

**REQUEST FOR QUALIFICATIONS
LANDSCAPE ARCHITECTURE SERVICES
FOR THE FRANK WESTON ROSE GARDEN & WETHERSFIELD TOWN HALL
TOWN OF WETHERSFIELD, CONNECTICUT 06109**

1. Intent

The Town of Wethersfield requests proposals from qualified firms or individuals for professional landscape architecture services to design a Master Plan for the renovation of the Frank Weston Rose Garden located at the Wethersfield Town Hall as well as a landscaping plan for the Town Hall property which complements the Rose Garden. Currently, improvements are under construction at the front of the Town Hall building on the Silas Deane Highway on the east side of the building. The Town Hall is located at 505 Silas Deane Highway, Wethersfield, CT. 06109. The Frank Weston Rose Garden is located at the south end of the Town Hall building and is approximately 65' by 100'.

2. Background Information

The Town of Wethersfield is looking to renovate the Frank Weston Rose Garden, including upgrading the low level lighting and repairing the brickwork and patios. Many of the rose plants and beds are in good health and will remain. An irrigation system is in operation and will need to be evaluated as part of the renovation process. The Wethersfield Men's Garden Club has been maintaining the Frank Weston Rose Garden for the Town of Wethersfield and they have made conceptual recommendations to the Town for improvements to the Rose Garden. The selected firm or individual will be working with Town staff and representatives from the Men's Garden Club on this project. The Town has chosen to have a Master plan developed for the renovation of the Rose Garden and a landscaping plan for the Town Hall property on the north, south and west side of the building and parking lot to complement the rose garden. The east side of the building, adjacent to the Silas Deane Highway, is under renovation, will not be part of this proposal, but should be considered and integrated into the new plan for the rest of the building. Two plans are attached that provide information on the Wethersfield Town Hall property. One depicts the new construction on the east side of the building (Silas Deane Highway Streetscape Improvements) and the other provides an overview of the Town Hall and Library parking lot and some adjacent Town Hall property (Town Hall and Library Parking Lot).

3. Proposals

Proposals will be accepted in the Finance Office, until 2:00 p.m., November 17, 2011.

4. Scope of Work

The selected firm will be responsible for a Master Plan for the renovation of the Frank Weston Rose Garden and a landscaping plan for Town property surrounding the Town Hall and parking lot that will complement the rose garden. The Wethersfield Men's Garden Club has made conceptual suggestions to the Town for improvements to the Rose Garden. Their suggestions are incorporated in the list below and will be considered and evaluated as part of the design process.

A. Infrastructure

1. Review/replace existing lighting, replacing any needed new components with low voltage material in Rose Garden
2. Evaluate existing brickwork (Rose Garden) – may need to be reset
3. Evaluate and redesign as needed the existing irrigation system
4. Evaluate existing rose trellis and consider possibility of removal (Rose Garden)
5. Evaluate existing trees if removal is necessary due to shade issues
6. Evaluate existing walkways and paths for ADA compliance

B. Enhancements

1. Plant additional material to hide the existing green electric box, use native plants wherever possible (Rose Garden)
2. Plant additional material on the ground abutting the library
3. Create signage directing public to the garden
4. Investigate placement of a rock garden area (Rose Garden)
5. Discuss more plantings of mixed evergreens on the slope facing the Silas Deane Middle School
6. Discuss inclusion of a water feature in the rose garden, for example: rill (stream) and pond on the hillside facing library with a water fountain below new pond
7. Provide suggestions for landscaping around Town Hall property, design for low maintenance

C. Final Master Plan for Rose Garden and landscaping plan for Town Hall property

1. Final Master Plan & landscaping plan furnished in presentation paper style and electronic version
2. Construction cost estimate
3. Attend 2 meetings with staff and Men's Garden Club representatives to incorporate their input and review plan
4. Plans to be property of Town and may be used in whole or in part for future projects.

5. 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, resume and experience
- C. Similar projects
- D. Key staff assigned with resumes
- E. Hourly Rate Schedule for staff assigned to project

6. References

Proposals shall include at least 3 recent references within 3 years on similar projects with name, telephone number and address with a description of the project.

7. Insurance

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

8. 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.

9. 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.

10. Additional Information Contact

Additional information is available by contacting Ms. Kathy Bagley, Parks and Recreation Director at (860) 721-2890 between the hours of Monday thru Friday, 8:00 am - 4:30 pm.

11. Contract

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

12. 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.

13. 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.

14. Miscellaneous

- A. Firms may be required to make one oral presentation.
- B. The contents of the proposal submitted by the selected firm and this RFQ will become a part of any contract award.

15. 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.

16. Criteria for Evaluating Proposals

- A. Initial Evaluation:
 - 1. Firm's background and professional expertise, including previous experience of personnel to be assigned to this project and their competency.
 - 2. Firm's availability and flexibility to begin the project in a timely way.
- B. A short list of qualified firms will be established based on each firm's submittal. Selected firms will be invited to an interview to present their conceptual approach to the project. The Town will select one firm to negotiate a final scope of services, a schedule and fee for all services.

17. 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.

18. Non-Collusive Affidavit of Proposer

See attached required Non-collusive Affidavit of Proposer form.

19. Addendum

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this request, revisions in the form of an addendum will be provided to all prospective firms who have acknowledged receipt of or requested this RFQ.

20. Proposal Submissions

Three copies of the proposal must be submitted to the Finance Office at Town Hall, 505 Silas Deane Highway, Wethersfield, CT 06109 no later than 2:00 p.m. on November 17, 2011. **All proposals must be clearly marked with the name of the proposal and the opening date and time.**

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 PROCECURES TO ENSURE THAT NO
DISCRIMINATORY BIASES EXIST.

SECTION PLEASE FILL OUT THE DATA REQUESTED IN THE FOLLOWING TABLE FOR ALL
E FULL-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 _____, 200____.

Notary Public
My Commission Expires

APPENDIX I

TOWN OF WETHERSFIELD

INSURANCE AND INDEMNITY REQUIREMENTS

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

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

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

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

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

The Contractor agrees that, to the fullest extent permitted by law, it shall hold harmless and indemnify the Town and all of its officers, agents and employees (hereinafter collectively called the "Indemnitees") and shall defend and protect the Indemnitees from and against any and all loss, cost, liability, claim, damage and expense including, without limitation, reasonable attorney's fees and expenses, incurred in connection with or arising from or alleged to have occurred in connection with or arisen from (1) any injury, illness or death to any person or damage to any person or property occurring with respect to, in connection with or as a result of and to the extent caused by the negligent acts or omissions of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, and (11) any litigation, whether material or immaterial, with respect to any negligent act or omission of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, or with respect to or in connection with Contractor's performance or non-performance of its obligations under this agreement. As used above, the Contractor's duty to "defend and protect" shall be by counsel reasonably acceptable to the Town and "attorneys fees and expenses" shall include both reasonable attorney's and paralegals' fees and expenses. In case any action or proceeding be brought against any of the Indemnitees by reason of any such claim or liability, the Contractor, upon

notice from the Town, shall protect and defend at the Contractor's sole expense such action or proceeding by counsel reasonably satisfactorily to the Town and the Town agrees to cooperate in such defense. The Contractor will pay any judgments entered against the Indemnitees or any of them after exhaustion of all appeals thereof as the Contractor shall reasonably determine to undertake. The Contractor will also pay all amounts payable in settlement or compromise of any such action or proceeding, and the Town agrees not to settle any such action or proceeding without the Contractor's consent, which will not be unreasonably withheld. In the event the Contractor shall fail to protect and defend any of the Indemnitees, the Town may undertake to protect and defend such Indemnitees and the Contractor shall pay to the Town, upon demand, all reasonable costs and expenses incurred by the Town in connection therewith, including, without limitation, all reasonable attorneys fees and expenses.

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

- a. Worker's Compensation with minimum statutory limits on Employer's Liability Part B and Occupational Disease. Workers Compensation shall include waiver of subrogation in favor of the Town and alternate employer endorsement.
- b. General Liability Insurance on an occurrence basis with minimum limits of:

\$1,000,000 Bodily Injury Per Occurrence

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

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

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

- c. Auto Liability Insurance with minimum limits of:

\$1,000,000 Bodily Injury

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

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

3. On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the

underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

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

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

4. Professional Liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town 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.

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 _____

Email address _____

Your name _____ Date _____

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

Town of Wethersfield
Attn: Purchasing Office
505 Silas Deane Highway
Wethersfield, CT 06109
Fax: 860 721-2997
E-mail: tammy.ohanesian@wethersfieldct.com

Thank you for your response.