

**REQUEST FOR PROPOSALS**  
**SMALL CITIES COMMUNITY DEVELOPMENT PROGRAM APPLICATION**  
**AND ADMINISTRATIVE SERVICES**  
**TOWN OF WETHERSFIELD, CONNECTICUT 06109**

**1. Intent**

The Town of Wethersfield requests proposals from qualified firms or individuals for professional or technical services required to prepare Small Cities Community Development Program Application to continue the Town's Housing Rehabilitation Revolving Loan Fund Program and provide administrative and technical support to implement activities, if approved.

**2. Opening**

Proposals will be accepted in the Finance Office, **until 2:00 p.m., November 18, 2011.**

**3. Scope of Work**

The selected firm will be responsible for all phases of general program administration and compliance, under the Town's direct supervision for approved projects, excluding funds disbursement, which will include such specific project administrative activities as Section 3, Fair housing and Equal Opportunity, State of Connecticut prevailing wage laws and Davis-Bacon compliance, housing rehabilitation design and delivery. **Any Pre-Application development and submissions and citizen Participation activities necessary for specific application submissions must be included in the proposal.**

Specific architectural and engineering services required for project activities are not being requested as part of the proposal.

**4. Proposal Content**

Each proposal should include the following information:

- A. proposed scope of work and project approach;
- B. detailed information of the firm's background and experience, Small Cities Program experience is required;
- C. key staff assigned with resumes;
- D. proposed fee approach including a list of per diem rates by job category and,
- E. each firm **must provide certification of insurance** in the types and amounts specified by DECD Bulletin #94-003 within ten days of selection by the Town.

**5. References and Expertise**

- In order to provide the requested services, the firm must possess expertise in the CDBG/Small Cities grant preparation and Administration of a Housing Rehabilitation Revolving Loan Fund.
- Proposals must state what the firm is prepared to offer. Proposals shall include firm resume and a list of prior clients for whom the firm has provided **a similar** service.

**6. Equal Opportunity - Affirmative Action**

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. 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 that follows.** Findings of non-compliance with applicable State and Federal regulations could be sufficient reason for revocation or cancellation of this contract.

#### **7. Authority to Bind Respondent**

The respondent's proposal is to identify the individual(s) having authority to contractually bind the respondent. It is also to name the person to be contacted both during the period of evaluation of proposals and for a prompt contract administration upon award of contract. This information is to include name, title, address, and telephone number.

#### **8. Additional Information Contact**

Additional information is available by contacting the Town Manager's Office at (860) 721-2801, between the hours of 8:00 am - 4:30pm, Monday thru Friday.

#### **9. Contract**

The successful firm shall enter into a written contract agreement with the Town within ten (10) days after notice of award.

#### **10. Termination**

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the date of termination, then this contract may be extended upon written approval by the Town until said work or services are completed and accepted.

##### **A. Termination for Convenience**

In the event that the contract is terminated or cancelled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice then the Town shall negotiate reasonable termination costs, if applicable.

##### **B. Termination for Cause**

Termination by the Town for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

#### **11. Addenda**

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

## **12. Preparation and Submittal of Proposals**

- A. All proposals shall be signed in ink by the firm's duly authorized principal.
- 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 Purchasing Office prior to the time and date fixed for opening of proposals.
- D. Proposals or unsolicited amendments to proposals received by the Wethersfield Purchasing Office after the acceptance deadline will not be considered.
- E. Proposal may be withdrawn on written request from the firm addressed to the Wethersfield Purchasing 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.
- G. **One (1) original and five (5) copies of the proposal must be submitted to the Finance Office at the Wethersfield Town Hall, 505 Silas Deane Highway, Wethersfield, CT 06109 no later than 2:00 p.m. on November 18, 2011.**

The **original** proposal shall be placed in one sealed envelope, bearing the name and address of the respondent and clearly marked with the words "RFP: SMALL CITIES ADMINISTRATION" as well as the opening date and time. The **five copies** shall be placed together in one separate sealed envelope or box, bearing the name and address of the respondent and clearly marked with the words "RFP: SMALL CITIES ADMINISTRATION" as well as the opening date and time.

## **13. Miscellaneous**

- 1. Firms may be required to make one or two follow-up oral presentations.
- 2. The contents of the proposal submitted by the selected firm and this RFP will become a part of any contract award.

## **14. Subcontracting**

The firm who is selected will be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the Town.

## **15. Criteria for Evaluating Proposals**

### A. Initial Evaluation:

- 40% - Firm's background and professional expertise, including previous experience of personnel to be assigned to this project and their competency.
- 30% - Firm's availability and flexibility to begin the project in a timely way.
- 30% - Proposed Fee

When the firms have received a substantially equal ranking the proposed fee will be the determining factor.

## **16. Award**

The Town reserves the right, for any reason or for no reason, to reject any or all Proposals. In acceptance of Proposals, the Town will be guided by consideration of the interest of the Town. The Town also reserves the right to negotiate further with one or more of the Firms as to any features of their Proposals, to accept modification of the work and price, to waive any informalities, irregularities or omissions in any Proposals received or to afford any Firm 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. When the firms have received a substantially equal ranking the fee will be the determining factor.

## **17. Local Bidder Preference**

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

## **18. Non-collusive Affidavit of Proposer**

See attached required Non-collusive Affidavit of Proposer form.

## **19. No Bid Response**

Those who have obtained a proposal package and have not submitted a proposal are asked to complete and return the NO BID RESPONSE form to the attention of Tammy Ohanesian, 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.

REQUEST FOR PROPOSALS  
TOWN OF WETHERSFIELD, CONNECTICUT 06109

SMALL CITIES COMMUNITY DEVELOPMENT PROGRAM  
APPLICATION AND ADMINISTRATIVE SERVICES

**Opening: November 18, 2011 at 2:00 p.m.**

Finance Office – 2<sup>nd</sup> floor  
Wethersfield Town Hall  
505 Silas Deane Highway  
Wethersfield, CT 06109

In accordance with the Town's Request for Proposals, the undersigned agrees to provide:

Small Cities Community Development Program Application and Administrative Services

1. Cost proposal: \$ \_\_\_\_\_

2. Any detail of services (list each separately where necessary) \$ \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Town/City                  State                  Zip

\_\_\_\_\_  
Email 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 PROCESURES 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**

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 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 Indemnites, the Town may undertake to protect and defend such Indemnites 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 Council, 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 \_\_\_\_\_

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: [tammy.ohanesian@wethersfieldct.com](mailto:tammy.ohanesian@wethersfieldct.com)

Thank you for your response.