

LEGAL NOTICE
REQUEST FOR PROPOSAL
TOWN OF ELLINGTON

SERVICE AND MAINTENANCE OF COMPUTER SYSTEM

Sealed proposals will be received by the Town of Ellington, acting through its Finance Officer, to provide service and maintenance for its Microsoft-based network and 92 workstations, file servers, peripherals and off-site back-up and to install upgrades and new software as acquired. The Town will enter into a one (1) year contract for service with the option to extend up to four (4) additional one (1) year periods.

Proposals are to be delivered to the Finance Officer, Ellington Town Hall clearly marked SERVICE AND MAINTENANCE OF COMPUTER SYSTEM sealed and shall be directed to:

Nicholas J. DiCorleto, Jr., Finance Officer
Town of Ellington
55 Main Street
Ellington, CT 06029

Proposals will be received until **2:00 P.M., Wednesday, April 15, 2015** Proposals will then be publicly opened, reviewed for compliance with proposal procedures as to copies, enclosures and attachments in the Meeting Hall of Town Hall.

Specifications and Contract Documents may be obtained at the office of the Finance Officer, 55 Main Street, Ellington, Connecticut during normal business hours, on or after March 28, 2015.

A mandatory pre-proposal conference meeting will be held with the Finance Officer at 2:00 P.M., prevailing time, on Tuesday, April 7, 2015 in the Meeting Hall, Town Hall, 55 Main Street, Ellington, CT. All potential proposers are required to attend. No proposal will be accepted from an entity not attending the pre-proposal conference meeting.

No proposal may be withdrawn for a period of ninety (90) days after opening of the proposals without approval and written consent of the Town of Ellington.

The Town of Ellington reserves the right to amend or terminate this Request for Proposals, reject any or all proposals, and/or to waive any informalities, omissions, excess verbiage or technical defects in this proposal. The Town reserves the right to interview any proposer to clarify and understand its proposal, need not interview each proposer and the Town need not necessarily award the contract to the proposer offering the lowest price if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another proposal.

TOWN OF ELLINGTON

By 
Nicholas J. DiCorleto, Jr.
Finance Officer

NICHOLAS J. DICORLETO, JR., FINANCE OFFICER
55 MAIN STREET
ELLINGTON, CT 06029

INSTRUCTION TO PROPOSERS

SERVICE AND MAINTENANCE OF COMPUTER SYSTEM

1. **SPECIAL NOTICE TO PROPOSERS:**

A. The Proposal Documents comprise the following:

1. Legal Notice/Request For Proposals
2. Instruction to Proposers
3. Specifications
4. Proposal Form
5. Proposal Bond
6. Non-collusion Affidavit
7. Draft Contract

2. **PROPOSAL FORM:**

A. All proposals shall be submitted on forms provided, or copies and shall be subject to all requirements of the Contract Documents. Erasures or other changes must be explained or noted over the signature of the bidder.

B. Proposals submitted by all proposers to The Town of Ellington, Connecticut shall be enclosed in sealed envelopes, which shall clearly be labeled with the words "PROPOSAL DOCUMENTS, SERVICE AND MAINTENANCE COMPUTER SYSTEM", and the firm name and address of the proposer.

C. All proposers shall include in its submittal one set of completely executed proposal forms and documents. The set shall include: Proposal Bond, Proposal Form, Bidder's Qualification Statement, Non-collusion affidavit, any additional information proposer desires to supplement the proposal.

D. The Town of Ellington, Connecticut may consider as informal any proposal which fails to contain all of the information required on the Proposal Form hereto attached.

E. The contract will be based upon and require the completion of the work according to the Specifications hereafter agreed upon as incorporated into the Contract Documents, together with all addenda thereto.

F. Each proposal must be accompanied by a Proposal Bond equal to TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS with either a corporate surety from a company licensed to write surety bonds in the State of Connecticut or by proposer's certified check made payable to the Town of Ellington to guarantee its proposal will be available for ninety (90) days following Proposal opening and that the proposer will execute the contract if the proposal is accepted or compensate the Town for the extra expense in re-doing the proposal process and/or the additional anticipated expense in accepting another proposal.

3. **TIME FOR RECEIVING PROPOSALS:**

A. Proposals will be received by the Finance Officer of the Town of Ellington at the Town Hall, 55 Main Street, Ellington, Connecticut until **2:00 p.m.**, prevailing time, on **April 15, 2015** at which time the proposals will be publicly opened.

B. Proposals received prior to the time established herein for the receipt and opening of same, will be securely kept unopened. The officer whose duty it is to receive and open all proposals will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a proposal not properly addressed and identified.

C. The Town of Ellington will neither accept nor consider any proposal which is received after the time established herein for the opening of same regardless of the cause for delay in the arrival of a proposal. The same will be returned unopened.

D. Telegraphic or faxed proposals will not be considered.

E. Proposers are cautioned to allow ample time for transmittal of proposals by mail or otherwise.

4. WITHDRAWAL OF PROPOSALS BEFORE DATE OF PROPOSAL OPENING:

A. Any proposal may be withdrawn on written or telegraphic or fax request, dispatched in time for delivery in the normal course of business, at least one hour prior to the hour fixed for the opening of proposals. Fax number for the Finance Officer is (860) 870-3158.

5. INTERPRETATIONS OF CONTRACT DOCUMENTS:

A. No oral interpretations will be made to any proposer as to the meaning of the Specifications or Contract Documents. Every request for such an interpretation shall be made in writing by a proposer and forwarded to the Finance Officer, 55 Main Street, Ellington, Connecticut 06029 by mail or by fax. No inquiry received within five (5) days of the date fixed for opening of proposals will be given consideration. Every interpretation made to a proposer will be in the form of an addendum to the specifications. Said addendum will be sent as promptly as is practicable, to all persons to whom the Proposal Package has been issued. All such addenda shall become a part of the Contract Documents.

B. Except as specifically provided in Paragraph 5A, proposers are prohibited from contacting any Town employee, officer, or official concerning this Request for Proposals. Failure to comply with this requirement may result in disqualification.

6. EXAMINATION OF SPECIFICATIONS, ETC.:

A. These specifications are not to be considered proprietary. They were chosen in order to inform proposers as to the requirements of the Town as to the extent of service required and the time limits within which service must be provided.

The specifications shall be construed as minimum. The Town of Ellington shall be the sole judge as to whether any proposal complies with the specifications. Its decision shall be final and conclusive.

B. Each proposer shall thoroughly examine and be familiar with the Specifications, the Contract Documents and the existing system, hardware, software and peripherals. The failure or omission of any proposer to examine any form, instrument, addendum or other document, shall in no way relieve said proposer from any obligations with respect to his proposal. No proposer shall rely upon any oral representation of any person, town official, or employee concerning the intent of the specifications,

inconsistencies or modifications, nor will such reliance excuse performance in accordance with the contract nor be the basis for any claimed extra costs. Proposers shall raise any such issues by written request under Paragraph 5 hereof. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

7. AWARD OF CONTRACT:

A. The Town of Ellington reserves the right to reject any or all proposals, and/or to waive any informalities, omissions, excess verbiage or technical defects in the proposal.

B. The contract will be awarded to the lowest responsible and eligible general proposer expected to best provide for the needs of the Town while complying with the specifications and conditions of the Contract Documents, provided that his proposal is reasonable and that it is in the best interests of the Town of Ellington, Connecticut to accept it. Although price will be an important factor, it will not be the only basis for award of the contract. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance and other criteria relevant to the Town's interest, including compliance with the procedural requirements stated in this Request for Proposals.

C. The award of the contract, if same is to be awarded, will be made within ninety (90) days after opening of proposals for a period of one (1) year and providing the Town the option to extend the contract up to four (4) additional one (1) year periods.

D. The Town will not award the contract to any business that, or individual who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

E. The successful proposer will be required to execute a contract with the Town of Ellington within fourteen (14) days following the Notice of Award in form substantially as attached. The Notice of Award does not provide the proposer with any rights and does not impose on the Town any obligations. The Town is free to withdraw its award at any time and for any reason prior to the signing of the contract.

8. SALES TAXES AND COST OF PERMITS:

Sales tax does not have to be included in proposals as the Town of Ellington is exempt.

9. MANDATORY PRE-PROPOSAL CONFERENCE MEETING AND INSPECTION OF COMPUTER SYSTEM:

The Finance Officer will conduct a Mandatory Pre-Proposal Conference Meeting at the Ellington Town Hall on **Tuesday, April 7, 2015 AT 2:00 P.M.** for the purpose of reviewing the specifications and permitting proposers to review the existing computer system so as to be informed as to the existing hardware and software that is to be serviced. All potential proposers are required to attend. No proposal will be accepted from an entity not attending the pre-proposal conference meeting.

It is anticipated that a representative of The Computer Company, Inc., the current provider of service will be present to assist in the review of the existing systems. That firm may also make a proposal and its participation in the mandatory pre-bid meeting shall not disqualify it.

10. FREEDOM OF INFORMATION ACT:

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperated with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemptions) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not limited to appearing before the Freedom of Information Commission and providing witnesses and documents as appropriate.

TOWN OF ELLINGTON
PROPOSAL FORM

PROJECT: SERVICE AND MAINTENANCE OF THE ELLINGTON COMPUTER SYSTEM

1. The undersigned, having familiarized itself with all plans, specifications, and any addenda, hereby proposes to furnish all labor, materials, tools and equipment required for furnishing SERVICE AND MAINTENANCE FOR THE ELLINGTON COMPUTER SYSTEM complying in all respects with the Specifications.
2. The undersigned agrees that, if within ninety (90) days after the opening of the proposals, notice of the acceptance of this proposal shall be delivered to it at the business address given below, it will within fourteen (14) days thereafter, execute a contract for the work.
3. In submitting this proposal, it is understood that the Town of Ellington reserves the right to reject any or all proposals, to waive any informalities, omissions, excess verbiage or technical defects in the proposal, and the Town need not necessarily award the contract to the lowest proposer if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another proposal; and it is agreed that this bid may not be withdrawn for a period of ninety (90) days from the date of opening proposals.
4. Attached hereto are the following:
 - 4.1 Proposer's Qualification Statement (a statement generated by Proposer stating your experience and ability to perform if you are a successful proposer).
 - 4.2 Non-collusion Affidavit.
 - 4.3 Bid Bond with Surety equal to \$2,500.
 - 4.4 A detailed description of the services to be provided, consistent with the Specifications, and all costs associated with the same.
5. This Proposal is dated as at April 15, 2015.

**CERTIFICATE OF INSURANCE
REQUIREMENTS FOR RFP**

Insurance. The Contractor shall provide documentation at the time of execution of the Contract, if not previously submitted, that the following coverage's and limits of liability are in effect for the Contract term through insurers licensed to do business in Connecticut:

A. Workers' Compensation.

1. State: Statutory Coverage
2. Employer's Liability: \$100,000.00

B. Comprehensive General Liability (including Premises and Operations; Independent Contractors' Protection; Products and Completion; Broad Form Property Damage, and Asbestos Liability):

1. Bodily Injury:
\$2,000,000.00 each occurrence;
\$2,000,000.00 available annual aggregate
2. Personal Injury with Employment Exclusion Deleted:
\$2,000,000.00 available annual aggregate
3. Property Damage:
\$2,000,000.00 each occurrence;
\$2,000,000.00 available annual aggregate

C. Comprehensive Automobile Liability:

1. \$2,000,000.00 each person
2. \$2,000,000.00 each accident

D. Contractual Liability:

1. Bodily Injury: \$2,000,000 each occurrence
2. Property Damage: \$2,000,000 available annual aggregate

E. All policies shall name the Town as additional insureds.

F. All Sub-contractors on this Project shall carry the same coverages as required for the Contractor in A through E of this sub-section, and the Contractor shall determine that such coverage is in effect prior to allowing any Sub-contractor to commence work.

G. All policies must have a 30 (thirty) day advance written notice of cancellation requirement with any such notice to be sent to Nicholas J. DiCorleto, Jr., Ellington Finance Officer, P.O. Box 187, Ellington, CT 06029.

PROPOSAL BOND

1. KNOW ALL MEN BY THESE PRESENTS, that _____

(insert full name and address or legal title of Contractor)

Proposer and Principal, is held and is firmly bound unto the Town of Ellington, 55 Main Street, Ellington, CT 06029 as Obligee, hereinafter called the Town, in the sum of **TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS**, for the payment of which sum well and truly to be made, the said Proposer-Bidder-Principal, binds himself, his heirs, executors, administrators, successors and assigns, firmly by these presents.

2. WHEREAS, the Principal has submitted a Proposal for an Ellington Project entitled **"SERVICE AND MAINTENANCE OF COMPUTER SYSTEM"**;

3. NOW, THEREFORE, if the Town shall accept the Proposal of the Proposer-Principal and the Proposer-Principal shall enter into a Contract with the Town in accordance with the terms of such Proposal or in the event of the failure of the Principal to enter such Contracts, if the Principal shall pay to the Town the difference not to exceed the penalty hereof between the amount specified in said Proposal and such larger amount for which the Town may in good faith contract with another party to perform the Work covered by said Proposal and such additional costs to advertise and review additional proposals, then this obligation shall be null and void, otherwise to remain in full force and effect.

4. The Bidder-Principal has delivered a bank or certified check in the sum set forth above payable to the Town of Ellington which shall constitute surety for this Bond. The Town is entitled to hold or negotiate said check at its option pending satisfaction of this obligation.

Signed and sealed this day of April, 2015.

WITNESS:

BIDDER-PRINCIPAL:

(Name of Bidder)

By _____
(Print Name and Title)

NAME OF SURETY COMPANY _____

By _____
TYPE NAME and AUTHORITY

NOTE: The Proposal Bond must have surety. The Town will accept a bank check or certified check payable to the Town of Ellington in the amount of the bond or execution of the Proposal Bond by a surety company. If a surety Company executes this Bond as surety, then Paragraph 4 should be eliminated which may be done by line out or copying the bond without that paragraph.

NON-COLLUSION AFFIDAVIT
RE: 2015 SERVICE AND MAINTENANCE OF COMPUTER SYSTEM

To the Town of Ellington:

This is to certify that in submitting this Proposal, PROPOSER represents that this Proposal is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; PROPOSER has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from a proposal; PROPOSER has not sought by collusion to obtain for himself any advantage over any other Proposer or other OWNER; and the PROPOSER or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the Proposal or award of the referenced contract.

DATED: _____, 2015.

PROPOSER:

By _____

SUBSCRIBED and sworn to
before me this ____ day
of _____, 2015.

Notary Public

**SPECIFICATIONS
For Request for Proposal
Town of Ellington**

**SERVICE AND MAINTENANCE OF COMPUTER SYSTEM
March 26, 2015**

SCOPE OF SERVICES REQUESTED

Request for Hourly Rate: The Town of Ellington is requesting a proposed hourly rate to service and maintain its Microsoft-based network and computer workstations, file servers, security, Internet, computers, monitors, printers and related equipment in the network and non-network to maintain all components working at optimum performance and to install software upgrades and new software as acquired by the Town.

To repair computers on an as needed basis.

Service coverage for all workstations and peripherals will be during normal business hours (Monday: 8:30 a.m. to 6:00 p.m., Tuesday-Thursday: 8:30 a.m. to 4:00 p.m. and Friday: 8:30 a.m. to 1:30 p.m., excluding Town Holidays) with 4 (four) hours on-site response and next day (24 hr.) repair for replacement of parts or if equipment must be taken off site.

Network Servers will require 24 hours-7 days service coverage, 2-hour on-site response time and onsite repair with same day fix including monitors, mouse, and keyboard dedicated to the server.

If installation of new software, updates, or scheduled maintenance requires the file server or workstations to be down for more than two (2) hours, then the work must be completed at other than normal business hours.

The Town of Ellington has standardized on Microsoft products for standard application software.

The Town of Ellington has ninety-two (92) computer workstations at various town locations:

<u>Stations</u>	<u>Location</u>
1	Animal Control Office
11	Department of Public Works
10	Town Hall Annex
28	Town Hall
14	Parks and Recreation/Human Services Building
7	Police Station
8	Senior Center
6	Central Fire Department and substation Crystal Lake Fire Department
7	Emergency Volunteer Ambulance Corps

There are sixteen (16) file servers located at:

1	Department of Public Works
13	Town Hall 13 Virtual Servers on 2 Physical Servers
1	Parks and Recreation/Human Services Building
1	Police Station

The proposal should include consulting services in the following areas:

Before equipment and software is purchased, the firm responsible for service and maintenance of the Town's computer system will be consulted for compliance with network system requirements.

To inform the Town of Ellington on improvements/enhancements required to maintain the file servers, network, computers, Internet, related equipment, upgrades to software in optimum performance.

Special Projects/Specialized Software

This is not an exclusive contract. Additional vendors may be hired for special projects, or to work on the specialized software installed on the town's computer system.

Security:

Because of the access to secure financial, record and police data, it will be necessary for the proposer to verify the good character of each person having access to the Town computer system and each person will be required to consent to a police background check.

Technical requirements:

Due to the complex town computer system, the town is requiring the following:

Microsoft Silver competency in one or more of the following knowledge areas:

- Application Integration
- Datacenter
- Hosting
- Midmarket Solution Provider
- Small Business

Microsoft Certified IT Professional (MCITP) 2008
Microsoft Certified Technology Specialist (MCTS) 2008
Microsoft Certified Solutions Associate (MCSA) 2012
Microsoft Cluster Server 2012 Experience
VM Capacity planning and design
SAN deployment, disaster recovery solutions, multi-site AD replication
troubleshooting, and Group Policy modeling
SonicWall IPSEC VPNs, encrypted multi-TB backup solutions
Security analysis, IDS, IPS, auditing, and monitoring
Antivirus solutions and methodology
Data center hosting for websites, spam filtering, and DNS.
Exchanged 2013 administration
Datto Backup Solutions Partner and Datto Certified Technician
System Imaging, Windows Deployment Services (WDS) and WSUS
Good working knowledge of routing, switching, and Ethernet cabling

Additional requirements recommended:

- Microsoft Partner for MOLP government licensing
- SonicWall, HP, Symantec partner
- CompTIA A+, Network+, and Security+
- Microsoft MTA: IT Infrastructure 2012
- Cisco Certified Network Associate

Microsoft Office Specialist

Experience with some of the town main software:

Quality Data Systems
Vision Appraisals
Microsoft Dynamics Great Plains
ERSI, Geographic Information Software

The Town reserves the right to negotiate any proposal with any selected proposer to define better services to be provided for clarity or to negotiate one or more areas of pricing that may not be acceptable to the Town.

CONTRACT

The successful proposer will be expected to enter into a written one-year contract with the Town's option to renew up to four (4) additional one-year terms based on the vendor's performance of its obligation under the contract. The contract will contain additional standard provisions:

Insurance Requirements: See attached schedule of required insurance

Taxes: The Town of Ellington is exempt from Connecticut Sales Tax.

Payment: The vendor may bill the Town monthly for work performed during the preceding month which bill will be paid within 30 days after approval by the Finance Officer. No interest or service charge will be accepted.

Disputes: Will be resolved by arbitration.

Administration: Vendor's services will be engaged by an authorized list of employees who will also be required to verify vendor's time charges

Contract will be non-assignable

Contractor must represent that it has the technical knowledge, skill, resources and adequate staff to meet the requirements of this contract, that it has familiarized itself with the Town's computer network, hardware and software such that it will be able to perform its service and maintenance function.

Mandatory Pre-Proposal Conference: The Finance Officer will conduct a Mandatory Pre-Proposal Conference in the Meeting Hall of the Ellington Town Hall, 55 Main Street, Ellington, CT on the seventh (7th) day, April 7, 2015 at 2:00 P. M., prevailing time for the purpose of addressing questions concerning the meaning and objective of this Request and to conduct a viewing of the computer system as it exists. Any technical questions that cannot be answered then will be researched and answered by an amendment to the RFP issued to all who have obtained a copy.

PROPOSAL

The undersigned company proposes to provide service and maintenance of the Ellington computer system as described in the RFP dated April 15, 2015 upon the following terms:

	ON SITE HOURLY	OFF SITE HOURLY
Service during normal business hours	_____	_____
Service workdays after normal hours	_____	_____
Service on Saturdays	_____	_____
Service on Sundays or Holidays	_____	_____
Consulting Services	_____	_____
Other Services Defined by Proposer	_____	_____

Name of Proposer /Company _____

Street Address of Proposer _____

Town/City _____

State and Zip Code _____

Mailing Address (if different) _____

Telephone Number _____

FAX Number _____

E-mail address _____

Printed Name of person making proposal _____

Signature and office held _____

ATTACHMENTS TO PROPOSAL—QUALIFICATION STATEMENT

Please attach to your proposal all such information concerning your company as you believe will assist the Town in understanding that you have the capability and ability to provide the service desired. It should at least include a description of the proposer company, identification of the persons who will provide the service with biographical information to demonstrate their training and ability and a list of installations which you have serviced as both a demonstration of your ability and for references.

TOWN OF ELLINGTON CONTRACT

2015 SERVICE AND MAINTENANCE OF THE ELLINGTON COMPUTER SYSTEM

AGREEMENT made as of the _____ day of _____, between the Town of Ellington, acting herein by Maurice Blanchette, First Selectman, 55 Main Street, P.O. Box 187, Ellington, Connecticut 06029, hereinafter referred to as "the Town" and in supplemental documents as "the Owner", and _____ with a principal office located at _____ hereinafter referred to as "the Contractor".

The Project Coordinator is: *Nicholas J. DiCorleto, Jr., Finance Officer*

The Town and the Contractor agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

1.1 The Contract Documents consist of all of the documents listed in Paragraph 1.2. All of the documents form the Contract between the parties and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract is the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than modifications subsequent to this Agreement, are listed in Section 1.2.

1.2 The Contract Documents, except for modifications which may be issued after execution of this Agreement, are:

- (a) This contract as executed by the parties;
- (b) The Request for Proposals dated April 15, 2015
- (c) Proposal of Contractor, dated _____, and all documents submitted therewith.

ARTICLE 2: CONTRACT WORK

The Contractor shall provide and furnish competent technical personnel and furnish all labor and materials necessary to do all of the following (the "Contract Work"):

2.1 To provide service for and to maintain the Town's computer work stations, computer system, its Microsoft based network, file servers, security, Internet, computers, monitors, printers and related equipment in the network and non-network to maintain all components working at optimum performance and to install software upgrades and new software as acquired by the Town; to repair computers and related equipment on an as-needed basis.

2.2 To provide the above services during normal business hours for Town offices (Monday: 8:30 a.m. to 6:00 p.m., Tuesday-Thursday: 8:30 a.m. to 4:00 p.m. and Friday: 8:30 a.m. to 1:30 p.m., excluding Town Holidays) with four (4) hours on-site response and next day (24 hour) repair for replacement of parts or if equipment must be taken off-site, and provide Network servers with 24 hour, 7 day service coverage with a two (2) hour on-site response time and onsite repair with same day fix

including monitors, mouse, and keyboard dedicated to the server. If installation of new software, updates, or scheduled maintenance requires the file server or work stations to be down for more than two (2) hours, then the work must be completed at other than normal business hours.

2.3 To provide consulting services, as requested, to advise regarding computer system and network requirements before additional equipment, software or replacement equipment is acquired.

2.4 To inform and advise the Project Coordinator of improvements, enhancements or upgrades required or beneficial to maintain the file servers, network, computers, Internet, related equipment, and/or software in optimum performance.

2.5 Unless the Town has contracted separately with a vendor to install a program or system provided by it, Contractor will remove the old programs or systems as required and install upgrades, new programs or systems acquired by the Town as the Town may choose at any time during the contract term or option term.

ARTICLE 3:
TERM OF CONTRACT

3.1 Contractor shall begin work on May 1, 2015 and continue for a period of one year until April 30, 2016.

3.2 OPTION TO RENEW: The Town of Ellington shall have the option to renew this contract for four additional years upon all of the same terms and conditions provided it gives Contractor notice of its exercise of this option not later than 30 days prior to the May 1st beginning date for any succeeding option year.

ARTICLE 4:
CONTRACT SUM

Town shall pay the Contractor for the Contractor's performance of the Contract Work based upon the service actually performed as billed on a monthly basis at the following hourly rates:

4.1 For all service during normal workdays whether during normal business hours or after hours, on site or off site \$

4.2 For all service on Saturdays, Sundays or Holidays on site or off site

4.3 For all consulting services

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ARTICLE 5:

PAYMENT

Contractor shall submit its bills periodically, but not more frequently than monthly, to the Project Coordinator who shall review the bill and resolve any inconsistencies with the Contractor. Upon approval of the bill by the Project Coordinator, he shall process the bill for payment in the normal course of bill payments by the Town. Payment will be made within 30 days after Project Coordinator's approval of the bill.

ARTICLE 6:
ADDITIONAL PROVISIONS

6.1 Conflicts. In the event that any provision of any other Contract Document is so inconsistent with the terms of this Agreement as to be mutually exclusive, then the terms of this Agreement shall control.

6.2 Pre-Conditions. The Contractor acknowledges that it has examined, to its satisfaction, all conditions relating to the work to be performed and all specifications for the Contract Work and has not relied upon any oral representation of any Town official or employee concerning site condition or job requirements. The Contractor has examined or had the opportunity to examine the existing hardware and software presently in use within the Town and Contractor represents that it has the expertise, competence and ability to provide the service and maintenance of this computer system and all of its components.

6.3 Knowledge of Laws. The Contractor acknowledges that it is familiar with all federal and state laws and all local By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Contract Work, or the material and equipment used in the Contract Work, or in any way affect the conduct of the Contract Work, and no claim of misunderstanding or lack of knowledge of the same will be considered a basis for terminating the Contract Work or amending this Agreement.

The Contractor further represents that it has the technical knowledge, skill, resources and adequate staff to meet the requirements of this Contract, that it has familiarized itself with the Town's computer network, hardware and software such that it will be able to perform the Contract Work.

6.4 Discrepancies. If, at any time, the Contractor shall determine that there are discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or that any provision conflicts with any law, regulation or code, the Contractor shall immediately notify the Owner. If the Owner determines that clarification is necessary, such clarification shall be made in writing as an addendum to this Agreement and shall be signed by the parties. No verbal instructions or interpretations shall be deemed valid.

6.5 Governing Law. This Agreement and any other Contract Document shall be governed by and interpreted under the laws of the State of Connecticut. If any provision of this Agreement or any other Contract Document is found to be invalid or unenforceable by any court, the same shall not affect the remainder of the Agreement or other Contract Document, which shall remain in effect as if the invalid or unenforceable provision had not been included therein.

6.6 Dispute Resolution. The parties agree that if any dispute arises under this contract, it is to be resolved by arbitration before a panel of three (3) commercial arbiters pursuant to the Rules of the American Arbitration Association which shall conduct any hearing in Tolland County unless AAA dictate otherwise. Each party shall pay all of its own costs to prosecute or defend any arbitration or resulting court action.

6.7 Captions. Captions used in this Agreement are for convenience only and are not intended to be limitations on, nor interpretations of, the specific provisions hereof.

6.8 Non-Assignability. No assignment of the rights, obligations or interests by a party in this Agreement will be binding on the other party without its written consent and no such assignment shall release or discharge the assignor from any duty, obligation or responsibility under this Agreement or under any other Contract Document.

6.9 Contractor hereby agrees to indemnify and hold Owner, its agents, servants and employees harmless from any and all claims, demands, liabilities, and lawsuits, including reasonable attorney's fees incurred thereby, resulting from or pertaining to any alleged violations by Contractor of any and all applicable federal, state and local laws, rules and regulations in effect and applicable to the Contract Work without limitation, claims of discrimination, wages, benefits or injuries or the violation of any patent or copyright.

6.10 Non-Discrimination. Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated, when employed, without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer".

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above.

TOWN OF ELLINGTON

By _____
Maurice W. Blanchette
Its First Selectman

By _____
Its President
Duly Authorized