

**Request for Proposals  
2013-035**

The City of Bristol, Connecticut is accepting proposals for the following:

**Leasing of  
Computer Equipment**

All submittals must be made in accordance with the specifications supplied by

The City of Bristol  
Purchasing Office  
111 North Main Street  
Bristol, CT 06010

Submittals will be received until **1:00 pm, November 29, 2012.**

Roger D. Rousseau  
Purchasing Agent  
Tel (860) 584-6195  
Fax (860) 584-6171  
<http://www.bristolct.gov/bids>

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# REQUEST FOR PROPOSALS CITY OF BRISTOL, CONNECTICUT

2013-035

## Leasing of Computer Equipment

### I. PROJECT SPECIFICATIONS

#### I.1. INTRODUCTION

The City of Bristol has leases for approximately 2,000 desktop computers, 50 laptops, and about 50 servers that expire in distinct segments from February 2013 until approximately March 2017 (a summary of current equipment schedules is attached for reference only). It is expected that leases shall be for 48-month terms, and shall be operating leases (not capital leases). The City is additionally interested in 36-month lease terms.

#### I.2. SCOPE OF SERVICES

##### A. General Requirements

- Supply financing for new Computers and Servers, and other equipment as necessary.
- Provide de-installation services at end of lease.

##### B. Vendor(s)

- Award will be made to one leasing provider.
- Equipment purchased shall be Tier-1 equipment, purchased through pricing established via existing State of Connecticut contracts by the lessor.
- The City intends to include manufacturer warranty on any and all equipment specifications, which will not be for a time period less than the lease period (i.e. all equipment will be fully covered by the manufacturer warranty during the lease).

##### C. Financing

- Since equipment will be delivered to the City in multiple stages, the financing strategy for this lease must be a fair market lease/master lease agreement arrangement.
- Ownership of the equipment will belong to the vendor, not the City. All taxes, property or otherwise, shall solely be the responsibility of the lessor.
- The lease must be flexible for the City to upgrade the equipment and change configurations during the lease period without having to process a new contract. This consideration is to be based on changes in technology.
- Proposal must include both the applicable interest rate and lease rate factor for such leasing.
- Please note that the City of Bristol is considered Tax-Exempt; if your proposal requires the completion of an IRS Form 8038-G for the execution of this lease, it should be noted in your response.
- Please note that any contract executed by the City of Bristol, as a municipal government, is subject to the appropriation of funds on an annual basis.

- Any contract executed by the City of Bristol shall include indemnification language as noted on Page 5 of this document; no exception (or alternative language) will be permitted.
- A draft contract form is included with this document for reference. Interested bidders, if taking exception to any condition contained therein, must stipulate clearly in its response. Please note that exceptions taken may result in disqualification of your submittal.

#### **D. End of Lease Conditions**

Returned units must provide for serial number substitution with an equivalent or better-configured asset than originally leased. Shipping costs (or other end-of-lease administrative costs) must not be incurred to the City. Specify location and address to which equipment will be returned. If costs are to be applicable for lost or damaged equipment, such costs shall be outlined in the proposal.

List all costs the City can expect to incur throughout the term of the lease and as part of the lease conclusion. Please note that it is the intent of the City to obtain an all-inclusive cost, and not have costs outside of the leasing program.

It shall be the responsibility of the lessor to handle de-installation of all equipment, prepare for removal from the premises, and coordinate all removal of such equipment, at the end of the lease.

#### **E. Leasing Process**

Your proposal must include detailed information on the processing of Certificates of Acceptance ("COA"). COA's must match purchase orders and invoices to best reconcile COA the process. Sample COA's and invoices must be submitted with bid. They will be evaluated on clarity and understandability.

The City's Purchasing Department or approved designee must approve invoice prior to provider sending it to lessor. The City must notify provider within five (5) days of any corrections necessary.

Workstation provider must carbon copy the City purchasing department on all invoices to lessor. Discrepancies will then be corrected prior to being entered into the lessor's system.

Any resultant lease agreement cannot include language relating to the transfer of lease agreements by the leasing company, notwithstanding transfer of company ownership.

Option to continue lease of equipment on a month to month basis at current fair market value of equipment as documented by a third party. Please note: the process for determining fair market value must be included in your proposal and must be independently verifiable, in advance of lease termination (determination by the awarded contractor is not acceptable). Continuation of the lease at the original lease rate is not acceptable.

#### **F. Property Insurance**

Any and all insurance requirements related to the equipment outlined herein shall be the responsibility of the contractor. Any costs associated with such insurance, if intended to be incurred to the City, must be included in the net cost and shall not be a separate billable cost.

## II. SUBMISSION REQUIREMENTS

### II.1. SUBMISSION DUE DATE

Proposals will be accepted at the City of Bristol Purchasing Office, 111 North Main Street, Bristol, Connecticut, 06010 until **1:00 pm, November 29, 2012**. Proposals received after that time will not be considered. Proposals may be withdrawn 120 days after opening if no award has been made.

Unless otherwise indicated, proposals that are submitted are assumed to be valid for one hundred twenty (120) days from the date that proposals are due.

### II.2. DIRECTIONS FOR WRITTEN SUBMISSION

Interested firms are required to submit **one original printed submittal and three (3) printed copies as well as a digital copy** (via CD media or USB drive) of the proposal to Roger Rousseau, Purchasing Agent, no later than the date and time noted above. Submittals shall consist of the following:

- a. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain in effect for 120 days after the due date.
- b. A concise and complete description of the work to be performed, including:
  1. An explanation of your firm's understanding of the services required and its approach to the services required.
  2. Information relating to your firm's lease administration processes, including implementation and close-out.
  3. A description of similar contracts which your firm has been involved in, including references.
  4. A summary of your firm as outlined in Section II.3 of this document.
- c. Cost and/or fee schedule.

Submittals shall be delivered to the City of Bristol Purchasing Department, 111 North Main Street, Bristol, CT 06010, clearly marked as "2013-035 Leasing of Computer Equipment".

### II.3. VENDOR INFORMATION

#### A. Vendor Overview

Please provide the following:

- The name and location of your company, including the office location that will be serving the City.
- A brief general description of your business.
- The number of years your company has been in business.
- Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
- The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).
- The primary line of business of your firm.

#### B. Client Base

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

- Client name and location
- Starting date of service and completion date

- Contact name, title and telephone number

The references must be relevant to service in the last forty-eight (48) months, and shall include specific details on how the reference represents a similar scope. Information on your firm's specific role must be included.

## **II.4 EVALUATION CRITERIA**

Selection of firm(s) will be the responsibility of a committee consisting of City designated representatives. The evaluation will be based upon the written submittals and, if determined to be necessary, selected presentations and interviews. The factors, which will be evaluated, include the following:

1. Understanding of the required services, including purpose and scope, as evidenced by the proposed approach.
2. Demonstrated ability and past experience to perform the specified work.
3. Lease administration process.
4. Lease close-out process.
5. Clarity, organization, and effective presentation of submittal.
6. Review of references listed.
7. Proposed cost/fee schedule or fee schedule methodology.

## **II.5 ADDENDA**

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:

<http://www.bristolct.gov/bids>

This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

Questions regarding this document should be referred to Roger D. Rousseau at (860) 584-6195 or at <rogerrousseau@bristolct.gov>.

A summary of all questions and answers will be made available to each firm if they might influence the award of the contract.

## **III. CONTRACT CONSIDERATIONS**

### **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 which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and 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 on the basis of 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.

## **2. INDEMNIFICATION**

The awarded firm agrees to indemnify, defend, and save harmless, the City of Bristol, 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 City of Bristol or its officers, agents or employees.

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

## **3. INSURANCE**

Prior to the execution of any contract, the City of Bristol requires that any awarded contractor providing materials, equipment or services to the City, must provide to the City a certificate of insurance (Acord or other approved format) naming the City of Bristol 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.
- Property insurance sufficient to cover the requirements of the lessor.
- 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 City before starting work.

## **4. INVOICING AND PAYMENT**

Invoices shall be paid promptly by the City 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 City cannot make payments for "execution of contract" (payments due upon contract signing).

## **5. AWARD CONSIDERATIONS**

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

Firms selected for interview will be provided with the content of the interview panel; 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 City of Bristol 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 there from in any manner which is unethical or contrary to the best interests of the City of Bristol.

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 award is not made within such time, the proposal can be deemed to be either no longer valid, or can be extended with mutual consent of the City and the firm submitting the proposal.

Documents/reports/data become property of the City of Bristol.

**REQUEST FOR PROPOSALS  
CITY OF BRISTOL, CONNECTICUT 06010**



**Leasing of Computer Equipment**

**2013-035**

**Due Date: 1:00 pm, November 29, 2012**

City of Bristol  
Purchasing Office  
111 North Main Street, 2<sup>nd</sup> Floor  
Bristol, Connecticut 06010

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

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

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**Witness**

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**Signature**

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**Company Name**

---

**Printed Name**

---

**Address**

---

**Title**

---

**Town**

**State Zip**

---

**Date**

---

**Federal ID #**

---

**Telephone Number**

---

**Email address**

---

**Fax Number**

**RETURN THIS FORM IMMEDIATELY!**

City of Bristol, Connecticut  
Acknowledgment: Receipt of RFP Documents

**Request For Proposals 2013-035  
Leasing of Computer Equipment**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit proposals.

Date issued: November 8, 2012

Date documents received \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Do you plan to submit a response? Yes\_\_\_\_\_ No\_\_\_\_\_

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Print or type the following information:

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

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

City or Town: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Received by: \_\_\_\_\_

**Note: Faxed acknowledgments are requested!  
FAX (860)584-6171  
A cover sheet is NOT necessary.  
IMPORTANT: DO NOT FAX PROPOSALS.  
PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES**





**CITY OF BRISTOL, CONNECTICUT  
NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

**Please complete and sign**

Legal Name of Bidder: \_\_\_\_\_

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

Name of Authorized Agent \_\_\_\_\_ Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employment Information Form



**City of Bristol**  
Workplace Analysis Affirmative Action Report  
Employment Information Form

Purchasing Department  
111 North Main Street  
Bristol, CT 06010

Company Name Street Address City State Zip	Contact Person	Phone Number	Date
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Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A. OVERALL TOTALS (sum of all columns, B-F Male & Female)	B. WHITE (not of Hispanic origin)		C. BLACK (not of Hispanic origin)		D. HISPANIC		E. ASIAN/PACIFIC ISLANDER		F. AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officers/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service workers											
<b>TOTALS ABOVE</b>											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State Of CT Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Describe your recruitment, hiring, training and promotion anti-discrimination practices.	

2013-035  
Exhibit A  
Equipment Schedules Summary

City of Bristol, Connecticut

Eqpt Schedule	Lease Start Date	Description	Qty	Current Monthly Amt
1	2/1/09	City Hall	365	8,118.45
2	2/1/09	CH Servers Laptops	16 14	2,707.90
3	3/1/09	BC,BE,CHMS,MB,NE,BOE Laptops Adult Ed BOE Servers	414 15 26 26	12,891.76
4	6/1/09	BCHS,BEHS Literacy Pgm BC,BE,CHMS,MB,NE,GH,HUB,BING	87 20 120	5,775.39
5	8/1/09	BOE Admin	173	3,825.24
6	12/1/09	BPD laptops	25	2,604.88
7	3/1/10	BC, BE, CH, IVY, MTV, BOE	300	7,103.56
8	3/1/10	CTO, JJJ, EDGE, MTV, BOE	59	1,468.65
9	4/1/10	BOE Servers	3	438.42
10	8/1/10	Adult Ed BOE Servers	25 1	670.95 1,509.86
11	2/1/11	Computer Ins BE,BC,NE,CH,MB,CAB, GH,EPH,BOE	334	7,513.69
12	2/1/11	Special Ed	93	1,585.60
13	3/1/11	Special Services	52	1,585.60

Current volume of desktops:	2068
Current volume of laptops:	54
Current volume of servers:	46

Please note that current volumes are provided solely for the purposes of identifying existing requirements. Actual volumes of devices, and actual number of equipment schedules will be determined as needed throughout the term of the proposed agreement.

**CITY OF BRISTOL, CONNECTICUT  
MASTER LEASE AGREEMENT 2013-035**

This Master Lease Agreement (the "Master Lease") is made as of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_, a (state) company qualified to do business in the State of Connecticut with its principal office at \_\_\_\_\_ ("Lessor"), and The **City of Bristol, Connecticut**, ("Lessee") a municipal corporation located in the County of Hartford and the State of Connecticut, with its principal office address at 111 North Main Street, Bristol, CT 06010.

**1. DEFINITIONS:**

- a. The "Equipment" means the equipment, machines, devices, features, manufacturer's application software, and other items listed in each Schedule hereto attached and hereby made a part hereof.
- b. The "Manufacturer" means the manufacturer or vendor of the Equipment as shown in a Schedule.
- c. The "Commencement Date" means with respect to each Schedule, where the beginning date for Basic Rental (as defined in paragraph 4 hereof) is the first day of a month, that date, and in any other case, the first day of the month following the beginning date for Basic Rental.
- d. The "Installation Date" means, for the Equipment being installed, the date that
  - i. the Equipment is installed as specified by the Manufacturer, or
  - ii. the Equipment is delivered to Lessee if Lessee fails to provide a suitable installation environment or elects to delay installation. At Lessor's request, Lessee shall execute a Certificate of Installation and Acceptance verifying Lessee's acceptance of the Equipment as of the Installation Date. Lessee hereby authorizes Lessor to complete the Equipment serial numbers and the Installation and Acceptance Date on Lessee's behalf on any Schedule or Acceptance Certificate which is returned without such information.

**2. LEASE:**

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor in accordance with the terms and conditions of this Master Lease, the Equipment identified in the Schedules which are or may from time to time be executed pursuant to this Master Lease. Each Schedule shall incorporate by reference all terms and conditions of this Master Lease together with such other terms or amendments which may be specified in the Schedule. Together with this Master Lease, each Schedule shall individually constitute a lease agreement between Lessor and Lessee ("Lease") with respect to the Equipment specified in the Schedule. A lease shall not become effective until the Schedule is executed by Lessee and Lessor.

**3. TERMS OF LEASE:**

- a. The term of this Master Lease shall commence on the date set forth above and shall continue in effect thereafter so long as any Lease entered into pursuant to this Master Lease remains in effect. The initial term for each Lease shall commence on the Commencement Date and shall continue for the number of full months set forth in the Schedule ("Initial Term"). Notice of Lessee's termination of each Lease shall be provided to the Lessor in writing at least three (3) months prior to the expiration of the Initial Term of the Lease. Lessee or Lessor may terminate a lease only at the expiration of the Initial Term by giving the other party not more than six (6) months and not less than three (3) months written notice prior to such expiration. In the event that Lessee's or Lessor's written notice is not received or given (as applicable) as prescribed herein, the term of the Lease shall be extended for continuous and consecutive three (3) month periods at the then existing Basic Rental, with receipt of notice of termination required at least three (3) months prior to expiration.
- b. Any notice of termination may not be revoked without the written consent of Lessor.

#### **4. RENTAL:**

- a. The minimum monthly rental (herein called the "Basic Rental") payable by Lessee to Lessor or its assigns for each Lease is set forth in each Schedule. Basic Rental shall begin on the Installation Date and shall be due and payable by Lessee to Lessor the first of each month. If the beginning date for the Basic Rental does not fall on the first day of a month, the first month for the partial month will be prorated on the basis of a 30-day month and will be due and payable on the beginning date for rent. In the event Lessee does not timely make any payment of Basic Rental or other monies due hereunder, Lessee shall be liable to Lessor for a stipulated damage amount equal to 12% per annum of the amount of said payment and shall pay said amount immediately to Lessor.
- b. Lessor shall file and pay personal property taxes, and said taxes shall not be collected by the Lessor from the Lessee. With respect to any other taxes, including, without limitation, state and local sales, privilege, business license or excise taxes based on gross revenue, or amounts in lieu thereof paid or payable by Lessor in respect of the forgoing, said taxes shall not be an obligation of the Lessee. Should Lessor seek any exemption from payment or collection of any other taxes based upon Lessee's status as a municipal corporation, Lessee agrees to cooperate with and sign any application or provide any other documentation requested by Lessor.

#### **5. USE OF EQUIPMENT:**

- a. Lessee warrants and represents that all use of the Equipment and all components and any other equipment used in any manner in connection with the operation and use of the Equipment shall meet the specifications of Manufacturer. Specifications shall include but not be limited to Manufacturer's warranty and required or recommended maintenance program.
- b. Lessee shall be entitled to full time use of the Equipment without extra charge by Lessor.
- c. Lessee shall keep the Equipment at all times in its sole possession and control. The Equipment shall not be moved from the location stated in each Schedule attached hereto without the prior written consent of Lessor.
- d. Without the prior written consent of Lessor, Lessee shall not make or permit to be made any alteration, attachment or addition to the Equipment, except for the instillation of such standard engineering changes as are customarily made without charge by Manufacturer under its basic maintenance program, and Lessee shall cooperate so that such standard engineering changes, as part of Manufacturer's maintenance program, may be promptly installed.
- e. Lessee agrees that other than replacements and repairs any alteration, attachment or addition to the Equipment shall be capable of being removed without material damage to or reduction in the value or impairment of the capability or efficiency of, the Equipment, and that no alteration, attachment or addition shall reduce the value or impair the capabilities or efficiency of the Equipment. Other than replacements or repairs any alteration, attachment or addition shall be made at Lessee's expense and absent a default by Lessee hereunder, shall be the property of Lessee. Any item of the Equipment replaced or substituted in connection with the alteration, attachment or addition shall remain the property of Lessor and shall be restored to the Equipment in proper working order upon the termination of a Lease at Lessee's expense.

#### **6. MAINTENANCE AND REPAIRS:**

- a. At all times during the continuance of a Lease, Lessee, at its expense, shall maintain and keep the Equipment in good working order, repair and condition and make all necessary adjustments, repairs, and replacements and shall use and require the Equipment to be used in a manner consistent with the Manufacturer's warranty and maintenance program.
- b. Without limiting the generality of the foregoing, effective upon expiration of the Manufacturer's warranty on the Equipment, Lessee, at its own expense, shall enter into and maintain in force a maintenance agreement with Manufacturer or, with prior written consent of Lessor and Secured Party (as defined in Section 12 hereof), such other vendor, covering the maintenance of the Equipment (hereinafter referred to as the "Maintenance Program"). Lessee shall pay the specified monthly maintenance charge and other costs required in the Maintenance Program. Lessee shall furnish Lessor an executed copy of the Maintenance

Program. Lessor shall have no responsibilities or obligations whatsoever with respect to the condition, operation, maintenance or repair of the Equipment.

## **7. REDELIVERY OF EQUIPMENT TO LESSOR:**

At the termination of a Lease, Lessee shall deliver possession of the Equipment to Lessor in accordance with the following procedures.

- a. At the termination of a Lease, Lessee is responsible for the de-installation and the consolidation of the equipment to one central location as determined by the Lessee. Upon consolidation, Lessor will then provide transportation of Equipment to final destination of Lessor's choice. The Equipment returned shall be in the same operating order, repair, condition and appearance as on the date of the commencement of such Lease, reasonable wear and tear excepted, and Lessee shall arrange and pay for such repairs and replacements required by Manufacturer to accept the equipment under its maintenance program at its then standard rates. In addition, Lessee, at its sole expense, shall return all Equipment with the latest version of the operating system then available, either installed or on separate media, if the operating system is considered transferable as a part of the hardware by the Manufacturer. Upon Lessor's request, Lessee shall provide to Lessor no later than ten (10) days after deinstallation of the Equipment a written letter from the Manufacturer certifying that the Equipment is eligible for Manufacturer's maintenance program. In the event the letter is not provided, the Lessor, at the sole expense of the Lessee, may have the Equipment tested and certified by the Manufacturer.
- b. At the end of the last business day of a Lease, and at its sole expense, Lessee shall tender the Equipment packed and crated by a carrier acceptable to Manufacturer in a manner suitable for truck transportation and at a loading dock for truck of the manner normally used for transportation of the Equipment at the then present location of the Equipment.
- c. Lessor shall be solely responsible and pay directly all transportation, insurance, and other items of a like nature incurred in connection with a Lease, including without limitation any costs and expenses incurred in respect of delivering the Equipment to Lessor's designated destination, and insurance on the Equipment in route, upon termination of any Lease or this Master Lease.

## **8. OWNERSHIP AND INSPECTION:**

- a. The Equipment shall at all times remain the property of the Lessor and be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty. Lessee acknowledges and agrees that it has not, and by the execution of this Master Lease and any Lease, it does not have or obtain, and by payments and performance hereunder, it does not and will not have or obtain any title to the Equipment. Lessee may be required to affix tags, decals or plates to the Equipment showing Lessor's ownership, which type of tag, decal or plate and location may be specified by Lessor, and Lessee shall not permit their removal or concealment.
- b. Lessor or its agent shall have free access to the Equipment at all reasonable times for the purpose of inspection and for any other purpose contemplated in this Lease.
- c. Lessee shall immediately notify Lessor of all details concerning any claim of damage or loss arising out of the use manufacturer, functioning or operation of the Equipment.
- d. Lessee shall keep the Equipment free and clear of all liens, encumbrances and claims of any kind and nature.

## **9. INSURANCE:**

The risk of loss for or any damage to or destruction of the Equipment shall be on the Lessor. Lessor shall obtain and maintain for the entire term of any Lease, at its own expense, property damage and liability insurance and insurance against loss or damage to the Equipment without deductible or co-insurance borne by Lessee.

Lessor shall provide to the Lessee a certificate of insurance (Acord or other approved format) naming Lessee as additional insured, for the following:

1. 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.
2. Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.
3. Worker's Compensation as defined in the Connecticut General Statutes.

#### **10. WARRANTIES:**

- a. Lessor hereby assigns to Lessee, any warranty rights which Lessor shall be entitled to enforce against Manufacturer in respect of the Equipment. Lessee shall take all reasonable action to enforce such warranties. Lessor, at the sole expense of Lessee, shall provide reasonable assistance to Lessee in enforcing such warranty rights.
- b. Lessor makes no representations or warranties of any kind, express or implied, including but not limited to those with respect to the condition or performance of the equipment, its merchantability or fitness for a particular purpose, or with respect to patent infringement or the like. Lessor is not responsible for any repairs, service or defects in the equipment or the operation thereof. Lessor shall have no liability to Lessee for any claim, loss or damage of any kind or nature whatsoever and there shall not be any abatement of rent for any reason, including without limitation any claim, loss or damage arising out of or in connection with
  - i. The deficiency or inadequacy of the Equipment for any purpose,
  - ii. any deficiency or defect in the Equipment,
  - iii. the use or performance of the Equipment,
  - iv. any interruption or loss of service or use of the Equipment or
  - v. any loss of business or loss or damage, direct, consequential or otherwise, whether or not resulting from any of the foregoing.

The Lessor agrees to indemnify, defend and save harmless, the City of Bristol, 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 Lessor resulting from performance under this Contract, except to the extent caused by the negligent acts of the City of Bristol, or its officers, agents or employees.

#### **11. UPGRADES:**

Provided Lessee is not in default under this Master Lease or any Lease, Lessee shall notify Lessor in writing that Lessee desires to add upgrades to the Equipment not less than thirty (30) days before the desired date of installation stating when and what upgrades Lessee intends to obtain. Within ten (10) business days after Lessor received Lessee's notice Lessor may offer to lease and supply such upgrades (the "Offer") to Lessee. Lessee may accept this offer or seek other bona fide offers from third parties, the credit of which shall have been approved by Lessor in its sole discretion (Third Party Offer"). Lessee shall notify Lessor of any more favorable Third Party Offer. Lessee shall obtain the upgrade from Lessor if Lessor at least matches the Third Party Offer within five (5) business days after Lessor's receipt of Lessee's notice. If Lessee leases upgrades from Lessor, the lease shall be subject to a Schedule of terms of which, other than the Initial Term, Acceptance Date and Basic Rent, shall be the same as those applicable to the Equipment to which the upgrades relate. Lessor will use its best efforts to provide Lessee with upgrades at any time during the lease term at terms mutually agreeable to both parties. In addition, Lessor will use its best efforts to assist Lessee with any reworks or early terminations to facilitate Lessee's technology requirements.

#### **12. SECURITY INTEREST AND/OR ASSIGNABILITY:**

Lessor may assign the rents and other sums at any time due or to become due or at any time owing or payable by Lessee to Lessor under any Lease or this Master Lease, if Lessor is either dissolved or acquired by the entity to which assignment is transferred. Any assignment shall be in respect of any Lease or this Master Lease and/or the rents and other sums due and to become due in respect of the Equipment, and may be either absolute or as collateral security for any obligation of Lessor.

Any assignment shall not be binding on Lessee until written notice has been given to Lessee by Lessor and the assignee ("Secured party"). From and after the receipt by Lessee of written notice Secured Party shall not be obligated to perform any duty, covenant or condition required to be performed by Lessor under any Lease or this Master Lease, but on the contrary, Lessee, by its execution thereof, acknowledges and agrees that notwithstanding any such assignment, all such duties, covenants or conditions required to be performed by Lessor shall survive any such assignment and shall be and remain the sole liability of Lessor and of every person, firm or corporation succeeding (by merger, consolidation, purchase of assets or otherwise) to all or substantially all of the business assets or goodwill of Lessor.

### **13. RIGHT TO QUIET ENJOYMENT:**

So long as the Lessee shall not be in default hereunder, Lessee shall have the right to quiet enjoyment and use of the equipment.

### **14. REMEDIES:**

The Lessee shall be in default hereunder ("Default") if:

- a. it fails to make a timely payment of any rent or other moneys herein reserved;
- b. it fails to timely perform any of the terms or provisions of any Lease, this Master Lease, or any agreement by and between Lessor and Lessee, including any other master lease, and fails to cure such default within five (5) days after receipt from Lessor and/or Secured Party of written notice of to Lessee of the default;
- c. any representation or warranty made by Lessee herein or in any document or certificate furnished Lessor or Secured Party in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect, so long as Lessee has been given five (5) days notice of said incorrect representation or warranty;
- d. a temporary receiver is appointed for Lessee or Lessee's property and the receiver is not removed within thirty (30) days after appointment, or if a permanent receiver is appointed for Lessee or Lessee's property; if, whether voluntarily or involuntarily, Lessee takes advantage of or seeks to take advantage of any debtor relief or bankruptcy proceedings under any present or future law; if Lessee makes an assignment for benefit of creditors; or if Lessee shall be declared bankrupt, whether voluntarily or involuntarily;
- e. an order, judgment or decree of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets or liabilities or similar proceedings of or relating to Lessee or of or relating to all or any substantial part of its property, or the winding up or liquidation of its affairs, shall have been entered against Lessee, and such decree or order shall have remained in force undischarged or unstayed for a period of thirty (30) days from the date of entry thereof;
- f. the rights, privileges or franchises of Lessee to do business shall be declared forfeited by any governmental authority or any court of competent jurisdiction and not restored or the order, decree or judgment related thereto effectively stayed by appropriate proceedings within 30 days thereafter.

Upon concurrence of any such Default, Lessor may at its option declare any Lease and/or this Master Lease to be in default and may do more or more of the following with respect to any or all Equipment as Lessor in its sole discretion shall elect:

- i. cause Lessee to (and Lessee agrees that it will), upon written demand of Lessor and at Lessee's expense, promptly return the Equipment to Lessor in accordance with all of the terms of paragraph 7 hereof, or Lessor, at its option, may enter upon the premises where Equipment is located and take immediate possession of and remove the same, all without liability to Lessor for damage to property or otherwise;
- ii. sell or lease any or all of the Equipment at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hole, use, operate or keep idle the Equipment, all as Lessor in its sole discretion may determine and all free and clear of any

rights of Lessee and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereto;

- iii. by written notice to Lessee, cause Lessee to ( and Lessee agrees that it will) pay to Lessor (as liquidated damages for loss of a bargain and not as a penalty) on the date specified in such notice the greater of the following amounts:
  1. an amount equal to the present worth of all unpaid Basic Rentals, such present worth to be computed on the basis of a four percent (4%) per annum discount from the respective dates of such rental payment, which absent a default would have been payable hereunder for the full term hereof (plus interest accrued thereon at the rate of 18% per annum from said date to the date of actual payment), plus any other monies due or accrued hereunder up to date of actual payment or,
  2. the then Fair Market Value, determined by an independent appraiser selected by Lessor with the appraisal to be binding upon both Lessor and Lessee; and/or;
- iv. Lessor may exercise any other rights or remedies which may be available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce the terms thereof or to recover damages for the breach hereof or to rescind any Lease and/or this Master Lease as to any or all Equipment.

In addition, Lessee shall continue to be liable for all obligations under this Master Lease, and for costs and expenses resulting from the foregoing defaults or the exercise of Lessor's remedies, including without limitation placing any Equipment in the condition required by paragraph 7 hereof. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of any Lessor's rights or remedies. To the extent permitted by applicable law, Lessee hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use or deal with any Equipment in mitigation of Lessor's damages as set forth in this paragraph or which may otherwise limit or modify any of the Lessor's rights or remedies under this paragraph.

#### **15. SUBLEASE AND ASSIGNMENT:**

Lessee may sublease the Equipment or assign its rights under any Lease or this Master Lease, in whole or in part, only with the prior written consent of Lessor and any Secured Party. In any such case, Lessee shall nevertheless remain fully liable hereunder and, in requesting the prior written consent, shall provide copies of any sublease or assignment, together with all related documents, to Lessor and Secured Party.

#### **16. RENEWAL OPTION:**

Provided Lessee is not in default under this Master Lease or any Lease, Lessee may elect to renew the Initial Term of a Lease for a period not less than twelve (12) months (a "Renewal Term").

Lessee's renewal option is subject to the following terms and conditions:

- a. Lessee must notify Lessor of its exercise of the option at least three (3) months before the expiration of the Initial Term of a Lease.
- b. All of the terms of the Lease other than the length of the Renewal Term and the Basic Rental shall remain the same. The Basic Rental shall be the Fair Rental Value, as hereinafter defined, or the Equipment as of commencement of the Renewal Term. "Fair Rental Value" is defined as the value upon which a willing Lessor and a willing Lessee would agree, for the term involved, each respectively under on compulsion to lease. Fair Rental Value as of the end of the Initial Term shall be determined by agreement of Lessor and Lessee or, if they can not agree, then by an independent appraiser selected by the Lessor and satisfactory to Lessee. The cost of such appraisal shall be paid equally by Lessor and Lessee. If for any reason, the Lessee and Lessor can not agree on the Fair Rental Value within the notice period specified in Section 16.a, the term of the Lease shall be extended for continuous and consecutive three (3) month periods at the then existing Basic Rental with receipt of notice of termination required at least three (3) months prior to expiration.

## **17. PURCHASE OPTION:**

Provided Lessee is not in default under this Master Lease and any Lease, Lessee may notify Lessor that it desires to purchase all or part of the Equipment on a Lease. The notice shall be given at least three (3) months before the expiration of a Lease Term. Lessor agrees to sell to Lessee, at the end of the Lease Term and upon terms and conditions as are acceptable to Lessor and Lessee, the Equipment or, at Lessor's sole option, equipment of the same model, type and condition which shall be installed at Lessor's expense at the same location as the Equipment. The purchase price for such Equipment shall be its Fair Market Value, as herein after defined. "Fair Market Value" is defined as the purchase price that would be obtained in an arm's length transaction as of the end of the Lease Term between informed and willing parties under no compulsion to buy or sell. If Lessor and Lessee can not agree upon the purchase price, such amount shall be determined by an independent appraiser selected by Lessor and satisfactory to Lessee. The cost of such appraisal shall be paid equally by Lessor and Lessee. If, for any reason, the Lessee and Lessor can not agree on the Fair Market Value within the notice period specified in Section 16.a, the term of the Lease shall be extended for continuous and consecutive three (3) month periods at the then existing Basic Rental with receipt of notice of termination required at least three (3) months prior to expiration.

## **18. GENERAL:**

- a. In any case where the consent or approval of Lessor, Lessee, and/or Secured Party is required to be obtained under this Master Lease, such consent or approval will not be unreasonably withheld. No such consent or approval shall be valid unless it shall be in writing.
- b. This Master Lease shall become binding when executed by Lessee and Lessor. This Master Lease shall be governed in all respects by the laws of the State of Connecticut. Lessee and Lessor agree that this Master Lease and the rights and remedies of Lessee, Lessor and any Secured Party shall be governed and enforced in accordance with the laws of the State of Connecticut and, for such purpose, Lessee and Lessor consent to the Superior Court of Connecticut, Judicial District of New Britain for all purposes.
- c. All notices, instruction or consents which should or may be given hereunder shall be in writing and shall be deemed given and received upon the sooner of
  - i. The day on which delivered to such party,
  - ii. Within two days after deposit in United States Main, postage prepaid, if sent by registered or certified mail, return receipt requested, or
  - iii. If sent by Federal Express or comparable overnight delivery service on the day after the day on which deposited with such carrier, addressed to the respective party at its respective address as set forth herein or to such other addresses as such party shall have designated by given pursuant to this subparagraph.
- d. This Master Lease sets forth in full the agreement between Lessor and Lessee. Any titles or captions contained herein are for convenience only, and shall not be deemed to be part of the context. This Master Lease may not be changed, or in any manner modified, except by further written agreement executed by Lessor and Lessee, and Secured Party where necessary; provided however, that the Lessor and the Lessee agree that the Lessor may insert missing or correct information in this Master Lease and/or any Schedules including, without limitation, the correct legal name of the Lessee and information describing the Equipment. This Master Lease supersedes any and all prior understandings and agreements relating to the subject matter herein.
- e. Any provision of this Master Lease which is prohibited or unenforceable in any jurisdiction shall be as to such jurisdiction ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- f. No omission or delay by Lessor or Secured Party at any time to enforce any right or remedy reserved on it or to require performance of any of the terms, covenants or provisions hereof by Lessee at any time designated, shall be a waiver of any such right or remedy to which Lessor

or Secured Party is entitled, nor shall it in any way affect the right of Lessor or Secured Party to enforce such provisions thereafter.

- g. Lessee, upon execution of this Master Lease and thereafter upon execution of each Schedule, shall provide Lessor with a certificate of good standing or similar certificate issued by the state in which Lessee is incorporated or organized, and shall also provide such other documents as Lessor may reasonably request. Lessee further authorizes Lessor to file such financing statements describing the Equipment as the Lessor deems appropriate and, in alternative, Lessee agrees to provide such executed financing statements as Lessor may require. In the event that Lessee becomes party to a merger or consolidation or another party becomes the successor in interest in and to the obligations of this Master Lease or any Schedule thereto, Lessee shall provide Lessor with 30 days prior written notice thereof and shall provide Lessor with certificate of good standing or similar certificate issue by the state of incorporation or organization of such successor in interest. Lessee further agrees to provide Lessor with 30 days advance notice written notice of any change of the state of its incorporation or organization or any change of its legal name. Lessee represents and warrants that it is duly incorporated or organized under the laws of the State of Connecticut and that its exact legal name is "City of Bristol, Connecticut" as stated in the preamble of this Master Lease.
- h. During the term of this Master Lease, upon written request of the Lessor, Lessee agrees to deliver to Lessor a copy of Lessee's annual audited financial statements and quarterly interim financial statements within a reasonable time after said statements are available.
- i. This document, together with the Lessee's Request For Proposals ("RFP"), entitled 2013-035 and including any and all Addenda, a copy of which is attached hereto marked Exhibit A, and the Lessor's proposal dated November 29, 2012, a copy of which is attached hereto marked Exhibit B, contains the complete and entire agreement between the parties and may not be modified or amended except in a writing executed by the parties hereto.
- j. Any Lease Agreement executed by the Lessor, as a municipal government, is subject to the appropriation of funds on an annual basis.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signed in the presence of:

CITY OF BRISTOL, CONNECTICUT

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Arthur J. Ward, its Mayor

Signed in the presence of:

(LESSOR)

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Name & Title

This Contract was approved by vote of the City Council of Bristol, Connecticut, on the \_\_\_th day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Therese Pac  
City Clerk

Approved as to form:  
CORPORATION COUNSEL

Approved as to Technical Content:  
MIS DEPARTMENT

By \_\_\_\_\_  
Assistant Corporation Counsel

By \_\_\_\_\_  
Scott Smith  
MIS Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Appropriations:  
BOARD OF FINANCE, CITY OF BRISTOL

By \_\_\_\_\_  
Richard Miecznikowski, Chairman

Date: \_\_\_\_\_

