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TOWN OF WINDSOR LOCKS TOWN CLERK'S OFFICE



COMPREHENSIVE OPERATING SYSTEM

Contract #2023-01/02/2023

I. INTRODUCTION

A. INTENT AND GENERAL INFORMATION

The Town of Windsor Locks and (hereinafter “Town”) is seeking a qualified vendor to undertake the implementation, installation, and maintenance of a comprehensive operating system for the Town Clerk’s Office which would allow for all the current capabilities as well as establishing added flexibility and versatile internet functions including the capability for e-government and web-based access.

The intent is to implement a comprehensive operating system or any part of an all-inclusive system which is utilized to manage and process the following functions: land recording, map recording, vital records (births, deaths, marriages, burials and ancient records), dogs, veterans, trade names, justices of the peace, liquor permits, notaries, and foreclosure/property management registration. The current systems are Window based and allow for the processing of data through relational databases and extensive reporting capability both on screen and in hardcopy.

Addendum(s) to the request for proposal, including additional information, may be issued by the Town. When issued, addendum(s) will be posted on the Town’s website: <https://windsorlocksct.org/rfp-request-for-proposal/> . It is the Respondent’s responsibility to check to see if RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

To be considered, Town Clerk Christopher Latournes **must receive five (5) sealed copies of a proposal, by 4:00 p.m. on October 3, 2022 at 50 Church Street, Windsor Locks, Connecticut, 06096**. The Town of Windsor Locks reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by a five (5) member Selection Committee.

During the evaluation process, the Selection Committee and the Town of Windsor Locks, hereon referred to as the (“Town”) reserve the right, where it may serve the Town of Locks’ best interest, to request additional information or clarifications from Submitting Vendors, or to allow corrections of errors or omissions at their sole discretion. At the discretion of the Town or the Selection Committee, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town of Windsor Locks reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Windsor Locks and the vendor selected.

It is anticipated the selection of a vendor will be completed by **January 2, 2023**. Following the notification of the selected vendor, it is expected an engagement letter will be executed between both parties within 30 days of approval.

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

B. TERMS OF ENGAGEMENT

The Town is initially seeking a five (5) year contract, subject to the annual availability of an appropriation. Term is subject to change at Town's sole discretion.

II. NATURE OF SERVICES REQUIRED

- A. The proposed Comprehensive Operating System should include information about, but not limited to the following hardware, software, training and support needs of the Office of the Town Clerk:

1. Mandated Services:

- a) Land Record Indexing and in-house Scanning
- b) Map Indexing and Imaging
- c) Trade Name Indexing and in-house Scanning
- d) Vital Records Indexing and in-house Scanning
- e) Online Dog Registry System
- f) Liquor Permit Registration and in-house Scanning
- g) Military Discharge Indexing and in-house Scanning
- h) Foreclosure/Property Management Registration and in-house Scanning
- i) 24/7/365 Support
- j) Auditing
- k) Software Updates
- l) Licensing
- m) Binders and archival paper, if provided
- n) Backup & Restoration System
- o) All furnished hardware for input, scanning and internal office public access
- p) Report and Index printouts
- q) All associated one-time and monthly fees
- r) Contract Term
- s) Subscription based portal/internet access to document index and images

- t) Internet connection requirements
- u) Training provided
- v) Microfilm storage
- w) Description and timeline of transition to your system
- x) Conversion of data and images held in the current system
- y) Listing of current Connecticut customers (reference names & contact information)

All records and databases, made by the selected Vendor shall, at all times, be the property of the Town.

B. Scope of Work to be Performed

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

The selected organization will (at a minimum):

1. Provide the Town with the software, hardware, including a standalone server, maintenance and other related services for a comprehensive or any part of an all-inclusive Town Clerk's office operating system, such as described in Section 1.
2. Provide in a timely manner the delivery, installation, training, support, service and maintenance for the chosen system.
3. Work with the current vendor and the town to develop site specific detailed project plans, which will include major milestones, deliverables, detailed timelines, and projected implications of any process or system errors and back out plans in the case of conversion failures.
4. The vendor will be responsible to work closely and effectively with the current vendors and the towns to insure all data is converted to the chosen system format and that the systems are ready to be implemented according to the agreed timeline.
5. The vendor must have sufficient staff to assure prompt delivery of services, completion of assigned tasks, acceptance testing, training, staff support and any ongoing service and maintenance.

C. Reports to be Issued:

1. Detailed reports indicating cashiering activity including a breakdown of services provided, surcharges collected, payment types such as cash, check or charge, change returned, number of documents and types recorded that can be reported daily, weekly or yearly for auditing purposes and financial reconciliation.
2. Dog License reports by owner, street, tag number and breed.
3. Land record daily reports, indexed by Grantor/Grantee with quarterly, yearly, 5 and 10 year merges. These reports also include property address, where documents returned and document types.
4. Maps indexed by title, street and assigned number.
5. Indexes for Veteran's records, Liquor Permits and Trade Names by owner name, business name or assigned number.

6. Indexes for vital statistics (births, marriages, deaths, burials, cremations) alphabetically and by date of occurrence.
7. Notary Public cards indexed alphabetically and by assigned number.
8. Town Ordinances and Resolutions indexed by title and assigned number.
9. Minutes and agendas indexed by commission title and dates of meetings.
10. Foreclosure/Property Management indexed by title, street and assigned number.

D. Qualifications

Eligible Vendors have to demonstrate essential qualifications including the following:

1. Experience and expertise in regard to the operations, structure, staffing, and procedures critical to the implementation, installation and maintenance of this type of system.
2. A proven track record of successfully completed installations and maintenance.
3. Knowledge of federal and state laws and regulations governing municipal operations.
4. Compliance with the digital imaging policy and microfilming policy established by the Office of the Public Records Administrator.

E. Special Considerations

1. Ability for other Town departments to search some of the programs as related to their department; view and print land records.
2. Ability to make land records accessible online.
3. Ability to integrate e-recording in the land record program.
4. Word searchable capabilities where possible.
5. Ability to make old indexes searchable, particularly land records.
6. Ability to print land record recording labels or stamps for documents plus Vendor will imprint page numbers on bottom of each page for book and viewable images.
7. Ability to redact social security numbers, loan account numbers, for present and back images.
8. Ability to insert, index and scan backfile documents (military discharges, trade names).
9. Ability to charge land record recordings, copies, etc. on account (IRS, State, Town) and to make payment on said accounts. Ability to import charge accounts and balances from current system.
10. Ability to provide outside vendor with land record index and image data to upload onto system and link to current and future indexes (as Preservation and/or Historic Grant Project).

III. GENERAL REQUIREMENTS

All vendors must adhere to the following conditions:

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

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

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the Town.
3. The Town may amend the terms or cancel this RFP any time prior to the execution of a contract for these services if the Town deems it to be necessary, appropriate or otherwise in the best interests of the Town. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At its sole discretion, the Town may provide all Vendors with a limited opportunity to remedy any technical deficiencies identified by the Town as a result of their initial review of proposals.
4. Any additions, deletions or changes in the Vendor's personnel assigned to the projects must be approved by the Town, with the exception of personnel who have terminated employment. At its discretion, the Town may require the removal and replacement of any of the Vendor's personnel who do not perform adequately, regardless of whether they were previously approved by the Town.
5. All subcontractors hired by the Vendor must have prior approval of the Town.
6. The Vendor represents and warrants that the proposal is not made in connection with any unspecified Vendor and is in all respects fair and without collusion or fraud.
7. All responses to the RFP must conform to instruction. Failure to comply with any requirement of this RFP may be considered appropriate cause for rejection of the response.
8. The contract document will represent the entire agreement between the Vendor and the Town and will supersede all prior negotiations, representations or agreements, written or verbal, alleged or made, between the parties. The contract may be amended only by means of a written instrument signed by the Town and the Vendor.

IV. PROPOSAL REQUIREMENTS

A. General Requirements: The proposal shall include:

1. Information about the Vendor The name, location, mailing address, telephone number, email address. Contact information for: 1.) the individual with authority to negotiate and contractually bind the Vendor and 2.) for those who may be contacted for the purpose of clarifying the information provided in the proposal.

2. Summary of Relevant Experience and Ability

a. Personnel Listing.

b. References.

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

B. Project Approach – The Vendor is required to describe in detail the project plan to be utilized to design, test, implement, install, train, support, service and manage the all- inclusive office operating system requested in this RFP. The description should include but not limited to the following:

1. System Design, Installation, Training, Testing and Acceptance - The description should clearly detail who is responsible for system design, installation, user and acceptance testing, proof of demonstrated capabilities and maintenance. For technical information refer to the XML and eRecording Standards documents associated with this RFP.
2. System and Installation - All applications, software, and services specified or offered. The proposed system must provide an integrated utility that can be used by the end-user to manually export data in a CSV or Excel file format. The utility should allow the end-user to create, schedule and automatically run ad hoc data exports. An example is to provide a financial system, such as Infinite Visions, with an export of transaction data on a daily basis.
3. Systems Management and Training – Support and training should include but not limited to a complete overview of all of the functions and features, detailed technical operation and system troubleshooting for any and all system administrators, staff, IT and public users. The time line and length of training and support provided to staff, IT and system administrators must also be included.

C. Acceptance

The vendor shall provide a test and acceptance component to their proposal. The following items shall be the minimum acceptable criteria for test and acceptance plans.

1. The test plan shall include component functionality of all system software and any hardware, how each of the functional specifications are to be tested, the method of verifying the results, and the expected results.
2. All tests shall be conducted in the presence of a representative of the Town. The Town, at its option, may elect not to be present for all or any part of the Vendor's own testing procedures.
3. A document constituting partial acceptance and the date of acceptance, a quality review meeting to examine test results and initiate the next phase and upon successful completion of every element of the testing a written acknowledgment that the system meets or exceeds the specifications.

4. Upgrade Ability - Vendor shall illustrate in detail how their system is upgraded on an annual basis under a maintenance agreement. This can be best evidenced by illustrating annual changes in product functionality over the past three years. The vendor shall also indicate the architectural limit of their system without a major hardware change out, such as server replacement.
5. Services Expected of the Town: Identify the nature and scope of the services and information to be provided by the Town and current vendor.

D. The Proposal is to include the following on a thumb drive in a sealed envelope:

1. Title Page
Title page showing the request for proposal's subject; the submitting vendor's name; the name, address and telephone number of a contact person; and the date and contract number of the proposal.
2. Table of Contents
3. Transmittal Letter
A signed letter of transmittal briefly stating the Submitting Vendor's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the vendor believes itself to be best qualified to perform the engagement and a statement that the proposal is a vendor and irrevocable offer for the period covered.
4. Detailed Proposal
The detailed proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in Appendix B).
5. Guarantees and Warranties
Executed copies of Submitting Vendor Guarantees and Submitting Vendor Warranties attached to this request for proposals (Appendix A).

E. Costs

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

1. Cost Proposal: A cost proposal addressing the elements of the work to be performed in accordance with this RFP shall be submitted. The Vendor shall indicate any and all costs that are considered necessary for the successful completion of the project. The Towns shall use these figures as a basis for negotiated agreements resulting from this RFP.
2. The proposal shall be in sufficient detail to include any and all software, hardware, and number of staff hours and cost to successfully implement, install, service and maintain the required system. The structure of the proposal shall include:
 - a. The total cost for the overall comprehensive system
 - b. Subtotals for the implementation and installations of:
 - i. Search/inquiry, reporting and software,
 - ii. Cash Receipting
 - iii. Document Management
 - iv. Any required hardware.

- c. Annual maintenance costs including first year costs and years 2-5 costs, the ceiling on increases for maintenance and proposed maintenance payment terms
- d. Proposed project payment terms and milestones
- e. Any items not covered in above costs and rates.

3. **Total All-Inclusive Maximum Price**

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

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

4. **Rates for Additional Professional Services**

If it should become necessary for the Town of Windsor Locks to request any additional services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town and the vendor. Any such additional work agreed to between the Town and the vendor shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid in Appendix B.

V. **SUBMISSION, DEADLINE & QUESTIONS**

Five (5) copies of the proposal shall be placed in a **sealed** envelope, with “**BID DOCUMENT – DO NOT OPEN – CONTRACT**” clearly marked on the outside of the envelope, to: Christopher Latournes, Town Clerk, Town of Windsor Locks, 50 Church Street, Windsor Locks, Connecticut 06096 by 4:00 PM on Monday, October 3 2022. **E-mailed, faxed or late bids will not be accepted.** Received bids will be opened publicly in person on **Tuesday, October 4, 2022 at 10:00 AM.** Bid results will be posted on both the Town and DAS websites.

Copies of the RFP are available online at the Town of Windsor Locks website at <https://windsorlocksct.org/news-and-notices/> and at the DAS website <https://portal.ct.gov/DAS/CTSource/Login> . Information concerning this Request For Proposal may be obtained by contacting Christopher Latournes at (860) 627-1441.

All questions about the proposals should be directed to Christopher Latournes, Town Clerk, by e-mail at clatournes@wlocks.com, no later than 4:00 PM on Monday, September 19, 2022. Answers to all so received questions shall be posted by 4:00 PM on Wednesday, September 28, 2022 on the Town’s website under the bid section at <https://windsorlocksct.org/?s=rfp> with reference to Contract #2023-01/02/2023. Answers to questions, if appropriate, will be addressed

in an addendum that will be issued by the Town of Windsor Locks and posted on the Town's website (see the Request for Proposal pages). No addendum will be issued after 4:00PM on Wednesday, September 28, 2022 unless it is to postpone the RFP deadline. It is the sole responsibility of respondents to review any or all addendum or question responses. All proposals shall remain vendor and cannot be withdrawn for a period of 90 days after receipt of proposals.

In order for a submitting Vendor to be considered, the original technical proposal and dollar cost fee proposal, together with five (5) copies is required by Monday, October 3, 2022, by 4:00 PM.

Submitting Vendors should send the completed proposal consisting of the **two (2) separate** envelopes to the following address:

Christopher Latournes, Town Clerk
50 Church Street, Windsor Locks, Connecticut 06096

Envelope #1: Technical Proposal (on a thumb drive)

Envelope #2: Sealed Dollar Cost Fee Proposal (on a thumb drive)

VI. EVALUATION PROCEDURES

A. Selection Committee

Proposals submitted will be evaluated by a five (5) member Selection Committee.

B. Evaluation Criteria

The following criteria are expected to be among those used in the selection process. They are presented as a guide for the Vendor in understanding the Town's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- Hardware synopsis for review by Town's Information Technology Department.
- Emphasis on the Vendors overall ability to deliver the functional requirements addressed through the RFP process, including the expandability and flexibility of the system.
- Soundness of the Vendor approach to system design, installation, acceptance testing, system support and service record, effective use of time and the quality of the overall proposal.
- Proposed costs.
- Experience, expertise, and capabilities of the Vendor.
 - a. The vendor's past experience and performance on comparable government engagements.
 - b. The quality of the vendor's professional personnel to be assigned to the engagement and the quality of the vendor's management support

- personnel to be available for technical consultation.
- Ability by other Town departments to search some of the programs, with land record access and printability.

During the evaluation process, the Selection Committee may, at its discretion, request any one or all vendors to make oral presentations. Such presentations will provide vendors with an opportunity to answer any questions the Selection Committee may have on a vendor's proposal.

C. Final Selection

The Selection Committee will recommend a vendor for approval by the Board of Selectman.

It is anticipated that a vendor will be selected by January 2, 2023. Following notification of the vendor selected, it is expected a contract will be executed between both parties within thirty (30) days of approval.

D. Right to Reject Proposals

Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Windsor Locks and the vendor selected.

The Town of Windsor Locks reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the request for proposal.

VII. PRELIMINARY SCHEDULE

The Town is seeking to have the scope of services completed by the March 1, 2023. The term of the contracts to implement and install the operating systems will be as negotiated between the Town and the selected Vendor.

The preliminary project milestones' schedule is shown below:

Monday, September 19, 2022	Questions accepted by 4PM
Wednesday, September 28, 2022	Response to Questions by 4PM on town website
Monday, October 3, 2022	Proposals Due by 4:00PM
Tuesday, October 4, 2022	Bids opened at 10:00AM (open to the public)
November 14-18, 2022	Vendor meetings and demonstration
Monday December 5, 2022	Selection of Vendor

Monday January 2, 2023

Contract awarded, subject to final negotiations.

VIII. CONTRACT MANAGEMENT

The selected Vendor will assign one qualified individual for the town, who will be the project manager, responsible for directing and coordinating the activities of the vendor's personnel and subcontractors in all aspects of the project.

The Town reserves the right to reject any or all of the proposals submitted. The Town reserves the right to negotiate the cost of the proposal and to award the work to a vendor other than the vendor with the lowest cost, if it is in the best interest of the Town.

A. Warranty

1. Service: Each Vendor shall provide full warranty service on all software and services for the period of the contract agreement. The level and scope of this service shall be described in detail as a part of each Vendor's proposal. At minimum the service proposal should highlight the following:

- ii. Experience level of staff
- iii. Management and supervision of the technical staff
- iv. Typical response time and typical resolution time
- v. Escalation procedures

B. Additional Data

Any additional information that the Vendor wishes to bring to the attention of the Town that is relevant to this RFP.

C. A Letter of Transmittal

Include a statement accepting all terms and conditions and requirements contained in this RFP and the agreements that shall be negotiated.

All proposals must be signed by the Vendor's authorized official or the proposal will not be accepted.

The Town of Windsor Locks will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a selection committee.

IX. AWARD

The Town intends to award a contract to one Vendor, but recognizes that subcontractors may be utilized to complete certain phases or components of the project or system.

X. RIGHTS RESERVED TO THE TOWN

The Town reserves the right to award in whole or in part, or to reject any and all proposals in whole or in part for misrepresentation or if the Vendor is in default of any prior contract with the Town, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Town also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.

The Town reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Vendor and subsequently awarding the contract to another Vendor. Such action on the part of the Town shall not constitute a breach of contract on the part of the Town, as the contract with the initial Vendor is deemed to be invalid from the outset and of no effect, as if no contract ever existed between the Town and the Vendor.

While cost is a consideration, the Town reserves the right to select a proposal or proposals in whole or in part, which the Town deems best meets the goals of this RFP regardless of cost.

XII. INSURANCE AND INDEMNIFICATION

A. Insurance

The selected Vendor shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage within five (5) days of receipt of Notice of Selection. Failure to maintain insurance coverage as required and to name the Town of Windsor Locks, as the Additional Insured will be grounds for termination of the contract.

1. Commercial General Liability Insurance:
The Vendor shall provide Commercial General Liability (CGL) insurance with a combined single limit of \$2,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
2. Professional Liability Insurance:
The Vendor shall provide Professional Liability insurance with a combined single limit of \$2,000,000 per occurrence, \$2,000,000 aggregate.
3. Statutory workers' compensation insurance.
4. Cyber liability insurance: minimum amount of 1 million dollars.
5. Notify Town of actual or suspected cyber breach as soon as practically possible in addition to all steps taken to mitigate damages.
6. IDEMNIFICATION:
To the fullest extent permitted by law, Vendor shall indemnify, defend and save the Town of Windsor Locks harmless from and against claims, expenses, judgements and

any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, from the performance of this agreement, and from any subcontractor's performance of this Agreement.

7. Vendor shall defend, indemnify and hold Town et al harmless from and against all claims, loss, damages, judgments, expenses and property damage that arises or is alleged to arise from the performance of this agreement, and from any actual or suspected cyber breach that is related to the software, installation of software, access to system, usage of system, maintenance of Town computer system by Vendor and any of Vendor's employees and subcontractors.

Each Policy of Insurance, with the exception of Professional and Cyber Liability shall include a waiver of subrogation in favor of the Town of Windsor Locks, shall name Town as additional insured on a primary and noncontributory basis and shall provide no less than thirty (30) days' notice to the Town in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Windsor Locks, as an additional insured.

Certificates of Insurance, acceptable to the Town of Windsor Locks, shall be delivered to the Town prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the Vendor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

B. Indemnification:

To the fullest extent permitted by law, The Vendor shall defend, indemnify and hold harmless the Town of Windsor Locks, their agents and employees from and against all claims, damages, judgments, losses and expenses, including attorney's fees arising out of, alleged to arise out of or resulting from the performance of the work, and from any actual or suspected cyber event. Additional Terms and Conditions:

Vendor is an independent contractor. No employment relationship exists between the parties to this Agreement.

Vendors acknowledge any contract awarded in connection with this ERF and shall be governed by the laws of the state of Connecticut.

The Vendor shall provide services as set forth in the proposal and in accordance with the terms identified herein.

1. Invoices. The Town of Windsor Locks, will pay the Vendor for services performed in accordance with the signed Agreements. Invoices will be submitted periodically or upon completion of services rendered. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 30 days of an approved invoice, pay the amount to the Vendor.

2. Mediation. All claims, disputes or other matters in question between the parties to these Agreements arising out of or relating to these Agreements or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under these Agreements to mediation, each party shall designate its representative and shall meet at the Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, and then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, the acceptable third party may mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreements shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

3. Equitable Relief. Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

APPENDIX A

SUBMITTING VENDORS GUARANTEES AND WARRANTIES

1. Submitting Vendors Guarantees

- i. The submitting vendor certifies it can and will provide and make available, at minimum, all services set forth in Section II, Nature of Services Required.

2. Submitting Vendor Warranties

- a. Submitting Vendor warrants that it is willing and able to comply with State of Connecticut laws with respect to foreign (non-state of Connecticut) corporations.
- b. Submitting Vendor warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- c. Submitting Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Town of Windsor Locks.
- d. Submitting Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

APPENDIX B

“SEALED DOLLAR COST FEE PROPOSAL”

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

Vendor’s Name: _____

Location: _____