to install in-vehicle cameras. The camera should not pose a safety concern to officers in case of emergency, vehicle operations or collision. Offeror shall provide vehicle installation plans and instructions in the proposal, should the Town determine it will self-perform camera system installations.

4.1.5 Body cameras shall use non-removable storage.

4.1.6 Body and car cameras shall prohibit recordings from being edited or deleted (except via management software, once recordings have been transferred) and shall not overwrite existing data before they have been transferred.

4.1.7 Cameras shall not cause and shall not be subject to electromagnetic interference with nearby electronic equipment and radio communication systems.

4.1.8 Cameras shall operate as normal within the range of -4 to +110 degrees Fahrenheit.

4.1.9 For body cameras, activating and deactivating the recording feature shall require the physical sliding of a switch or pressing of button. Offeror shall specify how activation or deactivation of the camera is indicated for the user.

4.1.10 In-Car cameras shall have the ability to be triggered automatically (light bar activation, etc.) and manually. Offeror shall specify all triggering options.

4.1.11 The Offeror shall specify the connection technology used for the remote microphone connection if available.

4.1.12 Cameras shall provide storage to record a 8.25-hour shift at the minimum frame rate of 30 frames per second at a minimum resolution of 720p.

4.1.13 Body cameras shall have enough battery life to operate for at least one 8.25-hour shift under normal conditions.

4.1.14 Cameras shall show the battery charge level/status to the user from the device. Device should provide an audible notification when battery life reached a "low" level. Audible notification must have the ability to be disabled.

4.1.15 The Offeror shall specify battery charging times from 0% to full capacity.

4.2 Camera Recording/Output Requirements

4.2.1 Cameras shall be able to record at least 720p resolution.

4.2.2 Cameras shall have the ability to record at a minimum of 30 frames per second.

4.2.3 Cameras shall focus without adjustment by the user.

4.2.4 Cameras shall have a field of view of 120-160 degrees.

4.2.5 Cameras shall have fully customizable pre-event recording times.

4.2.6 Cameras are configurable to produce video files in an open, non-proprietary format. This includes both a Codec and Container that is interoperable with video players and management systems using open source formats.

4.2.7 Cameras shall have the ability add data into the camera metadata. (i.e. Cameras should have the ability to categorize incident types.)

4.2.8 Cameras shall allow officers to bookmark or tag certain specific times during a recording in and out of the field for easier retrieval.

4.3 Uploading and Charging Requirements

4.3.1 Offeror to provide list of options for uploading video. Camera system shall allow for simple and quick uploading of video, including dock-less options and uploading outside of

vehicle systems. Minimal technical knowledge will be required of the officer to facilitate video uploading. Any option proposed must be CJIS compliant.

4.3.2 Cameras shall take 15 minutes or less to upload an entire 8.25 hour shift of video with upload speeds of over 1 Gb/sec to upload contents based on the Department network infrastructure.

4.3.3 Cameras shall have the ability to be charged in the car while in use.

4.3.4 Cameras shall have a docking station that will allow for remote charging.

4.3.5 Describe Offeror's multi-unit docking station options.

4.4 System Management and Software Requirements

4.4.1 The video management software or VMS shall allow users to easily locate, redact, share, and set a retention policy for all videos captured by either body cameras or car cameras.

4.4.2 The Offeror shall specify how user privileges are set by the VMS.

4.4.3 The Offeror shall provide details of anticipated updates to the VMS for the anticipated contract period.

4.4.4 The VMS shall be highly configurable, as well as provide a wide range of customizable reporting and auditing capabilities that provide insight into usage, supervisory information, technical status, storage status, and trends. The Offeror shall list all available reports and file format from the VMS.

4.4.5 The VMS shall quickly and accurately locate specific video relevant to an event and present a consistent user experience regardless of user location. The VMS shall be able to play back car camera and body camera videos simultaneously by synchronizing clips through audio, timecodes, or markers.

4.4.6 The VMS shall allow the Department to create its own custom metadata features that can be added to events using a dropdown feature in the management software.

4.4.7 The VMS shall allow for retrieval of videos based on metatag classification, as well as deletion of videos based on configurable retention schedules dictated by metatag classification.

4.4.8 The VMS shall allow Department defined users to mark time and location in videos and make notes appropriate to their business activity with audit logs created for all such user actions. The VMS shall use logging to ensure that all interactions with files are recorded.

4.4.9 If the VMS has the option of video/image stabilization features, the Offeror shall describe in the proposal.

4.4.10 The VMS shall support multiple levels of redaction - from full "over-redaction" to minimal "blurring" or "boxes" in all of the video or selected parts in a highly automated manner that does not require frame-by-frame actions.

4.4.11 The VMS shall have the ability to accurately track a moving object under low light conditions and effectively blur the entire portion of the visible body in order that the race and gender of the object is not identifiable and the redaction effect does not have a visual impact on targeted areas of the video.

4.5 Implementation and Support Requirements

4.5.1 The cameras shall be assigned to officers with no or minimal officer/supervisor time for setup. Offeror shall describe the setup in the proposal.

4.5.2 Offeror shall provide the specified quantity of cameras as requested in this RFP.

4.5.3 Offeror shall provide 24/7/365 support for cameras and software. This support shall include the ability to either speak or “chat” online with support personnel.

4.5.4 Offeror shall provide full implementation support that keeps use of Town resources to a minimum.

4.5.5 The Offeror shall be available to testify regarding their system in court as requested by the Town. Offeror shall specify who is responsible for the costs of the expert witness and clearly state all associated costs.

4.5.6 Offeror shall provide training and training materials during the implementation phase that prepares Police Department Staff to fully implement the system. Offeror shall specify the number of calendar days of training provided for implementation.

4.5.7 Offeror shall provide updated documentation and trainer training to ensure project sustainment for the life of the contract. Offeror shall specify the number of train-the-trainer sessions proposed after implementation through the remainder of the contract.

4.5.8 Offeror shall recommend the number of Police personnel required to support ongoing operations of the camera system.

4.5.9 The VMS shall alert appropriate users (supervisors, technicians, etc.) in real-time when there is a system failure. The system tracks device activations and/or malfunctions, issues related to tampering, uploading, failed uploading attempts, etc. The system responds accordingly to attempts to tamper, overwrite, or destroy data prior to uploading video. Offeror shall specify how the VMS responds to said incidents.

4.5.10 Offeror shall ensure that all equipment and software is fully functional at time of deployment.

4.5.11 The VMS shall know who has a camera assigned to them at any given point in time.

4.5.12 The Offeror shall be able to ensure that there is enough fully functional equipment to meet projected operating demand for a 24-hour operating cycle.

4.5.13 For Offeror cloud storage, uploaded videos shall be backed-up once uploaded from a camera to prevent accidental loss or deletions of videos. Offeror shall specify their redundancy protocols.

4.5.14 Offeror shall specify who is responsible for the maintenance of camera hardware.

4.5.15 Offeror shall specify the projected useful life of the camera hardware.

4.5.16 Offeror shall provide the warranty information for all camera hardware and the conditions that void the warranty.

4.5.17 Offeror shall specify what safeguards are in place to protect against unauthorized access to the system and the protocols followed if such unauthorized access has occurred.

4.5.18 Offeror shall specify if the proposed data storage solution complies with Criminal Justice Information Systems (CJIS) requirements as defined by the Federal Bureau of Investigation.

4.5.19 Offeror shall submit with the proposal any additional license, maintenance, support, or other agreements that Offeror would propose between the Town and Offeror.

4.5.20 Offeror shall specify who has ownership rights of the data generated by cameras during the contract and upon termination of the contract.

4.5.21 Offeror shall specify the process by which camera data generated during the contract is transferred to the Town upon termination of the contract.

4.5.22 Offeror shall specify the protocols for disaster recovery. If Offeror is hosting a cloud data storage solution, Offeror shall be responsible for all disaster recovery and implementation plans in case of disaster.

4.5.23 Offeror shall disclose any additional fees that are associated with viewing or accessing video footage.

4.6 Company Strategic Plan and Competency

4.6.1 Offeror shall demonstrate a strategic plan with a schedule of planned activities with sufficient detail to demonstrate Offeror's understanding of how to execute camera and software improvements.

4.6.2 Offeror shall identify any risks that would impair Offeror's ability to execute all camera and software improvements.

4.6.3 Offeror shall provide specific examples of performance of the camera system implementation for agencies of similar size to the Southbury Police Department. Offeror shall also include implementation timelines and contact information for references.

5. Assumptions: The assumptions listed in the **Exhibit G – “Assumptions”** attached hereto and made part of this RFP govern this transaction.

6. Change Control Procedures: Change Control Process outlined in **Exhibit H – “Change Control Process”** attached hereto and made part of this RFP, govern this transaction.

7. Contract Period: The Contract Period for the performance of the services described in this RFP is anticipated to commence on or before **July 01, 2022**. The contract term is anticipated to be **five years**. The successful Offeror to whom the contract shall be awarded, (“**Successful Offeror**”) shall perform any and/or all services listed herein as accepted by the Town for the entire duration of the Contract Period on the pricing terms stated in the Proposal in response to this RFP. The exact terms of the Proposal that are accepted by the Town shall be outlined in the Resulting Agreement between the Parties.

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ARTICLE 5 SUBMISSION OF PROPOSAL AND MANDATORY ELEMENTS

1. Submission of Proposals: It is the Offerors' responsibility to ensure the Proposal submitted is accurate, adequate, and clear with respect to the descriptions of the information requested. Omissions, vagueness, or inaccurate descriptions or responses shall be grounds for rejection by the Town by its sole discretion. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

2. Mandatory Elements:

A. Firm Qualifications. Provide a description of the Offeror's overall qualifications and experience in providing similar services. The Offeror shall demonstrate that it possesses the experience necessary to successfully perform the services required by this RFP and the ability to work in a responsive and cooperative manner with Town.

(1) Project Team: List key personnel who would be assigned to work with the Town. Please include any experience, expertise with similar contracts and work related to proposed services, and proposed role on the project team.

B. Proposed Method of Performance: Offeror shall provide the following information relating to the method of performance of the services:

(1) Project Understanding: Describe your understanding of the requested scope, activities/tasks, implementation, quality assurance testing, and completion deliverables.

(2) Project Plan: Provide a project plan with sequence, resources, estimated effort, schedule and phases to best meet project requirements. Provide a list of any assumptions.

(3) Town Responsibilities: In addition to **Exhibit E**, Town Responsibilities, describe the Town responsibilities including but not limited to expected involvement of Town personnel, information the Town needs to provide for project success, and anticipated schedules for Town personnel involvement.

C. Customer References: Include five (5) references of organizations for whom Offeror has provided similar services (to those sought by this RFP in terms of population served) within the last five (5) years. Each reference must include the organization's name, mailing address, contact name, contact telephone, email information, and the specific service(s) provided by the Offeror. References from Connecticut municipalities are preferred.

D. Camera Hardware requirements as identified in Article 4.1

E. Camera Recording/Output requirements as identified in Article 4.2

F. Uploading and Charging requirements as identified in Article 4.3

G. System Management and Software requirements as identified in Article 4.4

H. Implementation and Support requirements as identified in Article 4.5

I. Company Strategic Plan and Competency as identified in Article 4.6

J. Cost Proposal/Fees: Offeror shall submit pricing on the Price Proposal Form, which is included in this RFP as **Exhibit A**.

3. Proposal Life: All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by the Town for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the Town.

A. The Town does not consider prices to be confidential information.

B. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations or exceptions.

4. Clarification of RFP Terms: It shall be the Offerors' responsibility to ask questions, request changes or clarification, or otherwise advise the Town if any term of this RFP appears to be ambiguous, vague, overbroad, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the proposal sought by this RFP to a single source.

A. Any and all communication from Offerors regarding clarification of RFP terms must be directed to the Town Finance Director listed herein. Such communication must be received by November 29, 2021.

B. The Town shall make all attempts to adequately and promptly respond to all Offeror inquiries. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of amendments to the RFP posted on the Town's website <https://www.southbury-ct.org/bids>, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

5. Interview Conference: After an initial screening of the written proposals, any or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation or demonstration of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. The Town reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors.

6. Short List and Field Testing: The Town will select two finalists that will provide vehicle and body cameras as well as any required equipment for a thorough four-week evaluation period. During this evaluation period cameras will be deployed in field conditions for police officers to use and evaluate. At the end of the evaluation period the

Town will determine which systems best meets its operational needs and award accordingly.

7. Official Position of the Town: The only official position of the Town is expressly included in writing in this RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

8. Mandatory Documentation for Responsive Proposal: The following page is a list of required document and information which must be included in each Proposal. Each Proposal should be structured in the same fashion as this Section of the RFP and must address and comply with every requirement listed.

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Checklist of Required Documentation for Proposal Submittal

- ___ 1. General Information about Organization
- ___ 2. Certifications
- ___ 3. Qualifications
- ___ 4. Capability, Availability, Reliability
- ___ 5. Project Understanding
- ___ 6. Project Deliverables
- ___ 7. Customer References
- ___ 8. Proposed Pricing (**Pricing Page** attached **Exhibit A**)
- ___ 9. Notice to Contractors - Code of Ethics / Conflict of Interest Ordinance (Form attached **Exhibit B**)
- ___ 10. Non-Disclosure Agreement (Form attached **Exhibit C**)
- ___ 12. IT Operations Questionnaire (Form attached **Exhibit I**)
- ___ 13. The proposal has been signed by a duly authorized representative of the company.
- ___ 14. Standard payment terms are net 30 days. Net terms for periods less than 30 days may result in proposal rejection. (You may offer cash discounts for prompt payment).
- ___ 15. Any technical or descriptive literature, drawings or proposal samples that are required have been included with the proposal.
- ___ 16. Any addenda to this document have been acknowledged and included.
- ___ 17. The envelope has been addressed to: **Town of Southbury, Office of the First Selectman, RFP BODY WORN CAMERA AND IN-CAR VIDEO SYSTEM SERVICES, 501 Main Street South Southbury, CT 06488**
- ___ 18. The envelope has been clearly marked with the proposal number and opening date.
- ___ 19. If additional copies are required as part of your response, make sure the original is clearly marked.
- ___ 20. The proposal is mailed or hand-delivered in time to be received no later than the designated opening date and time. Late responses are **NOT** accepted under any circumstances. Faxed responses are **NOT** accepted. Emailed responses are **NOT** accepted. Please allow enough time if mailing your proposal.

ARTICLE 6 –EVALUATION FACTORS AND PROCESS

1. **Evaluation Criteria:** After determining responsiveness, the Town will identify a preferred vendor by evaluating proposals in accordance with the following criteria and maximum points per each criterion:

RFP Scoring Item		Points
Firm Qualifications		10
Proposed Method of Performance		10
References		5
4.1	Camera Hardware Requirements	10
4.2	Camera Recording/Output Requirements	10
4.3	Uploading and Charging Requirements	10
4.4	System Management and Software Requirements	10
4.5	Implementation and Support Requirements	10
4.6	Company Strategic Plan and Competency	10
Cost Proposal / Fees		15
RFP Maximum Total Points		100

A. Consideration of Information from All Sources: The Town reserves the right to consider information and facts, gained from all sources, including but not limited to the Offeror's proposal, presentations, demonstration, interviews, or references, in the evaluation process.

B. Responsibility to Submit Information: By submitting a proposal in response to this RFP, each Offeror acknowledges, affirms and agrees that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and that the Town is under no obligation to solicit any information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information in its proposal may constitute grounds for rejection of the proposal.

2. **Evaluation Process:** The Town will evaluate based on criteria stated above in the proposal evaluation, field testing and contract award process.

[Remainder of this page intentionally left blank.]

ARTICLE 7 - GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall govern the relationship between the Successful Offeror and the Town absolutely and without exceptions. These General Terms and Conditions are not subject to revisions, exceptions or negotiations and shall be part of the post-award negotiated Resulting Agreement as if specifically set forth therein. The Offeror acknowledges, understands and agrees that in order for its proposal to be accepted for consideration, the proposal shall not contain any reservation or exception to these Terms and Conditions.

1. Agreement Components: The Resulting Agreement between the Town and the successful Offeror is comprised of and includes all the following documents: (a) this **RFP No. 21-SPD-02** issued by the Town, including any addenda (collectively referred to as “**RFP**”); (b) the successful Offeror’s proposal in response to the RFP (hereinafter, “**Proposal**”); (c) the post-award negotiated Contract, including all Exhibits, Schedules and Attachments, either attached to or incorporated into the Contract by reference; and (d) any changes to, amendments, modifications or supplementals of the post-award negotiated Contract in reverse chronological order.

A. Order of Interpretation: If there is a conflict, inconsistency or a discrepancy among and between the terms in the various documents that are part of the Resulting Agreement, the following order of interpretation shall apply:

(1) The terms set forth in the RFP will prevail over a conflicting or inconsistent term between the RFP and the Proposal;

(2) The terms set forth in the post-award negotiated Contract will prevail over a conflicting or inconsistent term between the RFP and the post-award negotiated Contract.

(3) Conflicting terms within or between Exhibits, Schedule(s) and Attachments shall be interpreted by giving priority to the term decided by the Town in its sole discretion.

(4) The successful Offeror shall request the Town’s order of preference among conflicting requirements upon becoming aware of such conflict. The Town reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror’s proposal.

B. Referential Inclusion: References in the Resulting Agreement to an Article or Section shall be deemed to be inclusive of all provisions within such Article or Section [e.g., a reference to Article **5** shall be deemed to include Section **5.A.** and a reference to Section **5.A.** shall be deemed to include Subsection **5.A.(1)**]. In addition, references in the Resulting Agreement to a specific Schedule shall be deemed to include all appendices attached to the referenced Schedule.

2. Status as Independent Contractor: The successful Offeror represents itself to be an independent contractor offering such services to the general public and shall

not represent itself or its employees to be an employee of the Town. Therefore, the successful Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

3. Subcontractors: Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. The Town must approve the successful Offeror's subcontracting any portion of the services to be provided under the Resulting Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Resulting Agreement and shall not be relieved by any non-performance of any subcontractor.

4. Background Checks: Prior to starting any work on this Agreement, the Successful Offeror shall comply with all federal, state and local law applicable to background checks requirement on all personnel, including the Successful Offeror's employees, contractors, subcontractors and other agents, who will perform work at any of the Town Sites and/or have access to the Town's Information Systems Network, as follows:

(1) The Town shall perform its own background checks on all of Successful Offeror's personnel, employees, contractors and subcontractors the Successful Offeror shall assign to the performance of this Agreement, and the Town shall have the right, in its sole discretion, to refuse any Successful Offeror personnel access to any Town Site and/or Town's Information Systems Network in light of the results of the background check performed as provided in this paragraph.

5. Venue: Any legal action, suit or proceeding brought by any Offeror in any way arising out of or relating to this RFP and/or, as applicable, the Resulting Agreement shall be brought solely and exclusively in the State of Connecticut. The Offeror shall not bring any legal action, suit or proceeding in any other jurisdiction against the Town. The Offeror irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this RFP and/or, as applicable, the Resulting Agreement or the subject matter hereof or thereof may not be enforced in and by such court.

6. Ownership of Records: All documents, reports, exhibits, etc., produced by the Offerors at the direction of the Town and information supplied by the Town shall remain the property of Town.

7. Release to Public/Confidentiality: No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of the Town. The Offerors shall not disclose to third parties confidential factual matters provided by Town except as may be required by statute, ordinance, or order of court, or as

authorized by the Town. The Offerors shall notify the Town immediately of any request for such information.

8. Conflict of Interest: Each Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under the Resulting Agreement. Each Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.

Offerors selected for an interview will be provided with the interview panel's content; the selected offerors will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of interview committee members will be released solely for the purpose of preparation of affidavits; the selected offerors shall not directly contact the panel members prior to or immediately following the interview process.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a 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 Southbury is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Town of Southbury.

9. Indemnification: Each Offeror agrees to defend (with counsel chosen by the Offeror with consent of the Town), indemnify and hold harmless the Town, its members, officers, and employees from and against each and every claim, legal action or suit, whether in tort or contract, seeking remedies for any purported liability, losses, damages, and judgments for bodily injury, including death, and property damage, including destruction, arising from matters, actions, activities or operations pertaining to or connected with the Offeror's performance of its obligations under this RFP and, as applicable, the Resulting Agreement.

10. Insurance: Prior to the execution of any contract, the Town of Southbury requires that any awarded contractor or subcontractor providing materials, equipment, or services to the Town must provide to the Town a certificate of insurance (Acord or other approved format) naming the Town of Southbury as additional insured, for the following:

- A. General liability** (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence and \$2,000,000 general aggregate coverage.
- B. Automobile Liability** in the amount of \$1,000,000 (combined single limit), Property Damage, and Bodily Injury coverage
- C. Professional Liability** in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.

D. Worker's Compensation as defined in the Connecticut General Statutes Any subcontractor to a contracted firm shall be likewise covered and shall furnish certificates of coverage acceptable to the Town before starting work. The awarded firm shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to this project, the awarded firm shall maintain coverage for a reasonable period after the date of substantial completion of the project as agreed to by the Town and the awarded firm

11. Non-Appropriation: Any obligation on the part of the Town to pay any amount due under the Resulting Agreement is subject to appropriation by the Town in each fiscal year of funds sufficient to fulfill the terms of the Resulting Agreement. Should the Town fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which the Town's obligation to pay any amount due under the Resulting Agreement applies, the Town's obligation to pay any funds under the Resulting Agreement shall cease immediately without penalty of further payment being required, and the Resulting Agreement will terminate upon written notice to the successful Offeror by the Town that there are no sufficient authorized funds lawfully available to meet the Town's payment obligations as the appropriation was not voted in the annual budget ordinance.

12. Town's Right to Terminate for Convenience: The Town may, for any reason or for its convenience, terminate the Resulting Agreement, in whole or in part, by issuing a written notice of termination to the successful Offeror, which states the effective date of the termination. The Town may reject any or all proposals or submittals for such reason as it may deem proper. In acceptance of proposals or submittals, the Town will be guided by consideration of the interests of the Town. The Town also reserves the right to negotiate further with one or more of the offerors as to any features of their proposals or submittals and accept modifications of the work and price when such action will be in the Town's best interests.

13. Invoicing and Payments: Invoices shall be paid promptly by the Town unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are Net 30 Days from receipt of properly executed invoice(s). If your firm submits a proposal that includes payment schedules based on the completion of designated phases, those stages must be clearly outlined in your proposal. The Town cannot make payments for "execution of contract" (payments due upon contract signing). The Town is tax-exempt and shall not be charged tax.

14. Validity: Unless otherwise noted within a proposal, proposals received in response to this document, including proposed fee schedules, are assumed to be valid and binding for one hundred and twenty (120) days from receipt of the proposal. If an award is not made within such time, the proposal can be deemed to be either no longer valid or can be extended with the mutual consent of the Town and the firms submitting proposals. Documents/reports/data become the property of the Town of Southbury.

Exhibit A

PRICING PAGE

The Offeror shall specify the costs of the equipment and services contained in the proposal using the following template. The Offeror must complete the entire form and show the cost per camera for each component of their solution.

Component	Cost	Number of Units	Total Cost
Body Camera (inclusive of licensing fees)		24	
In-Car Video Camera (inclusive of licensing fees)		12	
In-Car Video Camera Installation		12	
Unit price for camera accessories (mounts, collars, etc.)			
Unit price for evidence transfer managers (docking stations)			
Annual Offsite Data Storage (Cost Per GB)			
Annual price for hardware maintenance and support			
Annual price for software maintenance and support			
Hourly rates for training services			
Docking Station(s)			

Note 1: No travel expense payments and/or reimbursements shall be made to the Successful Offeror for providing any of the services described herein, since it is expected that such expenses are already included and reflected in the price quoted.

Note 2: The table above states the minimum required pricing information. For any additional pricing information, please insert additional lines to the table above, or submit a new table, or attach additional pages, clearly marked "PRICING PAGE".

Company Name: _____

Offeror Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Exhibit B

**NOTICE TO CONTRACTORS
CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE**

The Town of Southbury has recently adopted a Code of Ethics/Conflict of Interest Ordinance. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

ACKNOWLEDGEMENT OF RECEIPT

I have read the above Code of Ethics/Conflict of Interest Ordinance and agree to abide by its terms. (Shown below)

ORDINANCE RECEIVED BY:

Company Name

Signature

Printed Name

Title

Date

Code of Ethics/Conflict of Interest Ordinance

A. Declaration of Policy

1. The proper operation of the government of the Town of Southbury requires that public officers, employees, and members of boards, commissions and committees be independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that public office and employment not be used for personal gain; and that the public have confidence in the integrity of its government.

2. The purpose of this Ordinance is to set forth standards of ethical conduct to assist public officers, employees, members of boards, commissions and committees and persons dealing with them, when they are in the performance of their duties, so as to maintain and enhance a tradition of responsible and effective public service.

3. In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, commission, agency or employee, or any member of any Town board or commission, or for challenging a decision, license, permit or other action of a Town employee, board or commission or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

B. Definitions

The following definitions shall apply to this Ordinance:

1. Conflict of Interest. A conflict of interest shall be deemed to exist if any Town officer, employee, or member of any board or commission has a financial or personal interest, direct or indirect, in any purchase, contract, transaction, or decision involving his office, board, commission or employment. Indirect interest is defined as an interest in which an officer, member or employee might influence a decision or event so as to achieve gain, financial or otherwise, on behalf of a family member, friend or associate or that creates an actual or perceived monetary or personal indebtedness to any party.

2. Financial Interest. A financial interest shall be deemed to exist if:

a. Any such officer, member or employee might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any purchase, contract, transaction or decision involving his office, board, commission or employment; or

b. A business or professional enterprise in which such officer, employee or member has any interest as an owner, member, partner, officer, employee or stockholder or has any other form of participation that will be affected by the outcome of the matter under consideration.

3. Personal Interest. A personal interest shall be deemed to exist if any such officer, member or employee shall have an interest with a person involved in any such contract, transaction or decision by reason of:

a. Relationship within the fourth degree by blood or marriage; or

b. Close business relationship; or

c. An interest that is averse to the interests of the Town with respect to the matter under consideration.

4. Material Conflict of Interest. A conflict of interest shall be deemed to be material where a reasonable person would conclude that the financial or personal interest:

a. is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or

b. would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

5. Public Official. An elected or appointed official, whether paid or unpaid, full or part-time, of the Town.

6. Ethics Commission. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.

C. Disclosure of Conflict

1. Any Town officer, employee, or member of any Town board or commission who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

2. Any member of any Town board or commission who has a conflict of interest, whether or not such conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board or commission, and such disclosure shall be recorded in the board's or commission's minutes.

D. Determination of Materiality

1. In the event that a disclosure or a claim of a conflict of interest with respect to any Town officer or employee has been made to the Board of Selectmen, and the officer or employee does not disqualify himself from matters with respect to which the conflict of interest allegedly exists, the Board of Selectmen promptly shall inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

2. In the event that a disclosure or a claim or a conflict of interest with respect to any member of a Town board or commission has been made to such board or commission, and the member does not disqualify himself from matters with respect to which the conflict of interest allegedly exists, the board or commission shall forthwith determine by a majority of those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

E. Disqualification

If it has been determined that a material conflict of interest exists, the Town officer, employee or member of any Town board or commission who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Town officer, employee or member of any Town board or commission may disqualify himself even though the conflict of interest is not material.

F. Claim of Conflict

If a formal written complaint is made to the Ethics Commission that any Town officer, employee, or member of any Town board or commission has an undisclosed conflict of interest, the Ethics Commission shall record the claim in its minutes.

G. Gifts and Favors

No Town officer, employee, or member of any Town board or commission shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or Compensation or otherwise) for awarding or influencing the award of any decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than \$10.00.

H. Representation

1. Without the prior written consent of the Ethics Commission, no Town employee or public official shall appear for Compensation before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.
2. Without the prior written consent of the Ethics Commission, no present or former Town employee or public official shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.
3. No Town employee or public official shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.
4. No former Town employee or public official who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

I. Independent Contractors

Before hiring any consultant, independent Contractor or other advisor, the officer, employee, board or commission that proposes to hire the independent Contractor shall inquire whether the independent Contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent Contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board or commission). Prior to hiring any independent contractor with a conflict, the officer, employee, board or commission proposing to hire the independent Contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent Contractor should be hired. The decision and the reasons therefore must be a matter of public record. No consultant, independent Contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent Contractor or advisor. No consultant, independent Contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent Contractor or advisor disclose confidential information learned while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

J. Procedure

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been

breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made against individuals formerly in office or formerly employed. Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission. The Ethics Commission is authorized to issue advisory opinions at its discretion.

K. Penalties

1. In addition to any penalty contained in any other provision of law, any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from office or employment, as the case may be, in the manner provided by law.

2. Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable by the Board or Selectmen.

3. Any violation of this Ordinance with respect to any decision of a board, commission or committee shall be subject to any remedies deemed proper by the Board of Selectmen and permitted by law.

4 The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

L. Concurrent Offices

1. No official or employee of the Town, full or part-time, shall serve on any board or commission to which the official or employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, an

official or employee may serve on any board, commission or committee in an advisory capacity.

2. Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Town office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

3. Subject to the restrictions set forth in applicable law and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one office, provided the offices are not incompatible, provided the duties of the offices to which he is appointed may, in the opinion of the Board of Selectmen, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

M. Meetings

1. Members Attendance. Members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.

2. Alternates' Attendance. Alternate members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.

3. Voting. All members or seated alternates of all boards, commissions and committees who have not been disqualified shall vote on all matters upon which a vote is held by such board, commission and committee unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

4. Statement of Reasons. In every case where the action of any board, commission and committee is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

N. Indemnification Certificate:

The successful bidder must submit satisfactory proof of insurance and a signed Indemnification Certificate.

[Remainder of this page intentionally left blank.]

Exhibit C

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (hereinafter "Agreement"), entered into this _____ day of _____, _____, is by and between _____, located at _____ (hereinafter "Successful Offeror") and Town of Southbury, Connecticut, located at 501 South Main Street, Town of Southbury, Connecticut, 06488 (hereinafter "Town").

WHEREAS, Successful Offeror has been engaged by the Town to provide certain products and/or services; and

WHEREAS, in its performance of services for the Town, Successful Offeror may have access to certain confidential or proprietary information or data;

WHEREAS, it is in the interests of the parties that discussions and exchange of information and/or data be carried on in a controlled environment and that confidential and proprietary information or data developed by the parties, or accessed by Successful Offeror or its employees or agents, whether from Town resources directly or from other sources by virtue of the Town having access to such sources, be protected from further disclosure unless the Town approves of its release;

NOW, THEREFORE, for and in consideration of the engagement of Successful Offeror to provide certain products and/or services for the Town, Successful Offeror agrees as follows:

1. In the course of its performance of services for the Town, Successful Offeror will have access to certain information or data which is confidential and/or proprietary, including but not limited to the Town's confidential business and/or other technical information and private data of citizens (hereinafter referred to collectively as "Confidential Information"). Confidential Information may be in written, electronic, photographic or other tangible form, and it may be provided orally or visually. Confidential Information disclosed in a tangible or electronic form may be marked or otherwise identified as such by the Town, but in no event shall the absence of such a mark or identification in any way affect Successful Offeror's obligations hereunder, including without limitation its obligation to treat such information or data as confidential. Successful Offeror shall treat all information or data of which Successful Offeror becomes aware as a result of its engagement with the Town as confidential unless: (a) the information/data was rightfully known to Successful Offeror, without restriction on disclosure, prior to its engagement with the Town; (b) the information/data is or has become generally available to the public, without the fault or negligence of Successful Offeror; (c) Successful Offeror rightfully received the information/data from a third party without a duty of confidentiality; (d) Successful Offeror independently developed the information/data without use of Town's confidential information; or (e) authorized, in writing, by the Town. Confidential Information made available to Successful Offeror may include information of third

parties, and the source of such information or data shall not affect its treatment hereunder.

2. Except as specifically permitted in this Agreement or as otherwise authorized in writing by the Town, Successful Offeror and its employees and agents shall not, at any time, in any fashion, form or manner, whether directly, indirectly or by accident, divulge, disclose, communicate or use, any Confidential Information, or methods of accessing same, that is received, obtained, acquired or developed in association with its engagement with the Town, whether prior to, during or subsequent to its engagement, unless necessary to effectuate the purposes of its engagement with the Town. Successful Offeror's sole purpose for accessing and/or using Confidential Information shall be to perform its contractual obligations to the Town. Successful Offeror is permitted to make exact copies of the Confidential Information but only to the extent necessary to effectuate the purposes of its engagement with the Town.

3. Successful Offeror agrees that any Confidential Information it receives from the Town or accesses by virtue of its engagement with the Town shall be provided only to staff who have an official business need and who have read, understood and agreed to terms substantially similar to those stated in this Agreement. Successful Offeror agrees that when access to Confidential Information results in access to information beyond that which is necessary for the purpose for which access was granted, it will access only the information or data needed for the purpose for which access was given. When Successful Offeror's employees or agents no longer have a need for access to Confidential Information, whether because of termination of employment, reassignment of job duties or otherwise, Successful Offeror shall ensure that access of such employees or agents is terminated.

4. Successful Offeror acknowledges and agrees that it, its employees and agents are bound by all applicable federal and state laws governing confidentiality and/or privacy of information including but in no way limited to individuals' personally identifiable information, e.g., protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

5. The parties hereby acknowledge and agree that this Agreement is subject to, and the parties will act in accordance with, the Connecticut Sunshine Law (Chapter 610, RSMo.). Successful Offeror agrees to immediately notify the Town of any request for information or data concerning or related to Town business received from a third party. Successful Offeror is permitted to disclose the Confidential Information as required by a court or other governmental entity of competent jurisdiction; provided, however, that Successful Offeror shall: (a) where permitted by law, give the Town prompt written notice upon receipt of a disclosure requirement and before the disclosure is made; (b) take reasonable actions and provide reasonable assistance to the Town to ensure confidential treatment of the Confidential Information, at Successful Offeror's cost; and (c) disclose only such Confidential Information as is legally compelled.

6. Successful Offeror agrees not to issue any press release, give or make any presentation, or give to any print, electronic or other news media any information regarding its engagement with the Town without the advance approval in writing by the Town.

7. Successful Offeror agrees that all Confidential Information in its possession as a result of the engagement, including all intellectual property rights therein, at all times remains the sole property of the Town. Nothing herein shall be construed as granting Successful Offeror any rights, express or implied, including without limitation any intellectual property rights, in the Confidential Information, other than the limited right to use it to effectuate the purpose of its engagement with the Town.

8. Successful Offeror's right to access and/or use the Confidential Information shall cease upon completion of its engagement with the Town; however, its obligations hereunder shall survive in perpetuity. Upon completion of its engagement or upon request by the Town, Successful Offeror will turn over to the Town all reports, notes, memoranda, notebooks, drawings, and other information or data developed, received, compiled by or delivered to Successful Offeror and/or its employees or agents, regardless of the source of said Confidential Information. Successful Offeror agrees to return or, with the written consent of Town, destroy all Confidential Information, including all copies, at the conclusion of the engagement or at an earlier date set forth by the Town in its sole discretion. "Destruction" includes the complete purging of all Confidential Information from all computers and back-up media storage. Upon request by the Town, Successful Offeror shall certify in writing that it has complied with its obligations under this section.

9. Successful Offeror, its employees and agents shall not attach or load any additional hardware or software to Town equipment unless authorized by the Town in writing, and will only use those access rights and will only access those systems, directories, information or data authorized by the Town for its/his/her use to effectuate the purpose of Successful Offeror's engagement with the Town. All requests for access must be communicated to the Town's System Administrator.

10. Successful Offeror agrees to transmit Confidential Information only through the use of secure methods and that it shall use the same or a greater degree of care in safeguarding the Confidential Information as it uses for its own confidential information (but no less than reasonable care). Upon the discovery of any disclosure or misuse of the Confidential Information, Successful Offeror shall immediately notify the Town and shall act to prevent any further disclosure or misuse, including enforcing obligations of parties to whom it has disclosed the Town's Confidential Information. Successful Offeror shall be liable for any such unauthorized disclosure or misuse.

11. Successful Offeror agrees to store any Confidential Information it receives in secure, locked containers. Where data is stored on a computer or other electronic media, Successful Offeror must have an appropriate computer security policy that protects Confidential Information from unauthorized disclosure. The computer security policy must include provisions that address the physical security of computer resources; equipment security to protect equipment from theft and unauthorized use; software and data security; and access control. Any access to the stored data, wherever and however stored, must be limited to staff who have an official business need and who have read, understood and agreed to terms substantially similar to those stated in this Agreement. Responsibility for computer security must be assigned to a specific individual or organization, and that assignment must be documented.

12. Successful Offeror agrees: (a) to use the Confidential Information furnished under this Agreement only to effectuate the purposes of its engagement with the Town; and (b) to retain such Confidential Information only so long as necessary to effectuate the purposes of its engagement with the Town.

13. Successful Offeror agrees that if it and/or its employees or agents breaches or threatens to breach this Agreement, in addition to having its engagement with the Town terminated, the Town shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys' fees) for losses and damages resulting such breach or threatened breach. Successful Offeror acknowledges that compensation may not be sufficient and that injunctive relief to prevent or limit any breach may be the only viable remedy to fully protect the Confidential Information. Successful Offeror further understands and agrees that the terms of this Agreement shall survive the term of the engagement, and Successful Offeror will abide by the terms of this Agreement in perpetuity.

14. Successful Offeror shall indemnify and hold harmless the Town from any and all claims, suits, causes of action, damages, and costs of any kind (including attorneys' fees) arising out of or in any way related to Successful Offeror's unauthorized disclosure and/or misuse of Confidential Information.

15. Successful Offeror agrees that it shall not assign any of its rights or delegate any of its obligations under this Agreement without the Town's prior written consent.

16. This Agreement constitutes the entire agreement between to the parties as to the subject matter hereof. It may be modified only by written agreement of the parties. It shall be governed by the laws of the State of Connecticut, without regard to choice of law provisions.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and all of which together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic signature by either party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

By Town of Southbury, Connecticut

Offeror: _____

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit D

Scope of Services

Successful Offeror's RFP shall form the basis of Exhibit F, Scope of Services

[Remainder of this page intentionally left blank.]

Exhibit E

Town Responsibilities

- (1) Provide access to Town staff and management as needed to resolve project issues; and
- (2) Provide access to individuals within the Town staff who have the domain and system expertise needed to facilitate the completion of the project on schedule; and
- (3) Provide access to individuals within the Town staff who have sufficient expertise in the use and operation of the systems and applications within the scope of the project, as needed to stay on schedule; and
- (4) Provide access to the Town's worksite as necessary. Note that this may include access after the normal daytime close of business and potentially on weekends or holidays; and
- (5) Provide office space, workstations, and appropriate software for use by the Successful Offeror; and
- (6) Provide access without charge to the Internet (if appropriate) and to email facilities for Successful Offeror personnel working on-site at Town locations, which will be used in the support of project and administrative duties. The Successful Offeror shall abide by all Town guidelines and policies concerning the use of the Internet; and
- (7) Provide timely maintenance of hardware and network facilities at all times when project work is scheduled; and
- (8) Provide access to current systems, applications, and standards documentation for the systems and applications within the scope of the project; and
- (9) Provide access to current applications software for the applications within the scope of the project, including process models, data dictionaries, and databases; and
- (10) Provide appropriate personnel as representatives of the Town at periodic status meetings; and
- (11) Provide timely response to action items assigned to Town personnel in periodic status meetings; and
- (12) Distribute and install software (if appropriate).

[Remainder of this page intentionally left blank.]

Exhibit F

Successful Offeror's Responsibilities

- (1) Provide access to local Successful Offeror management as needed to resolve project issues; and
- (2) Provide resources to complete the deliverables outlined in this RFP. The resources may work on-site to complete the deliverables defined in the *Scope of Services* for this RFP; and
- (3) Maintain a log of the problems encountered, and provide timely reporting of any problems that have a potentially significant effect on the project schedule; and
- (4) Maintain a log of changes the Town has requested against the specifications, work products, or services within the scope of this project; and
- (5) Analyze requested changes for estimated impact on project schedule and budget, and provide that analysis to the Town within ten (10) calendar days of the receipt of the request, or within a mutually agreed-upon timeframe; and
- (8) Conduct periodic meetings with Town personnel throughout the project life cycle to discuss issues, risks, problems, changes, progress, and status; and
- (9) Maintain a log of action items raised in the periodic status meetings, and provide that log as requested by the Town; and
- (10) Provide timely response to action items assigned to the Successful Offeror in periodic status meetings; and
- (11) Complete the tasks and Deliverables enumerated herein.

[Remainder of this page intentionally left blank.]

Exhibit G

Assumptions

- (1) Office space and facilities will be available for Offeror personnel at the scheduled start of work; and
- (2) All software required for the operation, installation, conversion, and testing of the systems and applications within the scope of this project will have current support licenses sufficient for the analysis and resolution of errors within that software. Offeror personnel with responsibility to correct or work around errors within the software will have access to problem resolution support from the software vendor. In such an event, the Town will have discretion to limit the Offeror's access to the Town's facilities; and
- (3) All hardware and network facilities required for the operation, installation, conversion, and testing of the systems and applications within the scope of this project will operate without detectable error during the project, or will be repaired or replaced in a timely enough manner to allow the continuation of project work without significant schedule delays; and
- (4) Adequate resources will be allocated by both Town and Offeror to ensure all project milestones are completed according to the final accepted schedule; and
- (5) Any requests of personnel to perform tasks outside the scope of normal maintenance will be subject to change control. Any such task request will be reported to the Town for determination of how additional items will be performed; and
- (6) Any resource that leaves the project will be replaced by the Offeror or change control will be used to resolve the reallocation of resources and possible time and cost issues that might result; and
- (7) Requests for an increased level of service under the Resulting Agreement will require evaluation by the Town to determine if change control is required for the Resulting Agreement.

[Remainder of this page intentionally left blank.]

Exhibit H

Change Control Procedures

Changes to the deliverables, level of service, or timeframes that are specified in this agreement and that are for reasons other than the successful Offeror's performance, may result in additional hours being added to the fixed hourly price quote and will be priced on a time and materials basis or as a SOW (Scope of Work) request or an existing SOW modification. The change control process will occur as follows:

- (A)** The Town submits a written change request to the successful Offeror to state the requirements of the request; and
- (B)** The successful Offeror analyzes the cost and schedule impact of implementing the change and submits the estimates to the Town for review. The estimates will include, at minimum:
 - (a.)** An overview of the work necessary to implement the change; and
 - (b.)** The estimated cost basis of resource hours and cost required to do the requested work, including additional travel expenses, if any; and
 - (c.)** The forecast effect that implementing the change will have on the project schedule.
- (C)** The Town and successful Offeror will meet to discuss and prioritize outstanding change requests and to approve plans and costs for change implementation.
- (D)** The successful Offeror, working with the Town, updates the current project plan and SOW to reflect the proposed changes.
- (E)** The Town approves the revised project plan and SOW.
- (F)** The project team members implement the approved changes.

[Remainder of this page intentionally left blank.]

EXHIBIT I

IT Operations Questionnaire

Offeror should answer all the following questions:

1. Does the vendor have failover, redundant or geographically dispersed hosting? Please describe.
2. Does the vendor host production data themselves or use a public cloud hosting service? Please describe.
3. Does the datacenter have redundant power and cooling systems?
4. How is physical access to the hosting environment monitored and managed?
5. How is the network secured?
6. What network connectivity speeds should be expected?
7. Describe the methods which can be used to access the application: VPN, browser, etc.
8. If accessed by a web browser, describe any objects required to be downloaded or installed for system use.
9. Are there any special network configurations required for system access?
10. How does the solution utilize encrypted authentication methods such as SSL for web front ends?
11. How does the solution encrypt data at rest?
12. How does the solution hash or encrypt stored passwords and credentials?
13. How does the solution use role-based access defined by the system administrator to apply and implement least privilege?
14. How does the solution comply with all Federal law regarding PHI, and CJIS data?
15. Describe the procedure to identify security vulnerabilities in testing and production.
16. Have development standards been established to address secure coding practices?

17. Describe the procedure to identify security vulnerabilities in testing and production for mobility users?
18. How does this system handle trusts, SSO integrations or multi-factor authentication?

[This is the end of the RFP]