

TOWN OF WOLCOTT
REQUEST FOR PROPOSALS
26-03 HEALTH & WELFARE CONSULTANT

DO NOT CALL THE WOLCOTT TOWN HALL OR
THE WOLCOTT BOARD OF EDUCATION REGARDING THIS NOTICE

The Town of Wolcott, Connecticut, a community of approximately 16,725 located in New Haven County, requests proposals from qualified firms to serve as the Health & Welfare Consultant for the Town of Wolcott and the Wolcott Board of Education for the Fiscal Years 2026-2027, 2027-2028 and 2028-2029.

Requests for submission criteria should be emailed to bids@wolcottct.org. Please put "26-03 HEALTH & WELFARE CONSULTANT" in the subject line of email requests.

Proposals prepared in accordance with the submission criteria will be submitted in sealed envelopes and/or delivery containers clearly marked "26-03 HEALTH & WELFARE CONSULTANT" and will be delivered to the Finance Office, Wolcott Town Hall, 10 Kenea Ave., Wolcott, CT 06716, by 11:00 A.M., March 11, 2026. The proposals will be opened and read publicly in the Council Chambers, Wolcott Town Hall, immediately following the submittal closing time.

THE TOWN OF WOLCOTT IS AN EQUAL OPPORTUNITY EMPLOYER

Date issued: February 15, 2026

Request for Proposals

The Town of Wolcott, Connecticut, is accepting qualifications for the following:

26-03 Health and Welfare Consultant

All submissions shall be made in accordance with the materials supplied by

The Town of Wolcott
Finance Office
10 Kenea Avenue
Wolcott, CT 06716



Submissions will be received until **11:00 am, March 11, 2026.**

Natalie Clark
Accounting and Purchasing
Tel (203) 879-8100 ext 142
Email: bids@wolcottct.org
<https://wolcottct.org>

**TOWN OF WOLCOTT
REQUEST FOR PROPOSALS
26-03 HEALTH AND WELFARE CONSULTANT**

**DO NOT CALL THE WOLCOTT TOWN HALL FINANCE OFFICE OR THE WOLCOTT BOARD OF EDUCATION
WITH QUESTIONS REGARDING THIS NOTICE AND/OR INFORMATION PROVIDED IN THE RFP PACKAGE.**

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**Town of Wolcott
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**REQUEST FOR PROPOSALS
TOWN OF WOLCOTT, CT
26-03 HEALTH AND WELFARE CONSULTANT**

I. PROJECT SPECIFICATIONS

I.1 INTRODUCTION

The Town of Wolcott and its Board of Education, hereinafter referred to as the Town, is seeking to engage a qualified health insurance advisor for the purpose of providing direction and support to the Town for Fiscal Years 2026-2027, 2027-2028 and 2028-2029.

The Town is seeking an advisor for assistance with at minimum the following areas:

- Compliance with all relevant state and federal laws and regulations;
- Assistance with Healthcare Reform regulations;
- Two-way employee communications about Health Care benefits;
- Collective Bargaining related to Employee Health Care benefits;
- Procurement of health, dental, life, stop-loss, and Medicare supplemental insurance;
- Health Risk Management (including: wellness programs, incentives, adjusted premiums based on wellness efforts, cost containment, and other similar ideas); and
- Monthly claims and expense reporting, ad hoc reports, budget projections.

I.2 BACKGROUND

- The Town employs approximately 630 people including Board of Education; the Town provides health insurance (medical including prescription with dental and vision riders) for its current employees and retirees.
- The Town has 3 bargaining units for approximately 60 employees, and the Board of Education has 8 bargaining units for approximately 399 employees. Additionally, medical insurance for eligible, over 65 retirees is provided through a fully-insured Medicare Advantage Plan provided by Anthem as its third party administrator.

I.3 SCOPE OF SERVICES

The Town of Wolcott desires the successful firm to perform at minimum the following services:

A. Annual Cost Modelling

1. Assist the Town with its budget planning for health care costs by providing a preliminary estimate not later than February 1st of each plan year, with final renewal figures prior to the annual budget adoption (typically M).
2. Prepare and/or review and advise on provider contract renewals. Assist the Town with provider benefit renewals.
3. Assist the Town with reviewing claims data and determining cost impact of any coverage changes.

4. Prepare and manage requests for proposals (“RFPs”) for employee health care benefits, as requested by the Town or as recommended by the selected firm. Ensure that all qualified providers receiving RFPs are licensed by the State of Connecticut.
5. Should the Town elect to change carriers following the marketing process; manage services ensuring that the selected consultant provides benefits that are equivalent to or better than those currently in effect.

B. Advisement

1. Analyze and report utilization trends and cost. Provide ongoing recommendations for plan design changes, cost containment strategies, and cost sharing alternatives.
2. Assist the Town during collective bargaining with its employees. Provide supportive materials for collective bargaining and, if necessary, testimony before an arbitration panel or similar agency. Ensure accurate follow-through on all negotiated changes.
3. Advise and assist the Town in evaluating and selecting among coverage alternatives such as plan coverages, deductibles, co-payments, out of pocket payments, etc.
4. Make recommendations regarding stop-loss coverage and provide periodic alternative funding analyses.
5. Make presentations to various boards, commissions and employee groups regarding plan designs and/or plan changes, or as needed.
6. Assist in the selection and management of voluntary benefit plans made available to employees.
7. Provide routine group benefit and general healthcare consulting advice. Assist in establishing strategic plan for employee benefits.

C. Training and Compliance

1. Provide written updates and/or onsite training for new State or Federal legislation or judicial decisions that may impact the Town, and suggested action or changes in operations or procedures to assure compliance, inclusive of compliance training in governmental regulations where appropriate.
2. Provide advice on data retention practices, records retention and privacy issues (e.g. HIPAA).

D. Support

Provide a team of service representatives available to the Town on an on-going basis. Representatives must be available at all open enrollment meetings during the contract period to explain the plan and enroll Town employees in benefit programs. Representatives must be available for all plan design and cost containment planning meetings, research benefits questions, and provide advice to the Town as needed.

1. Review benefit coverage documents and invoices on a random audit basis, to assure coverage has been correctly issued and billed.
2. Assist the Town as requested in interpreting coverage as applied to claims, and assist the Town in resolving problems associated with benefit plan administration.
3. Provide assistance, materials and resources for wellness programs.
4. Assist and provide recommendations in order to fulfill compliance requirements of State and Federal regulations, statutes and mandates. (COBRA, HIPAA, Healthcare Reform, Affordable Care Act, etc.)
5. Review Summary Plan Descriptions and Summary of Benefits, and advise the Town as necessary.

E. Audits and Reports

1. Prepare an Annual Stewardship Report for the Town of Wolcott including a complete accounting of fees or commissions earned on the account, observations on relevant changes in the insurance market, views on loss exposures facing the Town, loss control activities and insurance policy summaries.

II. SUBMISSION REQUIREMENTS

Do not call the Wolcott Town Hall Finance Office or the Wolcott Board of Education with questions regarding this notice and/or information provided in this RFP package.

The Town will not be responsible for and hereby disclaims any alleged oral instructions of contract interpretations.

No firm may contact any other employee or elected or appointed official of the Town of Wolcott or the Wolcott Board of Education with respect to this RFP or the submission of a proposal.

II.1 SUBMISSION DUE DATE AND DELIVERY INSTRUCTIONS

Proposals prepared in accordance with the submission criteria, will be submitted in sealed envelopes, including mailing envelopes, will be clearly marked "26-03 Health & Welfare Consultant", and will be delivered to the Finance Office, Wolcott Town Hall, 10 Kenea Ave., Wolcott, CT 06716, by 11:00 A.M., March 11, 2026. Proposals received after this time or delivered to other locations will be disqualified.

Interested firms are required to submit one printed original and five (5) printed copies, as well as a copy provided on a USB drive.

Any modification or exception which a firm submits must be on a separate attachment, identified properly as such and properly signed.

The Town may invite a short list of responding firms for an interview based upon its review of the written submissions.

Unless otherwise indicated, qualifications that are submitted are assumed to be valid for one hundred twenty (120) days from the date that qualifications are due.

Firms using delivery services should allow for sufficient time to ensure the timely receipt and correct delivery location of their proposals. The Town is not responsible for the failure of delivery services to deliver the proposals to the correct location by the submittal closing time.

Questions and answers will be provided to all firms who have requested RFP packages. Questions may be presented until **4:00 P.M., March 5, 2026.**

To ensure the integrity of the public procurement process, all questions **must be emailed.** Phoned or verbal questions will not be addressed. Should a firm require clarification or interpretation of any item in the submittal and selection process, conditions, specifications, etc., the question should be e-mailed to bids@wolcottct.org.

The normal hours of operation of the Wolcott Town Hall are: Monday through Wednesday 8:00 A.M. to 4:30 P.M., Thursday 8:00 A.M. to 5:30 P.M. and Friday 8:00 A.M. to 12:00 noon. The Town reserves the right to change the final due date and time for the bids. In the event Town Hall is unexpectedly closed (ie. weather related, etc.) the bid opening will take place on the next business day, in the same location at the same time as originally stated.

II.2 DIRECTIONS FOR SUBMISSION

Submittals shall generally contain the following:

- a. A transmittal letter signed by the appropriate officer of the firm offering the submission and certifying that the submission and any costs included will remain in effect for 120 days after the due date.
- b. A concise and complete description of the work to be performed, including the following
 1. An explanation of your firm's understanding of the work, its approach to the work, and the level of detail that will be provided.
 2. A list of personnel who will be assigned to the work, including resumes for professionals expected to provide at least 20% of the person hours. Support staff contracted by your firm for this contract should additionally be included for review and consideration.
 3. A description of similar work which your firm has been involved in, including references.
 4. A summary of your firm as outlined in Section II.3 of this document.
- c. A fee schedule for the services; please note that evaluation and subsequent award of resultant contract is primarily based on qualifications and not solely based on fee schedule; however, the cost for your firm's services is one of the criteria outlined in this document. If your firm is selected for an interview, and as a result of the interview certain clarifications and adjustments need to be made to the fee schedule submitted, your firm will be allowed to adjust the fee schedule submitted if so directed by the Town.

It is assumed that fees will be provided per fiscal year, for the three fiscal years defined in Section I.1. Fee schedule shall also indicate any escalations to said fee (if applicable) for the next two (2) applicable fiscal years, in the event that the Town elects to retain the services for an additional two one-year engagements.

II.3 VENDOR INFORMATION

A. Vendor Overview

Please provide the following:

- The name and location of your company, including the office location that will be serving the Town.
- A brief general description of your business and your firm's particular abilities and qualifications related to this project.
- The number of years your company has been in business.
- Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
- The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).

B. Client Base

Provide specific reference information for at minimum three clients you have served, relevant to the work proposed, to include:

- Client name and location
- Starting date of service and completion date
- Contact name, title and telephone number

The references must be relevant to service in the last forty-eight (48) months, and shall include specific details on how the work represents a similar scope. Information on your firm's specific role must be included.

II.4 EVALUATION CRITERIA

Selection of firm(s) will be the responsibility of a committee consisting of Town designated representatives. The evaluation will be based upon the written submittals and selected presentations and interviews. The factors, which will be evaluated, include the following:

1. The specialized experience and technical competence of the individual(s) or firm(s) and its (their) assigned personnel, and its ability to work effectively together with its sub-consultants (if applicable) and Town staff.
2. The capacity and capability to perform the work within a reasonable time allotted.
3. The firm's knowledge of state and local procedures.
4. The firm's past record of performance, through review of references listed and any work previously performed with similarly-sized Connecticut municipalities.
5. The firm's ability to effectively communicate in public meetings.
6. The amount of relevant resources applied toward successful completion of the work described herein.
7. Clarity, organization, and effective presentation of submittal.
8. Fee schedule.

The Town may invite a short list of responding firms for an interview based upon its review of the written submissions.

II.5 ADDENDA

Revisions or addenda to the RFP: In the event it becomes necessary to revise or supplement any part of the RFP, the revision or supplement will be updated on the State of CT DAS website as well as provided to all prospective firms that have requested an RFP package via e-mail.

III. CONTRACT CONSIDERATIONS

III.1 EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, gender, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin or age.

Findings of noncompliance with applicable State and/or Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

III.2 INDEMNIFICATION

The awarded firm agrees to indemnify, defend, and save harmless, the Town of Wolcott, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the Town of Wolcott or its officers, agents or employees.

The Town, as a sovereign government, cannot indemnify businesses or individuals.

III.3 INVOICING AND PAYMENT

Invoices shall be paid promptly by the Town unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are Net 30 Days from receipt of properly executed invoice(s). The Town cannot make payments for "execution of contract" (payments due upon contract signing).

III.4 AWARD CONSIDERATIONS

The Town may reject any or all submissions for such reason as it may deem proper. In acceptance of qualifications or submittals, the Town will be guided by consideration of the interests of the Town. The Town also reserves the right to negotiate further with one or more of the firms as to any features of their qualifications or submittals and to accept modifications of the work and price when such action will be in the best interests of the Town.

The successful consultant will be expected to commence services as soon as possible upon award, as determined by the Town. It is expected that the successful consultant will take over the existing policies via "consultant of record" immediately after being selected by the Town of Wolcott. Any contract entered into by the Town and the successful consultant shall provide that the Town may terminate the contract upon thirty (30) days notice to the bidder.

Work performed under this contract shall be authorized via an engagement letter on an annual basis, with the engagement letter signed by both a designated authority from the awarded firm, the Mayor of the Town of Wolcott or his/her designee, and the Comptroller for the Town of Wolcott. Selection as the preferred proposal does not provide any contract rights to that consultant. Any such rights shall accrue only if and when the Town and the firm execute a binding contract. The Town reserves the right to negotiate with the successful consultant in any manner necessary to best serve the interests of the Town.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a submission for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Wolcott is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interests of the Town of Wolcott.

Unless otherwise noted within a submission, qualifications received in response to this document, including proposed fee schedules, are assumed to be valid and binding for one hundred twenty (120) days from receipt of the submission. If award is not made within such time, the submission can be deemed to be either no longer valid, or can be extended with mutual consent of the Town and the firm making submission.

Any documents/reports/data generated as a result of work under this contract shall become the property of the Town of Wolcott.

III.5 TERMINATION

Subject to the provisions below, the contract may be terminated by either party, upon thirty (30) days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the dated of termination, then this contract may be extended upon written approval by the Town until said work or services are completed and accepted.

A. Termination For Convenience

In the event that the contract is terminated or canceled upon request and for the convenience of the Town, without the required thirty (30) Days' advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.

B. Termination For Cause

Termination by the Town for cause, default or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days' advance notice requirement is waived in the event of termination by cause.

III.6 NON-APPROPRIATION OF FUNDS

Please note that any contract executed by the Town of Wolcott is subject to the appropriation of funds on an annual basis.

III.7 ADDITIONAL INFORMATION OR DOCUMENTATION

Provide samples of innovative changes made to plans of current clients that have resulted in savings.

Rates for any additional work that the consultant recommends beyond the original scope of services contained in this RFP should be submitted as a formal proposal.

The proposal should detail the requirements and the deliverables as well as a capped cost.

Information concerning any suits filed, judgments entered, or claims made against the firm during the last five years with respect to employee assistance program services provided by the consultant (b) or any declaration of default or termination for cause against the consultant with respect to such services.

In addition, state whether during the past five years your firm has been suspended from bidding or entering into any government contract.

The Town of Wolcott Ordinances #75 "Ordinance Establishing Uniform Standards Applicable to the Public Bidding Process" and #92 "Ordinance Concerning Delinquent Taxes and Denial of Permits, Town Contracts and Vendor Payments" will be in force for the purposes of the proposal evaluation. (see V. section)

III.8 INSURANCE

The Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the contract the following insurance coverage covering the Consultant and all of its agents, employees, and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Consultant's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Consultant's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-.

In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

Statutory Coverage, Employer's Liability

\$1,000,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.

Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000

Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.) A Waiver of Subrogation shall be provided

3) Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles

Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$5,000,000 each occurrence or per claim. The Town, its employees and agents shall be named Additional Insured for this specific Project. The certificate shall specify that the Town and Board of Education shall receive 30 days advance written notice of cancellation or non-renewal specific to this Project.

The Consultant agrees to maintain continuous professional liability coverage for the entire duration of the contract and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The Consultant shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The Consultant shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Consultant shall provide the Town copies of any such Policies upon request.

PRIOR TO CONTRACT, THE AWARDED FIRM SHALL PROVIDE PROOF OF COVERAGE

IV. SUBMISSION FORMS

TOWN OF WOLCOTT - TRANSMITTAL LETTER



26-03 HEALTH AND WELFARE CONSULTANT

Due Date: 11:00 am, March 11, 2026

Town of Wolcott
Finance Office
10 Kenea Avenue, 2nd Floor
Wolcott, Connecticut 06716

In accordance with the Town 's requirements, the undersigned agrees to provide services as defined herein.

The undersigned is familiar with the conditions surrounding this Request for Proposals, is aware that the Town reserves the right to reject any and all submissions, and is making submission without collusion with any other person, individual or corporate.

Witness

Signature

Company Name

Printed Name

Address

Title

Town

State Zip

Date

Federal ID #

Telephone Number

Email address

Cell Number

PLEASE POSITION THIS SCHEDULE AS THE FIRST PAGE OF YOUR SUBMITTAL

- **PROPOSAL FEE SCHEDULE**

Our proposal to provide Health and Welfare Benefits Consultant services is as follows:

Fiscal Year	(in numbers)	(in words)
2026-2027	\$ _____	_____
2027-2028	\$ _____	_____
2028-2029	\$ _____	_____
Total:	\$ _____	_____
2029-2030	\$ _____	_____
2030-2031	\$ _____	_____

**Town of Wolcott, CONNECTICUT
NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

The contents of the proposal have not been communicated by the vendor, its' employees or agents to any person not an employee or agent of the vendor or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities to any official or employee of the Town of Wolcott responsible for awarding or administering this bid or contract.

Please complete and sign

Legal Name of Bidder _____

Business Address: _____

Name of Authorized Agent: _____

Title: _____ Phone: _____ Cell Phone: _____

Signature: _____ Date: _____

STATEMENT OF POLICY

It is the employment policy of _____ (this "Firm") that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age, in the hiring, upgrading, demotion, recruitment, termination, and selection for training. In addition, this Firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statues noted above.

Name of Firm: _____

Address: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____ Phone: _____

Cell Phone: _____ Email: _____

V. TOWN ORDINANCES REGARDING BIDDING PROCESS

ORDINANCE 75

AN ORDINANCE ESTABLISHING UNIFORM STANDARDS APPLICABLE TO THE PUBLIC BIDDING PROCESS BE IT ORDAINED THAT:

SECTION 1

STATEMENT OF PURPOSE

The purpose of this ordinance shall be:

To establish uniform standards and to clarify those procedures which shall apply to the award of all municipal contracts which are subject to the Public Bidding Procedure provided in Section 707(c) of the Charter of the Town of Wolcott.

In recognition of the compelling need to stimulate the economy and to enlarge the tax base of the Town of Wolcott, to provide, as part of said uniform standards and procedures, a preference to Town-Based Businesses, as hereinafter defined, in the awarding of certain municipal contracts in an amount not exceeding Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

SECTION 2

STANDARDS AND PROCEDURES APPLICABLE TO THE AWARD OF ALL MUNICIPAL CONTRACTS PURSUANT TO SECTION 707(c) OF THE CHARTER

Subject to the special procedure hereinafter provided in Section 3 of this ordinance, any contract awarded as a result of the Public Bidding Procedure provided in Section 707(c) of the Charter shall be awarded to the lowest responsible qualified bidder unless the Municipal Finance Officer shall determine in writing that to do so would not be in the best interests of the Town of Wolcott.

In making said determination, the Municipal Finance Officer shall be guided by the following considerations:

The ability, capacity and skill of the bidder to perform the contract or to provide the service required.

Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

The character, integrity, reputation, judgment, experience and efficiency of the bidder.
The quality of performance by the bidder of previous contracts or services.

The previous and existing compliance by the bidder with those federal or state statutes and local ordinances, if any, relating to the contract or service.

The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service. The quality, availability and adaptability of the supplies, or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service for the subject of the contract.

(C) The Municipal Finance Officer may require a performance bond as a condition before entering into any contract in such amount as said Officer shall find reasonably necessary to protect the interests of the Town.

SECTION 3

SPECIAL PROCEDURE APPLICABLE TO BIDS SUBMITTED BY TOWN-BASED BUSINESSES

Town-Based Business: For the purposes of this ordinance, "Town-Based Business" shall mean any organization having its principal place of business located within the Town of Wolcott. To be considered a Town-Based Business eligible for the benefits provided in this Section, any bidder must submit, in addition to a bid, evidence satisfactory to the Municipal Finance Officer that said business in fact has its principal location within the Town of Wolcott. Such evidence may include, but is not limited to, the long term lease or ownership of business property from which said business is operated or the payment of property taxes on the personal property of said business to be used in the performance of the bid.

Determination of the Lowest Responsible Qualified Bidder: The lowest responsible qualified bidder shall be determined in the following order:

(1) Subject to the standards provided in Section 2(B) of this ordinance, any Town-Based Business which is a responsible and qualified bidder and which has submitted a bid in an amount not more than five-percent (5%) higher than the low bid shall be awarded the contract in the amount of the low bid.

If no Town-Based Business has submitted a bid in an amount not more than five-percent (5%) higher than the low bid, then, subject to the standards provided in Section 2(B) of this ordinance, the contract shall be awarded to the lowest responsible qualified bidder.

If more than one responsible and qualified Town-Based Business has submitted a bid in an amount not more than five-percent (5%) higher than the low bid, then, subject to the standards provided in Section 2(B) of this ordinance, the lowest responsible qualified bidder shall be that one of the Town-based bidders which has submitted the lowest bid who shall then be awarded the contract in the amount of the low bid.

(C) Limitations and Exceptions: The bidding procedure provided in this Section shall apply to the award of all municipal contracts which are subject to the Public Bidding Procedure provided in Section 707(c) of the Charter except for the following:

Those of such contracts in an amount which is in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00). Those of such contracts which are funded, entirely or in part, by State or Federal grants-on-aid.

SECTION 4

INVITATIONS TO BID

All invitations to bid extended to prospective bidders in the award of all municipal contracts subject to the Public Bidding Procedure provided in Section 707(c) of the Charter shall include a reference to and shall be issued subject to the provisions of this ordinance.

SECTION 5

SEVERABILITY

If any provision of this ordinance is declared invalid, that decision shall not affect the remaining provisions of this ordinance, which shall continue in full force and effect.

SECTION 6

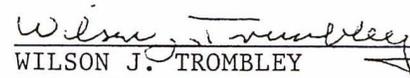
EFFECTIVE DATE

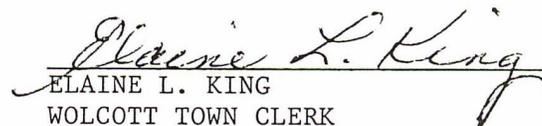
This ordinance shall be effective thirty (30) days after publication as required by Section 7-157 of the Connecticut General Statutes, as amended.

Approved by the Town Council, Town of Wolcott, this 20th day of September, 1994.


EUGENE A. MIGLIARO, JR.
MAYOR, TOWN OF WOLCOTT
DATE: 9-20-94


STEVEN P. BOSCO
CHAIRMAN, WOLCOTT TOWN COUNCIL
DATE: 9/20/94


WILSON J. TROMBLEY
WOLCOTT TOWN ATTORNEY
DATE: 9-20-94


ELAINE L. KING
WOLCOTT TOWN CLERK
DATE: 10/27/94

Date Published: **September 27, 1994**

Effective Date: **October 27, 1994**

ORDINANCE 92

ORDINANCE CONCERNING DELINQUENT TAXES AND DENIAL OF PERMITS, TOWN CONTRACTS AND VENDOR PAYMENTS

BE IT ORDAINED by the Town Council of the Town Wolcott, in a meeting duly assembled, that the following ordinance is adopted:

PREAMBLE

The purpose of the following Ordinance is to establish fair and equitable guidelines for all taxpayers and to aid in the efficient operation of municipal government and its agencies within the Town of Wolcott. It is the intent of the Town of Wolcott that all taxes must be paid in full before any Contract is awarded, permits are issued, or vendors are paid. It is not the intent of this Ordinance to punish or penalize any taxpayer but rather to be fair to all paying taxpayers by encouraging the payment of outstanding taxes.

SECTION 1:

For the purpose of this ordinance, the following definitions shall apply:

"Delinquent amounts" shall refer to any delinquent real or personal property taxes, any delinquent sewer assessments or usage charges, or any delinquent water "" assessments or usage charges; and any interest, fees and charges thereon.

"Person" shall mean any individual, firm, company, limited liability company, partnership, association, society, corporation, group, or other entity or any officer, director, member (managing or otherwise), stockholder, agent, or partner of said firm, company, limited liability company, partnership, association, society; corporation, group or other entity.

SECTION 2:

No official or agent of the Town of Wolcott, or any member of any board, office, department, commission or agency thereof shall issue a certificate of occupancy, zoning, building, inland wetlands, driveway or any other permit for the use of or improvements to real property to any owner thereof or other applicant from whom any delinquent amounts are owed to the Town of Wolcott or for any real property for which any delinquent amounts are owed to the Town, except as provided in Section 4 below.

At the time any such application for a certificate or permit is filed, the applicant shall submit to the appropriate Town Official having authority to issue such certificate or permit, sufficient written evidence from the Wolcott Tax Collector that there are no delinquent amounts due to the Town from the owner of the real property for which said application is made and from the applicant if other than the owner.

This section shall not be deemed to apply to those applications for permits which involve repair or construction work ordered by a public agency or for emergency work to be performed for public health and/or safety concerns, nor shall it apply to those applicants who are making improvements to their real property with loans or grants received under any State and/or Federal rehabilitation programs.

SECTION 3:

No payment shall be made by the Treasurer of the Town of Wolcott or by any other Town Official, department head, employee, board, commission or agency to any person who has sold goods or provided services to the Town or to any board, office, department, commission or agency thereof, if, at the time said payment is due, it is determined that said person owes delinquent amounts to the Town, provided that no such payment to be withheld shall exceed the delinquent amounts owed at the time of the withholding. Any such sums withheld pursuant to this section shall be paid to the Tax Collector and applied against the outstanding delinquent amounts owed by such person, first to any outstanding interest, fees and charges and then to the outstanding principal balance. This section shall not apply to the payment of wages to employees of the Town of Wolcott, or any board, office, department, commission, or agency thereof.

SECTION 4:

Notwithstanding anything provided hereinbefore to the contrary, no certificate or permit under Section 2 hereof shall be withheld if the person owing said delinquent amounts has entered into a written agreement with the Town of Wolcott, by and through the Wolcott Tax Collector, which shall provide for an immediate payment to the Town of all outstanding interest, fees and charges included in said delinquent amounts and at least one half of the principal balance owed, and a payment plan requiring the balance of said delinquent amounts to be paid in equal monthly installments over a period of no greater than twenty-four months from the date of said agreement. In the event any person owing delinquent amounts is unable to enter into such agreement with the Tax Collector as a result of severe financial hardship, such person may propose to said Tax Collector an alternate method for paying said delinquent amounts which, if acceptable to the Tax Collector, shall be subject to the approval of the Town Council. In either event, interest shall continue to accrue on said delinquent amounts at the rate allowed by law. Any such payment agreement shall be in addition to, and not in lieu of, any and all other collection methods and remedies available to the Tax Collector as allowed by law.

In the event any person enters into a written agreement with the Tax Collector as provided hereinbefore, or proposes an alternate method of paying said delinquent amounts which proposal is acceptable to the Tax Collector and approved by the Town Council, proof of any such agreement or approval shall be delivered to the appropriate Town Official having authority to issue such certificate or permit prior to the issuance of such certificate or permit.

The exception provided in paragraph (A) of this section and any agreement entered into pursuant thereto shall be for the sole purpose of allowing a person owing delinquent amounts to obtain a certificate or permit and shall not in any way constitute, or to be construed to constitute, an agreement by the Town of Wolcott or the Tax Collector to forebear the collection of said delinquent amounts during the period of the approved monthly payment plan. The Tax Collector shall continue to have the right to exercise all powers allowed by law to collect said delinquent amounts sooner than set forth in said agreement and at no time shall the Town be required to stay or forestall any other collection methods or remedies during such period.

SECTION 5:

If the "Person" as defined in Section 1 (b) owes any money to the Town of Wolcott, said person shall be deemed ineligible to bid any municipal project until such time as payment is made or arrangements are made in accordance with Section 4 (C) supra.

SECTION 6:

The Treasurer and Tax Collector of the Town of Wolcott shall coordinate their activities so that the purpose and intent of this ordinance may be carried out. All other officials, department heads and employees of the Town shall coordinate their activities with those of the Tax Collector and Treasurer in a like manner.

SECTION 7:

Any person entering into any contract with the Town of Wolcott or doing business with the Town shall be deemed to have expressly consented and agreed to the terms of Section 3 of this ordinance which terms shall become an integral part of the contract or agreement between such person and the Town, even if not specifically set forth in said contract or agreement.

SECTION 8:

All invitations to bid extended to prospective bidders in the award of municipal contracts subject to the public bidding procedure provided in Section 707 (c) of the Town of Wolcott Charter shall include a reference to this ordinance provided, however, that the failure of any invitation to bid to include such reference shall in no way affect the validity of the invitation or the applicability of this ordinance.

SECTION 9:

If any provision of this ordinance is declared invalid, the remaining provisions hereof shall continue in full force and effect.

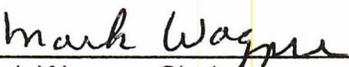
SECTION 10:

The ordinance entitled "Ordinance Concerning Delinquent Taxes and Denial of Permits, Town Contracts, and Vendor Payments", (#77), which was enacted by the Town Council on April 16, 1996 is hereby repealed on the effective date of this ordinance (#92). This ordinance was approved at a Regular Meeting by the Wolcott Town Council on September 2, 2008 and becomes effective on September 26, 2008.



Thomas G. Dunn, Mayor
Town of Wolcott

9-3-08
Date



Mark Wagner, Chairman
Wolcott Town Council

9-2-08
Date

CERTIFICATION

I, Dolores C. Slater, Town Clerk for the Town of Wolcott, do hereby certify that the above is a true and correct copy of Ordinance #92 adopted by the Town Council at its regular meeting on September 2, 2008 in which a quorum was present and acting throughout and that the ordinance has not been modified, rescinded, or revoked and is at present in full force and effect.

Dolores C Slater
Dolores C. Slater, Town Clerk

9-3-2008
Date

Dolores C. Slater, Town Clerk Date

Public Hearing Date: September 2, 2008 - Approved by Town Council: September 2, 2008

Date Published: September 5, 2008

Effective Date: September 26, 2008 (21 days after publication)