

**INSTRUCTIONS TO BIDDERS**  
**TOWN OF WETHERSFIELD, CONNECTICUT 06109**  
**PAINING OF DEMING STANDISH HOUSE**

The following instructions and specifications shall be observed by all Bidders:

**I. GENERAL CONDITIONS**

**INTENT**

The purpose of these specifications is to obtain a contractor to prepare and paint the exterior of the Town-owned Deming Standish House, 222 Main Street, Wethersfield, Connecticut as described herein. The contractor must be prepared to start work within the specified time and have adequate labor, materials, and equipment available to dedicate to this project to insure completion within the specific time frame. Note, the building is and will remain occupied during this construction, and adequate provisions made for safe entrance and egress of patrons and staff at all times shall be provided.

**1. Bid Opening**

Sealed bids will be accepted by the Finance Office, Town Hall, 505 Silas Deane Highway, Wethersfield, Connecticut 06109 until **2:00 p.m., July 2, 2009** at which time they shall be publicly opened and read. Bids received by the Town after the date and time specified will not be accepted.

**2. Withdrawal of Bid**

Bids may be withdrawn 60 days after bid opening if no award has been made.

**3. Award of Bid**

Award of bid shall be made to the lowest responsible bidder. The lowest responsible bidder is that person or firm whose bid to perform is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

The Town of Wethersfield reserves the right to reject any and all bids, or part of such bid, or waive any defect, irregularity or informality of any bid when it is determined to be in the best interest of the Town.

Failure to completely fill out the bid form (Page C-1) could result in rejection of bid submission. If an option is not available, it should clearly be stated on the bid form.

**4. Bid Return Envelope**

Bids are to be submitted either in the bid return envelope provided with this bid or in an envelope clearly marked with the bid title and opening date so as to prevent opening a sealed bid prior to the date specified. Any bids not so marked and opened by the Town prior to the date specified shall be rejected.

- A. Bid Form (page C-1)
- B. Fair Employment Practices for Qualifications for Bidders
- C. Bid Bond or Certified Check as Bid Security
- D. Affidavit for Local Preference (Appendix III if applicable)
- E. Non-collusive affidavit
- F. List of references with phone numbers

5. **No Bid**

Failure to return a bid will result in the removal of your firm's name from the Bid List. A "No Bid" response and responsive bids will result in your firm's retention on the Bid List.

6. **Bid Security**

A bid bond or certified check in the amount of 5% of bid is required with bid submission. Bid Security will be returned to all except the successful bidder upon award of contract. Bid security will be returned to the successful bidder upon submission and acceptance of required performance bond, and labor and material bond.

7. **Performance/Labor & Material Bond**

A performance and labor and material bond will **not** be required for this project

8. **Acceptance of Subcontractor**

Submission of name of Subcontractor in Proposal shall be deemed to constitute an acceptance by Contractor, if awarded Contract, of Bid of such subcontractor. Any alteration therein, after award of Contract, shall be subject to the approval of Town.

9. **Substitution for Named Brands**

Should brand name items appear in this bid, before bidding on any items that are considered equal to or better than a named item, the bidder shall get approval of the Director of Public Works or his designee for the substitution.

10. **Prices and Discounts**

Prices bid shall not include any taxes, Local, State or Federal, as the Town is not liable. Bidders may quote binding discounts which will be considered in awarding the bid.

11. **Changes and/or Additions**

All changes or additions to these specifications shall only be done by written change order with the signature of the Director of Public Works or his designee.

12. **Questions Relating to Specifications**

Any request from prospective bidders for interpretation of meaning of specifications or other contract documents shall be made in writing or faxed (860-721-2997) to Tammy Ohanesian, Purchasing Assistant, 505 Silas Deane Highway, Wethersfield, Connecticut 06109, and to be given consideration must be received at least seven (7) days prior to date fixed for opening of bids. Interpretations will be made in the form of a written Addendum to Bid Documents, which Addenda shall become a part of Contract. Not later than four (4) days prior to date fixed for opening of Bids, Addenda will be mailed to all persons who obtained Bid Documents. Failure of any Bidder to receive any such Addenda shall not relieve bidder from any obligation under this bid as submitted.

13. **Equal Opportunity – Affirmative Action**

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that 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 Contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. All bidders must fill out the Fair Employment Practices for Qualifications of Bidders form that follows. Findings of non-compliance with applicable State and Federal regulations could be sufficient reason for revocation or cancellation of this contract.

14. **Insurance Requirements**

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

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

15. **Local Bidder Preference**

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

16. **Non-collusive Affidavit**

See attached required Non-collusive Affidavit of Proposer form.

17. **Severability**

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

18. **Guarantees**

The bidder shall state the time period and conditions involved in any guarantees (minimum one year) to be furnished with the item bid.

19. **Time of Completion**

The time of completion of the contract will be sixty (60) calendar days from date of written notice to proceed.

20. **Liquidated Damages**

Sum of one hundred (\$100) dollars is to be agreed upon as liquidated damages, and shall be paid by Contractor to Owner for each and every calendar day in which this Contract is uncompleted after time stipulated for such completion, and prices bid shall be fixed with regard to this provision.

21. **Compliance with Law**

Bidders agree to comply with all applicable federal, state and local laws, ordinances, regulations and orders respecting all goods provided under this bid. In the event of violations, bidder shall pay all fines and penalties, including legal costs.

22. **Governing Law**

This bid shall be governed by and construed in accordance with the laws of the State of Connecticut.

23. **Assignment of Contract**

This Contract may not be assigned by bidder without the prior written approval of the Town. Any attempt to do so shall be invalid and shall result in the immediate termination of the Contract.

24. **Terms of Payment**

The Town shall pay each invoice for work completed or provide written notice of objections within (thirty) 30 days of receipt of an invoice.

**II. TECHNICAL SPECIFICATIONS/ADDITIONAL REQUIREMENTS**

1. **Scope of Work**

The work covered by these specifications consists of furnishing all labor, tools, equipment, and materials to perform all operations in connection with the preparation for and painting of all siding and trim, including windows and doors, and/or any other work spelled out in connection with the necessary repairs to the exterior of the Deming Standish House

The Deming Standish House is a historical building built in 1787 and is presently occupied by a restaurant. Town tests have determined that the original paint on the Deming Standish House was lead-based, although it reportedly was removed the last time the building was painted. The structure must be protected at all times during the painting process. The bidder must have related experience renovating and repairing exterior historic restoration work. Also, the locations of completed historic projects with a contact person's name and telephone number shall be furnished as part of the bid requirement.

2. **Painting the House Exterior**

Benjamin Moore exterior house paint, commercial grade, or its equal shall be used. Any paint substitute must be approved by the Town. The house will not be painted the existing color – white – and the Town will choose the color/shade to be used instead. Tests have determined that the original paint on the building was lead-based; therefore, although it reportedly has been removed in the past, there may be portions or sections which still contain lead. The base bid shall include an allowance for up to 10 samples to be taken and tested to confirm or deny the presence of lead. For this project and as part of the base bid, **the contractor must be a licensed lead abatement contractor and/or have subcontractors who are licensed and qualified to remove and dispose of lead paint if encountered.** The contractor will also be responsible for the proper disposal of all paint shavings.

A. Strip exterior of house to raw wood and perform the following work:

1. **Windows**

- a. Strip all window trim boards.
- b. Sand all woodwork to smooth finish.
- c. Apply one coat of oil-based primer.
- d. Caulk and fill all rough wood to smooth finish and spot prime.
- e. Apply two coats of latex paint and hand sand between coats.

2. **Clapboard Siding**

- a. Strip all clapboard siding to raw wood.
- b. Sand to smooth finish.
- c. Apply one coat of oil-base primer.

- d. Caulk and fill all cracks and nail head holes, and spot prime.
- e. Apply two coats of latex paint.
- f. All paint application must be brushed on; spraying is not allowed.

3. Soffits and Rakes

- a. Sand to a smooth finish.
- b. Apply one coat oil base primer.
- c. Apply two coats of latex paint.

4. Clean Up

- a. Plantings and walkways must be protected at all times.
- b. Clean up will be done daily.
- c. Disposal of all materials e.g. paint chippings, wood, etc. is the responsibility of the contractor.

5. Fire Escape

- a. Scrape, prime and paint (2 coats) entire fire escape using a rust proof paint such as Rustoleum.

6. Options

- a. Replace rotted trim if discovered. Provide unit price (linear foot) for trim replacement. All trim replacement requires prior Town approval.
- b. Replace all rotted clapboard siding. Provide unit price (linear foot) for clapboard siding replacement. All clapboard siding replacement requires prior Town approval.
- c. Replace all rotted cornices. Provide unit price (individual unit) for cornice replacement. All cornice replacement requires prior Town approval.

**BID FORM  
TOWN OF WETHERSFIELD, CONNECTICUT 06109**

**PAINTING OF DEMING STANDISH HOUSE**

Opening: **July 2, 2009 at 2:00 P.M.**

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

In accordance with the Town Specifications, bidder agrees to the following:

Paint the Deming Standish House at the Lump Sum cost of \$\_\_\_\_\_.

Options:

- a. Replace rotten trim at a cost of \$\_\_\_\_\_ per LF.
- b. Replace rotten clapboards at a cost of \$\_\_\_\_\_ per LF.
- c. Replace rotten cornices at a cost of \$\_\_\_\_\_ per EACH.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Fax

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					
NON-MINORITY	BLACK	**SSA	ASIAN	AM.INDIAN	TOTAL MALE	NON-MINORITY	BLACK	**SSA	ASIAN	AM.INDIAN	TOTAL FEMALE

OFFICIALS & MANAGERS											
PROFESSIONALS											
TECHNICIANS											
SALES											
OFFICE & CLERICAL											
CRAFTSMEN SKILLED											
OPERATORS (SEMI-SKILLED)											
LABORERS (UNSKILLED)											
SERVICE WORKERS											

\*\*SSA SPANISH SURNAMED AMERICA

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

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.