



**Town of Windsor Locks  
Request for Proposal  
Spring Park Pond  
February 10, 2024  
RFP# SP1-2024**

**PURPOSE OF REQUEST**

The purpose and intent of this Request for Proposal (RFP) by the Town of Windsor Locks CT ("Town") is to solicit sealed proposals from qualified independent contractors for the dredging of a recreational fishing pond in Windsor Locks. Testing of water and soil has been completed to confirm there were no material contaminant findings affecting this approach. Funding is approved and budgeted for 2023-2024.

<b>1. General Provisions</b>	<b>4</b>
1.1 Introduction	4
1.2 Product and/or Service Specifications	4
1.3 Qualification of Bidders	4
1.4 Mandatory Site Visit	5
1.5 Anticipated Timeline and Work Hours	5
<b>2. Response Instructions</b>	<b>5</b>
2.1 Delivery of Proposals	5
2.2 Questions and Communications	5
2.3 Public Opening of Bids	5
2.4 Pricing	5
2.5 Proposal Format	6
2.6 Tax Exemption	7
2.7 RFP Timeline	7
<b>3. Terms and Conditions</b>	<b>7</b>
3.1 Proposal Withdrawal	7
3.2 Collusion Among Bidders	7
3.3 Irregular Proposals	7
3.4 Laws and Regulations	7
3.5 Non-Conflict of Interest Statement	8
3.6 Non-Discrimination of Employment	8
3.7 Governing Law	8

3.8 Proprietary Information	8
3.9 Contingent Upon Availability of Funds	8
3.10 Use of American Rescue Plan Act (ARPA) Funds	9
3.11 Selection Committee	9
3.12 Independent Contractor	9
3.13 Insurance Requirements	9
3.14 Fidelity Bond	11
3.15 Indemnification/Hold Harmless	11
3.16 Waiver of Subrogation Requirement	11
3.17 Award	11
3.18 Reserved Rights	12
4.00 Additional Pond information	13

## 1. General Provisions

### 1.1 Introduction

The scope of the Spring Park Pond Remediation is to clean and remove leaves, brush, small branches and dead vegetation from a <1 acre fishing pond by manual and/or mechanical means. Additional pond details are posted at the end of this document. Results of recent water and soil testing will be provided to the winning contractor.

### 1.2 Product and/or Service Specifications

The proposal document should describe the following scope:

- Detailed method for cleaning and/or dredging the pond
- List of any mechanical equipment that will be utilized for the job
- Process for handling and removal of materials
- Scope of and inclusion of environmental precautions that will address outflow to watershed sources
- Included precautions and pre-treatment(s) to your equipment which eliminate cross contamination of flora or fauna from prior job exposures
- Steps to be taken to mitigate impact to pond banks and surrounding landscape
- Steps to be taken to clean up the site after the job is completed
- Potential risks foreseen and proposed mitigation strategies
- Total project investment with itemized costs related to each portion of the project
- Any specifically excluded costs categories that have potential to come into scope
- Prerequisite actions or dependent activities required to perform the work

Specifically **excluded** actions:

- Performing optional tests redundant to those already performed
- Draining the pond
- Introduction or removal of any plants, fish or animals
- Chemical or biological treatments of any kind
- Ongoing operational commitments, treatments or services– this is a one-time project
- Relandscaping or changing the normal contours of the pond

### **13 Qualifications of Bidders**

The Town is seeking well-qualified and experienced bidders for this project. As part of the bid proposal, please include the following information:

- a.** Three (3) current or former client references that are applicable to projects of this kind of scope.
- b.** List the number of currently employed full-time and part-time employees.
- c.** Briefly describe the project management process.

### **14 Mandatory Site Visit**

There is **no** mandatory site visit. The park is publicly accessible during the daytime hours if a visit is desired.

### **15 Anticipated Timeline and Work Hours**

Bidder must provide implementation plan and timeline as part of the RFP. All work shall be done at dates and times as the Town shall deem appropriate.

## 2. Response Instructions

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Five (5) printed copies of the proposal and one (1) electronic copy shall be provided. Each bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials become the property of the Town. Failure to respond to any of the RFP instructions may eliminate your proposal from any further consideration.

### 2.1 Delivery of Proposals

RFPs must be submitted in a sealed envelope labeled with **“Town of Windsor Locks – Spring Park Pond”** and clearly marked **“BID – DO NOT OPEN”** on the outside of the envelope to:

**First Selectman’s Office, 50 Church Street, Windsor Locks, Connecticut 06096**

by **March 11, 2023 by 5:00pm EST**. Please see section 2.7 for the full RFP timeline. It is the sole responsibility of the bidder to see that their RFP is received within the proper time. Any proposal received after the proposal due date and time shall be eliminated from consideration.

### 2.2 Questions and Communications

Bidders are hereby notified not to contact any member of the Evaluation Committee, or any member of the Town of Windsor Locks staff and its’ elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed James Tarbell, Park Commission, by email at [tarbelljamesa@gmail.com](mailto:tarbelljamesa@gmail.com) no later than March 4, 2023 at 5:00pm EST. Answers to all received questions will be posted on the Town website by March 5, 2023.

### 2.3 Public Opening of Bids

The Town will hold a Public Bid Opening for all proposals submitted. All bids will be opened and recorded by the Town on March 11th, at 5:00PM after which all bids will be available for public inspection.

### 2.4 Pricing

The proposal price should be inclusive. If the price excludes certain fees or charges, either recurring or nonrecurring, the proposal must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. Bidders may submit, at their discretion, alternate design options with accompanying prices. Alternate designs will give the Town the opportunity to consider the best solution for our needs and compare those options with budget considerations.

All bidder proposals are required to be offered for a term not less than 180 calendar days in duration. A proposal may not be modified, withdrawn, or cancelled by the bidder during the 180-day time period following the time and date designated for the receipt of proposals.

If information or pricing submitted by the bidders is unclear, the Town may request further

explanation and/or pricing breakdowns from the bidder for the purpose of evaluation and decisions. The bidders shall answer requests for additional information or clarification in writing, and these responses will become part of the bidder's proposal. Bidders failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the Town shall be considered unresponsive, and their proposal may be subject to rejection.

## 2.5 Proposal Format

All proposals shall be prepared in strict compliance with the Proposal Format outlined below. Failure to comply with the provisions of this RFP may result in the proposal being disqualified.

1. **Title Page.** The title page must include the subject of the proposal, the proposing company's name and address, the name, address, and telephone number of a contact person and the date of the proposal.
2. **Table of Contents.**
3. **Executive Summary.** This summary, limited to five (5) single-spaced typewritten pages, should provide a high-level description of the bidder's ability to meet the requirements of the RFP and a statement describing why the bidder believes it is the best qualified to provide the specified services. The summary must also include the names, titles and background of the officers and operating personnel who will work with the Town. Please include items found in 1.3 Qualifications of Bidders in the executive summary.
4. If the bidder wishes to list additional applicable experience with similar projects outside the references given, these should be listed here.
5. **Warranty.** Bidders should include with the RFP response a detailed overview of all applicable warranties, including exclusions. Bidders must detail the responsibilities the Town will assume and describe any bidder services provided during the warranty period. Complete warranties applying to any system purchased must be clearly specified. The location or agent responsible for servicing this account must be clearly stated. The bidder's policy on software upgrades, enhancements, and on-going software support shall also be addressed, as applicable. Warranty and maintenance terms and costs will be taken into consideration in the award.
6. **Pricing.** Bidders shall include a pricing summary page with clearly defined costs to be billed to the town. The contractor should list any exclusions or additional items that would be billed outside the defined schedule provided. A billing schedule must be included. See 2.4 for further information.
7. An oral presentation may be required. These will be at the invitation of the Selection Committee; bidders will be notified and a timeline will be posted on the website if required.

## 2.6 Tax Exemption

The Town is a tax-exempt entity and will provide appropriate documentation as needed.

## 2.7 RFP Timeline

RFP #SP1-2024 issued	February 12, 2024
Questions from vendors due to the Town	March 4, 2024
All submitted questions and responses. published to the Town website	March 5, 2024

Final sealed RFP delivered to Town	March 11, 2024
Public Opening of received Proposals	March 11, 2024
Selection committee reviews proposals	Week of March 11, 2024
Oral presentations or interviews, if needed	To Be Determined
Selection Committee makes referral to Board Of Selectmen	To Be Scheduled
Selection of Contractor posted to Town website	(1) Day after the scheduled Board of Selectman meeting where decision is approved

Any amendments to the above timeline will be posted on the Board of Selectman page of the Town website.



### 3. Terms and Conditions

#### 3.1 Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the bidder makes a request in writing prior to the time set for the opening of proposals.

#### 3.2 Collusion among Bidders

Multiple proposals from an individual, firm, partnership, corporation, or association under the same or different names are subject to rejection by the Selection Committee. Reasonable grounds for believing that a bidder is interested in more than one proposal for the work contemplated may result in rejection of all bids in which the bidder is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future solicitations for the same work. Each bidder, by submitting a bid, certifies that it is not a party to any collusive action.

#### 3.3 Irregular Proposals

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

#### 3.4 Laws and Regulations

It shall be understood and agreed that all articles and/or equipment furnished, or contract awarded on this proposal shall comply fully with all Local, State, and Federal laws and regulations.

#### 3.5 Non-Conflict of Interest Statement

It is unlawful for any officer, employee or agent of the Town to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, director, trustee, partner, or employee, or agent. The successful bidder agrees that during the term of the Contract and for twenty four (24) months following the exit conference, the successful bidder, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of the Town. Please see the **Ethical Standards and Guidelines for Municipal Officials and Employees** for further reference, which can be found on the Board of Selectman page of the Town website.

#### 3.6 Non-Discrimination of Employment

The Town actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, nation origin, political affiliation or any protected class. Bidders shall not discriminate in any manner against any employee because of race, sex, age, color,

physical or mental handicap, marital status, sexual affiliation, religion, national origin, political affiliation or protected class.

### **3.7 Governing Law**

The contract executed in response to this RFP shall be governed by and construed in accordance with Local ordinances and State and Federal laws and regulations. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

### **3.8 Proprietary Information**

The Town recognizes that in responding to this request for proposal, bidders may submit proprietary information. To the extent permitted by law, the Town will keep confidential such proprietary information provided that the conditions described in the following paragraph are met.

Proprietary information is submitted separately and must be clearly identified as containing proprietary information. Reference to the proprietary information must be clearly made in the detailed response, and conversely the section in the proprietary information packet shall be clearly labeled as to the location in the detailed response it references. Labeling a complete proposal proprietary, that is general in nature, may be cause for rejection of the proposal.

### **3.9 Contingent upon Availability of Funds**

The Town's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

### **3.10 Use of American Rescue Plan Act (ARPA) Funds**

The Town's governing body, by Town Meeting, has allocated the use of ARPA funds for town initiatives. ARPA funds are a federal award, and therefore compliance with all federal regulations including procurement standards listed in CFR 200.317-200.327 must be maintained. By submitting an RFP response, the contractor certifies that the business, owner, or proprietor is not subject to exclusions or restrictions from receiving federal funds, as deemed by the System for Award Management, or sam.gov. It is the contractor's responsibility to assess any exclusions or restrictions.

### **3.11 Selection Committee**

The Town will designate a selection committee to review the submitted RFP responses and make a recommendation to the Board of Selectmen for award of contract. The selection committee will be comprised of:

- 1 Board of Selectmen member
- 1 Town volunteer to be named by the Park Commission
- 2 Park Commission members
- 1 Town Public Works Director

### **3.12 Independent Contractor**

The contractor, in performing the Services, is acting in the capacity of an independent contractor,

---

and is not an agent, servant, partner, or employee of the Town. Contractor will have complete control over the performance of the Services and shall be solely responsible for payment of its federal and local taxes, salary for its employees, social security payments, and liability insurance, including workers' compensation, subject to the Town's indemnification requirements set forth herein. None of the benefits provided by the Town to its employees, including, but not limited to, worker's compensation insurance, disability insurance, medical insurance, and employment insurance shall be provided by the Town to any of Contractor's employees or Contractor. The contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the Town or to bind the Town in any way whatsoever. The contractor is not authorized to speak for, represent, or obligate Town in any manner without the prior expressed written authorization of Town. No employment relationship, express or implied, exists between the Town and Contractor.

### **3.13 Insurance Requirements**

Contractor shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the contractor and any agents, representatives, subcontractors, or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to the Town. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the contractor. Full disclosure of any nonstandard exclusion is required for all required coverage. It is further agreed that the contractor shall provide the Town with thirty (30) day notice of cancellation.

**Certificates of Insurance:** All policies will be evidenced by an original certificate of insurance on an ACORD-25 form authorized by and executed with the original signature or original stamp of the insurer or a properly authorized agent or representative reflecting all coverage required and delivered to the Town prior to any work or other activity commencing under this agreement.

**Additional Insured:** The bidder shall ensure that the bidder and its contractors and subcontractors will arrange with their respective insurance agents or brokers to name the Town and all of its respective officers, employees, agents, elected officials, servants and volunteers, on all policies of primary and excess insurance coverage as additional insured parties on a primary and non-contributory basis except for any errors and omissions insurance coverage or workers' compensation coverage, and shall name the Town as loss payee with respect to any damage to property of the Town, as its interests may appear. The undersigned shall submit to the Town upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverage in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut or coverage otherwise acceptable to the Town. Such certificates shall designate the Town name, address, purchasing agent or official designee.

**Cancellation Notice.** The Town shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or nonrenewal.

**Coverage.** The coverage afforded to the Town shall be primary and noncontributory insurance. The amount of the bidder's liability under any insurance shall not be reduced by the existence of such

other insurance. A waiver of subrogation is required in favor of the Town on all policies including workers' compensation.

**Commercial General Liability added as additional insured):**

Each Occurrence:	\$1,000,000
Personal/Advertising Injury per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Fire Damage Legal Liability	\$ 100,000

**Automobile Liability (Town of Windsor Locks added as additional insured):**

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability:	\$1,000,000

**Workers' Compensation/Employers Liability**

Workers' Compensation                      Statutory Requirement set forth by State of CT

**Employers Liability**

Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each employee	\$100,000

**Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):**

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000

**Professional Liability (where required)**

Each Claim:	\$1,000,000
Annual Aggregate	\$1,000,000

**3.14 Fidelity Bond**

**Fidelity Bond (to protect Town of Windsor Locks for money lost due to courier theft, embezzlement, forgery, and similar causes):**

Each Claim:	\$5,000
-------------	---------

### **3.15 Indemnification/Hold Harmless**

To the maximum extent permitted by law, The Contractor shall defend, indemnify, and hold harmless the Town of Windsor Locks, its respective officers, employees, elected officials, agents, servants, and volunteers from and against any and all claims, liabilities, obligations, judgments, expenses, causes of action of whatsoever kind and nature for damages, including but limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, errors and omissions, property damage caused by the Contractor and its employees, contractor, sub-contractors and agents, this indemnification includes the Contractor's duty to defend the Town from any such claims except that the Contractor shall not be responsible or claims arising out of a sole negligence finding by a court of competent jurisdiction of the Town, its elected officials, officers, department heads, employees or agents, or its predecessor in interest in the premises. This provision will survive termination of this Agreement.

### **3.16 Waiver of Subrogation Requirement**

Contractor will require all insurance policies in any way related to the work and secured and maintained by the Contractor to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Windsor Locks, and its respective officers, employees, agents, servants, elected officials, and volunteers. Contractor shall require of subcontractors, by appropriate written agreements and certificates of insurance, similar waivers each in favor of the Town of Windsor Locks. Successful Contractor will provide Town with a certificate of insurance stating subrogation is waived on all policies in favor of the Town.

### **3.17 Award**

The project will be awarded based on a best value solution approach. We will be evaluating both the quality of the solution and its cost.

### **3.18 Reserved Rights**

The Town reserves the right in its sole discretion to:

- Reject any or all of the proposals.
  - Issue subsequent requests for proposals.
  - Cancel the entire request for proposal.
  - Remedy technical errors in the request for proposal process.
  - Appoint evaluation committees to review proposals.
  - Seek the assistance of outside technical experts in proposal evaluation.
  - Require modifications to initial proposals.
  - Excuse technical defects in a proposal when, in its sole discretion, such an excuse is beneficial to the Town.
  - Investigate the qualifications of any bidder under consideration.
  - Require confirmation of information furnished by bidders.
  - Require additional evidence of qualifications to perform the services described in this RFP.
  - Approve or disapprove the use of particular subcontractors.
  - Negotiate with any, all, or none of the bidders.
-

- Solicit best and final offers from all or some of the bidders.
- Award a contract to one or more bidders.
- Accept other than the lowest priced bid.
- Waive informalities and irregularities in proposals.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal at the sole discretion of the Town. Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the Town, shall be utilized in the final award.



## 4. Additional Pond Details



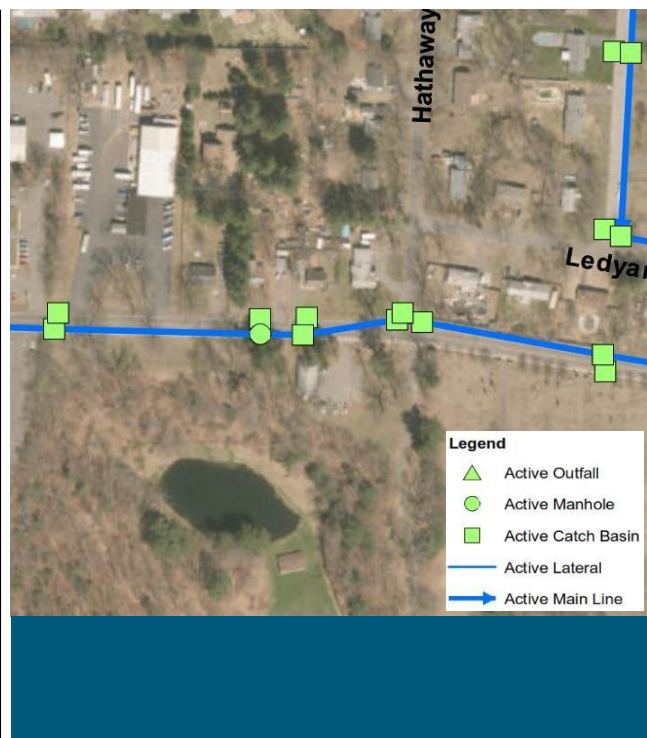
The Town views Spring Park Pond as a small but important recreational resource, ecological asset, and community amenity. In particular, the pond has served as a popular location for youth fishing. As a Class A surface water body, Spring Park Pond's designated uses include the following, pursuant to RCSA § 22a-426-4:

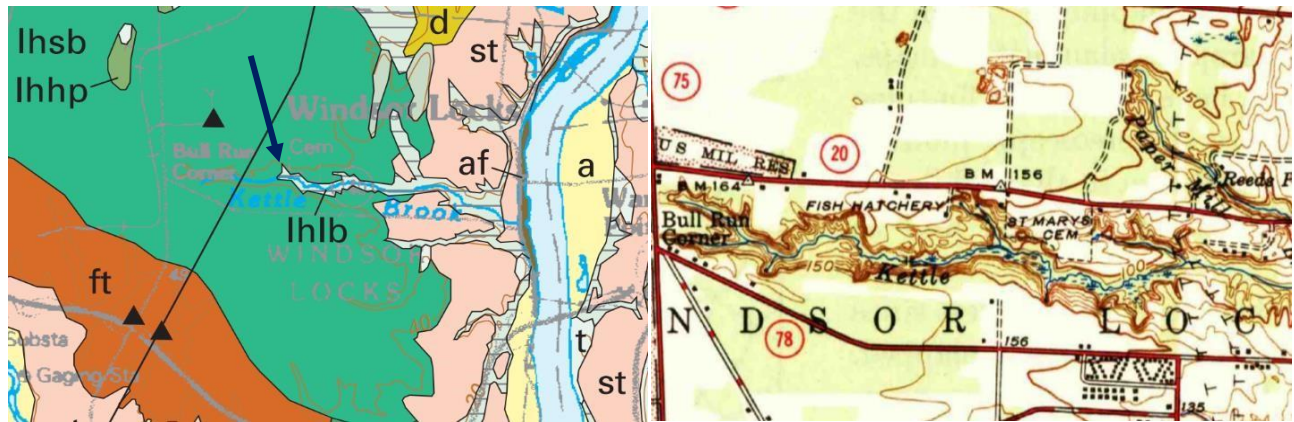
- Habitat for fish and other aquatic life and wildlife
- Potential drinking water supplies
- Recreation
- Navigation

-Water supply for industry and agriculture

However, the community is concerned that the pond has filled with sediment over time, which has led to excessive vegetative growth and the degradation of its ability to support aquatic life and provide recreational value to the community.

Spring Park Pond is located in the Town of Windsor Locks (Town) within a municipal park (Spring Park) where it forms the headwaters of an unnamed tributary to Kettle Brook. The pond is situated in a steep topographic depression near the boundary of the sandy Bradley International Airport delta deposits and the finer underlying Glacial Lake Hitchcock Lake bottom deposits. This combination of geology and topography appear to provide a favorable conduit for groundwater sources to emerge at this location and supply water to the pond. This may be reflected in historical topographic maps of the area, which depict two small pools ("springs") at the base of the slope abutting the northern shoreline of the contemporary pond. Although the pond may potentially also receive some direct surface inputs during wet weather, it has no true tributaries. The outlet of the pond is located at its southeast end where it is joined by a secondary channel from the northeast before discharging toward Kettle Brook.





The morphology of Spring Park Pond is simple and consists of a single basin. Slopes are gradual from the shoreline toward the center of the pond. Water depths are greatest in the center of the pond, with the deepest contours following a roughly west-northwest to east-southeast axis. Spring Park Pond reaches a maximum depth of 6.5 feet near its northwestern end. The average depth of the pond is approximately 3.5 feet and total volume is approximately 2.2 acre-feet.

Soft sediments are patchily distributed in Spring Park Pond with thickest deposits along the north-central, southwestern, and southeastern shorelines. The center of the pond and most of the northern shoreline is dominated by shallow deposits of soft sediments, underlain by hard-packed sands. The maximum soft sediment thickness in Spring Park Pond was measured to be 3.5 feet. The average soft sediment thickness is just over 1.0 feet and total volume of soft sediment in the pond is estimated to be approximately 1,060 cubic yards.