



Northeastern Connecticut Transit District

125 Putnam Pike (PO Box 759)
Dayville, CT 06241

860-774-3902
nectd.org

Request for PROPOSALS

The Northeastern Connecticut Transit District (NECTD) is accepting proposals from qualified firms with experience in providing and installing an **On-Board Video Surveillance System** on transit buses, to include, but not limited to, the installation and induction of equipment, software and service.

All proposals must be submitted by 2:00 P.M., March 17, 2017. Please reference the RFP document(s) for submission requirements.

All proposal responses should be mailed or delivered to:

Northeastern Connecticut Transit District
Attn, John Filchak, Executive Director
125 Putnam Pike
PO Box 759
Dayville, CT 06241

RFP Number 17-1

NECTD is an Equal Opportunity Employer

Public Transportation for EVERYONE

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Introduction

Established in 1978, the Northeastern Connecticut Transit District (“NECTD”) is the public transportation provider for northeastern Connecticut. Our rides are available for all residents and visitors to our region. NECTD provides two types of service: deviated fixed route and dial-a-ride for elderly and disabled persons. The deviated fixed route service operates Monday - Sunday with various scheduled stops located throughout the service area. The elderly and disabled service, which provides door-to-door service, is also available Monday-Friday by reservation with NECTD.

NECTD is operated by the member towns of Brooklyn, Killingly, Putnam, and Thompson. NECTD serves, in addition to its member towns, the towns of Eastford, Plainfield, Pomfret, Woodstock, and Union. The day-to-day administration of NECTD is done by the Northeastern Connecticut Council of Governments.

NECTD serves a range of needs for people living in and visiting northeastern Connecticut. For some it is their link to medical care and basic needs. For others it is a way to work, shop, or to visit friends. NECTD operates a fleet of ten buses:

Year	Bus #	Type	Size	Seating Capacity
2010	23	Ford Startrans Senator	20'	10/2
2010	24	Ford Startrans Senator	25'	20/2
2010	25	Ford Startrans Senator	25'	20/2
2010	26	Ford Startrans Senator	25'	20/2
2010	27	Ford Startrans Senator	25'	20/2
2008	18	Ford Supreme	20'	12/2
2008	19	Ford Supreme	27'	20/2
2008	20	Ford Supreme	20'	12/2
2008	21	Ford Supreme	25'	16/2
2008	22	Ford Supreme	25'	16/2

Each bus is equipped with a wheelchair lift located on the passenger side rear of the vehicle.

ARTICLE I – **GENERAL INFORMATION and INSTRUCTIONS for PROPOSERS**

1. The Northeastern Connecticut Transit NECTD (“NECTD”), will entertain Proposals from interested firms to provide an on-board video system that offers interior and exterior cameras with audio feeds in a comprehensive layout for NECTD’s ten transit vehicles as well as services consisting of installation of and training on the system, as described in more detail in Exhibit A, attached hereto and made a part hereof.

Those firms responding to this Request for Proposal (RFP) shall demonstrate that they possess those qualifications as described in Exhibit B, attached hereto and made a part hereof. NECTD, at its sole discretion, shall determine which, if any, Proposal is in the best interest of NECTD. Nothing contained in this RFP is to be construed as creating any right in any Proposer and NECTD may reject any or all of the Proposals received without prejudice.

NECTD will enter into an agreement with the selected Proposer. A copy of the form of the agreement (the “Agreement”) is included with this RFP as Attachment A.

NECTD, upon a minimum of sixty (60) days’ notice prior to expiration of the Agreement, may require that the Agreement be temporarily extended on a month to month basis to the date of commencement of any successor Agreement, unless such temporary extension is deemed not to be in the best interest of NECTD. All other terms and conditions of the Agreement will continue to be applicable during any such temporary extension.

2. The Proposer waives any right it may have to bring any claim, whether as damages or equity, against NECTD, its agents and employees, with respect to any matter arising out of any process associated with the RFP.
3. Proposals are subject to the requirements and policies herein contained, the laws of the United States of America, and the conditions, practices, regulations and laws of the State of Connecticut and the conditions, practices and regulations of NECTD.
4. The selected Proposer shall be required to comply with all applicable equal opportunity laws and regulations of the State of Connecticut.

Proposals must be submitted in writing on the attached Proposal Forms [shown as Forms 1 through 4 of this RFP], with any additional information the Proposer may deem necessary to demonstrate to NECTD its financial strength, business reputation, reliability and any other attributes it considers important to the selection.

Please note that the requirements contained herein should be construed as a minimum only. Innovative modifications that may be in NECTD’s best interest will be considered during the Proposal evaluation process.

By submitting a Proposal, the Proposer agrees that the company does not appear on the U.S. Department of Transportation list of ineligible contractors for federally assisted projects and, upon request, shall provide certification to that effect.

No Proposal will be accepted from, or an Agreement awarded to any person, firm, or corporation that is in arrears or is in default to NECTD upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to NECTD. Additionally, no Agreement shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contracts or agreement with NECTD.

5. Proposals shall be mailed or delivered so as to be received no later than 2:00 p.m. Eastern Standard Time on March 17, 2017 to:

**Northeastern Connecticut Transit District
PO Box 759
125 Putnam Pike
Dayville, CT 06241
Attention: Executive Director**

Proposals must be sealed and identified as "RFP Response 17-1". See Article II of this RFP for specific submittal instructions.

Proposers Responses shall be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the Proposal is due. The name and address of the firm shall also appear on the envelope.

Proposals received after that time and date will not be considered.

6. The issuance of this RFP and receipt of the Proposal by NECTD in no way commits NECTD to any contractual agreements. NECTD will not be liable for any expenses incurred by a Proposer in preparing a Proposal. NECTD reserves the right to reject any and all Proposals.
7. NECTD reserves the right to waive technical defects in Proposals, to reject any and all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or a part of the Proposal, although not the low Proposal, that in its judgment will be in the best interest of NECTD.
8. NECTD also reserves the right to amend final terms and conditions of the applicable Agreement, when issued, with the selected Proposer, and to reject any or all Proposals without cause or liability and to accept that Proposal which will, in its opinion, best serve the public interest and NECTD.

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9. The selected Proposer will be given five (5) business days from the date of receipt of the Agreement for review and signature. If, by the end of that five (5) business days period, NECTD has not received the executed Agreement along with any initialed and dated amendments to the Agreement that may be required by NECTD, the necessary insurance certificate, and corporate resolution, if needed, from the selected Proposer, NECTD may, at its option, rescind the selection and proceed with selection of another Proposer, if so desired. In such event, the previously selected Proposer shall have no recourse against NECTD.

10. All Proposals in response to this RFP are to be the sole property of NECTD, and subject to the provisions of the Connecticut Freedom of Information Act ("FOIA"). Proposals will not be returned to the submitting Proposer at any time.

The Proposer understands that due regard will be given for protection of propriety or confidential information contained in all Proposals received.

However, Proposers should be aware that all materials associated with the procurement are subject to the terms of FOIA and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for Proposers to merely state generally that the Proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that a Proposer believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with FOIA must accompany the Proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

11. The Proposer agrees that at any time, including but not limited to contract negotiations, when requested by NECTD, additional cost information and Proposer financial statement data will be provided.

12. By responding to this RFP, the Proposer implicitly states that the Proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

13. The Point of Contact (POC) for this RFP is:

John Filchak, Executive Director
NECTD
125 Putnam Pike, Dayville CT 06241
860-774-1253
john.filchak@neccog.org

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14. Each Proposer is responsible for making sure it gets the information it needs to make a responsible Proposal that allows it to execute the Contract if it is awarded the Contract. **Information requests are to be made in writing to John Filchak, Executive Director prior to the end of business on March 3, 2017.** A written request does not in any way diminish a Proposer's responsibility to get the information it needs to make a Proposal.

Any questions or comments concerning this RFP must be directed only to the NECTD Executive Director in writing. NECTD will attempt to reply, in writing, to any written questions that it receives within four (4) business days of receipt. NECTD does not guarantee that Proposers will receive responses to questions by any particular date. Copies of pertinent questions and related replies will be posted on NECTD.org. All verbal communications by any person regarding this RFP are to be considered as not binding.

Any modification to the RFP will be made by Addendum. Any Addendum will be mailed to all persons that have requested this RFP. Each Proposer shall confirm prior to submitting its Proposal that it has received all Addendum.

15. NECTD is the issuing source for this RFP. The successful Proposer will be expected to sign an Agreement with NECTD.
16. The successful Proposer must execute the Agreement in the form attached as Attachment A to this RFP. The terms, conditions and provisions of the Agreement are incorporated into and made a part of this RFP. Each Proposer should be thoroughly familiar with all the terms, conditions and provisions of the Agreement.

ARTICLE II - **SUBMITTAL INSTRUCTIONS**

1. Eight (8) identical copies of the Proposal shall be complete in all respects and typed. Each copy must include the items described in Exhibit B and in addition, these items.
 - a. Cover Letter,
 - b. Proposal Statement, Form 1,
 - c. Proposer Qualifications and Related Services Questionnaire, Form 2,
 - d. Cost Proposal, Form 3,
 - e. Non-Discrimination Certification, Form 4, and
 - f. Information on Goods containing recycled materials.
2. COVER LETTER: Introduce the Proposer and provide a narrative description of the Proposal. The Proposal must include information to indicate whether or not the Proposer has ever been declared bankrupt. If applicable, indicate the date, court jurisdiction, amount of liabilities and amount of assets.
3. PROPOSAL FORMS: Complete the Proposal Forms, Forms 1 through 4, of this RFP. Include on the forms the legal name of the Proposer and its principal place of business.

On Form 3, dollar values shall be clearly listed in U.S. currency and dollar values shall be stated both in words and numerical figures. Costs entered on all forms shall include labor, material, overhead, profit and any and all other associated expenses unless indicated otherwise.

The services requested in this RFP covers all personnel, equipment and services required to complete the services described in this RFP, and shall also incorporate any other labor, goods, materials, supplies, overhead, taxes and profit of the Proposer, and the Proposal Price shall be "all-inclusive." NECTD shall be responsible for no other charges other than the prices set forth on Form 3.

Proposals shall be signed by the person, or persons, legally authorized to bind the Proposer to a contract.

No charge will be allowed for federal, state, or municipal sales and excise taxes since NECTD is exempt from such taxes. Exemption certificates, if required, will be furnished.

All Proposal documents requiring an authorized signature must be uniformly signed by the same authorized person (i.e., spelling of name along with title and date) where applicable.

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4. COST PROPOSAL: Complete and submit the attached Form 3 by entering, in the appropriate spaces, the cost to be charged for all elements of this contract. If there is a discrepancy between the two stated amounts, only the written amount in words shall be considered. The cost Proposal remains valid for ninety (90) days after the date of submission.

5. CONTRACT CERTIFICATIONS. Non-discrimination certifications must be included with the Proposal. The instructions and forms are also available at the State of Connecticut, Office of Policy and Management Internet site at:

www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

6. The Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, requires NECTD to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, direct that for contracts of \$10,000 or more with NECTD, NECTD specify a competitive preference for products containing recycled materials identified in those EPA guidelines. For information about EPA's recovered materials advisory notices, see EPA's Web site: <http://www.epa.gov/cpg/backgrnd.htm>. If the Proposer is submitting a Proposal for Goods that contain recycled materials, the Proposer should include such information with its Proposal for Goods.

ARTICLE III - **EVALUATION of Proposals**

1. General: This RFP invites qualified firms to respond to the scope of services and goods described in Exhibit A. In preparing the response, Proposers are reminded to adhere to the instructions stated herein.

NECTD will be evaluating each response in its totality with all elements contributing to the overall value of each response. Each response will be assessed by NECTD in relation to the standards and criteria stated herein, and to other competitive responses and NECTD reiterates its sole right to make its determination without condition based on factors it believes are deemed appropriate to award an Agreement.

2. Criteria: Each Proposal will be screened and evaluated as described in Exhibit C, attached hereto and made a part hereof. In addition, NECTD reserves the right to invite any or all responsive Proposers for an interview. The evaluation of the written Proposal and the interview process will be used to select the successful Proposal.

ARTICLE IV - **Proposal SCHEDULE**

NECTD expects to adhere to, but reserves the right to modify, the following schedule:

RFP SCHEDULE	
Advertise RFP:	February 6, 2017
Written questions received through:	March 3, 2017
Respond to questions by:	March 10, 2017
Submittal deadline	March 17, 2017
Interviews (if applicable)	March 20, 21, 2017
Evaluation of Proposals on or about:	March 23, 2017
Proposer selection on or about:	March 24, 2017
Agreement negotiation completed between Parties by:	April 14, 2017
Execution of Agreement by the Proposer by:	April 21, 2017
Award Announcement:	April 18, 2017
Execution of the Agreement by NECTD:	April 19, 2017
Agreement Starting Date:	May 1, 2017 or earlier if agreed
Completion of Installation and System Fully Operational	July 1, 2017

PROPOSAL FORMS

As listed in Article I - GENERAL INFORMATION AND INSTRUCTIONS FOR Proposers and explained in Article II - SUBMITTAL INSTRUCTIONS, all Proposal Forms must be submitted with the Proposal.

EXHIBIT A
**DESCRIPTION OF GOODS AND
SCOPE OF SERVICES**

The on-board surveillance system sought are to be installed on each of the NECTD's vehicles to meet the existing and future needs in operating the NECTD in a more secure and safe manner. The system should provide maximum feasibility for expansion of capabilities as technologies expand and the NECTD grows. Specific objectives for the system include:

- ▶ Enhanced safety and security for employees and passengers
- ▶ Incident investigation and management via video playback
- ▶ Enhanced driver training capability via availability of real time video.
- ▶ Provide an infrastructure of trained personnel, support staff, documentation, and resources to support and maintain the system to remain stable and reliable

This project requires the selected Proposer to provide and install video surveillance camera system hardware, software, and other related components on the NECTD's 10 vehicles.

Year	Bus #	Type	Size	Seating Capacity
2010	23	Ford Startrans Senator	20'	10/2
2010	24	Ford Startrans Senator	25'	20/2
2010	25	Ford Startrans Senator	25'	20/2
2010	26	Ford Startrans Senator	25'	20/2
2010	27	Ford Startrans Senator	25'	20/2
2008	18	Ford Supreme	20'	12/2
2008	19	Ford Supreme	27'	20/2
2008	20	Ford Supreme	20'	12/2
2008	21	Ford Supreme	25'	16/2
2008	22	Ford Supreme	25'	16/2

Each bus is equipped with a wheelchair lift, located on the passenger side rear of the vehicle, and associated area sized to accommodate up to two standard wheelchairs.

The Proposer will have the responsibility of furnishing and installing the software and hardware to provide the required functionality of the system. All equipment provided for the transit vehicle shall be new, not used. The Proposer will have the responsibility of testing the system after implementation. Proposers shall provide the full capabilities and specifications of the hardware. The Proposer will provide support services and training for the NECTD's personnel in using and maintaining the system. It is the responsibility of the Proposer to include in their proposal all recommended software/hardware specifications/requirements necessary to implement a fully operational complete system in accordance with the objectives presented within the RFP.

All software applications must have the ability to use a security control mechanism to authorize users (e.g., Windows Authentication based upon Active Directory setup). The methods used for encrypting stored passwords, and video clips and images must be disclosed. Industry standard encryption methods utilizing at least 256 bit encryption techniques are required. The Proposer must disclose the provisions to secure the database in its proposal. Any vulnerabilities or exploits discovered by the Proposer or others for the proposed application must be reported to NECTD immediately with a proposed mitigation strategy.

System Specifications

There shall be a minimum number of cameras for each bus strategically placed to maximize coverage of the interior of the bus. Each bus's system of cameras shall be considered one (1) unit. Cameras angles should focus on capturing the following areas:

- ▶ Driver, farebox, and entrance area
- ▶ Front facing the rear (interior)
- ▶ Rear facing the front (interior)
- ▶ Windshield driver view
- ▶ Front curbside, exterior (rear facing)
- ▶ Wheelchair lift facing curbside
- ▶ Priority bus seating

The selected Proposer shall propose a color camera with a high quality video resolution and high quality audio to capture driver and customer interactions at the front entrance, passenger seating areas and wheelchair lift area. Cameras, at a minimum, should:

- ▶ Have 420 - 700 TV lines of resolution
- ▶ Be operational during day/night
- ▶ Be resistant to tampering, vandalism, and theft
- ▶ Be operational in low-light conditions
- ▶ Contain scratch-resistant, anti-glare, impact-resistant lenses
- ▶ Contain an appropriate lens width to have full view of the priority bus seating areas
- ▶ Be stable and free of vibration
- ▶ Include built-in microphones on at least one camera

- ▶ Receive power directly from the DVR

DVR System Hardware: Per vehicle, the selected Proposer shall propose a digital video recorder (DVR) capable of recording at least 4 video channels with audio simultaneously. The Proposer will be responsible for: identifying an appropriate cavity for the DVR, ensuring the security of the DVR and securely mounting the DVR. The DVR, at a minimum, should also:

- ▶ Support a minimum of one (1) "swappable" 500 GB removable hard drive. A total of 1 hard drive must be provided with the camera system
- ▶ Be compatible with removable hard drives up to 1TB
- ▶ When inserted, the hard drive should automatically connect and synchronize to the DVR operating system with no additional formatting required
- ▶ Be mountable either vertically or horizontally
- ▶ Be switched on/off automatically by vehicle ignition with the ability to continue recording at least 15 minutes after shutdown
- ▶ Be capable of streaming real-time video over wireless network for review by administrative staff
- ▶ Be able to transfer recorded video and audio through automatic download over wireless network, connection to a PC or laptop via USB, and/or removable disk
- ▶ Contain a vandal- and shock-resistant covering with lock accessible by authorized personnel only.
- ▶ Have a composite audio/video connection for an optional on-board monitor
- ▶ Have no active controls on the front panel of the DVR to be tampered with or damaged
- ▶ Be capable of recording and tagging events and incidents in response to vehicle break-ins, hard braking, and incidents activated by the driver for later review
- ▶ Imprint on the video the time, date, and camera location within the vehicle
- ▶ Be wireless ready for use on any IP network

The system software should:

- ▶ Monitor camera systems on the entire fleet for each partner agency
- ▶ Include capabilities to access live and recorded video over network
- ▶ Allow administrative staff to review streaming video simultaneously
- ▶ Allow viewing of multiple video channels simultaneously
- ▶ Provide health reports on the status of cameras, DVRs, hard drive, or other issues
- ▶ Be easy to navigate through playback controls
- ▶ Be able to easily create specific search criteria by selecting a combination based on the following: date, time, location, vehicle number, incident/event, thresholds, and geofences
- ▶ Encrypt video files for added security
- ▶ Equipped with GPS and GPS antenna and a means of synchronizing with actual time.
- ▶ Allow video clips, portions of clips, or images to be saved for review by external agencies

- ▶ Be compatible with any GPS receiver with geofencing capabilities

The Proposer shall provide a central video surveillance system which must include video playback, real-time streaming, and video archival and management functions. The central system shall be installed at servers/locations designated by NECTD. The central system shall be connected to NECTD's LAN. The system software shall be capable of being run over the NECTD's LAN so that it can be accessed by remote NECTD staff. The central system shall manage the downloading and installation of DVR software upgrades and patches via the bulk data transfer software and the new Wireless Local Area Network (WLAN) infrastructure. The Central system shall manage the download of video files based on NECTD input using NECTD's WLAN. The Proposer must specify the minimum and preferred system configuration for workstations and laptops that will be accessing the central system over the NECTD's LAN.

The video playback system shall allow secured (password-protected) access only to authorized users and the chain of custody. The system shall allow the user to select for display, on a single monitor in a split-screen format, the time-synchronized video recorded by a particular DVR from some or all of the on-board cameras. The system shall adjust the size of the selected video images to ensure that all portions of each video frame are visible on the monitor. The system shall allow users to play video in forward or reverse video playback modes. The system shall allow users to vary the playback speed over a range of at least 1/4x and 4x speed. The system shall allow users to step through the video playback one frame at a time and rest on any given frame indefinitely. The system shall allow the user to immediately jump to the beginning or end of recorded video on the hard drive. The system shall allow the user to immediately jump to the beginning of each flagged video segment on the hard drive.

Installation

The selected Proposer shall provide installation of all hardware, software, and other components necessary to ensure a fully functional and operational system prior to acceptance of payment. The start date of installation shall begin on a date agreed between NECTD and the successful Proposer. A timeline for installation should be noted included in the RFP submittal.

Testing and Acceptance

The selected Proposer shall perform testing on all installed camera systems to ensure all vehicles in service have a fully functioning audio and digital recording system that is viable and retrievable. The successful completion of a performance test and an operability test without flaws is needed before final acceptance of each installed system.

The operational test will consist of a two-week trial period which will test the system under full operational conditions to ensure the performance requirements are met and to measure the system's reliability. This test will commence when all systems have been installed. During the

operability test, NECTD will operate the system per normal operations and document system deficiencies and non-compliance issues. NECTD will notify the Proposer of any issues that may arise during the trial period. The Proposer must resolve issues during the trial period. Any major issues that cannot be corrected within 24 hours, impair any aspect of the camera system, or require the replacement of hardware or software will reset the two-week trial period. The operability test will be considered complete and successful when the two-week period has been completed with no major issues and all minor issues have been resolved.

Training and Technical Support

Software support during the warranty period shall include technical support for all proposed hardware and software, with a 24x7 support line, as well as providing, licensing, installing and integrating all released software patches and updates for the proposed solution. For on-site support, the proposal shall include a list of the support firms, their support responsibilities and the response arrangements. Trainings shall incorporate:

- ▶ “Train the trainer” approach to ensure success of future internal training by administrative staff
- ▶ Instruction on operating the system including software and equipment familiarization and troubleshooting basic repair, technical concerns, and maintenance schedules
- ▶ Materials to aid in the training of select staff, such as equipment and maintenance manuals, drawings, etc.

The Proposer must include the number and type of proposed trainings in the submitted proposal.

The Proposer shall arrange for support from one or more qualified firms to be available on-site on a four-hour response basis when needed by NECTD to assist with fault diagnosis or component replacement. For system issues that do not require on-site support, a one-hour response time must be guaranteed by the Proposer. If a support firm does not respond within the agreed-to response timeframe, or when a support firm is not able to provide the needed support, the Proposer shall provide, during the warranty period, supplementary support in accordance with an agreed-to escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Proposer providing on-site support if needed. The proposal must define the proposed support escalation procedures. NECTD must be able to view the status of support request(s) at any time through a web-based tracking system to be provided by the Proposer.

Proposers must describe their maintenance update and upgrade approaches in their proposals. This service must be available for at least one year. The proposer shall outline in the proposal the additional costs to extend such service for additional periods. Proposers shall describe the difference in processes and costs associated with updates and upgrades. The Proposer is required to notify NECTD at least one month in advance of the installation

when new software releases become available. The Proposer is required to notify NECTD at least six months in advance when it is expected that the current releases and related systems will no longer be supported. The Proposer shall ensure that all existing software configurations are protected after the system has been upgraded or updated for the entire duration of the time when NECTD uses the product. These changes must be reported to NECTD's Executive Director.

Warranty

All equipment and workmanship (on-board surveillance equipment, backend equipment, software, and other accompanying equipment) should have a minimum of 2 years warranty from the date of final acceptance of work.

EXHIBIT B

**QUALIFICATIONS OF
PROPOSERS FOR PROPOSAL**

NECCOG requires, at a minimum, that Proposers meet the following criteria:

1. At Least four (4) years of background and experience providing On-Board Video Surveillance Systems. Proposer should include in its proposal a certification that the Proposer has been in the business of providing On-Board Video Surveillance System and related services for not less than four (4) consecutive years prior to the date of the proposal.
2. Proposer must demonstrate its ability to appropriately staff the project and satisfactorily perform services needed. Proposer should provide a current resume for each anticipated member of the Proposer's key personnel/team members who would be assigned to this project, identifying certifications/licenses held. NECTD is most interested in the individual who will be assigned to be the key interface with NECTD personnel. Include a list of professional registrations, certifications and affiliations for all such personnel.
3. Ability to perform services in Dayville, Connecticut. Proposers should list office location(s) and how work in Dayville, Connecticut would be coordinated and accomplished.
4. Completion of similar size and type projects. Proposers should include examples of similar size/type of projects in similar settings, including project description, project cost, size, location, year, lead individual role, and development contact information and/or website.
5. Complete the Project in a timely manner. Proposer should include a timeframe for providing the On-Board Video Surveillance System and related services in its proposal.

EXHIBIT C
SELECTION CRITERIA AND SCORING

NECTD will review all proposals and select a Proposer it considers qualified to undertake the project. The award decision is not based solely on price; factors other than cost will be reviewed and evaluated. All proposals will be evaluated for completeness and evaluation of listed criteria. Proposals must include the requested information and documents outlined in this RFP in order to have criteria evaluated:

- Price Proposal/Cost & Warranty - 20 percent
- Equipment/Configuration - 55 percent
- Vendor/Staff Qualifications, Experience, References - 10 percent
- Delivery Schedule, Training, Technical Support - 15 percent

An Evaluation Committee comprised of NECTD staff will independently review and score each proposal in accordance with the above criteria. During the evaluation period, NECTD reserves the right to interview some or all the proposing firms.

FORM 1
PROPOSAL STATEMENT

Name of Proposer:

TO: Northeastern Connecticut Transit NECTD

Pursuant to, and in compliance with, your Request for Proposals, we hereby propose to provide NECTD with On-Board Video Surveillance System and related services described in the Request for Proposals dated _____, 2017 (RFP Number 17-1). This Proposal is a firm offer.

We understand that NECTD, at its sole discretion, shall have the right to rescind its selection and cancel all further negotiations prior to NECTD's execution of the Agreement.

We further understand that the selected Proposer, having approved the final draft of the Agreement, shall execute the Agreement in a proper manner and return the signed copies within five (5) working days of said approval. If the copies are not executed and returned in accordance with the foregoing, NECTD, at its option may rescind its selection.

In either event, NECTD's decision shall be final, and it may proceed to select another Proposer, if it desires, and the previously selected Proposer will have no claim or recourse against NECTD.

All items required in Article II and Exhibit B of the RFP are attached hereto. In addition, we further understand and agree as follows:

1. That we have the capability to successfully undertake and complete the responsibilities and obligations as a successful Proposer.
2. We certify that to the best of our knowledge and belief that, we or any person associated with us in the capacity of owner, partner, director, officer, principal, project director, manager or any other position involving On-Board Video Surveillance System and related services being provided to NECTD:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

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- b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against us for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B above;
- d. Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
3. We certify that the information contained in the Proposal package and all supplemental information submitted by us is, to the best of our knowledge, true and is made in good faith. We understand that if we knowingly make any misstatement of fact, we are subject to revocation of all privileges and to such other penalties as may be prescribed by law.
4. NECTD has the right to conduct any inquiry or investigation he deems reasonably appropriate to substantiate or supplement information contained in this Proposal.
5. NECTD reserves the right to negotiate final terms and conditions or modification of Proposals, with any or all of the Proposers, and to reject any or all Proposals without cause or liability, and to accept that Proposal which, in its opinion, will best serve the public interest.
6. The Proposer shall execute a Contract, if offered, within five (5) calendar days after it is offered and to deliver all required insurance certificates at the time the Agreement is executed, and to start work on the date shown as the "Agreement Starting Date" in Article IV of the RFP, after receipt of a notice to proceed or execution of the Agreement by NECTD.
7. The Proposer agrees that at any time, including but not limited to contract negotiations, when requested by NECTD, additional cost information and Proposer financial statement data will be provided.
8. The Proposer understands that it shall not lobby any NECTD, State or federal official, employee, staff or agent on any matter regarding this RFP.
9. The Proposer hereby declares that its Proposal is made without any connection with any other person or person making any proposal for the same services and goods, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by NECTD is directly or indirectly interested in the proposal or in the services and goods to which it relates, or in any portion of the profits therefrom.

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10. The Proposer shall furnish all services and provide all goods in accordance with this Request for Proposals for the total price as provided on Form 3 Cost Proposal.

Name of Proposer	Date
Authorized Signature*	Title
Address	
Address	
City, State, Zip Code	

*Attach corporate resolution or power of attorney, if appropriate.

FORM 2
PROPOSER QUALIFICATIONS AND RELATED SERVICES QUESTIONNAIRE

PROPOSAL FOR ON-BOARD VIDEO SURVEILLANCE SYSTEM AND RELATED SERVICES

FORM 2A

PURPOSE: This form is used to provide information relating to the legal description and general qualifications of the Proposer.

1. Name of Proposer exactly as it appears on the Proposal and as it will appear on the Agreement:

2. Address of Proposer and contact person for purposes of notice or other communication relating to the Proposal:

Tel: (_____) _____ Fax: (_____) _____

3. How many years has this organization been in business under its present business name?

4. How many years has this organization been in business as a company providing On-Board Camera systems and related training?

FORM 2B

1. This firm is a:

____ Corporation

____ Partnership

____ Sole Proprietorship

____ Joint Venture

____ Other, identify: _____

2. If the organization is a corporation indicate the following:

A. Date of incorporation: _____

B. State of incorporation: _____

Authorized Signatory and Title: _____

3. If the organization is not a corporation, answer the following:

A. Date of organization: _____

Authorized Signatory and Title: _____

4. References. List names, addresses and telephone numbers of three (3) entities to whom your organization has provided the system and provides systems and services similar to the services requested in this RFP. Please attach additional pages as needed:

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5. In the last five (5) years, has your organization ever failed to complete any work awarded to you? If so, note when, where and attach a separate sheet of explanation to this form.

6. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization where it failed to complete a contract? If so, note whom, when and where and attach a separate sheet of explanation to this form.

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8. Dated at _____

This _____ Day of _____, _____

Title:

Name of Proposer: _____

Authorized Signature*: _____

*Attach corporate resolution or power of attorney, if appropriate.

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FORM 3
COST PROPOSAL

On-Board Video Surveillance System and Related Services

The Proposer shall furnish all goods and services in accordance with this Request for Proposals for the total price of:

Amount (words) _____

\$ _____

If NECTD wants additional maintenance updates and upgrades as described further in the Proposal, the cost for such additional service is:

Amount (words) _____

\$ _____

For the following period of time: _____

Name of Proposer Date

Authorized Signature* Title

Address

City, State, Zip Code

*Attach corporate resolution or power of attorney, if appropriate.

REQUIRED FOR ALL CONTRACT TYPES

Nondiscrimination Certification

Effective Date: January 13, 2016

Nondiscrimination Certification Forms		
Form A - Representation by Individual		
Form B - Representation by Entity		
Form C - Affidavit by Entity		
Form D - New Resolution by Entity		
Form E - Prior Resolution by Entity		

DESCRIPTION:

The nondiscrimination certification forms have been approved to assist executive branch agencies in complying with the State's contracting requirements under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

By law, a contractor must provide an awarding State agency with *written representation* or *documentation* that certifies the contractor complies with the State's nondiscrimination agreements and warranties prior to the award of any contract with the State. If after the initial submission there is any change in such representation, the contractor shall provide the updated representation to the State or such political subdivision not later than thirty (30) days after such change or upon the execution of a new contract with the state or political subdivision of the state whichever is earlier. Such contractor shall also certify no later than fourteen (14) days after the twelve (12) month anniversary of the most recently filed non-discrimination certification that the representation on file is current and accurate.

A nondiscrimination certification is generally required for all State contracts – regardless of type, term, cost, or value. **See list of exempt entities (below).**

FORMS:

There are five different certification forms, one of which must be submitted in writing or electronically. Form A is ***always*** used for contracts with an individual who is not an entity, regardless of the contract value. Form B is ***always*** used for contracts with an entity when the contract value is less than \$50,000. Form C is ***recommended*** for contracts valued at \$50,000 or more with an entity. If Form C is not used, either Form D or E ***must*** be used; both ***require*** a resolution (new or prior).

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For Use By:	Value Less Than \$50,000	Value \$50,000 or More
Individual	Form A <i>Representation</i>	Form C <i>Affidavit</i>
Entity	Form B <i>Representation</i>	Form D <i>New Resolution</i> Form E <i>Prior Resolution</i>

Definitions

individual: a person who is not an entity

entity: corporation, limited liability company, or partnership

EXPLANATION OF FORMS:

Form A. Representation: For use by an *individual* when entering into any contract, regardless of contract value.

Form B. Representation: For use by an *entity* when entering into any contract valued at less than \$50,000 for any year of the contract.

Form C. Affidavit: (Recommended for contracts at or above \$50,000) For use by an *entity* when entering into any contract valued at \$50,000 or more for any year of the contract and the entity certifies through an *affidavit* that a complying nondiscrimination policy is currently in place.

Form D. New Resolution: For use by a *entity* when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a *new resolution* of the board of directors, shareholders, managers, members, or other governing body.

Form E. Prior Resolution: For use by a *entity* when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a *prior resolution* of the board of directors, shareholders, managers, members, or other governing body.

EXEMPTIONS:

Pursuant to June Special Session, Public Act No. 15-5, Sections 63 and 64, the entities listed below are exempt and, therefore, not required to submit a nondiscrimination certification form when entering into a contract with the State:

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1. political subdivisions of the State of Connecticut, including, but not limited to municipalities;
2. quasi-public agencies, as defined in C.G.S. § 1-120, unless the quasi-public agency is a party to contract for a quasi-public agency project with a value greater than \$50,000;
3. other states of the United States, including, but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in C.G.S. § 1-267;
4. the federal government;
5. foreign governments; and
6. an agency of a subdivision, state or government listed in items 1-5.

For Further Information, please direct any questions about the nondiscrimination certification forms to the Commission on Human Rights and Opportunities:

Tel. 860/ 541-3400

Connecticut Toll Free Tel. 1-800/ 477-5737



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Individual

For All Contract Types Regardless of Value

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____ of _____
(Signatory) (Business Address)

represent that I will comply with the nondiscrimination agreements and warranties of the Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Signatory) (Date)

(Printed Name)



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Entity

For Contracts Valued at Less than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, valued at less than \$50,000 for each year of contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF ENTITY:

I, _____, _____, of _____
(Authorized Signatory) (Title) (Name of Entity)

an entity duly formed and existing under the laws of _____
(Name of State or Commonwealth)

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
(Name of Entity) (Name of Entity)

agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Authorized Signatory)

(Date)

(Printed Name)

Northeastern Connecticut Transit NECTD
REQUEST FOR PROPOSALS - On-Board Video Surveillance System

Form D
01-13-2016



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20____, by the governing body of _____
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified
Name of State or Commonwealth
or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

The undersigned has executed this certificate this _____ day of _____, 20____.

Authorized Signatory Date

Printed Name

Northeastern Connecticut Transit NECTD
REQUEST FOR PROPOSALS - On-Board Video Surveillance System

Form E
01-13-2016



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory Title

Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Signature of Agency Head (or designee) Date

Awarding State Agency

ATTACHMENT A

CONTRACT FOR SERVICES AND GOODS

This CONTRACT FOR SERVICES AND GOODS (“Contract”) is made this ____ day of _____, 2017, by and between the NORTHEASTERN CONNECTICUT TRANSIT DISTRICT, hereinafter called the “NECTD,” and _____, hereinafter called the “Contractor.”

WITNESSETH

WHEREAS, NECTD wishes to obtain on-board video system (the “System”) and related services (the “Services), as described in more detail in Exhibit A, attached hereto and made a part hereof (the “System and Services”); and

WHEREAS, NECTD accepted proposals for the provision of the System and Services and awarded the Contract to Contractor on _____; and

WHEREAS, the Contractor is ready, willing and able to provide the required System and Services sought by NECTD and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, NECTD and the Contractor mutually agree as follows:

I. TERM

- A. The term of this Contract shall be for a period of _____ () years beginning on _____, and terminating on _____ (the “Term”), unless earlier terminated or extended in accordance with the provisions herein. All services described in this Contract shall be completed no later than _____.
- B. This Contract may be modified and extended as necessary to provide continuous Services and/or additional Systems. If the Contract is to be modified, NECTD and the Contractor shall execute a written amendment to this Contract.
- C. NECTD reserves the right to continue this Contract in full force and effect for a maximum period of six (6) months beyond the termination date. More than one (1) time extension may be made as long as the maximum period is not exceeded.

II. SCOPE OF WORK

- A. The Contractor agrees that it will provide the System and perform the Services, all as described on Exhibit A.

- B. The Contractor shall furnish the System and Services including personnel, supervision, equipment, and other services required to fully install, complete and make operational the System and provide the required Services.
- C. The System shall be installed at 125 Putnam Pike, Dayville, CT and any on-site Services shall be performed by the Contractor at the same location, unless another location is approved by NECTD.
- D. [DESCRIBE ANY WARRANTIES OR OTHER PROMISES OF CONTRACTOR.]

III. FEDERAL AND STATE REQUIREMENTS

The signature on this Contract by the Contractor shall constitute certification that the Contractor, as a condition to NECTD receiving Federal assistance under 49 U.S.C. § 5311, as amended, and/or State of Connecticut assistance will comply with the following Federal and/or State of Connecticut requirements and that the Contractor will ensure to pass through these Federal and/or State of Connecticut requirements, as applicable, to its subcontractors:

(A) State of Connecticut Administrative Requirements NECTD has posted the State of Connecticut contract requirements on its website at nectd.org, entitled "STATE OF CONNECTICUT ADMINISTRATIVE REQUIREMENTS FOR NECTD CONTRACTS (FROM MARCH 14, 2016 POLICY)." These requirements are incorporated into and hereby made a part of this Contract.

(B) Federal Transit Administration (FTA) Requirements NECTD has posted the Federal contract requirements on its website at nectd.org, entitled "FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS FOR NECTD CONTRACTS FOR SERVICES, FOR GOODS, OR FOR SERVICES AND GOODS (AGREEMENTS UNDER \$100,000)." These requirements are incorporated into and hereby made a part of this Contract.

IV. PAYMENT AND COMPENSATION

- A. The total amount authorized to be paid to the Contractor under this Contract shall not exceed \$_____ to be paid as follows: _____% upon execution of contract, _____% upon installation of cameras, _____% upon completion of installation of cameras as confirmed by NECTD's representative, _____% upon the final completion of all work related to the installation of the on-board video surveillance system as confirmed by NECTD's representative, in each case within thirty (30) days after receipt of an invoice for such amounts. The form of the invoice shall for such amounts be approved by NECTD and shall describe the Services performed and the Goods provided in reasonable detail.

- B. The parties agree that no other payments shall be made to the Contractor who shall furnish all of the labor, materials, equipment, permits and licenses and other facilities necessary to provide the System and Services required, including the staff and other services necessary for the proper performance of the Contractor's duties.
- C. NECTD may withhold payments for the System and Services when NECTD determines, in its sole discretion, that such System and Services do not meet the requirements of this Contract. Payments for such System and Services shall not be made until the Contractor has made corrections which are acceptable to NECTD.

V. PERSONNEL

The Contractor agrees that its personnel performing Services under this Contract ("Personnel") shall be in compliance with all local, state and federal laws, rules and regulations.

VI. INDEMNIFICATION

The Contractor shall indemnify, defend and hold NECTD and its officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of any claim, lawsuit, demand, settlement or judgment brought against NECTD or its officers, employees or agents in connection with the performance of Contractor, any employee, agent or personnel, the provision of the System or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.

VII. LAWS AND NECTD POLICIES

The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any rules, regulations and policies which NECTD might publish and provide to the Contractor related to the System and Services.

VIII.

- A. The Contractor has provided prior to the execution of this Contract, will provide during each year of this Contract, prior to July 1, and will replace twenty (20) days prior to the renewal date, at its own cost and expense, Certificates of Insurance written by sureties or insurers licensed in the State of Connecticut to NECTD. All certificates shall be approved by NECTD prior to commencement of the services under this Contract. The Contractor shall maintain insurance of the kinds, and in the amounts

specified hereunder. Such Certificates of Insurance shall contain a provision that NECTD and its respective agents and employees are “Additional Insureds” on all policies. In addition, NECTD shall be given thirty (30) calendar days’ advance notice by certified mail, return receipt requested, or by hand delivery, of any change to or cancellation of any or all insurance policies required under this Contract.

- B. The policies required under this Contract shall be with an insurance company with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to NECTD.
- C. If, at any time, any of the insurance policies shall be or become unsatisfactory to NECTD in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to NECTD, the Contractor shall promptly obtain a new policy and submit a Certificate of Insurance to NECTD for approval.
- D. The failure of the Contractor to maintain the required insurance or to furnish or deliver the insurance certificates shall give NECTD the right, at its election, to terminate the Contract in accordance with Article IX hereof.
- E. The policies of insurance shall include, but not be limited to, the following:
 - 1. The Contractor shall provide and maintain in force for the full term of the Contract Workers’ Compensation Insurance in accordance with the statutory requirements of the State of Connecticut.
 - 2. The Contractor shall maintain general liability insurance for bodily injury and property damage liability combined single limit of not less than \$1,000,000.
- F. The Contractor and its insurers shall waive all rights of subrogation against NECTD and its officers, agents, servants and employees for losses arising from work performed under the Contract.

IX. DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of NECTD; (a) has failed to provide the System in accordance with the requirements of the Contract or the System does not meet the requirements of this Contract; (b) has failed to provide the Services required under the Contract; (c) has failed to provide the System or to fulfill Services required in accordance with agreed schedules or timelines; (d) has become insolvent; (e) makes an assignment for the benefit of creditors; (f) files a voluntary petition in bankruptcy; (g) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (h) abandons the work; (i) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations

under the Contract other than as provided herein; (j) fails to provide the insurance required under Article VIII; (k) fails to comply with any other term or condition contained in the Contract, NECTD shall have the right to terminate the Contract upon written notice to the Contractor.

- B. The above remedies are in addition to any other remedies NECTD may have.
- C. In the event of Contract termination by NECTD, NECTD's payment obligation shall cease as of the date of termination.

X. INDEPENDENT CONTRACTOR

The Contractor shall not be held or deemed in any way to be the agent or employee of NECTD. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

XI. NO ASSIGNMENT

No part of this Contract shall be assigned or subcontracted without the prior written approval of NECTD.

XII. REQUEST FOR PROPOSAL DOCUMENTS

The request for proposal documents issued by NECTD on February 6, 2017 and all appendices executed by Contractor, dated _____, 2017 (the "Proposal") are specifically incorporated into this Contract and attached as Exhibit B.

XIII. MISCELLANEOUS

- A. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- C. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles. The Contractor agrees that the execution of this Contract and the performance of its obligations hereunder, shall be deemed to have a Connecticut situs and the Contractor shall be subject to the personal jurisdiction of the courts of the

State of Connecticut with respect to any action NECTD, its successors or assigns may commence hereunder. Accordingly, the Contractor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Contract or the enforcement thereof. Any legal action commenced with respect to this Contract shall be brought in the Superior Court for Hartford County.

- D. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To NECTD:

Northeastern Connecticut Transit District
125 Putnam Pike (P.O. Box 759)
Dayville, CT 06241
Attention: Executive Director

To Contractor:

Attention: _____

- E. No failure by NECTD to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.

Northeastern Connecticut Transit NECTD
REQUEST FOR PROPOSALS - On-Board Video Surveillance System

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives at _____, CONNECTICUT, the ____ day of _____, 2017.

CONTRACTOR

NORTHEASTERN
CONNECTICUT TRANSIT
DISTRICT

By _____

By _____

5215445v1