

5258

CONTRACT FOR THE PROCUREMENT
OF
GOODS AND SERVICES

Service: Interior & Exterior Surveillance Cameras

Vendor: BCM Controls

Contract #: 15-PO-02

July 2014



**Town of Scituate, Massachusetts
600 Chief Justice Cushing Highway
Scituate, MA 02066
www.scituatema.gov**

**Town of Scituate
600 Chief Justice Cushing Highway
Scituate, Massachusetts 02066**

H: CONTRACT-STANDARD CONTRACT

TOWN OF SCITUATE, MASSACHUSETTS
Contract Documents for the Procurement of Goods and Services

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AGREEMENT

The following provisions shall constitute an Agreement between the Town of Scituate, acting by and through its Town Administrator and/or Board of Selectmen, hereinafter referred to as "Town", and BCM Controls with an address of 30 Commerce Way, Woburn, MA 01801 hereinafter referred to as "Contractor", effective as of the 23rd day of July, 2014. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall provide goods as outlined in Attachment A with pricing provided in state contract PO14-1080-OSD01-OSD10-0000000044.

ARTICLE 2: TIME OF PERFORMANCE:

The contractor shall complete all work and services required on or before ASAP. If completion is not achieved by said date, the Contractor shall be liable to the Town for liquidated damages in the amount of \$0 per calendar day.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of \$13,225.00 in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Attachment A, the quotation.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. The contract may be terminated for convenience by the Town.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Scituate, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Scituate for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Finance Director/Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance as required by law

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

Pursuant to M.G.L.v.62C, S49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

04-2842193

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: 
Corporate Officer
(If applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN of SCITUATE

by 
Steven Feinberg, President
Printed Name and Title

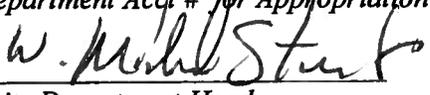
Awarding Authority Authorization:

by its Town Administrator, Patricia A. Vinchesi

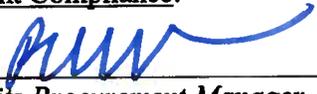
and/or by its Board of Selectmen:

TOWN OF SCITUATE

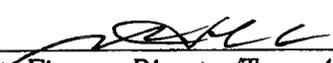
Department Authorization:

021.210.2144.5700.0000.0000
Department Acct # for Appropriation

by its Department Head

Procurement Compliance:


by its Procurement Manager

Certification as to Availability of Funds:


by its Finance Director/Town Accountant

CERTIFICATE OF VOTE
(Corporations only should complete this form)

At a duly authorized meeting of the Board of Directors of the

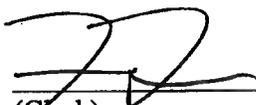
Bcm Controls Corp. held on 1/3/09 it was VOTED that
(Name of Corporation) (Date)

Steven Feinberg President
(Name) (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that Steven Feinberg is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

7/25/14
Date


(Clerk)

Corporate
Seal

This is to certify that the BCM Controls Corp (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of Scituate (OWNER) and

1. Name of Insured BCM Controls Corp
2. Address of Insured 30 Commerce Way Woburn, MA 01801
3. Location and Description of Work Scituate Police Dept.
CCTV Project Contract No. 15-PO-12

Coverage and Limits of Liability
(at least as shown below)

Bodily Injury Liability	Property Damage Liability
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Policy Number	Effective Date	Expiration Date	Each Occurrence	Each Aggregate
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A. Owners Protective Liability has been issued at the expense of Above Insured to _____ (Owner)				
			\$1,000,000	\$1,000,000

B. Comprehensive General Liability				
			\$1,000,000	\$1,000,000

Including: 1. Operations/Premises 2. XCU 3. Products/Completed Operations
4. Contractual as Below 5. Independent Contractors
6. Broad Form Property Damage 7. Personal Injury

C. Auto Liability				
Including: 1. All Owned Person	Each	Each	Each	
2. Hired	\$1,000,000	\$1,000,000	\$1,000,000	
3. Non-owned				

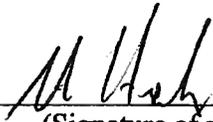
D. Workmen's Compensation	
	Compensation Statutory State(s) Coverage B Limit \$1,000,000 if Applicable

E. Umbrella Liability	
	\$2,000,000 Aggregate

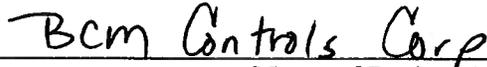
F. Builder's Risk Insurance - "All Risk" Completed Value Form	
\$ _____	As Specified in Contract or Agreement

CERTIFICATE OF NON-COLLUSION

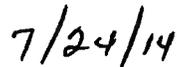
The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



(Signature of person signing bid or proposal)



(Name of Business)



(Date)

ACKNOWLEDGMENT OF RECEIPT OF CONFLICT OF INTEREST LAW

Introduction to the Conflict of Interest Law for the Private Sector

The conflict of interest law, G. L. c. 268A, is one of several laws that govern your dealings with public officials and employees. Below are some of the general rules that you must follow. You could face civil and criminal penalties if you take a prohibited action. Many aspects of the law are complicated and there are often exemptions to the general rules. We encourage you to seek legal advice from the Commission regarding how the law would apply to you in a particular situation.

- **Bribery:** You may not offer or give anything to a public official in exchange for that official agreeing to perform or not perform an official act. This prohibition applies to *all* offers and gifts, regardless of their value. You also may not give, offer or promise anything to a public employee (or prospective public employee) with the intent to influence an official act, or to persuade the employee to commit, collude in or allow a fraud. (G. L. c. 268A, § 2)
- **Registered Executive and Legislative Agents:** If your job involves interaction with the state Legislature, the Executive Branch, or independent authorities, you should contact the Secretary of State's Office regarding whether you are required to register as an Executive or Legislative Agent. Registered Agents may not give *anything* to a public official or policy-making public employee, or to an immediate family member of a public official or policy-making public employee. This prohibition applies to meals, drinks, entertainment, and all other types of offers or gifts, regardless of their value. (G.L. c. 3, § 43)
- **Gifts and Gratuities:** Even if you are *not* a Registered Agent, you may not give a public official or *any* public employee anything "of substantial value" for or because of the official's duties. (G. L. c. 268A, § 3(a).)
 - Gifts that are worth \$50 or more are considered to be of "substantial value" and are therefore prohibited.
 - This restriction applies to meals, drinks, entertainment, discounts, free educational conferences, waived event admission costs, travel reimbursements, gifts of appreciation, retirement presents, and all other forms of gratuities that are given to public officials. Honoraria for speeches may be given to state legislators, but *not* to appointed officials or employees.

- If more than one gift is given to a public employee, the value of all gratuities may be aggregated to reach the "substantial value" threshold. The value of gifts given to immediate family members of a public employee may, in certain circumstances, be attributed to the public employee.
- "Standing offers" (e.g., "call me anytime you want to go to a game") are almost always considered to be of "substantial value", even if the cost of a single event is less than \$50, because the public employee could accept the offer more than once.
- You *may* generally pay for travel and limited other expenses incurred by a public employee in connection with a "legitimate speaking engagement". Contact the Commission for more information about this exemption.
- You *may* pay for travel, meals and other costs for state Executive Branch employees who utilize the "Travel and Participation in Training Sessions Where Private Entities Provide Financing" process described in 801 CMR 7.00. Note that this process requires advance approval by the state employee's Agency Head and Cabinet Secretary.
- **Hiring Public Employees:** Except in rare instances, you may *not* pay or otherwise compensate a public employee in connection with any matter that is "of direct and substantial interest" to their public employer. (G. L. c. 268A , §§ 4(b), 11(b) and 17(b).)

Types of matters that are considered "of direct and substantial interest" to the Commonwealth (or, in the case of a county or municipal employee, the relevant public employer) include: any matter pending before, under the official jurisdiction of, or involving action by an agency, board, commission or department of the public employer; any effort to change regulations, policies or procedures; and any contract, court case, or other legal matter to which the public employer is a party.

- You *may* pay "special" state, county and municipal employees in connection with matters of interest to their public employers, if they have not personally participated in the matters, the matters are not under their official jurisdiction and not pending in their agency if they serve on more than 60 days a year. Also, special exemptions apply to state legislators; contact the Commission for more information.

- **Hiring Former Public Employees:** Former public employees and their business partners may *never* accept money or other forms of compensation in connection with matters in which they participated as public employees. Also, even if they did not personally participate in the matters, there is a one year "cooling-off" period before former public officials may personally appear before government agencies in connection with matters that had been under their official responsibility. (G. L. c. 268A, §§ 5, 12 and 18.)
- Special prohibitions apply to former state employees who worked on privatization contracts; contact the Commission for more information.

ACKNOWLEDGMENT OF RECEIPT

I, Steven Feinberg, a vendor for Town of Scituate, hereby acknowledge that I received a copy of the summary of the conflict of interest law for the private sector on 7/24/14.
(date)

Vendors should complete the acknowledgment of receipt and return it to the individual who provided them with a copy of the summary.

Attachment A



BCM Controls Corporation

June 10, 2014

30 Commerce Way
Woburn, Massachusetts 01801
781-933-8878 Phone
781-932-3856 Fax
www.bcmcontrols.com

Sgt. Mark Thompson
Scituate Police Department
604 Chief Justice Cushing Hwy
Scituate, MA 02066

RE: Proposal to provide CCTV coverage of the Dispatch Center and adjacent exterior spaces

Dear Sgt. Thompson,

BCM Controls Corporation is pleased to present our proposal for CCTV equipment at the Scituate Police Station as described during our site visit and subsequent conversations. The proposal includes the camera equipment, cabling, mounting, terminations, programming and related software.

BCM Controls has the resources and experience to meet and exceed your project expectations. We look forward to the opportunity to continue our relationship with the Town of Scituate and your department.

Scope of Work: Police Dispatch Cameras

Provide and install 2 Arecont 360 degree 8 mega pixel exterior cameras at the following locations:

1. Front corner of building covering public parking, approach and sidewalks
2. Rear corner of building covering entrances and station parking areas

Provide and install exterior wall mount with corner mount adaptor

Provide and install 1 Axis 1.3 mega pixel interior dome inside the Dispatch Center

Provide and install an Altronix 4 Channel power supply for the exterior cameras

3 Milestone Enterprise Camera Licenses with PMA Software upgrades support for the Camera License software

Provide a viewing workstation with specifications as listed below and requested by the Scituate Police Department

Seneca XVIEW200 Workstation

1 DSSCUSTOMSETTINGS	DSS Custom System Configuration Settings
1 VMSINSTALLER	VMS Installation Tool for XNVR, XVIEW Configurations
1 WIN7PRO64	Microsoft Windows 7 Professional SP1 64 Bit
1 3YRDEPOT	3 Year Desktop Depot Warranty
1 REDDEPOT	Desktop Next Business Day Parts Warranty
1 Z87K	ATX Z87K LGA 1150 HDMI USB 3.0
1 AD388	FDCADEFR4BL Chassis Assembly Document
1 FDCADEFR4BL	Mid Tower Black Pearl (No Power Supply)
1 LOGOXVAULTSILVER	Xvault System Logo Silver only

Quality People. Security Solutions.

1 SS650HT	650 Watt 80 Plus Power Supply
1 CM8064601464707	Intel Core i54570 3.20GHz 6MB S1150
1 AVF641U79F9333AK2	16GB KIT (2x8GB) DDR3 1333 CL9
1 MZ7TE120BW	120GB SSD SATA3
1 GH24NSB0B	24X SATA DVDRW
1 01GP32625KR	EVGA Geforce GT 620 1GB VGA, HDMI, DVI, PCIE x16
1 CVRHDMIF	HDMI Type A Female Dust Cover Black
1 CVRDVIF	DVI Female Port Dust Cover
1 EXPI9301CT	Intel Gigabit Pro Ethernet PCIExpress
1 4YH00005	Microsoft Black 3 Button Optical Wheel Mouse USB
1 SDNBD8X5NVR0203Y	3 Year Onsite Next Business Day

Special order item. This product cannot be returned for credit. This product can be returned for warranty replacement or warranty repair ONLY. ALL returns must be delivered within 10 days of the RMA issue date.

Clarifications:

- Installation during normal business hours Mon-Fri, 7:00am – 4:00pm
- New cameras to be connected to existing network switch, cameras to be recorded on existing High School server
- Installation to include all conduit, wiring, mounting & terminations
- All necessary AC power provided by others
- 1-year warranty on all installations (labor and materials) from date of turn over

Total cost to provide the new CCTV cameras and viewing workstation as described in the above scope of work is \$13,225.00 excluding MA sales tax.

Total Amount Approved: _____

Authorized Signature: _____

PO#: _____

Date: _____

Please let me know if you have any questions or require any clarifications. Thank you for the opportunity to work with you on this project.

Regards,

Lyle Norton
 Security Division Sales
 781-933-8878 ext.142



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Uniondale NY 11553	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL: cscerts@alliant.com ADDRESS:	FAX (A/C, No.): 877-308-1070
	INSURER(S) AFFORDING COVERAGE	
INSURED BCM Controls Corporation 30 Commerce Way Woburn, MA 01801	INSURER A: Travelers Indemnity Co of Amer	NAIC # 25666
	INSURER B: Travelers Property Casualty Co of A	25674
	INSURER C: Travelers Property Casualty Co	25674
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 658326656 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	VTC2J-CO-828K6148-TIL-13	11/1/2013	11/1/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPI/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	VTC2J-CAP-828K615A-TIL-13	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y Y	VTSMJ-CUP-828K674A-TIL-13	11/1/2013	11/1/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	VTC2HUB6A14334313(AOS) VTRJUB828K616113(OR,AZ)	11/1/2013 11/1/2013	11/1/2014 11/1/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Scituate is included as Additional Insured (except as respects coverage afforded by the Workers Compensation policy) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non-Contributory as required by written contract. No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or Modification to the Certificate Holder.

CERTIFICATE HOLDER

Town of Scituate
 600 Chief Justice Highway
 Scituate MA 02066

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE