

Town of Ridgefield
Request for Proposals
For

Consultant for
Americans with Disabilities Act
Self Assessment Report and
Transition Plan

September, 2017



Rudy Marconi, First Selectman

RFP 2018-08

LEGAL NOTICE

INVITATION to BID

The **Town of Ridgefield** invites all interested parties to submit sealed bids on the following:

BID DUE DATE: **October 27, 2017**

BID DUE TIME: **11:00 AM**

BID ITEM: **Request for Proposals, Consultant for ADA
Self Assessment Report and Transition
Plan**

BID NUMBER: **2018-08**

Terms and conditions as well as the description of items being bid are stated in the specifications. **Specifications may be obtained at the following address:**

**Town of Ridgefield
Kenneth Sandberg
400 Main Street
Ridgefield, CT. 06877
203 - 431 – 2720**

The return bid envelope must be marked and addressed to the following:

**TOWN OF RIDGEFIELD
DIRECTOR OF PURCHASING
BID NUMBER: 2018-08
400 MAIN STREET
RIDGEFIELD, CT. 06877**

Bids must be received no later than the date and time stated above at the Purchasing Director's office on the second floor. **For further information,** please call **Kenneth Sandberg** at (203) 431-2720 or E-Mail at **purchasing@ridgefieldct.org**

Bid Documents available at www.ridgefieldct.org in the Purchasing section under Departments

Results may be viewed at www.ridgefieldct.org in the Purchasing Section under Departments after the bid opening.

Scope of Services

The Object of the Project is as follows:

1. Create a comprehensive plan to improve accessibility for all citizens.
2. Educate Town staff on the requirements of ADA.
3. Develop a list of barriers that limit access to town programs and services.

The Town is required to achieve and maintain full compliance with Titles I & II of the Americans with Disabilities Act (ADA) by adopting policies and procedures in employment and in the operation of programs, services and activities to ensure persons with disabilities are afforded equal opportunity to participate in and benefit from all Town sponsored programs, services and activities and that architectural and communication barriers are eliminated.

The ADA Self Evaluation Report will identify physical barriers to accessibility of all Town programs, services and activities and identify and prioritize structural and non-structural barrier removal solutions. The proposed ADA Self Evaluation Report will include a physical evaluation of Town owned and operated buildings, facilities and school facilities that host programs, services and activities that are open to the public, such as parks, playgrounds, and beaches. Additionally, an evaluation of sidewalks and curb cuts adjacent to (1) Town owned or operated buildings and facilities, (2) public accommodations where the adjacent sidewalks are maintained by the Town, to include the route described in the Sidewalk Study Map addendum.

The ADA Self Evaluation Report shall also identify policy/procedural deficiencies that may limit access and participation by persons with disabilities to Town programs and services, including employment by the Town. Subjects to be included within the study are bus transportation, the Town website, voting sites, Town functions, and other subjects as described herein or necessary to meet the project's intent.

The ADA Transition Plan shall be a detailed road map to compliance with the ADA for any deficiencies noted within the ADA Self Evaluation Report including structural and non-structural solutions to eliminate barriers to accessibility of programs. It shall also include recommendations for new and revised policies/procedures in the areas of equal employment opportunity, effective communications and non-discriminatory operating and administrative procedures.

The Town will assist the Consultant with the ADA Self Evaluation Report and ADA Transition Plan. The Board of Selectmen has appointed the Commission for the Disabled to assist in the duties outlined in the Scope of Work, as advised by the Consultant.

Detailed Scope of Services:**Task 1: Work with the Town ADA Coordinator and Commission for the Disabled:**

The Consultant will meet and advise the above and advise of their best involvement in the process of producing an ADA Self Evaluation Report and ADA Transition Plan. (Anticipated completion time: Within 30 days of contract execution.)

Task 2: Self Assessment Survey:

The Consultant shall create a Self Assessment survey form and arrange to circulate it to each department. The Consultant shall work with the Commission to review and evaluate the responses to the survey form. The survey shall ask for data on each department's ADA compliance resources and needs, including information on effective communication and physical accessibility of all department programs, services and activities as required by the ADA. (Anticipated completion time: Within 45 Days of contract execution.)

Task 3: Review of Existing Policies/Procedures:

The Consultant shall review the Town's current ADA employment policies, compared to federal and state policies and recommend any necessary changes. The Consultant shall review the Town's current reasonable accommodation policy and complaint procedure and recommend any necessary changes. (Anticipated completion date: Within 45 days of contract execution.)

Task 4: Building and Facility Surveys:

The Consultant shall conduct building and facility surveys (referencing ADA Accessibility Guidelines) of elements of Town-owned or operated buildings and facilities that contain Town programs or activities as identified in the survey. The purpose of the investigation is to identify all architectural barriers and barrier removal solutions and to establish an order of priorities. (Anticipated completion date: Within 60 days of contract execution.)

Task 5: Model Policies/Procedures:

Based on the review by the Consultant of Town departments' surveys from Task 2 and of policies and procedures regarding access by persons with disabilities, the Consultant shall identify departments that do not have policies or whose policies and procedures require modifications. The Consultant shall develop model policies and procedures recommended for use by departments and shall include those

model policies in the ADA Transition Plan. (Anticipated completion date: Within 90 Days of contract execution.)

Task 6: Complete Draft ADA Self Evaluation Report:

Based on the completion of Tasks 1-5, the Consultant shall prepare a draft “ADA Self Evaluation Report Plan” consistent with the requirements of Titles I and II of the ADA. The Draft must (1) summarize requirements under the ADA regulations for Titles I and II of the ADA; (2) include an explanation of the deficiencies in policies, procedures, effective communication and physical accessibility. This Self Evaluation Report shall be presented to the Commission for review and final edits. (Anticipated completion date: within 90 days of contract execution.)

Task 7: Complete Draft ADA Transition Plan:

Based on the completion of Tasks 1-5, the Consultant shall prepare a draft ADA Transition Plan. The ADA Transition Plan shall outline in detail the steps required for the Town to come into compliance with the ADA including issues related to effective communication, alteration and adoption of any necessary policy and procedures, and an explanation of the changes required to physical properties and buildings. The priority of each required step shall be set by the Commission with the advice of the Consultant. (Anticipated completion date: Within 100 days of contract execution.)

Task 8: Public Hearing on Draft Before the Commission:

The Town shall schedule a public hearing at which the Consultant shall make a presentation on the Draft (including priority needs). The date, time and location shall be set by the Town and posted fourteen (14) days prior to the hearing. The notice shall state that the Draft is available for public review at Town Hall and on the Town Website. Comments may be submitted for up to ten (10) days following the day of the public hearing. (Anticipated completion date: Within 130 days of contract execution.)

Task 9: Complete Final ADA Self Evaluation Report and ADA Transition Plan:

The Consultant shall prepare the final ADA Self Evaluation Report and ADA Transition Plan, which shall include a summary of all comments submitted at the public hearing and during the ten (10) day comment period. The final ADA Self Evaluation Report and ADA Transition Plan must also indicate whether each requested change to either draft was incorporated in the final document and if not, why not. The Board of Selectmen shall have the final say on the content of the final version of both the ADA Self Evaluation Report and ADA Transition Plan. (Anticipated completion date: Within 145 days of contract execution.)

Task 10: Provide a detailed outline of methods and estimated costs for all recommendations. (Anticipated completion date: Within 175 days of contract execution.)

Task 11: Provide a realistic implementation schedule with costs for removal of the identified barriers.

Task 12: Provide separate quotations as noted within the “Proposal Submission and Review” section.

Project responsibilities of the Consultant:

1. Fifty (50) hard copies of the Draft Plan and Report to be used for distribution and review plus one (1) black and white; one (1) color reproducible copy for public distribution and one (1) electronic (PDF Format) for posting to the Town’s website.
2. Appropriate written materials and graphics (presentation boards, maps, slides, etc.) to be used for public presentations.

Note: All written materials, graphics and data shall be delivered in paper and in digital format consistent with the Town’s software. The electronic format for all written/text documentation shall be Microsoft Word; for all graphic presentation documentation shall be Microsoft Power Point; and for all spreadsheet data shall be Microsoft Excel, in the most current version.

Items to be Provided by the Town:

1. Access to the Commission for the Disabled
2. Access to the ADA Coordinator
3. Copies of any existing studies, plans and programs shall be made available for review.
4. Access to any and all applicable Town records.
5. Assistance with on-going community meetings.

All requests for information shall be coordinated through the ADA Coordinator.

Progress Reporting

The Consultant and the Commission for the Disabled shall hold progress meetings as often as necessary, but in no case less than twice per month until the final plan and report is approved by the Town’s Board of Selectmen for the purpose of progress reporting. The Consultant shall supply the ADA Coordinator with at least two (2) copies of all completed, reports, studies, forecasts or maps at least three (3) working days before each progress meeting. The ADA Coordinator shall schedule the

Commission for the Disabled meetings and other meetings as necessary at key times during the development of the Plan and Report.

The following are added as addenda and are a part of this document:

- a) Table 1, Town Facilities
- b) Table 2, Town Maintained Parks and Outdoor Spaces
- c) Open Space Narrative
- d) Sidewalk Study Location Plan and Narrative

Proposal Submission and Review

The Consultant will be evaluated and selected based on knowledge and experience of ADA code reviews, design and technical competence, the capacity and capability to perform the work within the time allotted, past record of performance and knowledge of Federal, State, and Town procedures. The firms responding to this request should be of adequate size and sufficiently staffed to perform the assignment described above. The selected firm must meet all Town, State, and Federal Affirmative Action and Equal Employment Opportunity practices.

Five (5) copies of the proposal shall be submitted. In addition to describing the Consultant's methodology in meeting the project's goals and intents, the proposal must include a detailed statement indicating the organizational structure under which the firm proposes to conduct business. Proposed sub-consultants should be clearly identified. The relationship to any parent firm or subsidiary firm, with any of the parties concerned, must be clearly defined. The proposal shall indicate the total cost separately for the base bid and alternates as defined below and shall include all work necessary to professionally meet the project's goals and intent:

Base Bid Evaluation of all programs and facilities as noted within Table 1 having a priority of "1" including the evaluation of any fields or parking areas contained within their respective spaces.

Alternate A Evaluation of all programs and facilities as noted within Table 1 having a priority of "2" or "3".

Alternate B Evaluation of all sidewalk facilities as shown on the attached "Sidewalk Study Location Plan" and parking areas noted within the sidewalk study narrative.

Alternate C Evaluation of all parks and outdoor spaces and their respective parking areas as noted within Table 2, Town Maintained Parks and Outdoor Spaces not evaluated under the base bid.

Alternate D Provide assistance to the Town in the identification of Open Space sites that are “readily achievable” to meet the goals of ADA accessibility.

Alternate E Evaluation of Facilities managed by the Ridgefield Housing Authority including Ballard Green and Prospect Ridge including interior sidewalks and parking areas.

The submitted proposals shall also include the following:

- a) Insurance certificates
- b) Hold Harmless Agreement
- c) References
- d) List of Subcontractors
- e) Project Schedule

Proposals will be reviewed and evaluated by the Town of Ridgefield based on all information submitted. It is estimated that the review process will take four weeks to complete. The Town reserves the right to reject any and all proposals and to negotiate the terms and conditions of any proposal with any particular bidder and to limit the amount of work completed under this proposal. The Town also reserves the right to interview any or all potential bidders with respect to their proposals and to waive any error, or informality or technical defect in the proposal.

All proposals shall be submitted to the Office of the Purchasing Director, 400 Main Street, Ridgefield, Connecticut no later than 11:00 AM, October 27, 2017.

A pre-submission meeting will be held on October 14, 2017 at 10:00 AM in the lower conference meeting room of the Town Hall, 400 Main Street, Ridgefield, Connecticut.

All questions concerning the ADA aspects and the desired goals of this proposal shall be directed to Tony Phillips, LCSW, Director of Social Services at 203-431-2777. Questions concerning Town facilities shall be directed to Charles R. Fisher, P.E., L.S., Town Engineer at 203-431-2751. Questions concerning the specifics of submitting a proposal shall be directed to Kenneth Sandberg at 203-431-2720.

Town of Ridgefield ADA Self Assessment Report and Transition Plan

Table 1, Town Facilities

Facility	Address	Priority	Description	Approximate Floor Area
Town Hall	400 Main Street	1	Town offices, services, public meeting space	16950 sq. ft.
Fire House HQ	6 Catoonah Street	1	HQ offices; town discussion to replace facility	14520 sq. ft.
Fire House	169 Old Stage Road	1	Fire Department, offices, sleeping quarters	4560 sq. ft.
Police HQ and Vehicle Repair Bldg.	76 East Ridge	1	HQ offices, public access; town discussion to replace facility	14900 sq. ft.
Venus Municipal Building	66 Propect Street	1	Town offices, services, meeting place, rental space, theater	100000 sq. ft.
Yaniny Gym	66 Prospect Street	1	Public access gym, voting place; EOC	18200 sq. ft.
Public Works Facilities, Garage 1	60 South Street	1	Offices, vehicle storage	12200 sq. ft.
Public Works Facilities, Garage 2	60 South Street	2	Vehicle mainenance, repair shop,	15400 sq. ft.
Shooting Range	60 South Street	1	Public access	2880 sq. ft.
Motor Fuel Depot	South Street	3	Fuel dispensing of town vehicles	N/A
Transfer Station	59 South Street	1	Public acces, service	4150 sq. ft.
Scale House	59 South Street	1	Public acces, service	300 sq. ft.
Recycle Center	59 South Street	1	Public access, service	5420 sq. ft.
Sewage Treatment Plant	22 South Street	3	Offices, service	8820 sq. ft.
Sewage Treatment Plant	901 Ethan Allen Highway	3	Service, to be decommissioned	650 sq. ft.
Sewage Pumping Station	Halpin Lane	3	Service	N/A
Dog Pound	40 South Street	2	Public access, service	1600 sq. ft.
Lounsberry House	316 Market Street	1	Community center run by private non-profit	13600 sq. ft.
Dwelling	310 Main Street	3	Rental home leased to Lounsberry House	3300 sq. ft.
Dwelling	19 Market Street	3	Rental home leased to Lounsberry House	1800 sq. ft.
Dwelling	23 Market Street	3	Rental home leased to Lounsberry House	1500 sq. ft.
Theater Barn , Live Arts; Artist Guild	37 Halpin Lane	1	Public access, non-profit lease, theater, art display, residence	1730 sq. ft.
Peter Parley Red School House	West Lane	1	Public access, historic structure open to public	890 sq. ft.
American Legion Post	North Salem Road	1	American Legion Meeting Hall,	2250 sq. ft.
Cass Gilbert Fountain	Rte 35 & 33, Main St.	3	Historic fountain	N/A
Golf Course	545 Ridgebury Road	1	Public golf course & facilities, resturant	4180 sq. ft.
Parks & Rec Center	193 Danbury Road	1	Town recreation center, meeting place, gyms, pool, offices, fields	51160 sq. ft.
Founder's Hall Sr Ctr	193 Danbury Road	1	Town owned, run by non-profit, public meeting place	17400 sq. ft.
Salt/Sand Barn	Sand/Salt Barn	3	Service	5100 sq. ft.
Ballard Green Carriage House	25 Gilbert Lane	3	Public access	2590 sq. ft.
The Barn	8 Governor Street	1	Teen center, leased space, alternative high school	1525 sq. ft.

Facility	Address	Priority	Description	Approximate Floor Area
Schlumberger Property	36 Old Quarry Road	1	Rental spaces	29000 sq. ft.
Library	472 Main Street	1	Town supported, owned by non-profit	30000 sq. ft.
Pavillion, Ballard Park	499 Main Street	1	Band stand in town park	350 sq. ft.
Branchville RR Station	787 Branchville Road	1	Leased retail space, train platform	1750 sq. ft.
Barlow Mountain Elem School	115 Barlow Mountain Road	1	School	85000 sq. ft.
Branchville Elem School	40 Branchville Road	1	School	57329 sq. ft.
Farmingville Elem School	324 Farmingville Road	1	School	53000 sq. ft.
Ridgebury Elem School	112 Bennetts farm Road	1	School	83700 sq. ft.
Scotland Elem School	111 Barlow Mountain Road	1	School	52300 sq. ft.
Veterans Park Elem School	8 Governor Street	1	School	51690 sq. ft.
East Ridge Middle School	10 East Ridge	1	School	157800 sq. ft.
Scotts Ridge Middle School	490 North Salem Road	1	School	140010 sq. ft.
Ridgefield High School	470 North Salem Road	1	School	322000 sq. ft.
Richardson Park	729 North Salem Road	1	Leased home	
Ridgefield Alternative High School	25 Gilbert Street	1	School	1790 sq. ft.

Town of Ridgefield ADA Self Assessment Report and Transition Plan
Table 2, Town Maintained Parks and Outdoor Spaces

Facility	Address	Description
Aldrich Park & Field	2 New Road	Baseball field, refreshment stand, bathrooms
Ballard Park	485 Main Street	Pavillion
Governor Park & Ciuccoli Field	84 Governor Street	Fields, playgrounds, bleachers, refreshment stand, bathrooms
Sturges Park	217 Rippowan Road	Camp grounds
Bark Park Dog Park	58 Prospect Ridge Road	Fenced dog run areas, gazebo
Sachem Park & Field	201 Old West Mountain Road	Hiking trails, softball field
Scalzo Field	74 Prospect Ridge Road	Baseball field
Serfillipi & Fitzgerald Fields	10 South Shore Drive	Baseball fields, hiking, x country skiing, mountain biking , trails
Shadow Lake Field	176 Shadow Lake Road	Softball/baseball fields,trails.
Rail Trail	Prospect St - Florida Road	2.3 mile walking, x-country skiing, managed by RTC Conservatory
Martin Park Beach	19 Great Pond Road	Swimming, boating
Richardson Park	729 North Salem Road	Walking, hiking

Note: Study of fields located at schools and other facilities to be incorporated with the study of those specific facilities

Ridgefield Open Space List (Trail Sites)

Ridgefield has approximately 5,200 acres of open space under various jurisdictions, representing 23 percent of the town's total area. There are several dozen sites that comprise this acreage, which are in addition to the sites already listed in Table 2.

A number of these sites are unimproved or otherwise so challenging in its terrain as to present a level of difficulty rendering them impractical for improvement to ADA standards. In the spirit of providing ADA accessibility for persons with disabilities, and as a part of your proposal, you will advise the town on which sites present as “readily achievable” to meet this goal. You will also advise on the appropriate number of sites to be selected for improvement for this purpose. Any site(s) listed in Table 2 may be selected and count toward this goal.

A pre-bid conference is planned at which time a list of the Open Space sites will be provided. Assistance in developing this plan will be available from the Conservation Commission, the Commission for the Disabled and the Town ADA Coordinator.

Sidewalk Study Narrative

The ADA requires that towns evaluate its existing system of sidewalks giving priority to walkways serving town facilities, private businesses offering goods and services to the public and employees. As a part of this study a route has been selected for review. A map of the study area with the route highlighted follows.

Included within this portion of the self-evaluation report under “Alternate B”, the Consultant shall evaluate the following parking areas:

- a) Bailey Avenue Parking Area Bailey Avenue
- b) Governor Street Parking Area Governor Street



Town of Ridgefield ADA Self Assessment Preport and Transition Plan
Table 3, Ridgefield Housing Authority (RHA)

Facility	Address	Number of Units	Land Acreage	Services and Features
Ballard Green	25 Gilbert Street	80	11	Community room inside/outside, office, communal laundry, rental space: Meals on Wheels
Prospect Ridge, Congregate Building	Prospect Ridge	77	8	Communal dining room (1 meal per day), light housecleaning (1 time per week), Elevator, office, communal patio area, security desk, intercom system, stairs to upper level apartments

Supplemental Information for Bidders and General Contract Provisions

1. PREPARATION OF PROPOSALS

Proposals must be made upon forms contained herein or as directed elsewhere. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office addresses and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, bid number, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: The Purchasing Agent, Town Hall, and 400 Main Street, Ridgefield, CT 06877.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

2. SUBMISSION OF PROPOSALS

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

3. INCURRING COSTS

The Town of Ridgefield is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

4. FAMILIARITY WITH THE WORK

Each bidder is considered to have examined the work to fully acquaint him with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

5. CONSIDERATION OF PRIOR SERVICE

Previous performance, quality of service and merchandise will be considered.

6. ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS

At the time of the opening of bids each bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Town of Ridgefield, Purchasing Agent, 400 Main Street, Ridgefield, Connecticut 06877, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by Registered Mail with Return Receipt Requested to all prospective bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addendum or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Ridgefield. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

- a. It is at least equal in quality, durability, appearance, strength and design.
- b. It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- c. It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Ridgefield, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Ridgefield or himself because of the unauthorized use of such articles.

7. QUOTATION LIMITATION

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or-equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

8. ESTIMATE OF WORK

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

9. SAMPLES

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Ridgefield. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

10. WITHDRAWAL OF BID

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date. The successful agent/broker shall not withdraw, cancel or modify their proposal.

11. POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

12. SUBCONTRACTORS

Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form. The apparent low bidder shall file with the Town of Ridgefield, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Ridgefield. Local subcontractors, material suppliers, and labor in the Town of Ridgefield should be considered and sought insofar, as is practical in the performance of this project.

13. QUALIFICATION OF BIDDER

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors. The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

14. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

15. DELIVERY

Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work **upon receipt of the signed Purchase Order** unless the Town shall authorize or direct a further

delay. Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Ridgefield. Prices quoted must include delivery to the Town of Ridgefield as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

16. PAYMENT

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery. Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Ridgefield
Office of the Town Engineer
66 Prospect Street
Ridgefield, CT 06877

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Ridgefield for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment and at time of final payment prior to any

payment being made.

At the time of award the successful bidder shall be required to supply the Town of Ridgefield a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

17. SALES TAX

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

18. CARE AND PROTECTION OF PROPERTY

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

20. AWARD

The Town of Ridgefield reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Ridgefield reserves the right:

- a. To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- b. To reject any or all bids, or any part thereof.

- c. To waive any informality in the bids.
- d. To accept the bid that is in the best interest of the Town of Ridgefield. The Purchasing Agent's decision shall be final.

21. INSURANCE

Insurance requirements are detailed under the attached "Insurance Requirements."

22. GUARANTEE

The bidder shall unconditionally guarantee for a period of one (1) year, except as specifically noted within these documents, from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.

23. PERMITS

When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town.

24. NONDISCRIMINATION IN EMPLOYMENT

The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Non-segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

25. MECHANICS LIEN WAIVERS

The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment, and/or at time of final payment, prior to any payment made.

HOLD HARMLESS AGREEMENT

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorneys fees the Town of Ridgefield may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this day on the _____ day of _____

Signed, Seated and Delivered in the
Presence of:

Signed:

Notary Public

Purchasing Department, Town of Ridgefield, 400 Main Street, Ridgefield, CT.
06877
203-431-2720 & purchasing@ridgefieldct.org

APPENDIX - INSURANCE REQUIREMENTS

Each bidder shall carry and maintain the following insurance coverage during the period of the contract : The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. **Bidders may not perform any work until all insurance requirements are met.**

1. **Comprehensive General Liability Insurance** as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:
 - Bodily Injury Liability and Property Damage Liability:
\$1,000,000 each occurrence.
 - **The Town shall be named as an Additional Insured**
This **MUST** be stated explicitly on the Certificate or you will be **disqualified**
2. **Worker's Compensation Insurance and Employer's Liability** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.
 - Worker's Compensation and Employer Liability:
Statutory Limits
3. **Comprehensive Auto Liability Insurance:**
 - **Bodily Injury Insurance and Property Damage Insurance** covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of **\$1,000,000 each occurrence.**

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

CONTRACTOR'S QUALIFICATION STATEMENT

List below references for similar projects, including all information requested. This page must be completed and submitted with the bid.

1. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

2. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

3. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

4. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

Company: _____ Bid Title: _____

Street: _____ Bid No.: _____

City, State: _____ Telephone No.: _____

CONTRACTOR'S LIST OF SUBCONTRACTORS

List below the subcontractors intended to be utilized for this project. This page must be completed and submitted with the bid.

1. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

2. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

3. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

4. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

Company: _____ Bid Title: _____

Street: _____ Bid No.: _____

City, State: _____ Telephone No.: _____

CONTRACTOR'S LIST OF SUBTRACTORS

Q-2