



Town of Wethersfield

505 SILAS DEANE HIGHWAY
WETHERSFIELD, CONNECTICUT 06109

MICHAEL J. O'NEIL
FINANCE DIRECTOR

REQUEST FOR PROPOSALS

#2020-04

ELDERLY/DISABLED TRANSPORTATION SERVICES (DIAL-A-RIDE & THERAPEUTIC RECREATION)

The Town of Wethersfield will be accepting proposals for **ELDERLY/DISABLED TRANSPORTATION SERVICES** at the following location:

Finance Office, Second Floor
Wethersfield Town Hall
505 Silas Deane Highway
Wethersfield, Connecticut 06109

Proposal specification packages may be downloaded at www.wethersfieldct.gov under the Departments/ Finance/Open Bids link, on or after January 13, 2020.

Sealed proposals must be *submitted as two hard copies, and one electronic copy* on designated forms and in designated envelopes clearly marked with the title and opening date. Proposals will be received by the Town of Wethersfield, Finance Department, 2nd Floor, Wethersfield Town Hall, 505 Silas Deane Highway, Wethersfield, CT 06109, **until 2:00 p.m. on February 7, 2020**, at which time they will be publicly opened and read aloud. Proposals received after the date and time specified will not be accepted.

The Town of Wethersfield, after review of all factors, including the terms and conditions, qualifications and price, reserves the right to accept or reject any and all proposals, or any part thereof, or waive defects in the same, or accept any proposal or combination of proposals deemed to be in the best interest of the Owner. All documents must be completely filled out when submitted. Proposals must be firm for a period of 90 days following the opening date. Proposal withdrawal may be made only with the consent of the Town of Wethersfield.

Michael O'Neil
Finance Director
Town of Wethersfield

**TOWN OF WETHERSFIELD
REQUEST FOR PROPOSAL**

**ELDERLY/DISABLED TRANSPORTATION SERVICES
(DIAL-A-RIDE & THERAPEUTIC RECREATION)**

The Town of Wethersfield invites proposals from qualified entities desiring to provide elderly/disabled transportation services.

Proposals will be received **until 2:00 p.m. February 7, 2020** in the Finance Office, Town Hall, 505 Silas Deane Highway, Wethersfield, CT 06109.

A. SCOPE OF SERVICES:

This proposal is for a one-year contract with the option to renew for two additional one-year terms upon the mutual agreement of all parties, beginning at a time to be negotiated between the Town of Wethersfield and the provider.

This contract and service will not commence until July 1, 2020.

1. BASIC PROGRAM: Respondents are requested to provide proposal information for up to 12,000 trips (one way) annually with approximately 1,000 trips (one way) per month according to the Dial-A-Ride guidelines as described in this document.

2. EXTENDED SERVICE: The Towns of Wethersfield, Newington and Rocky Hill are currently recipients of a State Department of Transportation Dial-A-Ride Expansion Grant that provides additional funds for extended service. Respondents are asked to provide proposals on the extended service, in addition to but separate from the basic program. The extended service provides medical appointment transportation to the following towns for registered Dial-A-Ride users from the three towns: East Hartford, West Hartford, Bloomfield, Farmington and New Britain. The service is available Monday through Friday, 8:00 a.m. to 5:00 p.m.

Approximately \$84,000 may be available to provide this service if the towns receive the grant for fiscal year 2020-21. No grant award has been made at this time. The extended service is as an addition to the basic service provided individually by Wethersfield, Newington and Rocky Hill.

Proposal package is to include information providing an estimate of the number of trips that can be offered for this \$84,000 amount which will be divided proportionally among the three Towns based on their grant award.

3. THERAPEUTIC RECREATION TRIPS: The Town of Wethersfield currently offers transportation for its Therapeutic Recreation program trips. Guidelines for this transportation are described in this document. Respondents are requested to provide proposals on the therapeutic recreation trips cost per hour, in addition to but separate from the basic program and the extended service.

B. PROVISIONS OF BASIC AND EXTENDED PROGRAMS:

1. Eligibility Criteria

Any resident of Wethersfield who is 60 years of age or older is eligible to use the Dial-A-Ride service. The service is also available to any adult resident (18 or older) who has a permanent disability. Service must accommodate clients with wheelchairs and other assistive devices.

2. Service Area

Basic Service - towns of Wethersfield, Rocky Hill, Hartford, Newington and Glastonbury (medical only).
Extended Service - towns of East Hartford, West Hartford, Bloomfield, Farmington and New Britain.

3. Days and Hours of Service

a. Hours of operation will be Monday thru Friday 8:00 a.m. to 5:00 p.m.

b. Basic Service

- a. Medical Trips – Monday – Friday in basic service area.
- b. Scheduled group grocery trips to local stores, Tuesday –Friday. One trip per day.
- c. Trip to Senior Café (nutritional lunch program) at Community Center – Monday –Friday
- d. Non-Medical Trips in Wethersfield – Monday – Friday
- e. Non-Medical Trips to Newington, Hartford & Rocky Hill – Tuesday & Thursdays
- f. First & Third Friday – one group trip to West Farms Mall
- g. There will be no service on weekends or evenings.

c. Extended Service –Medical trips only, Monday – Friday in extended service area

4. Holidays

There will be no service on the following holidays:

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Any other holidays requested by service provider must be discussed at beginning of contract for fiscal year.

5. Reservation

Reservations will be the responsibility of the service provider. Reservation service should be available at least 4 hours per day Monday thru Friday.

Reservations for medical appointments should be taken up to two weeks in advance to give priority to medical trips. All other reservations should be taken up to three days in advance. Reservations shall be made no less than 24 hours in advance.

6. Dispatch

Dispatch will be responsibility of the service provider.

7. Operating Procedures

Client registration will be handled by the Town of Wethersfield Social and Youth Services Department.

All trips will be booked as “round trips” with a departure time set at time of reservation and a number for clients to call when they are ready for return. One-way trips will be scheduled only if a rider clearly states their desire for such at the time the reservation is booked.

When a trip is booked for a specific time, the actual pick-up time may vary by 15 minutes before or 15 minutes after the reservation time (a 30 minute window). For example, if a trip is booked for 9:00 a.m., the driver may arrive between 8:45 a.m. and 9:15 a.m. The driver must wait for 5 minutes for a client. If the rider does not appear after 5 minutes, the rider will be considered a “no show”. The dispatcher will attempt to contact passengers on the telephone before directing the vehicle to leave. Return trips will be cancelled automatically for passengers if they fail to appear for their ride. Riders who are no shows are **not** guaranteed a ride that day if they contact the dispatcher.

8. Policy for No Shows and Cancellations

Riders will be expected to provide at least two hours' notice of trip cancellation. Cancellation with less than two hours' notice will be counted as a “no show.” Trips missed by a rider for reasons beyond his or her control shall not be considered when determining if a pattern of missed trips has occurred. In discussion with town staff a process may begin to suspend riding privileges if an individual misses or cancels 3 trips with less than 2 hours' notice (or any combination) within a 30 day period. Prior to suspending services,

town staff and the service provider will take the following steps:

- a. Notify the individual (in writing) that the service may be suspended, citing the specific instances of missed or cancelled trips.
- b. Provide the rider with the opportunity to explain the reasons for the excessive no shows or cancellations.
- c. If town staff and the service provider consider the reasons for the no-shows or cancellations insufficient, the rider will be notified in writing, of the suspension.
- d. The initial suspension shall be for a time not exceeding 30 days and may be shorter subject to staff discretion and the rider's ability to confirm that the practice will stop.
- e. Once service had been reinstated, if an additional 3 no-shows or excessive cancellations occur in a 30 day period, the same procedures will be followed. However, the second suspension period may be extended to 60 days. A third series of missed trips may result in a 180 day suspension and a fourth series may result in a 365 day suspension.

9. Fare Policy

The Town of Wethersfield will annually register each client and collect a \$78 registration fee. A sliding fee scale is used if the rider can document very low income and an inability to pay \$78. The service provider and its drivers will collect **no fees** from passengers; and drivers are **forbidden** to accept tips under any and all circumstances.

10. Driver Assistance

Transport service is provided from **door to door**. Drivers are expected to assist passengers in a safe and courteous manner from the building entrance into the vehicle and from the vehicle to the building entrance at the destination. **Drivers are not allowed under any circumstances to enter passengers' residences. In addition, drivers are not allowed to lift passengers or mobility devices up or down stairways. Passengers must make arrangements for assistance in these cases.** For clients who, during transport, require what the service provider feels is excessive assistance and/or constant medical attention pertaining to that rider's disability, the service provider reserves the right to require that rider to be accompanied by a responsible adult who will act as a Personal Care Attendant for that rider. There is no additional charge to the rider for an escort.

11. Seat Belts

Passengers are required to wear seat belts at all times when on the service provider's vehicles. Passengers who refuse to wear seat belts will not be allowed to ride.

12. Animals/Pets

Service animals (such as guide dogs) will be permitted on the vehicle. Other animals are permitted on board the vehicle as long as the animal is in a standard, lap size, pet carrier container. Drivers are not to load or unload this container onto or off the vehicle.

13. Children (General)

Children 12 years and older may accompany a registered rider, but the rider is expected to notify the reservations agent if a child will accompany them. Children younger than 12 or infants in car seats are not permitted.

14. Shopping Bags/Carry Ons

Passenger will be limited to **no more than 3** grocery or carry-on bags. Bag size is limited to 25 lbs. or 17" X 12". Drivers **will** assist with loading and unloading packages.

15. Service Complaints

The service provider is expected to have a procedure for investigating and addressing service complaints. The Town of Wethersfield reserves the right to review these records at any time.

16. Statistical Reporting

The Town of Wethersfield will expect a **monthly** report from the service provider with the following statistics:

- Number of trips (one way)
- Number of unduplicated riders
- Number of trips per person (unduplicated)
- Number of cancellations
- Number of no-shows
- Summary of trip purposes (medical, community center, shopping, etc.)
- Summary of trip destinations by town
- Number of denied rides (if any)
- Report of “on-time” performance (percent of rides provided within the 30 minute window)
- Number of hours
- Number of miles

In addition, the Town of Wethersfield requires that specific inquiries about service use will be provided as requested, (e.g., the number of medical trips to Hartford in a specified time period, or the number of riders on Tuesday and Thursday mornings in a specified time period).

17. Vehicle Requirements

Fleet Vehicles shall meet the requirements of the Connecticut Department of Motor Vehicles for inspection, maintenance and repair. Maintenance and inspection records shall be available for review upon request. Vehicles must be road worthy and safe for all passengers at all times. Wheelchair lifts must be working appropriately with drivers having the training to operate the lift.

C. PROVISIONS OF THERAPEUTIC RECREATION TRIPS:

Adult Program:

1. Program runs annually for persons with disabilities, with approximately three trips per month; one per week.
2. Trips may be held Monday – Friday
3. Program would need transportation accommodations for 1 – 3 buses per trip.
4. Time frame varies so that there may be a morning, afternoon, or evening trip.
5. Time frame usually does not extend beyond 8:00 a.m. – 10:30 p.m.
6. Average trip is 3.5-5.0 hours long, but may run as long as 9.0 hours.
7. Many trips are in Town or in surrounding towns. An average of one trip per month may extend beyond local borders, i.e. Norwich, Westbrook, or State borders such as Springfield, MA.
8. Trips may have more than one destination so that transportation may need to stay with the group throughout the trip.
9. Participants are picked up at their homes. Door-to-door service provided by driver.
10. Some participants will be using wheelchairs (manual or electric), walkers, scooters, and/or guide dogs.
11. Average of 5-15 participants attends each trip.
12. Prefer vehicles able to accommodate at least two wheelchairs and up to 8-10 riders.

Camp Sunrise:

1. Program runs during the summer season for approximately seven weeks, Monday-Friday.
2. Participants have special needs and may use assistive devices such as a wheelchair.
3. Typically, a bus is needed to transport 10-15 participants which may include wheelchair participants.
4. There are early-morning pick-ups from a centralized location, Pitkin Community Center, Wethersfield, to the summer program site in Glastonbury, CT by 9:00 a.m.
5. Afternoon pick-ups from the summer program site at 3:00 p.m. and drop-offs at a centralized location, Pitkin Community Center, Wethersfield.

Summer Program:

1. Special transportation may be needed for 1-2 participants who attend the summer camp program.
2. Buses would need to be accessible for wheelchairs and provide accommodations for participants' aides.
3. These special trips lasting 2-4 hours each may occur 2-4 times during the summer camp season.

D. GENERAL REQUIREMENTS:

1. Insurance and Indemnification

The contractor shall procure and maintain insurance at its own expense. See Appendix I for a detailed explanation of the Town's Insurance and Indemnification requirements.

Note: Insurance Certificates in accordance with the requirements contained herein must be submitted to the Town prior to the signing of an agreement.

2. Local Bidder Preference

See Appendix II for Town Ordinance and Appendix III for Local Bidder Affidavit Form.

3. Equal Opportunity - Affirmative Action

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. Each contractor 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 bidders must fill out the "Fair Employment Practices for Qualifications of Bidders" form that follows. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

4. Changes and/or Additions

All changes or additions to these specifications shall be done only by a written change order with the signature of the Purchasing Agent or his designee.

5. Non-Collusive Affidavit

Each proposer shall complete the required Non-Collusive Affidavit which is included as part of these specifications.

6. Questions Relating to Specifications

Any request from prospective proposers for interpretation of meaning of specifications or other contract documents shall be made in writing to Town of Wethersfield Purchasing Agent Miguel Robles by email to miguel.robles@wethersfieldct.gov. To be given consideration, inquiries must be received at least seven (7) days prior to date fixed for opening of proposals. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of contract. Not later than four (4) days prior to date fixed for opening of proposals, Addenda will be sent to all persons who obtained Contract Documents. Failure of any bidder to receive any such Addenda shall not relieve bidder from any obligation under his proposal as submitted.

7. Driver Requirements

All drivers are required to have valid State of Connecticut CDL and Public Services Drivers Licenses. Drivers must be trained to communicate with and assist seniors and must be trained to safely secure all passengers in seatbelts (including those who do not transfer from a wheelchair or other assistive device). Drivers must also be trained to deal with clients who use service animals such as Seeing Eye dogs, and with the needs of blind and deaf clients.

8. Severability

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portion of this bid shall remain in full force and effect.

9. Termination

The Town may terminate the contract resulting from these specifications at any time for cause, default or negligence on the part of the contractor, or if the contractor fails, in the opinion of the Town, to meet the general terms of the contract or to provide a level of service that is deemed to be in the best interest of the Town. The Town reserves the right to cancel the contract at any time without cause with 30 days' notice.

10. Assignment of Contract

The Contractor shall not sublet, transfer, assign or otherwise dispose of contract or any portion thereon or of his right, title or interest therein, of his obligation thereunder, without the written consent of the Town of Wethersfield.

11. Drug/Alcohol Testing Program

The successful vendor must have a Drug/Alcohol Testing program in place. By Federal regulation, the Town is not permitted to use vendors providing the above services, unless they are in compliance with the regulations regarding substances and alcohol testing.

12. No Bid Response

It would be appreciated for those who have obtained a proposal package and have not submitted a proposal to complete and return the NO BID RESPONSE form to the attention of Miguel Robles, Finance Department either through email, mail, or fax. The appropriate contact information is included on the attached form. The Town of Wethersfield has initiated this effort to develop a better understanding of the possible limitations that our packages may impose on those trying to submit a proposal and to allow us to determine if changes need to be made.

E. PROPOSAL SUBMISSION REQUIREMENTS:

Two original hard copies and one electronic proposal (Proposal Submission Form C-1 may be used) must be submitted **no later than 2:00 p.m. February 7, 2020** to the following address:

The Town of Wethersfield
Finance Department
505 Silas Deane Highway
Wethersfield, CT 06109

1. The envelope or courier package must be sealed and clearly marked with the words "PROPOSAL FOR ELDERLY/DISABLED TRANSPORTATION SERVICE - DUE FEBRUARY 7, 2020 by 2:00 p.m." The proposal must be mailed or hand-delivered in time to be received no later than the designated opening date and time. Late responses are not accepted under any circumstances. Faxed or email responses are not accepted. Please allow sufficient time if mailing your proposal.
2. If relevant, provide sample documents required by your company for the execution of a contract resulting from award of this proposal. Such sample documents must not include governing law statements for states or commonwealths other than Connecticut. Any resultant contract award shall incorporate the RFP as well as the awarded vendor's response. Please note that all proposals should include any applicable warranties of service, and should also include proposed language for termination procedures. Termination procedures shall include the following statement: "the Town reserves the right to cancel the agreement without cause, with thirty days written notice".
3. A vendor, if requested, must be prepared to present evidence of experience, ability, and service facilities

necessary to satisfactorily meet the requirements set forth or implied in the proposal. Vendor shall bear costs associated with vendor's response to this request for proposals including the costs of any presentation and/or demonstrations (if applicable).

F. ADDITIONAL INFORMATION

1. Execution of Contract

An agreement and method of compensation will be negotiated with the selected consultant within ninety consecutive calendar days from receipt of notification of award.

2. General Conditions

- a. Any and all data collected by the contractor shall remain the sole property of the Town of Wethersfield. Any information or material, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the Town unless stated otherwise in the RFP or contract.
- b. Any contract awarded as the result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
- c. All proposals in response to this RFP are to be the sole property of the Town, and subject to the provisions of Section 1-210 of the Connecticut General Statutes regarding Freedom of Information. Please note that if client information is included with your proposal that must remain confidential, such material must be clearly marked as confidential.
- d. The Town reserves the right, for any reason or for no reason, to reject any Proposal, to negotiate with any or all Proposers, to waive any informalities, irregularities or omissions in any Proposal received or to afford any Proposer 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.
- e. Any alleged oral agreement or arrangement made by a firm with any department, committee, or employee will be superseded by the written agreement.

PROPOSAL SUBMISSION
WETHERSFIELD ELDERLY/DISABLED TRANSPORTATION SERVICES

Opening: 2:00 p.m., February 7, 2020

Finance Office
Wethersfield Town Hall
505 Silas Deane Highway
Wethersfield, Connecticut 06109

In accordance with the Town's Specifications, the undersigned agrees to supply the following services:

Basic Dial-A-Ride service at \$ _____ per trip x 12,000 trips = \$ _____

Alternate #1: Number of rides for Extended Service _____

Alternate #2: Therapeutic Recreation Trips at \$ _____ per hour

Signature

Witness

Printed Name & Title of Signer

Date

Company Name

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
D ADVERTISING ALL POSITIONS WITH THE EQUAL OPPORTUNITY
CLAUSE, MAKING SPECIAL EFFORTS TO RECRUIT MINORITY AND FEMALE JOB
APPLICANTS AND REVIEWING JOB-TESTING PROCESURES TO ENSURE THAT NO
DISCRIMINATORY BIASES EXIST.

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

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

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 _____, 20____.

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 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. 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.

- 2. 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.

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

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

- 4. 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.
5. 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.
6. 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/RFO: _____

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: Purchasing Office
505 Silas Deane Highway
Wethersfield, CT 06109
Fax: 860 721-2997
E-mail: miguel.robles@wethersfieldct.gov