

**Town of Wethersfield, CT  
Finance Department**

**REQUEST FOR PROPOSALS**

The Town of Wethersfield is accepting Proposals for the following:

**“SKATE PARK CONCRETE REPAIR”**

All proposals must be submitted on forms and in accordance with specifications supplied by the Town of Wethersfield, Finance Department, 505 Silas Deane Highway, Wethersfield, CT 06109. Proposals will be received until 2:00 P.M., EDT, Thursday, February 5, 2015 and opened and read publicly at that time.

Town of Wethersfield  
Finance Department  
505 Silas Deane Highway  
Wethersfield CT 06109  
(860) 721-2861

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**REQUEST FOR PROPOSAL  
SKATE PARK CONCRETE REPAIR  
FOR THE KEENEY SKATE PARK AT MILL WOODS PARK  
TOWN OF WETHERSFIELD, CONNECTICUT 06109**

**INTENT**

The Town of Wethersfield requests proposals from qualified contractors for professional concrete repairs to the Town's Skate Park at Mill Woods Park. Mill Woods Park is located at 154 Prospect Street, Wethersfield, CT 06109. The Skate Park is located at the south end of the park by the picnic area. The damaged area of the Skate Park is approximately 650 square feet plus 50 linear feet of cracks.

**I. GENERAL PROVISIONS****A. Site Visit (Non-mandatory)**

A non-mandatory site visit is scheduled to be held on Thursday, January 22, 2015 at 2:00 p.m. All interested vendors shall meet at the Skate Park. This site visit will include an inspection of the damage as well as the opportunity to ask questions.

**B. Place and Time of Bid Opening**

Proposals will be accepted in the Finance Office at Town Hall, 505 Silas Deane Highway, Wethersfield, CT 06109, until 2:00 p.m., Thursday, February 5, 2015. Proposals must be submitted in a sealed envelope bearing the name & address of the respondent and clearly marked "Skate Park Concrete Repairs" along with the opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town prior to date specified may be rejected.

**C. Bid Security**

No Bid Bond required. Bids from vendors that have previously failed to satisfactorily complete the performance on a contract with the Town, will not be considered.

**D. Background Information**

The Town of Wethersfield is looking to repair the Town's Skate Park that was constructed in 2005. Areas of concrete in the park have deteriorated due to several factors:

1. A drainage problem that was rectified by installing a second surface drain in 2007.
2. Speculation that ground water had saturated the concrete prior to the drainage problem being corrected.
3. Deterioration has continued as the park is used with the surface being uneven.

The Town has attempted several repairs of skim coating the concrete but that has not held up. The Town is looking for a permanent repair of the concrete to restore the original smooth surface that will hold up to weather and usage.

**E. Scope of Work**

The selected contractor will be responsible for selection, purchase and delivery of all necessary materials, tools, supplies and equipment to complete the project. The selected contractor will be responsible for site preparation, safety, and compliance with all state & federal regulations. In addition the contractor must provide site security during the setting and curing time of the concrete.

The selected contractor is responsible for providing the Town with a Warranty and a Maintenance Bond (as specified below) for all materials and labor to insure that the Skate Park surface is free from defects and/or failure of the repairs to provide a concrete base with a smooth safe surface. The final surface must be durable (Compression Strength of 4000 psi) and conform to the original project Design Specifications dated March 2005 available in the Parks & Recreation Office.

1. Repair broken and uneven concrete to provide a smooth surface suitable for skateboarding & biking. Approximately 650 square feet of surface area.
2. Repair approximately 50 linear feet of surface cracks in the concrete in the Skate Park.

**F. Scope of Work Change**

The Town reserves the right to change the scope of the project for any reason before or after the proposal is awarded without penalty to the Town. After the proposal is awarded all changes or additions to these specifications shall be done only with a written change order with the signature of the Director of Finance.

**G. Project Manual & Drawings**

The original Project Manual and Drawings dated March 2005 are available in the Parks & Recreation Office for viewing.

**H. Warranty**

The vendor shall provide a warranty period for all materials and workmanship from the completion date. The warranty shall provide immediate and thorough repairs as necessary during the warranty period. The vendor must respond within one week from the time of a notification that there is warranty service or repair requested.

**I. Maintenance Bond**

The successful bidder shall at the end of the warranty period submit an acceptable maintenance bond, in an amount equal to 100% of amount bid. This bond will be applied from the end of the warranty period to year three (3) from the completion date.

**J. Alternatives and Exceptions**

The Town may accept proposals which take exception to any requirements in this Request for Proposals (“RFP”), or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

**K. Assignment of Contract**

Vendors shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereon or of his right, title or interest therein, of his obligations thereunder, without written consent of the Town.

**L. Acceptance of Subcontractor**

Submission of name of a subcontractor in a proposal shall be deemed to constitute an acceptance by contractor, if awarded the contract, of proposal of such subcontractor. Any alteration therein, after award of contract, shall be subject to approval by owner.

**M. Prices and Discounts**

Prices shall not include any taxes, Local, State or Federal, as the Town is not liable. Tax exemption certificates will be provided to the successful proposal upon request.

**N. Delays**

Delays for completion of work shall only be authorized by the Town of Wethersfield. All authorized delays shall be in writing. Delays due to the contractor's inability to complete the work for reasons other than weather shall not be considered as authorized.

**II. ADDITIONAL REQUIREMENTS****A. Questions Relating to Specifications**

Any request from prospective bidders for interpretation of meaning of RFP, contract drawings, specifications or other contract documents shall be made in writing to Director of Parks & Recreation, Town of Wethersfield, Town Hall, 505 Silas Deane Highway, Wethersfield, Connecticut. Requests must be received at least seven (7) days prior to date fixed for opening of Proposals to be given consideration. Interpretations will be made in the form of written Addenda to the RFP, which Addenda shall become a part of the Contract. Not later than four (4) days prior to date fixed for opening of Proposals, Addenda will be sent to all persons who obtained the RFP. Failure of any bidder to receive any such Addenda shall not relieve bidder from any obligation under his Proposal as submitted.

**B. Proposals**

The Town is not liable for any cost incurred by Vendors before the issuance of any agreements, contracts, or purchase orders, and will not pay for information solicited by or obtained in response to the RFP. The information obtained will be used in determining the suitability of services offered. Pre-contractual costs are defined as expenses incurred by the vendor in preparing and submitting proposals to the Town, on-site demonstration of proposals and any other expenses incurred by the vendor prior to reaching agreement of the proposed contract. The Request for Proposal is intended to provide interested Vendors with uniform information concerning the conditions for submitting proposals. Vendors must examine all information and materials contained in this RFP. Failure to do so will be at vendor's risk. In response to the RFP, vendors shall adhere to the established format. By doing so, comparative objective data will be provided for the Town's review and analysis. The contents of the proposal submitted by the selected vendor and this RFP will become a part of any contract award.

**C. Site Examination**

At date fixed for opening of Proposals, it will be presumed that each Bidder has made an examination of location and site of work to be done under the RFP, is satisfied as to actual conditions, requirements, and quantities of work and has read and become thoroughly familiar with the RFP including Drawings, Specifications and Addenda.

**D. Inspection of Work**

All materials and each part of detail of work shall be subject at all times to inspection by the representatives of the Town of Wethersfield. Contractor will be held strictly to true intent of specifications in regard to quality of materials, workmanship, and diligent execution of contract. Material furnished under these specifications is subject to such inspection. The Town of Wethersfield shall be allowed access to all parts of work and shall be furnished such information and assistance by Contractor as is required to make a complete and detailed inspection.

**E. Disposal of Materials**

The Contractor at his sole cost shall be responsible for removal and proper disposal of all excess material.

**F. Provisions for Access**

The work shall be constructed to allow for passage of traffic at all times into the parking lot. Hours of operation are limited to 8:00 a.m. to 4:30 p.m. Upon completion of each day's work, the access roads shall be open to two-way traffic. No weekend work or work outside the hours specified is allowed unless previously approved by Director of Parks & Recreation.

**G. Safety**

All work done and equipment installed shall comply with all pertinent OSHA, Federal, State, and Local Regulations. The contractor shall maintain safety measures at all times when a hazard or hazards exist in or around the work area. The contractor shall implement additional safety measures as directed by the Town's representative or by other State, Federal, or Local authorities at no additional cost to the town.

**Note:** If, at any time, the Town of Wethersfield must install or provide labor, equipment, or materials, in order to eliminate a safety hazard due to activity related to this contract, the Contractor shall be billed by the Town for such services.

**H. Utilities**

The Contractor shall contact the respective utility companies including "CALL BEFORE YOU DIG" and must be especially careful not to disturb or break existing utilities or services. The Contractor is solely responsible for any monetary charges made by the Utility Company for repair or replacement of damaged utilities, or for any damage to his own equipment.

**I. Construction Scheduling**

A schedule of construction operations shall be submitted to the Town of Wethersfield for approval and shall include a flow chart of major work items and approximate lengths of time related to the work items.

**J. Water Service**

Water service to the facility will be provided by the Town in April after the threat of a freeze is over. If service is necessary prior to the Town being able to provide water the contractor shall make its own provisions to provide adequate water at the contractor's expense.

**K. Sanitation**

Toilets to the facility will be available in April after the winter freeze threat is over. If portable sanitary facilities including chemical toilets, wash basins, water supply and cleaning supplies are necessary prior to the Town being capable of providing any facilities, the contractor may provide portable sanitary facilities at their own expense. Upon completion of the contract, the contractor must remove all traces of these facilities. Contractor is responsible for any garbage removal. Facility must be maintained in a clean and sanitary condition.

**L. Payment and Retainage**

Payment for this work shall be a lump sum at the completion of the project and shall include all equipment, materials, labor, and tools incidental to the completion of this work, less 5% to be retained by the Town for one calendar year following the completion date, or the duration of the warranty period, whichever is longer.

**M. Contract Management**

The contact person for this contract shall be Kathleen Bagley, Director Parks and Recreation Department or her authorized designee. The selected vendor will assign one qualified individual, who will be the firm's contact person who will be responsible for directing and coordinating the activities of the firm's personnel and subcontractors in all aspects of each project assigned.

**N. Addendum**

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this request, revisions will be provided to all prospective contractors who receive or request this RFP.

**O. Insurance**

The firm shall procure and maintain at its own expense, the insurance detailed in Appendix I – Town's Insurance and Indemnification requirements. Insurance Certificates in accordance with the requirements contained herein must be submitted within ten (10) days of receipt of Notice of Selection. Failure to maintain insurance coverage as required and to name the Town of Wethersfield as the Additional Insured will be grounds for termination of the contract.

### III. PROPOSAL ORGANIZATION AND CONTENT

**Letter of Transmittal:** A letter of transmittal addressed to **Mr. Michael O’Neil, Director of Finance**, which includes a statement by the respondent accepting all terms and conditions and requirements contained in this RFP. The letter should also include a brief discussion of the respondent's background, experience, and ability to perform this contract in accordance with the Scope of Services, as well as the name, title, telephone number and e-mail address of the person whom the Town may direct questions concerning the proposal.

**Project Understanding:** Please provide a written discussion in sufficient detail to demonstrate an understanding of the contract's scope and the services required.

**Experience:** Please provide a detailed written summary of the firm's history, experience and capability in providing the duties of this request. Also, please provide a list of contacts where your company provided similar services within the past 3 years. Include the names, phone numbers and emails of the contact people from these companies along with the type of service they received.

**Service Plan:** Provide a detailed itemized plan of action and the materials to be used. Include the warranty period for workmanship and materials.

**Services Expected of the Town:** Define the nature and scope of all services to be provided by the Town.

**Project Schedule:** Provide a detailed project schedule for completion of the major Project Tasks.

**Fee Proposal:** All Respondents are required to submit a fee proposal for all services outlined in the Proposal. All services must be identified and included in this fee proposal. The Town of Wethersfield is exempt from payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in this fee. The Town of Wethersfield reserves the right to negotiate fees and payment schedules with the selected Vendor. BID FORM (page C-1) must be included.

**Fair Employment Practice Qualifications For Bidders:** The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. Each firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that it 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. Any such plan should accompany the proposal. Each 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.

**All proposers must fill out the Fair Employment Practices for Qualifications of Bidders Form attached.** Findings of non-compliance with applicable State and Federal regulations could be sufficient reason for revocation or cancellation of this contract.

**Affidavit For Local Preference:** See attached (Appendix III if applicable).

**Non-Collusive Affidavit Of Proposer : Required.** See attached form.

**Preparation and Submittal of Proposals:**

- A. All proposals shall be signed in ink by the firm's duly authorized principal. **Unsigned proposals may not be considered.**
- B. Requests for extensions of the opening time and date will not be granted.
- C. Firms mailing their proposals should allow for normal mail time to ensure receipt of their proposals by the Wethersfield Finance Office prior to the time and date fixed for opening of proposals.
- D. Proposals or unsolicited amendments to proposals received by the Wethersfield Finance Office after the acceptance deadline may not be considered.
- E. Proposal may be withdrawn on written request from the firm addressed to the Wethersfield Finance Office prior to the time of acceptance.
- F. Negligence or oversight on the part of the firm in preparing the proposal confers no right of withdrawal after time fixed for acceptance of the proposals.

**IV. EVALUATION AND AWARD**

**Selection Criteria**

Criteria for selection will be based on the following factors:

- A. The Company's technical understanding of the Scope of Services as evidenced by the quality of the proposal submitted.
- B. The background and experience of the firm in providing the services requested.
- C. The demonstrated effectiveness of the Vendor's proposed service delivery system to ensure quality service and timely completion of services.
- D. The background, qualifications and relevant experience of the Vendor.
- E. References attesting to the quality of services performed and/or demonstrated ability of the Vendor.
- F. Competitiveness of proposed fees and costs, although the Town is not bound to select the Vendor who proposes the lowest fees and costs. The Town reserves the right to negotiate fees with the selected Vendor.

**Selection Procedures**

The Town reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the RFP.

The Town also reserves the right to make a selection on the basis of qualifications, experience in providing similar services elsewhere, the proposal's responsiveness to the Request For Proposals requirements; and to negotiate a contract with the Vendor.

Proposals in response to this RFP will be reviewed against the criteria listed, and award of the contract shall be made in accordance with standard purchasing procedures.

The vendor must have the requisite experience and training in concrete repairs.

Respondents submitting the most responsive proposals may be invited to an interview with a Selection Committee. The selection committee will in turn recommend to the Town Manager a vendor to provide the requested services.

The Town intends to enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the Town.

### **Award Of Contract**

It is the Town's intent to award this Contract to the most responsible and qualified bidder possessing skill and ability to perform the work, whose past performance of work is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein, provided the times stated by bidders in schedule of prices in proposals for starting and completing work are deemed advantageous to the Town's interest. The Town reserves the right, for any reason or for no reason, to reject any Proposal or all Proposals, to negotiate with any or all Bidders, to waive any informalities, irregularities or omissions in any bids received or to afford any Bidder an opportunity to remedy any informality or irregularity if in the opinion of the Town it is in the best interest of the Town to do so.

Town is not bound to select the vendor who proposes lowest fees and costs.

### **Notice of Award**

The Town will give notice of acceptance of a proposal to the successful vendor. The Contractor agrees to begin work 10 days upon receipt of a written purchase order or as later specified by the Town to proceed and shall complete the project within the stipulated time.

TOWN OF WETHERSFIELD, CONNECTICUT 06109

SKATE PARK CONCRETE REPAIRS

Opening: **2:00 P.M., EDT, Thursday, February 5, 2015**

Town Hall

Town Hall, Finance Office, 2<sup>nd</sup> floor

505 Silas Deane Highway

Wethersfield, Connecticut 06109

In accordance with these Specifications, the undersigned agrees to supply the following:

**SKATE PARK CONCRETE REPAIRS**

**TOTAL LUMP SUM BASE BID \$** \_\_\_\_\_

**Base Bid in Words:** \_\_\_\_\_

Work to start \_\_\_\_ days after receipt of a Purchase Order.

Payment Terms: \_\_\_\_\_

Warranty Period \_\_\_\_\_

Bidder Acknowledges Receipt of the Following Addenda if applicable:

**Addendum 01: Dated** \_\_\_\_\_

**Addendum 02: Dated** \_\_\_\_\_

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual or corporate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name & Title of Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
E-mail Address

FAIR EMPLOYMENT PRACTICES FOR QUALIFICATIONS OF BIDDERS  
TOWN OF WETHERSFIELD, CONNECTICUT

THIS QUESTIONNAIRE ON FAIR EMPLOYMENT PRACTICES FOR THE QUALIFICATIONS OF BIDDERS IS PART OF THIS BID DOCUMENT AND MUST BE RETURNED WITH YOUR BID. FAILURE TO COMPLETE THIS FORM MAY BE SUFFICIENT CAUSE FOR REJECTION OF YOUR BID. IT WILL BE NECESSARY TO SUBMIT THIS FORM ON AN ANNUAL BASIS IN ORDER FOR THE TOWN TO MAINTAIN AND UP-TO-DATE FILE ON YOUR PROGRESS IN EQUAL OPPORTUNITY EMPLOYMENT. AS REQUIRED BY FEDERAL AND STATE LAWS AND REGULATIONS, THE TOWN MAY REQUEST ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY INFORMATION FROM YOU.

“FAIR” OR “EQUAL EMPLOYMENT” MEANS THE PRACTICE OF NOT DISCRIMINATING AMONG PERSONS ON THE BASIS OF RACE, COLOR, SEX, NATIONAL ORIGIN OR AGE.

THIS QUESTIONNAIRE WILL BE EVALUATED BY THE PURCHASING AGENT AND HIS RECOMMENDATIONS WILL BE A FACTOR IN DETERMINING WHETHER YOUR FIRM IS TO BE RETAINED ON THE TOWN’S BID LIST.

SECTION PLEASE ANSWER ALL THE FOLLOWING QUESTIONS:

- A NAME OF FIRM \_\_\_\_\_
- ADDRESS \_\_\_\_\_
- TELEPHONE NUMBER \_\_\_\_\_
- NATURE OF BUSINESS \_\_\_\_\_
- NUMBER OF FULL TIME EMPLOYEES \_\_\_\_\_
- PERSON FILLING OUT FORM \_\_\_\_\_
- TITLE \_\_\_\_\_

SECTION DO YOU HAVE A WRITTEN EQUAL EMPLOYMENT POLICY? YES \_\_\_ NO \_\_\_

- B IF YES, PLEASE ATTACH COPY
- IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES \_\_\_ NO \_\_\_

SECTION DO YOU HAVE A WRITTEN AFFIRMATIVE ACTION POLICY? YES \_\_\_ NO \_\_\_

- C IF YES, PLEASE ATTACH COPY
- IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES \_\_\_ NO \_\_\_

SECTION DO YOU UTILIZE AFFIRMATIVE ACTION IN EMPLOYMENT PRACTICES, SUCH AS ADVERTISING ALL POSITIONS WITH THE EQUAL OPPORTUNITY CLAUSE, MAKING SPECIAL EFFORTS TO RECRUIT MINORITY AND FEMALE JOB APPLICANTS AND REVIEWING JOB-TESTING PROCEDURE TO ENSURE THAT NO DISCRIMINATORY BIASES EXIST.

D

SECTION

PLEASE FILL OUT THE DATA REQUESTED IN THE FOLLOWING TABLE FOR ALL FULL-TIME EMPLOYEES OF YOUR ORGANIZATION. THE STATISTICS USED MUST BE NO OLDER THAN 3 MONTHS FROM THE TIME THIS BID IS SUBMITTED.

E

EMPLOYMENT STATUS AS OF \_\_\_\_\_

MALE						FEMALE					
WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN/PACIFIC ISLANDER	AMERICAN INDIAN	TOTAL MALE	WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN/PACIFIC ISLANDER	AMERICAN INDIAN	TOTAL FEMALE

OFFICERS/ MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE/ CLERICAL												
CRAFTSMEN (SKILLED)												
OPERATORS (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												

SECTION

NAME OF OFFICER OF FIRM \_\_\_\_\_

F

SIGNATURE OF OFFICER \_\_\_\_\_

DATE \_\_\_\_\_

**TOWN OF WETHERSFIELD**  
**Department of Finance**  
**NON COLLUSIVE AFFIDAVIT OF PROPOSER**

**C-3**

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition, and
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Wethersfield to consider the proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer/Firm

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

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Title Person

Subscribed and Sworn to me this \_\_\_\_ day of \_\_\_\_\_, 201\_.

Notary Public  
My Commission Expires

\_\_\_\_\_

## APPENDIX I

### TOWN OF WETHERSFIELD

#### **INSURANCE AND INDEMNITY REQUIREMENTS**

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure the Contractor's obligations under this contract with an insurance company or companies with an AM Best Rating of A-: VII or better licensed to write insurance in Connecticut and acceptable to the Town of Wethersfield. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

As to all insurance required, the insurer shall provide the Purchasing Agent, Town of Wethersfield, with Certificates of Insurance prior to the execution of this contract, describing the coverage and providing that the insurer shall give the Town of Wethersfield written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Deductibles and self-insurance shall be declared in the Certificate of Insurance and are subject to the approval of the Town of Wethersfield.

Such insurance or renewals or replacements thereof shall remain in force during the Contractor's responsibility under this Agreement. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the Town of Wethersfield of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage.

1. Contractor agrees to indemnify and save harmless the Town from loss, expense, damage or injury caused or occasioned, directly or indirectly, by its failure to comply with any of the following:
  - a. The furnishing and paying for all necessary permits, licenses and inspection fees as called for in the plans, specifications and addenda as being his responsibility.
  - b. The payment of all royalty and license fees and the defense of all suits or claims for infringement of any patent rights pertaining to work furnished by the Contractor.
  - c. The payment of any loss or damage arising from any defects in materials or workmanship for a period, and to the extent, as set forth in the plans, specifications and addenda, or for a period of one year from date of acceptance, whichever is greater.

The Contractor agrees that, to the fullest extent permitted by law, it shall hold harmless and indemnify the Town and all of its officers, agents and employees (hereinafter collectively called the "Indemnitees") and shall defend and protect the Indemnitees from and against any and all loss, cost, liability, claim, damage and expense including, without limitation, reasonable attorney's fees and expenses, incurred in connection with or arising from or alleged to have occurred in connection with or arisen from (1) any injury, illness or death to any person or damage to any person or property occurring with respect to, in connection with or as a result of and to the extent caused by the negligent acts or omissions of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, and (11) any litigation, whether material or immaterial, with respect to any negligent act or omission of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, or with respect to or in connection with Contractor's performance or non-performance of its obligations under this agreement. As used above, the Contractor's duty to "defend and protect" shall be by counsel reasonably acceptable to the Town and "attorneys fees and expenses" shall include both reasonable attorney's and paralegals' fees and expenses. In case any action or proceeding be brought against any of the Indemnitees by reason of any such claim or liability, the Contractor, upon notice from the Town, shall protect and defend at the Contractor's sole expense such action or proceeding by counsel reasonably satisfactorily to the Town and the Town agrees to cooperate in such defense. The Contractor will pay any judgments entered against the Indemnitees or any of them after exhaustion of all appeals thereof as the Contractor shall reasonably determine to undertake. The Contractor will also pay all amounts payable in settlement or compromise of any such action or proceeding, and the Town agrees not to settle any such action or proceeding without the Contractor's consent, which will not be unreasonably withheld. In the event the Contractor shall fail to protect and defend any of the Indemnitees, the Town may undertake to protect and defend such Indemnitees and the Contractor shall pay to the Town, upon demand, all reasonable costs and expenses incurred by the Town in connection therewith, including, without limitation, all reasonable attorneys fees and expenses.

2. The Contractor shall procure and maintain, at its own expense, the following insurance:

a. Worker's Compensation with minimum statutory limits on Employer's Liability Part B and Occupational Disease. Workers Compensation shall include waiver of subrogation in favor of the Town and alternate employer endorsement.

b. General Liability Insurance on an occurrence basis with minimum limits of:

\$1,000,000 Bodily Injury Per Occurrence

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

The Town shall be listed as an additional insured as regards both premise operations and products/completed operations.

Coverage shall include Broad Form Property Damage, Contractual Liability and Completed Operations coverage, Professional Liability where applicable and such other insurance as the Town may require. The Town requires that these aggregate limits be maintained by the Contractor as required. Contractors insurance shall be primary and non-contributory and include waiver of subrogation. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever the policy limits go below those required above. If the aggregate limits include defense costs, the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period, keeping the required limits in full force and effect. The Town of Wethersfield reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

c. Auto Liability Insurance with minimum limits of:

\$1,000,000 Bodily Injury

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

All insurance shall be evidenced by a certificate of insurance showing the Contractor's insurance is in force and the carrier shall notify the Town that the policies will not be canceled with less than 30 days written notice to the Contractor. Contractors Insurance shall be primary and non-contributory and include waiver of subrogation.

3. On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows:

The Town of Wethersfield, The Wethersfield Board of Education (where appropriate), and its respective officers, agents and servants.

4. Professional Liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Counsel, Accountants, Actuaries, Agent of Record).

Additional Coverage and Limits may be required based upon the particular services contracted.

5. Property Insurance

a. Town shall purchase and maintain property insurance upon the Work at the site of the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the Town, Contractor, Subcontractor and

Engineer in the Work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions; shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architect, attorney and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off site or in transit when such portions of the Work are to be included in an Applications for Payment.

- b. Town shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of the Town, Contractor, Subcontractors and Engineer in the Work, but only to the extent required by the Supplementary Conditions or by law.
  - c. Town shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount shall be borne by the Contractor, and if Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at Contractor's own expense.
  - d. If Contractor requests in writing that other special insurance be included in the property insurance policy, Town shall, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the site, Town will in writing advise Contractor whether such other insurance has been procured by the Town.
  - e. The policies of insurance required shall contain a provision that in the event of payment for any loss under the coverage provided, the insurer will have no rights of recovery against any of the parties enumerated. It is the intention of the Owner and Contractor that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described.
6. Waiver of Rights: Town and Contractor waive all rights against each other and the Subcontractors and their agents and employees and against Engineer and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Town shall require similar waivers in writing from each Subcontractor; each such waiver will be in favor of all other parties enumerated.
7. Receipt and Application of Proceeds: Town as trustee shall have power to adjust and settle any loss with the insurers. Any insured loss under the policies of insurance shall be adjusted with Owner and made payable to Town as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. Town shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

#### Other Conditions

#### Claims Made Coverage Guidelines - General or Professional Liability

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

1. Erosion of any aggregate limits.
2. Advance of any retroactive dates.
3. Cancellation or non renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Wethersfield is necessary and the Town retains the right to require that the extended reporting period

be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

If, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or if a surety issuing any such shall become unsatisfactory to the Town, the Bidder shall promptly obtain a new policy, submit same to the Purchasing Agent for approval and submit a certificate thereof as hereinabove required. Upon the failure of the Bidder to furnish, deliver or maintain same, this contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Bidder in the above shall not relieve same from any/all liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder concerning indemnification.

In the event that claims in excess of these amounts are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Bidder until such time as the Bidder shall furnish such additional security covering such claims as may be determined by the Town.

Note: Proof of insurance in accordance with these specifications must accompany bid submission.

## APPENDIX II

### ORDINANCE PROVIDING FOR LOCAL PREFERENCE

#### TOWN BASED BUSINESS

**The term “town based business” shall mean a business with a principal business located within the Town of Wethersfield.** A business shall not be considered a town based business, unless evidence submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Wethersfield. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

#### LOWEST RESPONSIBLE BIDDERS

On any project the lowest responsible bidder shall be determined in the following order:

Provided that such town based resident bidder shall have met all other requirements set forth in this article, any town based resident bidder which has submitted a bid not more than ten (10) percent higher than the lowest most responsible bid may be awarded the bid provided such town based bidder agrees to accept the award of the bid at the amount of the lowest most responsible bid.

If more than one town based resident bidder has submitted a bid not more than ten (10) percent higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the town based resident bidders which had submitted the lowest bid.

#### IMPLEMENTATION OF LOCAL BIDDER PREFERENCE

Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to the solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit an affidavit form, approved by the Town of Wethersfield, may result in your disqualification as a local vendor and ineligibility for contract award.

#### RESTRICTION OF USE OF LOCAL BIDDER PREFERENCE

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the town and other municipalities or the State of Connecticut.

APPENDIX III

AFFIDAVIT PURSUANT TO THE  
ORDINANCE PROVIDING FOR LOCAL PREFERENCE

**(It is not necessary to submit this form unless you are a Wethersfield Town-based Business)**

The undersigned, being duly sworn, disposes and says as follows:

1. That he/she is over the age of eighteen (18) years of age;
2. That he/she believes in and understands the obligations of an oath;
3. That he/she is submitting a bid as a “town based business”, pursuant to those conditions delineated in the Town of Wethersfield’s Ordinance Providing for Local Preference.

\_\_\_\_\_  
Name of Local Bidder  
(Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Local Bidder

# TOWN OF WETHERSFIELD

## Purchasing Office

505 SILAS DEANE HIGHWAY  
WETHERSFIELD, CT 06109

### “NO BID” RESPONSE

**Name of Bid/RFP/RFQ:** \_\_\_\_\_

**Date of Bid Opening:** \_\_\_\_\_

For tracking, audit, and record-keeping purposes, we would very much appreciate knowing the reason why you have chosen not to submit a proposal for the above-referenced Public Bid, RFP or RFQ.

Would you please take a moment to provide a brief explanation below for not submitting a proposal to us for this purchase?

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

Please also indicate if you would like to continue to receive bids and quotes from us in the future for above-referenced related purchases. If we do not receive this form back, we will assume you are no longer interested in receiving bids and quotes from us.

Please continue to send me bids, quotes, and RFPs. Yes \_\_\_\_\_ No \_\_\_\_\_

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

Mailing address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Your name \_\_\_\_\_ Date \_\_\_\_\_

This may be mailed, faxed, or e-mailed back to us at:

Town of Wethersfield  
Attn: Finance Dept.  
505 Silas Deane Highway  
Wethersfield, CT 06109  
Fax: 860 721-2997  
E-mail: [kristine.lombardo@wethersfieldct.com](mailto:kristine.lombardo@wethersfieldct.com)  
Thank you for your response.