



The City of Danbury, CT

Request for Proposal

BID TITLE: Bid #03-15-16-04 "RFP – Multi-Factor Authentication System – IT Dept."

PROPOSAL DUE DATE: Wednesday, April 27, 2016

TIME: 2:00 PM

LOCATION: Purchasing Department, City Hall, 155 Deer Hill Avenue, Danbury, CT 06810

Bid Bond or Certified Check required with bid: Not applicable

Performance Bond required if awarded bid: Not applicable

The City of Danbury reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as deemed to best serve the public interest.

Omit State and Federal Taxes

All prices must be FOB Destination (Danbury, CT) unless otherwise specified

Dated in Danbury: April 5, 2016

Purchasing Agent

\_\_\_\_\_  
Charles J. Volpe, Jr.

Pursuant to and in accordance with the Invitation to Bid, Instructions to Bidders, and specifications relating thereto, the undersigned agrees to furnish the material listed at the prices stated below:

Interested parties are requested to submit three (3) copies of their proposal as required in the accompanying Scope of Work document

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Submitted By (signature): \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Signed By (print/type): \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

EXCEPTIONS

Page #	Paragraph	Item Description & Alternate Proposal

## REFERENCES

List Below at least five (5) references for similar projects, including all information requested. THIS PAGE MUST BE COMPLETED. If Bidders wish to keep their references confidential, this page may be removed from the bid package and submitted with the bid in a separate sealed envelope marked "REFERENCES – CONFIDENTIAL". The City of Danbury is not responsible for maintaining the confidentiality of the references unless this procedure is followed.

1) Client \_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

2) Client \_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

3) Client \_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

4) Client \_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

5) Client \_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Bid Title

\_\_\_\_\_  
Street

\_\_\_\_\_  
Bid #

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone #

## Request for Proposal

### Bid #03-15-16-04 "RFP – Multi-Factor Authentication System – IT Dept."

#### Scope of Work

The City of Danbury (COD) is requesting proposals to provide a multi-factor authentication system for restricted access computers and computer systems. The selected solution must easily scale to address the growing needs of the COD. Initially the system will be used to secure the following two separate user groups:

1. Fifteen (15) physical computers and service a user population of up to 150 users (that may use the computers).
  2. Twenty-five (25) remote users using VMWARE's VMVIEW to access applications as required.
- Additional needs may be addressed with the system however the starting point will be with the above user groups.

#### Solution Requirements:

1. System must be capable of using existing RFID fobs already in place and used in the COD's Keyscan Access Control System. The fob part number is "ProxkeyIII #1346LNSBN". Additional information on the fobs: Format C15001, Fixed Field: 900 Genuine HID Product.
2. Initially for user group 1: Fifteen (15) computers will be secured using USB based RFID readers
  - a. Users that are required to use these computers will need to have their fobs programmed in the multi-factor authentication system.
  - b. These users will swipe their fob to gain access to the locked down systems.
3. System must be capable of using soft or hard tokens to provide a multi-factor code. For soft tokens, Android and iPhone platforms must both be supported.
4. Initially for user group 2: Twenty-five (25) users will be provided fob tokens (soft or/and hard) that will provide a challenge code that they will need to enter during logon to remote or office computer sessions.
5. Microsoft 2008 Active Directory Compatibility is required.
6. Integration and installation of all server related equipment and software along with connections to Active Directory controllers.
7. Administrator training for technical staff that will support each solution must be conducted.
8. Hand off of technical support and administration documentation.
9. Solution must have a one year warranty included for support.

#### Evaluation of Responses:

Qualified responses will be evaluated based on the total Price and the Merits of the proposal:

1. Price: 50%
2. Merits of the Proposal: 50%

#### Proposal

Interested parties are requested to submit three (3) copies of their proposal to the Office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury, CT 06810, during normal business hours by no later than 2:00 PM on Wednesday, April 27, 2016.

Envelopes should be marked: Bid #03-15-16-04 "Proposals – RFP – Multi-Factor Authentication System – IT Dept."

The proposals are to include the following:

1. Qualification Data - to include company background, relative work experience, and at least five (5) references with contacts and phone numbers.
2. Work Approach – to include a complete detailing of your firm's proposed solution – include a timeline for work to be performed and any/all requirements on the part of the City.
3. Cost – provide a total system cost – to include a separate cost for annual maintenance.

#### Notes

1. Direct any questions to Mr. Charles Volpe, Purchasing Agent, in writing at E-mail: [c.volpe@danbury-ct.gov](mailto:c.volpe@danbury-ct.gov) or Fax: 203-796-1527 by no later than 2:00 on Thursday, April 14, 2016
2. The City of Danbury reserves the right to reject any or all proposals and to award the contract to the firm deemed to be in the best interest of the City.

## INSTRUCTIONS TO BIDDERS

Sealed proposals will be received at the Office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury, CT 06810 until the time and date specified on the cover sheet. The RFP opening is NOT a public opening. The results will be made available after the RFP is awarded. Proposals received later than the time specified will not be accepted. In the event of the closure of City Hall, bids will be opened on the following day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 60 days unless otherwise noted elsewhere in the bid specifications.

**BID DOCUMENTS:** are available upon receipt of this invitation (if not attached) over the internet at the City's website: [www.danbury-ct.gov](http://www.danbury-ct.gov). Adobe Acrobat reader is required to view this document. If you do not have this software you may download at no cost from Adobe at <http://www.adobe.com>. Businesses without internet access may obtain a copy of the bid by contacting the Purchasing Agent's Office, City Hall, 155 Deer Hill Avenue, Danbury, CT 06810, (203) 797-4571.

**BID BONDS:** if applicable, shall be in the amount of 5% of the total bid made out in favor of the City of Danbury and issued by a Surety company acceptable to the City of Danbury, and must accompany each bid. A certified check in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The City of Danbury will not be held liable for the accrual of interest on any check held by the City in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the City determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded, to execute the same, an amount representing a loss to the City by reason of such failure shall be retained and paid into the City treasury.

**REPLIES:** whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Danbury or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Danbury will be disregarded.

**FREIGHT:** Prices quoted shall be net delivery **F.O.B. Danbury, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided for this bid. Quantities and pricing are to be listed in accordance with these sheets.

**QUESTIONS:** Request for interpretation of any portion of the bid may be made by telephone to the Purchasing Agent at 203-797-4571. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder in the form of an addendum. Bidder should check the City's website for addendums/updates 48 hours prior to the bid opening.

**IDENTICAL BIDS:** In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

**NON-COLLUSION STATEMENTS:** In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

**CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS:** All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information, including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Danbury shall not be responsible for any errors or omissions by the Offeror.

**UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and

reserves the right to obtain that item from another source

**CONTRACT:** A response to an Invitation to Bid (ITB) is an offer to contract with the City of Danbury based upon the terms, conditions and specifications contained in the City's ITB. Bids do not become contract unless and until executed by the City.

**TAXES:** Omit all State and Federal taxes from the bid. The City of Danbury is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

**OWNERSHIP OF DOCUMENTS:** All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Danbury upon completion of the project or any termination of the project prior to the completion of the project.

**PROPOSAL DOCUMENT:** The Vendor may designate those portions of their proposal which contain trade secrets or other proprietary data. If a proposer includes data which is not to be disclosed to the public or which is to be used only for evaluation purposes, the proposer shall mark the title page with the legend:

"This response includes data that shall not be disclosed outside the City of Danbury and shall not be duplicated nor used, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this proposer as a result of, or in connection with, the submission of this data, the City of Danbury shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract and/or by law. This restriction does not limit the City of Danbury's right to use information contained in this data, if it is contained in another source without restriction. The data subject to this restriction is contained in pages (insert numbers or other identification)".

**LEGALITY:** All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

**LANGUAGE DISPUTES:** Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Danbury, provided any such interpretation shall be reasonable.

**RESPONSIBILITY:** The Contractor shall save the City of Danbury, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Danbury, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Danbury (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

**DEFAULT:** It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

**TRADE NAME REFERENCES:** Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Danbury of any discrepancy that is found (i.e. number listed does not fit item description). Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his/her bid exactly what he/she intends to furnish and to furnish with his/her bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that

might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the City's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

**QUANTITY:** The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Danbury or its designated representative based on actual need at the time the purchase orders are placed.

**QUALITY:** The City of Danbury reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

**SAMPLES:** forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Danbury or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Danbury or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. The City of Danbury or its designated agent will dispose of items not picked up within 30 days.

**AWARD:** It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the City of Danbury will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

**OPTION TO RENEW:** This bid, once awarded, may be extended by mutual consent for up to two (2) additional one-year periods.

**BONDS** (if applicable):

**Performance Bond:** The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Danbury and executed by a surety company authorized to do business in the State of Connecticut. The City of Danbury reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit.

**Maintenance Bond:** The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials become evident within one year after completion and acceptance of work will be fixed at no cost to the City of Danbury. The maintenance bond may be included as a portion of the Performance Bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Danbury and issued by a surety company licensed and authorized to do business in the State of Connecticut.

**Labor and Material Bonds:** Pursuant to Section 49-41(a) of the Connecticut General Statutes, as may be

amended from time to time, a project for the construction, alteration or repair of any public building or public work, where the contract award amount is in excess of \$100,000.00, a labor (payment) and material bond in the full amount of the contract must be furnished to the City with a surety or sureties satisfactory to the City. Said bonds shall be filed with the Purchasing Agent on or before the award date. Any such bond shall have as principal the name of the person awarded the contract.

**Consent for Release of Final Payment:** AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

## **INSURANCE:**

**Certificate of Insurance:** All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Danbury Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Danbury, 155 Deer Hill Avenue, Danbury, CT 06810, its subsidiaries, employees, volunteers, directors & officers as the "additional insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

**Workman's Compensation Insurance:** The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

**Liability Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

**Vehicle Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Danbury as relates to the contract.

**Additional Security:** The City of Danbury reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Danbury, its property and goods.

**PERMITS:** The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Danbury reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Danbury planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

**PREVAILING WAGE:** When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

## **SAFETY:**

**Machine and/or Equipment Hazard Assessment and Safety Training:** Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session, which will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

**Occupational Safety and Health Act of 1970:** Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Danbury, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

**Machines and/or Equipment Lockout/Tag out:** In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tag out devices as prescribed by OSHA.

**Toxic Substance Control Act (PL94-469):** Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Danbury under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

**Hazardous Materials:** Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated there under and will further comply with any special requirements and any policies and procedures of the City of Danbury relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

**Material Safety Data Sheets:** Shall be provided by the Seller upon delivery to the City of Danbury of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

**Asbestos:** Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

**SUBCONTRACTORS:** The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Danbury or its designated agent.

**EEO:** The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Danbury. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

**TERMINATION OF CONTRACT:** Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

**The City of Danbury reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the City's judgment, will best serve the public interest.**

The terms and conditions of these "Instructions to Bidders" are made a part this bid.

**City Required Contract Provisions Required to be Included in all Software, Cloud Based Storage Related Agreements:**

**INSURANCE.** Vendor shall procure and maintain for the duration of the Agreement, the following insurance coverage as will protect Invoice, the City and any subcontractor performing work covered by this Agreement, from any claims for damages for personal injury, including but not limited to accidental or wrongful death, as well as claims for property damages, claims for cyber damages, which may arise from operations under this Agreement whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of insurance shall be in the following limits:

PROFESSIONAL LIABILITY INSURANCE, WHICH SHALL INCLUDE CYBER LIABILITY INSURANCE, IN THE LIMITS OF NO LESS THAN \$1,000,000 PER OCCURRENCE, AND \$2,000,000 AGGREGATE.

WORKERS COMPENSATION INSURANCE WITH LIMITS FOR COVERAGE A AT STATUTORY LIMITS – STATE OF CONNECTICUT AND COVERAGE B EMPLOYERS LIABILITY \$1,000,000 EACH ACCIDENT AND POLICY LIMIT AND DISEASE EACH EMPLOYEE, OR A WAIVER OF THE ACT (G.S. 97-93) IF THE AMBULANCE BILLING SERVICE HAS LESS THAN FOUR EMPLOYEES AND DOES NOT CARRY WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.

COMMERCIAL GENERAL LIABILITY INSURANCE FOR A COMBINED SINGLE LIMITS OF NO LESS THAN \$3,000,000 EACH OCCURRENCE AND \$3,000,000 AGGREGATE.

EXCESS LIABILITY INSURANCE COVERAGE IS IN ADDITION TO THE LIMITS EXPRESSED ABOVE, COVERAGE IN THE MINIMUM AMOUNT OF \$5,000,000 PER CLAIM AND IN THE AGGREGATE.

INSURANCE POLICIES, EXCEPT WORKERS COMPENSATION, SHALL BE ENDORSED TO DEMONSTRATE THE CITY OF DANBURY AS AN ADDITIONAL INSURED, AS THEIR INTEREST MAY APPEAR, AND TO AMEND CANCELLATION NOTICE TO THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION OR CHANGE, PURSUANT TO CONNECTICUT LAW.

COPIES OF ORIGINALS OR CORRESPONDENCE, CERTIFICATES, ENDORSEMENTS, OR OTHER ITEMS PERTAINING TO INSURANCE SHALL BE SENT TO:

CITY OF DANBURY, RISK MANAGEMENT DEPARTMENT ATTN: DANIEL GARRICK, 155 DEER HILL AVENUE, DANBURY CT 06810, AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY FOR ADEQUACY OF PROTECTION. RENEWAL CERTIFICATES COVERING THE RENEWAL OF ALL POLICIES EXPIRING DURING THE LIFE OF THIS AGREEMENT SHALL BE FILED WITH THE CITY NOT LESS THAN TEN (10) DAYS BEFORE THE EXPIRATION OF SUCH POLICIES

**IDENTITY THEFT INSURANCE, THIRD PARTY CREDIT MONITORING.** If a Vendor security breach should occur, Vendor shall, notify all persons who have provided credit card information to Vendor and the City of the security breach in writing. Vendor shall notify all persons affected by the security breach of the availability of third party credit monitoring service protection and identity theft insurance and advise them that such services are available at their request, for a period of one (1) year. All such protection shall be made available at the Vendor's sole cost and expense.

**INDEMNIFICATION AND HOLD HARMLESS DIRECT DAMAGES.** Vendor will be liable for actual direct damages incurred by Client as a direct result of the gross negligence, negligence, willful misconduct, or failure to exercise reasonable care in the provision of its services. Vendor will defend, indemnify, and hold harmless the City, its officers, employees, boards, commissions, departments or agents against any liability, claims, judgments, losses, expenses, damages, injuries, fees and other costs, including reasonable attorney's fees, for the loss of life, personal injury or property damage arising from, caused by or claimed to have been caused by Vendor's acts or omissions.

**SECURITY AND INDEMNIFICATION.** Vendor recognizes that in the course of performing its duties that it may be transmitted confidential information including but not limited to social security numbers, credit card information, addresses, phone numbers, date of birth. Vendor acknowledges that it is solely responsible for providing all necessary industry standard encryption security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Vendor shall provide all industry standard encryption security software to ensure that any confidential information it obtains and/or transmits is protected from access, disclosure and/or use by any unauthorized third parties. In the event that a security

breach, should occur, Vendor agrees to defend, indemnify and hold City, its officers, employees, boards, commissions, departments or agents harmless from any claim or demand, including unauthorized access, disclosure, and/or use of confidential information by its respective employees, agents, contractors and/or subcontractors, (including attorney fees) resulting from said breach and Vendor shall pay all costs and damages finally awarded in any such action.

**COPYRIGHT AND INDEMNIFICATION.** Vendor will defend, indemnify, and hold City, its officers, employees, boards, commissions, departments or agents harmless from any claim or demand (including attorney fees) made by any third party alleging Vendor infringes any third party's copyright or patent of the United States of America, and Vendor will pay all costs and damages finally awarded in any such action.

**COMPLIANCE.** Vendor shall at all times comply with all federal and/or state and/or local laws, rules and/or regulations, including but not limited to the Fair Debt Collection Practices Act, Connecticut General Statutes Section 36a-645, et seq. Creditors' Collection Practices, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), if applicable, and agrees to indemnify and hold City, its officers, employees, boards, commissions, departments or agents, harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from any violation of local, state and/or federal laws rules and/or regulations.

**RECORDS.** Vendor shall retain all records, together with supporting or underlying documents and/or materials including, paper and/or electronic and scanned images memorializing billing and/or, collection reports and data, confidential information, including personal health information, for a minimum period of seven (7) years from the effective date of this Agreement, in accordance with all applicable laws including HIPAA, and State of Connecticut records retention laws, if applicable. In the event that Vendor requests permission from the Public Records Administrator to destroy records pursuant to the applicable law including relevant provisions of HIPAA and the applicable Connecticut General Statutes, including Sections 11-8 through 11-8c and all applicable Regulations, Vendor shall promptly provide City with written certification that all proper procedures have been followed. Any costs associated with the return and/or destruction of records shall be borne by Vendor.

**OPERATING SYSTEM AND EQUIPMENT FAILURE.** Vendor shall provide an operating system that will ensure a complete and uninterrupted flow of service, excluding regularly scheduled maintenance. In the case of breakdown or failure of equipment, Vendor shall have commercially reasonable protocols implemented to avoid breakdown or failure of equipment. In the event of a breakdown, Vendor shall follow a pre-established protocol. The Vendor's Data Recovery Plan which shall be provided to the City's IT Department for review and approval prior to the execution of any agreement.

**GOVERNING LAW.** This agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws. Any dispute regarding this Agreement will be resolved by litigation in a court of competent jurisdiction in the State of Connecticut. Vendor consents to personal jurisdiction over it by federal and state courts in Connecticut.

**SUBCONTRACTORS.** Vendor may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Vendor. Upon written notification by Vendor of its intent to subcontract any portion of its obligations under this Agreement, City reserves the right to approve all subcontractors. All subcontractors shall agree to assume the same obligations to the City as Vendor is assuming pursuant to this Agreement and the City shall have the right to review and approve the language of every subcontract prior to its effectiveness.

**NON-APPROPRIATIONS OF FUNDS CLAUSE.** In the event that no funds or insufficient funds are appropriated and budgeted for payment of the City's obligations under all or part of this Agreement, and funds are otherwise available by any means whatsoever for any fiscal period in which payments are due under this Agreement, then the City shall, not less than sixty (60) days prior to the end of the fiscal period for which funds have been appropriated, notify Vendor in writing of such occurrence. This Agreement shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the City of any kind, except as to (i) the portion of the payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) the City's other obligations and liabilities under this Agreement relating to, or accruing or arising prior to such termination.

**SAMPLE FORM**

Bid # \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ being first duly sworn, deposes and says that:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted the attached request for bid for \_\_\_\_\_;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Danbury or any person interested in the proposed bid; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

My commission expires \_\_\_\_\_

**SAMPLE FORM**

Bid # \_\_\_\_\_

**CONSENT OF SURETY COMPANY TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER:

TO: City of Danbury  
 Attn: Purchasing Agent  
 155 Deer Hill Avenue  
 Danbury, CT 06810

CONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In accordance with the provisions of the contract between the City of Danbury and the contractor as indicated above, the (insert name & address of Surety Co.)

\_\_\_\_\_, SURETY COMPANY on bond of

(insert name & address of Contractor) \_\_\_\_\_

\_\_\_\_\_, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the surety Company of any of its obligations to the City of Danbury as set forth in the Surety Company's bond.

Subscribed and sworn to before this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
 Surety Company

\_\_\_\_\_  
 Authorized Representative's Signature

\_\_\_\_\_  
 Title

## BID SUBMITTAL CHECKLIST

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH YOUR BID SUBMITTAL:

- BID COVER SHEET – WITH YOUR COMPANY INFORMATION COMPLETED
- PROPOSAL SHEET(S), IF SEPARATE FROM THE BID COVER SHEET
- EXCEPTIONS PAGE
- REFERENCES PAGE
- CERTIFICATE OF INSURANCE – PLEASE REMEMBER THAT THE CITY OF DANBURY IS TO BE LISTED AS AN ADDITIONAL INSURED ON THE POLICY
- NON-COLLUSION AFFADAVIT
- DESCRIPTIVE PRODUCT LITERATURE

**PLEASE NOTE REPLIES:** whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Danbury or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Danbury will be disregarded.