

TOWN OF WOLCOTT  
INVITATION TO BID  
#17-07 POLICE VEHICLES

DO NOT CALL THE WOLCOTT TOWN HALL REGARDING THIS NOTICE

The Town of Wolcott invites bids from qualified vendors to supply two (2) new leftover model year 2016 or two (2) new model year 2017 Ford Utility Interceptors. Bid packages, containing submission instructions and other information are available by email request to [nclark@wolcottct.org](mailto:nclark@wolcottct.org). Please put "17-07 POLICE VEHICLES" in the subject line of email requests. Bid packages may also be requested from Natalie Clark, Acct. & Purchasing, by fax at 203-879-8106. Sealed bids, including envelopes and/or mailing containers will be clearly marked "17-07 POLICE VEHICLES", will show the name and address of the bidder and must be received in the Finance Office, Wolcott Town Hall, 10 Kenea Ave., Wolcott, CT 06716, by 11:00 AM, August 24<sup>th</sup>, 2016. Bids will be opened & read in public immediately following the bid closing time in the Council Chambers, Wolcott Town Hall. Late bids or bids delivered to other locations will be disqualified. The Town of Wolcott reserves the right to reject any and all bids, waive any irregularities, omissions, excess verbiage or technical defects in the bids, and the Town need not necessarily award the contract to the firm submitting the lowest bid, if, in the opinion of the Town, it would be in the best interests of the Town of Wolcott to accept other than the lowest bid because of another firm's greater expertise and/or experience or quality of material.

THE TOWN OF WOLCOTT IS AN EQUAL OPPORTUNITY EMPLOYER

**TOWN OF WOLCOTT**



**INVITATION TO BID  
#17-07**

**"POLICE VEHICLES"**

**PUBLISHED: Sunday, August 7th, 2016**

**BID DUE: Wednesday, 11:00 A.M. August 24<sup>th</sup>, 2016**

**TOWN OF WOLCOTT  
INVITATION TO BID #17-07  
POLICE VEHICLES**

**SUBMITTAL INSTRUCTIONS & INFORMATION**

The Town of Wolcott is looking vendors to supply two (2) new leftover model year 2016 or two (2) new model year 2017 Ford Utility Interceptors. Sealed bids, including mailing envelopes and/or shipping containers, will be clearly marked "17-07 POLICE VEHICLES", will show the name & address of the bidder, and will be delivered to Susan E. Hale, Municipal Finance Officer, Wolcott Town Hall, 10 Kenea Ave., Wolcott, CT 06716 by 11:00 A.M., Wednesday, August 24<sup>th</sup>, 2016. Bids sent by email or fax are not acceptable. Bids received late or delivered to other locations will be disqualified.

The Town of Wolcott reserves the right to change the submittal time and submittal date of the bids.

Hours of operation at the Wolcott Town Hall are Monday through Wednesday 8:00 A.M. to 4:30 P.M., Thursday 8:00 A.M. to 5:30 P.M. and Friday 8:00 A.M. to 12:00 noon.

Bids will be opened and read publicly immediately following the bid closing time in the Council Chambers, Wolcott Town Hall.

Bidders are cautioned to allow sufficient time to ensure the timely delivery and correct delivery location of their proposals. The Town is not responsible for the failure of delivery services to deliver the bids to the correct location by the specified time. The Town is not responsible for bids not arriving at the prescribed time and place due to insufficient postage.

All forms must be properly and completely filled out. All forms must be signed by an authorized principal or agent of the bidder. Any exception which a bidder proposes must be on a separate attachment, identified properly as such and properly signed.

Potential bidders are prohibited from contacting any other Town employee, officer or official concerning this ITB. A firm's failure to comply with this requirement will result in disqualification.

In submitting this bid, it is agreed that it (the bid) may not be withdrawn for a period of 90 days from the opening thereof.

The Town of Wolcott reserves the right to reject any and all bids, waive any irregularities, omissions, excess verbiage or technical defects in the bids, and the Town need not necessarily award the contract to the vendor submitting the lowest bid, if, in the opinion of the Town, it would be in the best interests of the Town of Wolcott to accept other than the lowest bid because of another vendor's greater expertise and/or experience.

The Town is exempt from the payment of Federal Excise Tax and CT Sales and Use Tax. These taxes must not be included in bid prices nor added to any items specified.

The Town of Wolcott Ordinances # 75 "Ordinance Establishing Uniform Standards Applicable to the Public Bidding Process" and # 92 "Ordinance Concerning Delinquent Taxes and Denial of Permits, Town

Contracts and Vendor Payments" will be in force for the purposes of proposal evaluation. (Copies included in this bid package)

The Town may consider informal any proposal not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in or reject any and all proposals.

The Town may make such investigations, as it deems necessary to determine the ability, qualifications, and experience of the bidder to perform. The bidder shall furnish to the Town all such information and data for this purpose as the Town may request.

***PLEASE DO NOT CALL THE WOLCOTT TOWN HALL WITH QUESTIONS  
REGARDING THIS INVITATION TO BID***

To preserve the integrity of the bid process, all questions regarding commercial and/or technical items must be in writing and should be faxed to Natalie Clark, Accounting and Purchasing, at 203-879-8106 or emailed to [nclark@wolcottct.org](mailto:nclark@wolcottct.org). Phoned or verbal questions will not be addressed. Please put "17-07 QUESTION" in the subject line of emailed questions. Questions and the respective answers will be provided to all potential bidders who have requested the bid package. Questions will be answered as promptly as possible. The deadline for presenting questions is 4:00 P.M., August 17, 2016.

The Town of Wolcott will not be responsible for and hereby disclaims any alleged oral instructions or contract interpretations given to potential bidders.

The Town may make such investigations, as it deems necessary to determine the ability, qualifications, and experience of the bidder to perform. The bidder shall furnish to the Town all such information and data for this purpose as the Town may request.

All invoices shall include:

Complete Contractor name and billing address.

Invoice number and date.

Purchase order number.

Itemized description of services and/or material supplied.

Adjustments, if applicable.

Quantity, unit, unit price, and extended amount.

Ticket numbers corresponding to each invoice shall be listed or attached to the company invoice as a separate sheet, if applicable.

The Town makes payment 45 days from the invoice date.

The undersigned certifies under 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. In witness whereof, the undersigned has caused this proposal to be executed this ..... day of....., 2016.

Name of Firm: .....

Address: .....

Signature: Date: .....

Typed Name: .....Title: .....

**NOTICE TO BIDDERS**

The Town of Wolcott, Connecticut, is an Equal Opportunity Employer. The Town has made it a matter of policy that it will not transact business with firms, which are not in compliance with all Federal and State statues and Executive Orders pertaining to nondiscrimination. In order for the Bidder to be placed on the Town's acceptable Vendors List and thereby be eligible for consideration as a source for goods and services, the Bidder must complete the below Affirmative Action statement.

**STATEMENT OF POLICY**

It is the employment policy of \_\_\_\_\_ (this "Firm") that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age, in the hiring, upgrading, demotion, recruitment, termination, and selection for training. In addition, this Firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statues noted above.

Name of Firm: \_\_\_\_\_

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

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

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or services described in the Advertisement for Bids, designed to limit independent bidding or competition, and

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

**INDEMNIFICATION AND SAVE HARMLESS AGREEMENT**

The Contractor agrees to indemnify and save harmless the Town of Wolcott, CT, its employees, agents and servants, from any liability, claim, expense, cause of action, loss or damage whatsoever, for any injury, including death to any person or property; whether covered by insurance or not, unless such injury or damage is caused by the sole negligence of the Town of Wolcott, its agents or servants. The Town of Wolcott shall be held harmless specifically for attorney's fees and the Contractor is expressly obligated to defend any and all claims that shall arise through this contract.

Bidder's Signature: \_\_\_\_\_

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

**INSURANCE REQUIREMENTS**

The Contractor will carry for the life of the contract and provide a copy of insurance certificates:

Public Liability Insurance, including Contractual Liability and Completed Operations coverage for Bodily Injury and Property Damage in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 annual aggregate.

Automobile Liability Insurance in an amount no less than \$1,000,000.  
Combines single limit for Bodily Injury and Property Damage.

Workers Compensation Insurance as required by state law.

Employers Liability Insurance of \$1,000,000 per occurrence.

Excess Umbrella Liability Insurance of \$3,000,000.

Maximum deductible allowed under any policy \$5,000.

All of the above policies will be endorsed to include a 30-day prior notice of cancellation, termination or modification to the Town of Wolcott, CT. All of the above policies shall name the Town of Wolcott, CT, the officials, employees, agents, and servants of the aforementioned, as additional insureds.

**SPECIFICATION & PRICE SCHEDULE - POLICE DEPT**

**IMPORTANT:** IF ITEMS IN THE "UPFIT" LIST ARE AVAILABLE FROM FORD AS PART OF A FACTORY-BUILT VEHICLE, BIDDERS ARE ENCOURAGED TO PROVIDE THAT INFORMATION (INCLUDING FORD OPTION CODES, CONTENTS OF OPTION PACKAGES, PRICING AND WARRANTIES) ON A SEPARATE PRICE SCHEDULE. FURTHER, IF THERE ARE MANUFACTURERS' PLANS TO OFFER FOR SALE VEHICLES THAT ARE CONSIDERED "DEMOS" AT A REDUCED PRICE, BIDDERS ARE ENCOURAGED TO OFFER DETAILS OF THOSE PLANS.

<b>BASE VEHICLE WITH FACTORY OPTIONS FOR 2016 FORD UTILITY INTERCEPTOR</b>	<b>ITEM #</b>	<b>PRICE EA.</b>	<b>QTY</b>
<b>4DR AWD Police</b>	<b>K8A</b>	<b>\$</b>	<b>1</b>
<b>Black</b>	<b>G1</b>	<b>\$</b>	<b>1</b>
<b>White Vinyl Package Wrap</b>	<b>91A</b>	<b>\$</b>	<b>1</b>
<b>Black Cloth Seats/VNL Rear</b>	<b>9</b>	<b>\$</b>	<b>1</b>
<b>Black Interior</b>	<b>W</b>	<b>\$</b>	<b>1</b>
<b>Side Marker Lights</b>	<b>63B</b>	<b>\$</b>	<b>1</b>
<b>Driver Only LED Spotlight</b>	<b>51R</b>	<b>\$</b>	<b>1</b>
<b>Equipment Group</b>	<b>500A</b>	<b>\$</b>	<b>1</b>
<b>3.7L V6</b>	<b>99R</b>	<b>\$</b>	<b>1</b>
<b>6-Spd Auto Trans.</b>	<b>44C</b>	<b>\$</b>	<b>1</b>
<b>Front Headlamp Housing</b>	<b>86P</b>	<b>\$</b>	<b>1</b>
<b>Noise Suppression</b>	<b>60R</b>	<b>\$</b>	<b>1</b>
<b>California Emissions</b>	<b>422</b>	<b>\$</b>	<b>1</b>
<b>Sync Based Voice Activation Communications System</b>	<b>53M</b>	<b>\$</b>	<b>1</b>
<b>Heated Mirrors</b>	<b>549</b>	<b>\$</b>	<b>1</b>
<b>Reverse Sensing</b>	<b>76R</b>	<b>\$</b>	<b>1</b>
<b>Steering Wheel Switches</b>	<b>61S</b>	<b>\$</b>	<b>1</b>
<b>Center Console</b>	<b>unknown</b>	<b>\$</b>	<b>1</b>
<b>Grill Wiring</b>	<b>60A</b>	<b>\$</b>	<b>1</b>
<b>Front License Bkt</b>	<b>153</b>	<b>\$</b>	<b>1</b>
<b>Net Inv Flt Opt</b>	<b>B4A</b>	<b>\$</b>	<b>1</b>
<b>Rear-Door Handles Inoperable</b>	<b>68L</b>	<b>\$</b>	<b>1</b>
<b>Remote Keyless Entry Key Fob</b>	<b>595</b>	<b>\$</b>	<b>1</b>
<b>Wheel Covers (18" Full Face Wheel Cover)</b>	<b>65L</b>	<b>\$</b>	<b>1</b>

**Additional Equipment (2016 Ford Utility Interceptor):**

- 1) Wolcott Police Department Stenciling;
- 2) Whelan Inner Edge Lights with (Take Down Lights) for both Driver and Passenger side (1-Red and 1-Blue), Item # IX34UFZ
- 3) (2) Flashing Grill Lights (1-Red and 1-Blue);
- 4) Flashing Rear Lights;

- 5) Vertex type lighting in front and rear lamps that flash red and blue;
- 6) RAM Mount "No-Drill" Lap Top Base for Police Interceptor Utility
- 7) Single Prisoner Cage (Pro Guard Pro Cell)
- 8) Locking Rifle Mount

Installation of the above equipment, plus removal of I-Pad stand, radio, controller, antenna and siren from old Wolcott Police Department vehicle and installed in new vehicle.

**SPECIFICATION & PRICE SCHEDULE - POLICE DEPT**

**IMPORTANT:** IF ITEMS IN THE "UPFIT" LIST ARE AVAILABLE FROM FORD AS PART OF A FACTORY-BUILT VEHICLE, BIDDERS ARE ENCOURAGED TO PROVIDE THAT INFORMATION (INCLUDING FORD OPTION CODES, CONTENTS OF OPTION PACKAGES, PRICING AND WARRANTIES) ON A SEPARATE PRICE SCHEDULE. FURTHER, IF THERE ARE MANUFACTURERS' PLANS TO OFFER FOR SALE VEHICLES THAT ARE CONSIDERED "DEMOS" AT A REDUCED PRICE, BIDDERS ARE ENCOURAGED TO OFFER DETAILS OF THOSE PLANS.

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<b>3.7L V6</b>	<b>99R</b>	<b>\$</b>	<b>1</b>
<b>6-Spd Auto Trans.</b>	<b>44C</b>	<b>\$</b>	<b>1</b>
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- 8) Locking Rifle Mount

Installation of the above equipment, plus removal of I-Pad stand, radio, controller, antenna and siren from old Wolcott Police Department vehicle and installed in new vehicle.

**\*\*\*Please place this as the top page of your proposal\*\*\***

**TOTAL COST OF ONE (1) NEW LEFTOVER 2016 MARKED FORD UTILITY INTERCEPTOR**

COMPLETE WITH FACTORY INSTALLED OPTIONS & INSTALLED UPFITS \$ \_\_\_\_\_

WARRANTIES: VEHICLE \_\_\_\_\_ UPFITS \_\_\_\_\_ DELIVERY TIME \_\_\_\_\_

UPFITS TO BE DONE: IN HOUSE \_\_\_\_ SUBCONTRACTOR \_\_\_\_ IF SUBCONTRACTOR, PLEASE GIVE NAME &

ADDRESS \_\_\_\_\_

**TOTAL COST OF ONE (1) NEW LEFTOVER 2016 MARKED FORD UTILITY INTERCEPTOR**

COMPLETE WITH FACTORY INSTALLED OPTIONS & INSTALLED UPFITS \$ \_\_\_\_\_

WARRANTIES: VEHICLE \_\_\_\_\_ UPFITS \_\_\_\_\_ DELIVERY TIME \_\_\_\_\_

UPFITS TO BE DONE: IN HOUSE \_\_\_\_ SUBCONTRACTOR \_\_\_\_ IF SUBCONTRACTOR, PLEASE GIVE NAME &

ADDRESS \_\_\_\_\_

**TOTAL COST OF ONE (1) NEW 2017 MARKED FORD UTILITY INTERCEPTOR**

COMPLETE WITH FACTORY INSTALLED OPTIONS & INSTALLED UPFITS \$ \_\_\_\_\_

WARRANTIES: VEHICLE \_\_\_\_\_ UPFITS \_\_\_\_\_ DELIVERY TIME \_\_\_\_\_

UPFITS TO BE DONE: IN HOUSE \_\_\_\_ SUBCONTRACTOR \_\_\_\_ IF SUBCONTRACTOR, PLEASE GIVE NAME &

ADDRESS \_\_\_\_\_

**TOTAL COST OF ONE (1) NEW 2017 MARKED FORD UTILITY INTERCEPTOR**

COMPLETE WITH FACTORY INSTALLED OPTIONS & INSTALLED UPFITS \$ \_\_\_\_\_

WARRANTIES: VEHICLE \_\_\_\_\_ UPFITS \_\_\_\_\_ DELIVERY TIME \_\_\_\_\_

UPFITS TO BE DONE: IN HOUSE \_\_\_\_ SUBCONTRACTOR \_\_\_\_ IF SUBCONTRACTOR, PLEASE GIVE NAME &

ADDRESS \_\_\_\_\_

**\*\*\*Prices are good for \_\_\_\_\_ days from the date of bid opening on all items quoted.**

#75

AN ORDINANCE ESTABLISHING UNIFORM STANDARDS  
APPLICABLE TO THE PUBLIC BIDDING PROCESS

BE IT ORDAINED THAT:

SECTION 1

STATEMENT OF PURPOSE

The purpose of this ordinance shall be:

(A) To establish uniform standards and to clarify those procedures which shall apply to the award of all municipal contracts which are subject to the Public Bidding Procedure provided in Section 707(c) of the Charter of the Town of Wolcott.

(B) In recognition of the compelling need to stimulate the economy and to enlarge the tax base of the Town of Wolcott, to provide, as part of said uniform standards and procedures, a preference to Town-Based Businesses, as hereinafter defined, in the awarding of certain municipal contracts in an amount not exceeding Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

SECTION 2

STANDARDS AND PROCEDURES APPLICABLE TO THE AWARD OF ALL MUNICIPAL CONTRACTS  
PURSUANT TO SECTION 707(c) OF THE CHARTER

(A) Subject to the special procedure hereinafter provided in Section 3 of this ordinance, any contract awarded as a result of the Public Bidding Procedure provided in Section 707(c) of the Charter shall be awarded to the lowest responsible qualified bidder unless the Municipal Finance Officer shall determine in writing that to do so would not be in the best interests of the Town of Wolcott.

(B) In making said determination, the Municipal Finance Officer shall be guided by the following considerations:

(1) The ability, capacity and skill of the bidder to perform the contract or to provide the service required.

(2) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

(4) The quality of performance by the bidder of previous contracts or services.

(5) The previous and existing compliance by the bidder with those federal or state statutes and local ordinances, if any, relating to the contract or service.

(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

(7) The quality, availability and adaptability of the supplies, or contractual services to the particular use required.

(8) The ability of the bidder to provide future maintenance and service for the subject of the contract.

(C) The Municipal Finance Officer may require a performance bond as a condition before entering into any contract in such amount as said Officer shall find reasonably necessary to protect the interests of the Town.

### SECTION 3

#### SPECIAL PROCEDURE APPLICABLE TO BIDS SUBMITTED BY TOWN-BASED BUSINESSES

(A) Town-Based Business: For the purposes of this ordinance, "Town-Based Business" shall mean any organization having its principal place of business located within the Town of Wolcott. To be considered a Town-Based Business eligible for the benefits provided in this Section, any bidder must submit, in addition to a bid, evidence satisfactory to the Municipal Finance Officer that said business in fact has its principal location within the Town of Wolcott. Such evidence may include, but is not limited to, the long term lease or ownership of business property from which said business is operated or the payment of property taxes on the personal property of said business to be used in the performance of the bid.

(B) Determination of the Lowest Responsible Qualified Bidder: The lowest responsible qualified bidder shall be determined in the following order:

(1) Subject to the standards provided in Section 2(B) of this ordinance, any Town-Based Business which is a responsible and qualified bidder and which has submitted a bid in an amount not more than five-percent (5%)

higher than the low bid shall be awarded the contract in the amount of the low bid.

(2) If no Town-Based Business has submitted a bid in an amount not more than five-percent (5%) higher than the low bid, then, subject to the standards provided in Section 2(B) of this ordinance, the contract shall be awarded to the lowest responsible qualified bidder.

(3) If more than one responsible and qualified Town-Based Business has submitted a bid in an amount not more than five-percent (5%) higher than the low bid, then, subject to the standards provided in Section 2(B) of this ordinance, the lowest responsible qualified bidder shall be that one of the Town-based bidders which has submitted the lowest bid who shall then be awarded the contract in the amount of the low bid.

(C) Limitations and Exceptions: The bidding procedure provided in this Section shall apply to the award of all municipal contracts which are subject to the Public Bidding Procedure provided in Section 707(c) of the Charter except for the following:

(1) Those of such contracts in an amount which is in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

(2) Those of such contracts which are funded, entirely or in part, by State or Federal grants-on-aid.

#### SECTION 4

##### INVITATIONS TO BID

All invitations to bid extended to prospective bidders in the award of all municipal contracts subject to the Public Bidding Procedure provided in Section 707(c) of the Charter shall include a reference to and shall be issued subject to the provisions of this ordinance.

#### SECTION 5

##### SEVERABILITY

If any provision of this ordinance is declared invalid, that decision shall not affect the remaining provisions of this ordinance, which shall continue in full force and effect.

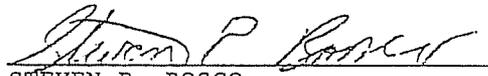
SECTION 6

EFFECTIVE DATE

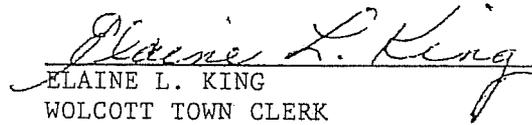
This ordinance shall be effective thirty (30) days after publication as required by Section 7-157 of the Connecticut General Statutes, as amended.

Approved by the Town Council, Town of Wolcott, this 20<sup>th</sup> day of September 1994.

  
EUGENE A. MIGLIARO, JR.  
MAYOR, TOWN OF WOLCOTT  
DATE: 9-20-94

  
STEVEN P. BOSCO  
CHAIRMAN, WOLCOTT TOWN COUNCIL  
DATE: 9/20/94

  
WILSON J. TROMBLEY  
WOLCOTT TOWN ATTORNEY  
DATE: 9-20-94

  
ELAINE L. KING  
WOLCOTT TOWN CLERK  
DATE: 10/27/94

Date Published: September 27, 1994

Effective Date: October 27, 1994

## ORDINANCE #92

### **ORDINANCE CONCERNING DELINQUENT TAXES AND DENIAL OF PERMITS, TOWN CONTRACTS AND VENDOR PAYMENTS**

BE IT ORDAINED by the Town Council of the Town Wolcott, in a meeting duly assembled, that the following ordinance is adopted:

#### **PREAMBLE**

The purpose of the following Ordinance is to establish fair and equitable guidelines for all taxpayers and to aid in the efficient operation of municipal government and its agencies within the Town of Wolcott. It is the intent of the Town of Wolcott that all taxes must be paid in full before any Contract is awarded, permits are issued, or vendors are paid. It is not the intent of this Ordinance to punish or penalize any taxpayer but rather to be fair to all paying taxpayers by encouraging the payment of outstanding taxes.

#### **SECTION 1:**

For the purpose of this ordinance, the following definitions shall apply:

- a) "Delinquent amounts" shall refer to any delinquent real or personal property taxes, any delinquent sewer assessments or usage charges, or any delinquent water assessments or usage charges, and any interest, fees and charges thereon.
- b) "Person" shall mean any individual, firm, company, limited liability company, partnership, association, society, corporation, group, or other entity or any officer, director, member (managing or otherwise), stockholder, agent, or partner of said firm, company, limited liability company, partnership, association, society, corporation, group or other entity.

#### **SECTION 2:**

(A) No official or agent of the Town of Wolcott, or any member of any board, office, department, commission or agency thereof shall issue a certificate of occupancy, zoning, building, inland wetlands, driveway or any other permit for the use of or improvements to real property to any owner thereof or other applicant from whom any delinquent amounts are owed to the Town of Wolcott or for any real property for which any delinquent amounts are owed to the Town, except as provided in Section 4 below.

(B) At the time any such application for a certificate or permit is filed, the applicant shall submit to the appropriate Town Official having authority to issue such certificate or permit, sufficient written evidence from the Wolcott Tax Collector that there are no delinquent amounts due to the Town from the owner of the real property for which said application is made and from the applicant if other than the owner.

(C) This section shall not be deemed to apply to those applications for permits which involve repair or construction work ordered by a public agency or for emergency work to be performed for public health and/or safety concerns, nor shall it apply to those applicants who are making improvements to their real property with loans or grants received under any State and/or Federal rehabilitation programs.

### **SECTION 3:**

No payment shall be made by the Treasurer of the Town of Wolcott or by any other Town Official, department head, employee, board, commission or agency to any person who has sold goods or provided services to the Town or to any board, office, department, commission or agency thereof, if, at the time said payment is due, it is determined that said person owes delinquent amounts to the Town, provided that no such payment to be withheld shall exceed the delinquent amounts owed at the time of the withholding. Any such sums withheld pursuant to this section shall be paid to the Tax Collector and applied against the outstanding delinquent amounts owed by such person, first to any outstanding interest, fees and charges and then to the outstanding principal balance. This section shall not apply to the payment of wages to employees of the Town of Wolcott, or any board, office, department, commission, or agency thereof.

### **SECTION 4:**

(A) Notwithstanding anything provided hereinbefore to the contrary, no certificate or permit under Section 2 hereof shall be withheld if the person owing said delinquent amounts has entered into a written agreement with the Town of Wolcott, by and through the Wolcott Tax Collector, which shall provide for an immediate payment to the Town of all outstanding interest, fees and charges included in said delinquent amounts and at least one half of the principal balance owed, and a payment plan requiring the balance of said delinquent amounts to be paid in equal monthly installments over a period of no greater than twenty-four months from the date of said agreement. In the event any person owing delinquent amounts is unable to enter into such agreement with the Tax Collector as a result of severe financial hardship, such person may propose to said Tax Collector an alternate method for paying said delinquent amounts which, if acceptable to the Tax Collector, shall be subject to the approval of the Town Council. In either event, interest shall continue to accrue on said delinquent amounts at the rate allowed by law. Any such payment agreement shall be in addition to, and not in lieu of, any and all other collection methods and remedies available to the Tax Collector as allowed by law.

(B) In the event any person enters into a written agreement with the Tax Collector as provided hereinbefore, or proposes an alternate method of paying said delinquent amounts which proposal is acceptable to the Tax Collector and approved by the Town Council, proof of any such agreement or approval shall be delivered to the appropriate Town Official having authority to issue such certificate or permit prior to the issuance of such certificate or permit.

(C) The exception provided in paragraph (A) of this section and any agreement entered into pursuant thereto shall be for the sole purpose of allowing a person owing delinquent amounts to obtain a certificate or permit and shall not in any way constitute, or to be construed to constitute, an agreement by the Town of Wolcott or the Tax Collector to forebear the collection of said delinquent amounts during the period of the approved monthly payment plan. The Tax Collector shall continue to have the right to exercise all powers allowed by law to collect said delinquent amounts sooner than set forth in said agreement and at no time shall the Town be required to stay or forestall any other collection methods or remedies during such period.

### **SECTION 5:**

If the "Person" as defined in Section 1 (b) owes any money to the Town of Wolcott, said person shall be deemed ineligible to bid any municipal project until such time as payment is made or arrangements are made in accordance with Section 4 (C) supra.

**SECTION 6:**

The Treasurer and Tax Collector of the Town of Wolcott shall coordinate their activities so that the purpose and intent of this ordinance may be carried out. All other officials, department heads and employees of the Town shall coordinate their activities with those of the Tax Collector and Treasurer in a like manner.

**SECTION 7:**

Any person entering into any contract with the Town of Wolcott or doing business with the Town shall be deemed to have expressly consented and agreed to the terms of Section 3 of this ordinance which terms shall become an integral part of the contract or agreement between such person and the Town, even if not specifically set forth in said contract or agreement.

**SECTION 8:**

All invitations to bid extended to prospective bidders in the award of municipal contracts subject to the public bidding procedure provided in Section 707 (c) of the Town of Wolcott Charter shall include a reference to this ordinance provided, however, that the failure of any invitation to bid to include such reference shall in no way affect the validity of the invitation or the applicability of this ordinance.

**SECTION 9:**

If any provision of this ordinance is declared invalid, the remaining provisions hereof shall continue in full force and effect.

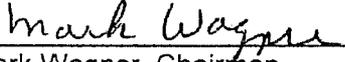
**SECTION 10:**

The ordinance entitled "Ordinance Concerning Delinquent Taxes and Denial of Permits, Town Contracts, and Vendor Payments", (#77), which was enacted by the Town Council on April 16, 1996 is hereby repealed on the effective date of this ordinance (#92).

**This ordinance was approved at a Regular Meeting by the Wolcott Town Council on September 2, 2008 and becomes effective on September 26, 2008.**

  
Thomas G. Dunn, Mayor  
Town of Wolcott

9-3-08  
Date

  
Mark Wagner, Chairman  
Wolcott Town Council

9-2-08  
Date

**CERTIFICATION**

I, Dolores C. Slater, Town Clerk for the Town of Wolcott, do hereby certify that the above is a true and correct copy of Ordinance #92 adopted by the Town Council at its regular meeting on September 2, 2008 in which a quorum was present and acting throughout and that the ordinance has not been modified, rescinded, or revoked and is at present in full force and effect.

Dolores C Slater  
Dolores C. Slater, Town Clerk

9-3-2008  
Date

**Public Hearing Date: September 2, 2008**

**Approved by Town Council: September 2, 2008**

**Date Published: September 5, 2008**

**Effective Date: September 26, 2008**  
(21 days after publication)

(SEAL)