

**REQUEST FOR QUALIFICATIONS
FOR
OWNER'S REPRESENTATIVE FOR PERFORMANCE CONTRACTING
For all Town of Wethersfield Buildings - Town and School**

An RFQ package with complete description is available at www.wethersfieldct.com , or from the Wethersfield Town Hall, Finance Department, 505 Silas Deane Highway, Wethersfield, CT

All proposals must be received by 4:30 P.M. EDT, November 30, 2011

Responses shall be submitted to:

Susan Smith, Director of Finance
Town of Wethersfield
505 Silas Deane Highway
Wethersfield, CT 06109

REQUEST FOR QUALIFICATIONS

OWNER'S REPRESENTATIVE FOR PERFORMANCE CONTRACTING

For all Town of Wethersfield Buildings - Town and School

1. OVERVIEW OF PROJECT

The Town of Wethersfield (the Town) is seeking a "Third Party Representative" (the Vendor) to assist the Town in the procurement, management, and implementation of Performance Contracts (PC) for multiple, municipal energy conservation projects.

The Town anticipates awarding a contract to the selected vendor for Phase I with an option to award an additional contract for Phase II if it is determined to be in the best interest of the Town.

Phase I Services

The selected Vendor will perform some or all of the following basic services:

- Assist the Town in the preparation of a Request for Proposal for an Energy Services Company (ESCO).
- Evaluate all Municipal facilities for performance contracting projects.
- Create a Scope of Work.
- Compile and organize existing utilities information and benchmarking analysis.
- Compile and organize related Municipal background information.
- Assist in the preparation of Energy Services Company (ESCO) Municipal tours.

The selected Vendor will also perform the following:

- ESCO RFP Advisement: Assist in creation and review of the ESCO RFP prior to publication.
- ESCO Evaluation: Participate in an advisory capacity in the evaluation of RFP responses, the preparation of ESCO selection committee, and the interview of the short-listed ESCOs.

Phase II Services

Upon completion of Phase I the Town may request the following services from the Vendor:

- Investment Grade Audit (IGA) Review: Assist in the negotiation of the IGA.
- IGA Review: Including baseline calculations, operating cost saving measures proposed by the ESCO and make recommendations.
- Contract Negotiations and Contract Review: Act in an advisory role in contract negotiations, review the draft contract and make recommendations.
- Measurement and Verification (M&V): Assist in securing Third Party M&V services. Assist in development of M&V protocol in conjunction with ESCO and third party M&V service to ensure each project meets its goals over the entire contract term.
- Additional ESCO-PC Assistance: Provide additional assistance in the design, contractual structure, implementation, and management of ESCO-PC, per requests from the Town.

MINIMUM QUALIFICATIONS

In order to be considered for selection by the Town, Vendors must:

- Demonstrate a working knowledge of the ESCO -PC process.
- Have a licensed CT P.E. on staff.

- Must have a minimum of five (5) years professional consulting experience in the development of energy performance contracts.
- Must have a minimum of three (3) year experience providing professional consulting in the design of energy service contracting, including but not limited to M&V, IGAs, Energy Surveys, etc.
- Must demonstrate a minimum level of fiscal and programmatic infrastructure available to meet all federal and state required regulations regarding cash management, fiscal/programmatic reporting and proper agency functioning.
- Guarantee that all employees of the firm have no financial or business interests in any Energy Service Company, subcontractor, or equipment vendor that would be potentially bidding on this project.
- Must describe ownership of firm including all principals and a description of any parent company and its business.

In order to fulfill these requirements, all responses should include the following:

1. Copies of the last audit of vendor performed by an outside CPA firm, showing no more than two (2) audit exceptions per audit and, if applicable, vendor's Dun and Bradstreet number.
2. A listing of key personnel, with descriptions of their roles and responsibilities, qualifications and experience within the vendor's operating structure.
3. Vendor must demonstrate its ability to work closely with the Town to help the Town refine its performance contracting process.
4. Vendor must include a statement that no conflict of interest issues would exist if contracted to perform these services while under contract for these services.

COMPANY BACKGROUND

PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information submitted shall include:

- Company ownership structure (sole proprietor, partnership, etc).
- Incorporated companies must identify the state in which the company is incorporated
 - the date of incorporation and
 - all officers, directors and shareholders (if not a publically traded company).
- Dun and Bradstreet number.
- Federal Tax Identification Number.
- Disclosure of any significant prior or ongoing contract failures (actual or alleged), contract breaches, any civil or criminal litigation or investigation currently pending which involves the Vendor or in which the Vendor has been judged guilty or liable.
- Location(s) of company offices and location of the office that will provide the services described in this RFQ.
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned for this contract.
- Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFQ.
- Company background/history and why vendor is qualified to provide the services described in this RFQ.
- Length of time vendor has been providing services described in this RFQ to the public and/or private sector. Please provide a brief description.
- Whether the vendor has ever been engaged under contract by any Town of Wethersfield agency. Please provide a brief description.
- A list of all proposed persons including subcontractors working on this project that are currently employed or have been employed by the Town of Wethersfield.
- Resumes of the key staff who will be responsible for performance of any contract resulting from this RFQ.

REFERENCES

Vendors must provide a minimum of three (3) references for similar projects preferably performed for, state and/or local government clients within the last three years. Please include:

- Client name
- Project description
- Project dates (starting and ending)
- Staff assigned to referenced engagement that will be designated for work per this RFQ.
- Client project manager name, telephone number, fax number and e-mail address.

SUBCONTRACTOR INFORMATION

Submissions to this RFQ must identify any potential subcontractors and include the following information:

- Outline the contractual relationship between the awarded vendor and each subcontractor.
- An official of each proposed subcontractor must sign a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor will perform services.
- Provide the same information and any requisite licensure for any proposed subcontractors as requested in the Primary Vendor Information section.
- References as specified above must be provided for any proposed subcontractors.
- The Town may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Responses should include a plan by which, at the Town's request, the Town will be notified of such payments.
- Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the Town.
- Primary vendor must notify the Town of the intended use of any subcontractors not identified within their response and receive Town approval prior to subcontractor commencing work.

PAYMENT

- Payment for services provided will be made within 30 days of receipt of a satisfactory invoice and the Town's approval.
- Payments shall be tied to specific milestones or deliverables.
- Invoices are to be submitted upon completion of contract milestones (if known, list); approval will be upon satisfactory completion as determined by the Town's designated representative.

ADDITIONAL INFORMATION SUBMITTAL INSTRUCTIONS

The Town will accept until November 15, 2011 at 4:30 p.m. questions regarding this RFQ, by mail to Town Manager's Office, 505 Silas Deane Highway, Wethersfield, CT 06109; by facsimile at 860-721-2994; or by e-mail to jeff.bridges@wethersfieldct.com. **All questions must be in writing and sent to Town Manager Jeff Bridges.** Please provide company name, address, phone number, fax number, e-mail address and contact person when submitting questions.

RFQ TIMELINE

<u>TASK</u>	<u>DATE/TIME</u>
Deadline for submitting questions	November 15, 2011 @ 4:30 p.m.
Answers to all questions submitted available by	November 22, 2011
Deadline for RFQ submission	November 30, 2011 @ 4:30 p.m.

These dates represent a tentative schedule of events. The Town reserves the right to modify these dates at any time, with appropriate notice to prospective vendors. The Town reserves the right to invite vendors in for

interviews. It is solely at the Town's discretion as to which qualifying vendors and how many are chosen to be interviewed.

RFQ SUBMISSION REQUIREMENTS

- Provide one (1) signed original, three (3) identical hard copies and one electronic version in PDF file format.
- Responses must be submitted to the Town in one sealed package bearing the name and address of the respondent, as well as the opening date and time, and clearly marked with the words “**RFQ FOR OWNER'S REPRESENTATIVE FOR PERFORMANCE CONTRACTING**”.
- Responses must be received at the address referenced below no later than date and time referenced above. Vendors may submit their responses any time prior to the deadline.
- Submissions that arrive after the time and date referenced above or are submitted to an office other than the one indicated below **WILL NOT BE ACCEPTED** by the Town.
- Responses shall be submitted to:

Susan Smith, Director of Finance
Town of Wethersfield
505 Silas Deane Highway
Wethersfield, CT 06109

- The Town will not be held responsible for envelopes mishandled as a result of it not being properly prepared. Responses may be modified by written notice provided such notice is received prior to the RFQ submission deadline.
- Responses are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
- Responses must be signed by an individual(s) legally authorized to bind the vendor.

NON-COLLUSION AFFIDAVIT

Each Vendor shall complete and submit the required Non-Collusion Affidavit which is included as part of these specifications.

EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

Each Vendor with ten (10) more employees shall complete the “FAIR EMPLOYMENT PRACTICES FOR QUALIFICATIONS OF BIDDERS” which is included as part of these specifications. Vendors with less than ten (10) employees should indicate this on the Certificate and return it with their RFP. A signature on the form certifies that the Vendor does not discriminate on the basis of race, color, sex national origin, age or disability, etc.

LOCAL BIDDER PREFERENCE/LOCAL BIDDER AFFIDAVIT FORM

See attached forms for Local Bidder Preference Ordinance (Appendix II) and for Local Bidder Affidavit (Appendix III).

NO BID RESPONSE

It would be appreciated that those who have obtained a proposal package and have not submitted a proposal 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.

EVALUATION AND AWARD PROCESS

- The evaluation of submissions will be performed by a committee consisting of members of the Town of Wethersfield Citizens Energy Conservation Advisory Committee, municipal staff designated by the Town Manager, or its designees.
- The committee shall select three (3) firms from the proposals submitted and rank those three firms in priority order based on qualification selection procedures. The Town shall then contact the first ranked vendor to request in writing a detailed fee proposal for Phase I services.
- The Town will attempt to negotiate a fair and equitable fee consistent with the project program and the professional services required for the specific project. In the event a fee cannot be agreed upon, the Town shall terminate the negotiations and shall repeat the notification and negotiation process with the next ranked vendor on the selection list. In the event a fee cannot be agreed upon with the second ranked vendor, the process will be repeated with the third ranked vendor. If a fee still cannot be agreed to, the Town shall review the history of negotiations and make appropriate determinations including program adjustments so as to lead a negotiated contract with one of the original three firms selected. Such renegotiation with the firms shall be carried out in the original selection order. The negotiation process will continue until a fee has been determined that is agreed to by the Town and the vendor.
- The Town reserves the right to reject any and all proposals, in whole or in part, and to waive technical defects, informalities, irregularities and omissions, and/or renegotiate any and all proposals at any time during the process if, in its judgment, the best interest of the Town will be served.

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 FULL-TIME
E 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 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.

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 RFP/RFQs. 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: tammy.ohanesian@wethersfieldct.com

Thank you for your response.