

**SPECIFICATIONS
AND
BID DOCUMENTS**



**REQUEST FOR PROPOSAL
2021-0001
Public Safety Communications System**

**Office of the First Selectman
501 Main Street South
Southbury, CT 06488
February 6, 2021**

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1.0.0 Introduction

The Town of Southbury is seeking firm, fixed-priced proposals from qualified bidders to update, replace or overhaul the existing **Public Safety Communication Systems (PSCS)** currently used by Emergency Services and Public Works.

Southbury's PSCS is partitioned into five categories, as follows:

- A full-time Police Department operating on a VHF digital system
- A Public Works Department operating on a VHF analog system
- Southbury Volunteer Fire Department on a VHF analog system
- Southbury Ambulance Association (**SAA**) on a VHF analog system
- Heritage Village Ambulance Association (**HVAA**) on a VHF analog system

Southbury's fixed radio infrastructure consists of five sites.

- Two of these sites are Transmit/Receive
- The other three sites are Recieve only
- Two of the sites have towers
- The other three sites are mounted on buildings or other structures.

Southbury has a total area of 40.1 square miles (103.8 km²), of which 39.0 square miles (101.0 km²) is land and 1.1 square miles (2.8 km²), or 2.69%, is water. Southbury's population is about 19,700. Southbury has about 220 miles of paved roads.

Towns that border Southbury are Middlebury to the northeast, Oxford to the east and southeast, Newtown to the southwest, Bridgewater to the west, and Roxbury and Woodbury to the north.

1.1.0 Project Scope

1.1.1 The bidder may propose and price a PSCS solution based upon a VHF Simulcast architecture utilizing existing Town of Southbury towers or additional towers as the bidder determines to be necessary to achieve town-wide communications coverage.

1.1.2 Alternatively, the bidder may propose and price a PSCS solution that is compatible with and has been demonstrated to interoperate with the existing **Connecticut Land Mobile Radio Network (CLMRN)**. This system operates in the 700/800 MHz band in which the Southbury radios would be a participant in a Trunked, P25 type system.

1.1.3 Also, the bidder may propose and price both the VHF option described in 1.1.1 and the CLMRN option as described in 1.1.2.

1.1.4 If the bidder proposes a VHF system as described in 1.1.1, their solution must be capable of interoperating with the CLMRN.

1.1.5 In either case, the bidder must provide subscriber units and equipment that will interoperate with the CLMRN for the Southbury Police Department.

1.1.6 Prediction coverage maps shall be created for both foliated and defoliated tree conditions and analog/digital frequencies.

- Coverage maps shall be provided for each solution offered by a bidder.
- Coverage prediction maps shall be based upon commonly used RF propagation models. The RF propagation models used by the bidder shall be identified.
- Maps shall illustrate coverage quality in not less than three color codes. Each color code shall be defined as a range of RF strength referenced in dBm.
- Map resolution shall be sufficient to allow individual streets and major building locations to be interpretable.
- The locations of each repeater tower or site used in the development of coverage maps for a 700/800 MHz and/or a VHF configuration shall be clearly identified in the coverage maps. Primary characteristics of each repeater shall be identified, and shall include: Radiated power at the antenna; receiver(s) RF sensitivity; assumed antenna pattern.

1.1.7 The bidder will be responsible for any modifications made to the antenna sites.

1.1.8 The bidder will also be responsible for any modifications to existing mechanical, electrical, or electronic equipment that remains a functional part of the upgraded PSCS.

1.1.9 The bidder shall detail all mechanical and electrical work required to be performed by the Town of Southbury to install the proposed PSCS equipment in the Central Electronics Bank, Dispatch Room, and the Tower Enclosures. This scope of this support includes air conditioners and emergency generators.

1.1.10 The bidder shall review the characteristics of Southbury's existing UPS/backup power equipment to determine if the existing equipment is suitable to operate with any newly proposed PSCS equipment at the Central Electronics Bank and Tower enclosures. Compatibility characteristics shall include the following:

- Upper and Lower Voltage Limits
- Transfer Times
- Power Waveform Quality (e.g., waveform distortion)
- Power Capacity (wattage)
- And inspection of the existing grounding techniques related to electronic interference and lightning strike tolerance.

2.0.0 Dissemination of Key Information to Potential Bidders

2.0.1 To help potential bidders understand our existing PSCS infrastructure, all are invited and encouraged to participate in a series of meetings and guided tours before preparing a bid package.

- These meetings and guided tours are intended to familiarize potential bidders with our existing infrastructure, its capabilities, and limitations.
- The quantity in use and specifications of the current communications system will be discussed at the informational meeting.

2.0.2 The Town will schedule an introductory informational meeting two weeks after posting this RFP on February 24, 2021.

- Prospective bidders should contact the Southbury First Selectman's office for the meeting details.

2.0.3 Potential bidders should also plan to meet with each organization and department to ensure that their operational needs are understood.

- The First Selectman's Office will schedule these organizational meetings between February 25, 2021 and March 10, 2021.

2.0.4 The bidder shall propose quantities and types of communications equipment and related support equipment based upon direct interviews with each organization. The Town of Southbury will coordinate and host the meetings upon request from the bidder.

3.0.0 Equipment Characteristics

For each hardware item offered, the bidder shall provide the following:

- Part Number or Model Number
- Source of manufacture (Company name and location of equipment production)
- Degree of maturity of equipment (i.e., time since initial production release of each type of equipment offered)
- Time remaining before the proposed equipment is expected to cease production or a defined period during which the equipment is assured to remain in production.
- Production stability (i.e., amount of Dash Number changes since initial production release) shall include software and hardware changes
- Environmental ratings (operating temperature limit and any limitations regarding transmit/receive ratio at elevated temperatures)
- Electrical power requirements, including but not limited to lower/upper voltage, wattage consumption, ability to tolerate power transients
- Drop test standards and results – for items likely to be dropped in service
- Rain and humidity qualification standards
- Description (with illustrations) of operator interfaces

- Predicted Mean Time Between Failure (MTBF) and environmental conditions under which MTBF was calculated
- Specification sheets shall be provided for each equipment type and include Sensitivity/ RF power out/ frequency range capability/ all modulation techniques that the radio complies with/ near in-band interference rejection
- Qualification reports shall be made available upon request from the Town of Southbury.
- The bidder shall provide a list of the Commercial and/or Military qualification standards applicable to each hardware item.

4.0.0 Field Qualification Trials

4.0.1 Field tests shall be conducted in conjunction with the equipment supplier and Southbury officials to verify coverage via in-field tests within Southbury's geographic boundaries using actual radio hardware to yield a minimum of 95 percent coverage at a 97 percent confidence level.

- Field testing shall be conducted utilizing uniformly sized grid squares based on the corporate boundary and local terrain characteristics.
- Also, tests will be conducted at select locations (as determined by the Town of Southbury), and the results of these tests shall be separately recorded and reported.

4.0.2 Bidder shall propose a rigorous testing and evaluation process for the proposed system conducted upon system completion. Appendix A is provided as a guideline.

5.0.0 Bidding Breakouts

5.0.1 Bids will have a separate **Contract Line Item (CLIN)** for each respective organization's communications needs (Police, Fire, Public Works, HVAA, SAA). Within each organization's breakouts, the proposed communication hardware associated and required support equipment shall be included. For example:

- mobile and portable radios
- spare batteries
- charging docks
- Communications Console upgrades,
- mounting hardware to install equipment in vehicles
- Communications Console

5.0.2 Separate CLIN for any antenna site equipment to be added or modified.

5.0.3 Separate CLIN for long -term support of all equipment and embedded software that the bidder offers.

- We require pricing for at least a five-year baseline support contract and request pricing for a more extended duration support contract of at least ten years.

- Bidder shall clearly state if ten-year hardware and software support is available and shall provide pricing for such extended hardware and software support.

5.0.4 Separate CLIN for removing existing equipment in mobile vehicles and installation, plus initial functional checkout of newly installed equipment.

- Provide separate breakouts for each of the five organizations involved (Public Works, SAA, HVAA, Police, & Fire)

5.0.5 Separate CLIN for system training.

- The scope of such training shall be defined in detail, and
- such training shall be performed with Southbury personnel before cut-over to the new system.

5.0.6 The bidder will be required to provide installation drawings and wiring diagrams for the updated/upgraded communication systems. This documentation package shall include:

- Antenna sites
- Vehicle installations
- Communications consoles
- Backhaul (connectivity) configuration. The bidder must identify if the existing Town of Southbury T1 lines will be required to remain active or can be decommissioned.

6.0.0 Project Plans and Status Reports

6.0.1 The bidder shall provide a preliminary plan and schedule defined in terms of "Months after Contract Start" that describes the upgrade process and functional checkout/verification testing for all components and radio types.

6.0.2 Once under contract to proceed, the Contractor shall provide monthly status reports to include:

- overall project progress
- risk areas
- requests for information from Southbury
- pending requirements to inspect Town offices and Communication Consoles
- the anticipated start of physical upgrades to Antenna Sites
- the expected start of physical upgrades to Communications Consoles,
- the scheduled start of physical upgrades to Police/Fire/Public Works/HVAA/SAA vehicles.

7.0.0 Service Response

7.0.1 Bidder shall identify where the central office is located and where support personnel are located.

7.0.2 The bidder shall define response times for on-site resolution of issues for varying levels of failures, ranging from **major** (significant loss of system services) to **routine** maintenance and intermittent system performance.

Response time to be on-site to initiate resolution shall be divided into two categories:

7.0.3 Major Category - defined as

- loss of all Police, EMS, and Fire communications
- partial loss of; Police, EMS, or Fire communications
- loss of Simulcast capability
- loss of redundancy at the Communications Console while the remaining redundant hardware remains at nominal capacity
- loss of all Communications capability at the Communications Consoles

7.0.4 Routine Category - defined as

- faults, disruptions, erratic voice intelligibility that can still be understood with an occasional need to repeat messages
- prescheduled inspections
- routine software updates

8.0.0 Financial

8.0.1 The bidder may propose an incremental progress payment schedule instead of submitting one final single invoice following Town acceptance of the entire communications system.

The alternative payment plan proposed should be tied to measurable, "significant milestones" such as:

- All communication hardware delivered to the bidder's facility, software installed, and ready to transport to Southbury locations.
- Installation of equipment installed and functional into 75 percent of vehicles.
- Communication consoles upgraded and verified to be operational.
 - Testing shall include interoperability with the Connecticut State Police
 - and shall consist of intercommunications demonstrations among the five Southbury organizations listed in this RFP.
- Antenna sites (if applicable) updated.
- A successful initial demonstration of changeover from existing to new communications equipment for all departments and organizations
- Successful completion of communications coverage testing in the field

8.0.2 The bidder may propose percentage payments related to each milestone.

8.0.3 The bidder is further encouraged to offer a "Lease-type" contract, if available for all CLINs.

8.0.4 Ten (10) percent of the total contract price will be held back until sixty days of continuous communication performance has been achieved and 100 percent of equipment has been installed and verified to be operational.

9.0.0 Bid Evaluation Process

9.0.1 Bidders' proposals will be evaluated on a best value basis to the Town of Southbury.

9.0.2 Primary evaluation parameters, non-prioritized, include, but are not limited to:

- Completeness of description
- Commitment to long-term availability of hardware, software maintenance, and on-site support of equipment.
 - Note that the bidder must identify anticipated "end-of-life" for each hardware and software item.
- Location of the bidder's center(s) for hardware and software support
- Clarity of commitment to timeliness in responding to the resolution of issues
- Single-point of support responsibility is an evaluation factor
- Recurring prices for communications equipment, broken out by organizational department (Police, Fire, Public Works, EMS, etc.)
- Commitment to achieving at least 95 percent communication coverage within Southbury town borders
- All one-time costs, broken out logically such that Southbury reviewers can understand the proposed charges as allocated to:
 - Equipment installation designs
 - Off-site work at antenna sites
 - Any new software that is unique to the Southbury Communications system
 - Test and demonstration plans
 - Training documents
 - Installation and wiring drawings
 - Operator Instructions for Consoles, radios, and other equipment

10.0.0 CONTRACT CONSIDERATIONS

10.0.1 EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan that declares that the Contractor does not discriminate based on race, color, religion, sex, national origin, or age, which specifies goals target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate based on race, color, religion, sex, national origin, or age.

Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

10.0.2 INDEMNIFICATION

The awarded firm agrees to indemnify, defend, and save harmless, the Town of Southbury, as well as its officers, agents, and employees from any and all claims and losses to the extent caused by the negligent act, error, or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the Town of Southbury or its officers, agents or employees.

The Town, as a sovereign government, cannot indemnify businesses or individuals.

10.0.3 INSURANCE

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

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage, and Bodily Injury coverage
- Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes

Any subcontractor to a contracted firm shall be likewise covered and shall furnish certificates of coverage acceptable to the Town before starting work.

The awarded firm shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to this project,

the awarded firm shall maintain coverage for a reasonable period after the date of substantial completion of the project as agreed to by the Town and the awarded firm.

10.0.4 INVOICING AND PAYMENT

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

10.0.5 AWARD CONSIDERATIONS

The Town may reject any or all proposals or submittals for such reason as it may deem proper. In acceptance of proposals or submittals, the Town will be guided by consideration of the interests of the Town. The Town also reserves the right to negotiate further with one or more of the firms as to any features of their proposals or submittals and accept modifications of the work and price when such action will be in the Town's best interests.

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

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

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

**REQUEST FOR PROPOSALS
TOWN OF SOUTHBURY, CONNECTICUT 06488**

Due Date: 11:00 a.m., April 15, 2021

Town of Southbury
Office of the First Selectman
501 Main Street South
Southbury, Connecticut 06488

In accordance with the Town's requirements, the undersigned agrees to provide services as defined herein.

The undersigned is familiar with the conditions surrounding this Request for Proposal, is aware that the Town reserves the right to reject any and all proposals, and is making submission without collusion with any other person, individual or corporate.

Company Name

Address

Town

State

Zip

Telephone Number

Federal ID #

Email address

Signature

Printed Name

Title

Date

TOWN OF SOUTHBURY
Public Safety Communications System

RFP 2021-0001

Proposal Check List

This form need not be returned with your submittal. It is suggested that you review and check off each action as you complete it.

___ 1. The proposal has been signed by a duly authorized representative of the company. ___ 2. Any fee schedule you have offered has been reviewed and verified.

___ 3. Standard payment terms are net 30 [days. Net](#) terms for periods less than 30 days may result in proposal rejection. (You may offer cash discounts for prompt payment).

___ 4. Any technical or descriptive literature, drawings or proposal samples that are required have been included with the proposal.

___ 5. Any addenda to this document have been acknowledged and included.

___ 6. The envelope has been addressed to:

Town of Southbury
RFP Public Safety Communications System
Office of the First Selectman
501 Main Street South
Southbury, CT 06488

___ 7. The envelope has been clearly marked with the proposal number and opening date.

___ 8. If additional copies are required as part of your response, make sure the original is clearly marked.

___ 9. The proposal is mailed or hand-delivered in time to be received no later than the designated opening date and time. Late responses are **NOT** accepted under any circumstances. Faxed responses are **not** accepted. Please allow enough time if mailing your proposal.

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

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

ACKNOWLEDGEMENT OF RECEIPT

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

ORDINANCE RECEIVED BY:

(Print name)

_(Signature)

_(Date)

Code of Ethics/Conflict of Interest Ordinance

A. Declaration of Policy.

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

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

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

B. Definitions.

The following definitions shall apply to this Ordinance:

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

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

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

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

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

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

b. Close business relationship; or

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

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

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

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

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

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

C. Disclosure of Conflict.

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

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

D. Determination of Materiality.

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

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

E. Disqualification.

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

F. Claim of Conflict.

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

G. Gifts and Favors.

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

H. Representation.

1. Without the prior written consent of the Ethics Commission, no Town employee or public official shall appear for Compensation before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.

2. Without the prior written consent of the Ethics Commission, no present or former Town employee or public official shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.

3. No Town employee or public official shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.

4. No former Town employee or public official who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

I. Independent Contractors.

Before hiring any consultant, independent Contractor or other advisor, the officer, employee, board or commission that proposes to hire the independent Contractor shall inquire whether the independent Contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent Contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board or commission). Prior to hiring any independent contractor with a conflict, the officer, employee, board or commission proposing to hire the independent Contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent Contractor should be hired. The decision and the reasons therefore must be a matter of public record.

No consultant, independent Contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent Contractor or advisor. No consultant, independent Contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent Contractor or advisor disclose confidential information learned while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

J. Procedure.

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made

against individuals formerly in office or formerly employed.

Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

K. Penalties.

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

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

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

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

L. Concurrent Offices.

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

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

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

M. Meetings.

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

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

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

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

N. Indemnification Certificate:

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

Appendix A

Delivered Audio Quality (DAQ) is the most common signal quality measure in P25 for Public Safety. For Public Safety, the accepted objective is to provide DAQ 3.4 over the service area. DAQ 3.4 is defined as "speech understandable with repetition only rarely required, and with some noise and/or distortion."

| DAQ | Definition | |
|-----|--|---|
| 1 | Unusable. Speech present but not understandable. | The Town shall provide test messages representing commonly used dispatch language for the Fire and Police Departments. The Vendor and the Town will mutually agree on the test messages. The test messages will be no longer than 10 seconds in length. Test messages will be drawn at random, read and evaluated. If a majority of the evaluation team believes that the test message met a minimum DAQ of 3.4 on the first transmission, the grid passes. |
| 2 | Speech understandable with considerable effort. Requires frequent repetition due to noise or distortion. | |
| 3 | Speech understandable with slight effort. Requires occasional repetition due to noise or distortion. | If a test point is evaluated on-street utilizing the configured test instrumentation, and a majority of the evaluation team believes that test message did not meet a minimum DAQ of 3.4 on the first transmission, the grid fails. |
| 3.4 | Speech understandable without repetition. Some noise or distortion present. | |
| 4 | Speech easily understandable. Little noise or distortion. | If a test point is evaluated in-building utilizing a portable radio, and a majority of the evaluation team believes that the test message did not meet a minimum DAQ of 3.4, a building penetration loss level must be determined. |
| 4.5 | Speech easily understandable. Rare noise or distortion. | |
| 5 | Perfect. No distortion or noise discernible. | Coverage calculations will be made for the entire grid array across the entire Town boundaries, and then for the entire grid array after excluding the tests performed inside buildings. |