REQUEST
FOR PROPOSALS FOR
AN OWNER’S REPRESENTATIVE FOR
A SCHOOL MODERNIZATION PLAN

RFP # 1920-16
LEGAL NOTICE

TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS

Owner’s Representative for a School Modernization Plan
RFP # 1920-16

The Town of Cheshire will receive sealed proposals from qualified firms to provide Owner’s Representative Services for the planning, development and implementation of a School Modernization Plan for the Cheshire Public Schools until 11:30am on Thursday, March 12, 2020. At that time proposals will be opened in public and read aloud.

A Non-Mandatory Pre-Proposal Conference will be held on Wednesday, February 19, 2020 at 6:30PM in Cheshire Town Hall Council Chambers located at 84 South Main Street, Cheshire CT 06410.

The documents comprising the Request for Proposals may be obtained on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals”. Questions regarding the proposal may be directed to Ms. Arnett Talbot, Assistant Town Manager at atalbot@cheshirect.org

The Town of Cheshire reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.
The Town of Cheshire is seeking a qualified firm to provide Owner’s Representative Services for the planning, development and implementation of a School Modernization Plan for the Cheshire Public Schools. The firm will work under the direction of and provide guidance and support services as needed to a School Modernization Committee (the “Committee”) that consists of 3 members of the Town Council, 3 members of the Board of Education and 7 members from our community. The desire is to select a firm that has the experience and capability to work through multiple phases of the school modernization effort beginning with Discovery and Assessment through Option Development; Option Selection and Public Outreach; and School Construction Grant Assistance, as described in the Specifications Section of this document.

One (1) original and two (2) copies of sealed proposals must be received in the Cheshire Town Hall, Town Manager’s Office, Room 221, 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (the “Town”) will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals (“RFP”) may be obtained on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals”. Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.

This Request for Proposals (“RFP”) includes:
- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer’s Non Collusion Affidavit
- Proposer’s Statement of References
- Addenda, if any
1. **INTRODUCTION**

The Town of Cheshire (the “Town”) is soliciting proposals from qualified firms to provide Owner’s Representative Services for the planning, development and implementation of a School Modernization Plan for the Cheshire Public Schools. The selected firm will work under the direction of and provide guidance and support services as needed to a School Modernization Committee (“Committee”) that consists of 3 members of the Town Council, 3 members of the Board of Education and 7 members from our community. The desire is to select a firm that has the experience and capability to work through multiple phases of the school modernization effort beginning with Discovery and Assessment followed by Option Development; Option Selection and Public Outreach; and School Construction Grant Assistance, as described in the Specifications Section of this document.

This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. Proposers are prohibited from contacting any Committee Member, Town or School employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer’s failure to comply with this requirement may result in disqualification.

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. **RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT**

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in its best interest. Any such action shall be effected by a posting on the Town’s website, www.cheshirect.org, under “Proposals & RFP’s.” Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years.
3. **KEY DATES**

Non-Mandatory Pre-Proposal Conference: Wednesday, February 19, 2020 at 6:30pm  
Proposal Opening: Thursday, March 12, 2020 at 11:30am  
Firm Interviews: Wednesday, March 18, 2020 (Selected Firms Only, to be scheduled as needed)  
Preliminary Notice of Award: Wednesday, April 1, 2020  
Contract Execution: Friday, April 17, 2020

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. **OBTAINING THE RFP**

All documents that are a part of this RFP may be obtained on the Town’s website, www.cheshirect.org, under “Proposals & RFP’s”.

5. **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the Cheshire Town Hall, Town Manager’s Office, Room 221,” 84 South Main Street, Cheshire, CT 06410 prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do NOT satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will NOT accept late proposals.

One (1) original and two (2) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer’s name, the proposer’s address, the words "PROPOSAL DOCUMENTS,” and the Proposal Title, Proposal Number and Proposal Opening Date. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as “SAME” shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers’ qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.
6. **QUESTIONS AND AMENDMENTS**

Questions concerning the process and procedures applicable to this RFP are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Louis Zullo  
Department: Town Manager’s Office  
E-mail: izullo@cheshirect.org  
Fax: 203-271-6639

Questions concerning this RFP’s Specifications are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Ms. Arnett Talbot, Assistant Town Manager  
Department: Town Manager’s Office  
E-mail: atalbot@cheshirect.org, with a copy to: vmasciana@cheshire.k12.ct.us

**Proposers are prohibited from contacting any other Town or School employee, Committee members, officer or official concerning this RFP. A proposer’s failure to comply with this requirement may result in disqualification.**

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer’s questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town’s website, www.cheshirect.org, under “Proposals & RFP’s.” **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. **ADDITIONAL INFORMATION**

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town, in its sole discretion, deems desirable.

8. **COSTS FOR PREPARING PROPOSAL**

Each proposer’s costs incurred in developing the proposal are its sole responsibility, and the Town shall have no liability for such costs.
9. **OWNERSHIP OF PROPOSALS**

All proposals submitted become the Town’s property and will not be returned to proposers.

10. **FREEDOM OF INFORMATION ACT**

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer’s responses may contain financial, trade secret or other data that it claims should not be public (the “Confidential Information”). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer’s Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not limited to appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. **REQUIRED DISCLOSURES**

In its Proposal Form each proposer must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this RFP, including but not only any of the Contract Terms contained in Section 26, below;

- If it is listed on the State of Connecticut’s Debarment List;

- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;

- All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) have been involved within the last ten (10) years;

- All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and

- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other
offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

A proposer’s acceptability based on these disclosures lies solely in the Town’s discretion.

12. **REFERENCES**

Each proposer must complete and submit the **Proposer’s Statement of References** form included in this RFP.

13. **LEGAL STATUS**

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State’s Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer’s legal status.

14. **PROPOSAL (BID) SECURITY**

*NOT APPLICABLE TO THIS RFP*

15. **PRESUMPTION OF PROPOSER’S FULL KNOWLEDGE**

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer’s failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town’s website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of providing the work and/or services to achieve the Town’s objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. **SUBSTITUTION FOR NAME BRANDS**

*NOT APPLICABLE TO THIS RFP*

17. **TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.
18. **INSURANCE**

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

19. **PERFORMANCE SECURITY**

    NOT APPLICABLE TO THIS RFP

20. **DELIVERY ARRANGEMENTS**

The successful proposer shall deliver the items that are the subject of the RFP, at its sole cost and expense, to the location(s) listed in the Specifications.

21. **AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most RFPs, it will not be the only basis for award. Due consideration may also be given to a proposer’s experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town’s interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

If the lowest proposer meets all specifications, is responsive, and, if applicable, qualified, but the proposal is not acceptable to the Town Manager or, if applicable, the Public Building Commission or the Board of Education, the matter must be referred to the Town Council for its decision on whether to reject all proposals, to accept a higher proposal, or to take such other action as may be in the Town’s best interests.

Please see Specifications section below regarding required materials to be submitted and evaluation criteria and procedures.
The Town will select the proposal that it deems to be in the Town’s best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Preliminary Notice of Award and Contract Execution dates in Section 3’s Key Dates are anticipated, not certain, dates.

**22. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY**

Each proposer must submit a completed Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

**23. NONRESIDENT REAL PROPERTY CONTRACTORS**

*NOT APPLICABLE TO THIS RFP*

**24. COMPLIANCE WITH IMMIGRATION LAWS**

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act (“IRCA”) and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney’s fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this provision, whether or not a
lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. **NON COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Proposer’s Non Collusion Affidavit that is part of this RFP.

26. **CONTRACT TERMS**

The following provisions will be mandatory terms of the Town’s Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

a. **DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the successful proposer’s malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer’s obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer’s insurance.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer’s obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers’ compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

**As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.**

b. **ADVERTISING**

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town’s prior written approval.
If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town’s permission to the successful proposer to do so is not a statement about the quality of the successful proposer’s work or the Town’s endorsement of the successful proposer.

c. **W-9 FORM**

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

d. **PAYMENTS**

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.

e. **TOWN INSPECTION OF WORK**

The Town may inspect the successful proposer’s work at all reasonable times. This right of inspection is solely for the Town’s benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

f. **REJECTED WORK OR MATERIALS**

The successful proposer, at its sole cost and expense, shall remove from the Town’s property rejected items, commodities and/or work within 48 hours of the Town’s notice of rejection. Immediate removal may be required when safety or health issues are present.

g. **MAINTENANCE AND AVAILABILITY OF RECORDS**
The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, State and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, State and federal representatives during that time.

h. **SUBCONTRACTING**

The successful proposer shall not subcontract, transfer or assign all or any portion of its obligations under the Contract unless approved in advance by the Town.

i. **PREVAILING WAGES**

*NOT APPLICABLE TO THIS RFP*

j. **PREFERENCES**

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in New Haven County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

k. **WORKERS COMPENSATION**

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers’ compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. **SAFETY**

The successful proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

m. **COMPLIANCE WITH LAWS**

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.
n. **LICENSES AND PERMITS**

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

o. **AMENDMENTS**

The Contract may not be altered or amended except by the written agreement of both parties.

p. **ENTIRE AGREEMENT**

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

q. **VALIDITY**

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

r. **CONNECTICUT LAW AND COURTS**

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

s. **NON-EMPLOYMENT RELATIONSHIP**

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.
END OF STANDARD INSTRUCTIONS TO PROPOSERS
TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS FOR
OWNER’S REPRESENTATIVE FOR SCHOOL MODERNIZATION PLAN
RFP# 1920-16

SPECIFICATIONS

1. Overview and Background

There are currently eight [8] school buildings used by the Cheshire Public School district; the age, use and approximate current enrollment of each is summarized in the table below:

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Year Built</th>
<th>Age</th>
<th>Grades</th>
<th>Current Student Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Humiston School / Central Office</td>
<td>1912</td>
<td>108</td>
<td>Alt 9-12</td>
<td>30</td>
</tr>
<tr>
<td>Darcey School</td>
<td>1947</td>
<td>73</td>
<td>Pre-K</td>
<td>102</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>K</td>
<td>81</td>
</tr>
<tr>
<td>Chapman Elementary School</td>
<td>1950</td>
<td>70</td>
<td>K-6</td>
<td>316</td>
</tr>
<tr>
<td>Cheshire High School</td>
<td>1951</td>
<td>69</td>
<td>9-12</td>
<td>1410</td>
</tr>
<tr>
<td>Norton Elementary School</td>
<td>1955</td>
<td>65</td>
<td>K-6</td>
<td>417</td>
</tr>
<tr>
<td>Dodd Middle School</td>
<td>1958</td>
<td>62</td>
<td>7-8</td>
<td>651</td>
</tr>
<tr>
<td>Doolittle Elementary School</td>
<td>1962</td>
<td>58</td>
<td>K-6</td>
<td>437</td>
</tr>
<tr>
<td>Highland Elementary School</td>
<td>1971</td>
<td>49</td>
<td>K-6</td>
<td>738</td>
</tr>
</tbody>
</table>

In 2015, the Cheshire Public Schools hired a design firm that helped to develop a Facility Master Plan for the schools that included detailed Physical Needs Assessments for each of the 8 buildings and an enrollment study with 10 year enrollment projections. That effort concluded in January 2017, at which point the Cheshire Board of Education approved an overall Master Plan that was presented to the public. Due to a number of factors including the projected overall cost of implementation, the plan was not adopted by the Cheshire Town Council and, therefore, was not sent to a referendum vote by the public for any specific building projects.

While the 2017 Plan did not go forward, there was agreement that a long-term plan was needed for our aged buildings which serve both as our schools as well as social and recreational hubs for our community. In the Fall of 2019, the Committee was established by a collaborative effort of the Cheshire Town Council and the Cheshire Board of Education. The Committee is comprised of 13 members from the Cheshire Community – 3 from the Town Council, 3 from the Board of Education and 7 members of the Public.

The Committee is tasked with developing recommendations for modernizing our schools that will address the educational needs of CPS students in the 21st century while considering the fiscal impact on the residents of Cheshire. The Committee will consider available options to upgrade the school facilities, which may include new construction, renovating existing facilities, closing and repurposing facilities, and other creative, viable proposals. Ultimately, the Committee shall present their recommendations to the Town Council and the Board of Education as soon as completed but not later than September 15, 2020.

In line with the above, the Town of Cheshire has issued this RFP to identify the best qualified firms to provide comprehensive Owner’s Representative services to the Committee for the development of a Modernization Plan that will address the aging infrastructure of the Town’s school system. The selected
firm will work alongside the Committee to provide expertise and oversight, as needed, in an effort to develop and assess all viable options and guide the course of action(s) in developing the Modernization Plan.

2. SCOPE OF SERVICES
The Committee anticipates that the provision of services will include, but not necessarily be limited to, the following tasks:

1. Provide consultation services by working closely with the Committee to evaluate existing conditions of the CPS facilities, including the use of previously developed assessments and reports, and develop a Modernization Plan.
2. Assist in the development and making presentations to the Cheshire community and all appropriate Town bodies including, but not limited to the Public Building Commission, the Board of Education, the Town Council, the Planning and Zoning Commissions, and others in conjunction with the Town’s architects, engineers, and construction managers etc. where appropriate.
3. In the event of a successful referendum vote, potentially serve as the Owner’s Representative for approved building projects including working with the CT State Department of Education, Bureau of Grants Management, the CT State Department of Administrative Services, Division of Construction Services Office of School Facilities, the members of the Public Building Commission, and all appropriate Town and Board of Education staff on all aspects of the School Project, including the grant and reimbursement application and management process.
4. The owner’s project manager is prohibited from working on the project in additional capacities (e.g., as an architect, construction manager, engineer, or in the trade packages).

Specifically, for the next 6-8 months the Committee anticipates that the provision of services will include, but not necessarily be limited to, the following:

Pre-Referendum Phase I: Discovery and Assessment (estimated March – April 2020)
1. Review the provided information as referenced in the “additional information” section below.
2. Identify any weaknesses or gaps in the provided information, and manage any identified areas of additional study.
3. Assist, as needed, in the development of a comprehensive, demographic-focused, 10-year enrollment projection.
4. Analyze the results of the enrollment projection to determine future space requirements.

Pre-Referendum Phase II: Option Development (estimated April – June 2020)
1. Develop project options and priority, including but not limited to: new construction, renovation of existing facilities, re-districting and/or closing existing facilities.
2. Develop estimate of total cost for each option, and schedule with milestones that includes each of the eight [8] school facilities.
3. Review site options for priority project option(s), if applicable.
5. At the conclusion of this Phase, it is the intention of the Committee to select the most viable option for presentation to the Cheshire Town Council and Board of Education for potential approval.

Pre-Referendum Phase III: Refinement of Preferred Option(s) and Marketing (estimated July-November 2020)
1. Refine selected option/project.

2. Develop a comprehensive plan to assist the Committee in marketing and advertising the selected priority project and Modernization Plan to the public, Town Council, Board of Education and other groups, as necessary.

3. Assist the Town in the procurement of professional services, if needed, including but not limited to:
   a. Architecture & Engineering firm for the development of conceptual plans and narrative to serve as a basis of design for the selected option.
   b. Geotechnical
   c. Hazardous Material
   d. Phase I Environmental Site Assessment
   e. Wetlands Assessments
   f. Energy efficiency options, including high performance building standards, LEED and NetZero
   g. Third-party cost estimating

4. Assist in the development of the education specifications for the priority option.

5. Develop a detailed total budget and schedule for the priority project.

6. Assist the Committee, as needed, to develop a Referendum Package

Post-Referendum Phase I: Assistance with State of Connecticut Submissions

1. Develop the OSCG&R O49 Grant Application

2. Submit Grant Application to the State of Connecticut

3. DESIRED QUALIFICATIONS

The Committee expects each respondent to meet at least the following minimum qualifications:

1. The Owner’s Representative must have demonstrated experience as a construction manager, owner’s representative, or architect in the completion at least two (2) school construction projects in Connecticut, with a budget of at least $25 Million each, in the last ten (10) years.

2. The Owner’s Representative must have demonstrated owner’s representative, project management, and/or construction management experience a minimum of $150 Million in State-approved projects.

3. The Owner’s Representative must have demonstrated strong owner’s representative and project management skills, including but not limited to, extensive construction experience, change order evaluation, critical path scheduling and budget oversight. The selected firm must demonstrate the ability to work collaboratively with towns, school boards, building committees, architects and construction managers.

4. The project will be subject to requirements of the State of Connecticut Department of Administrative Services, Office of School Construction Grants and the Department of Education, Bureau of Grants Management. Candidates shall demonstrate project experience working with and extensive knowledge of these agencies and their requirements.

4. SUBMISSION REQUIREMENTS

Written proposals should include, at a minimum, the following information:

1. Relevant Project Experience
   a. Reference a minimum of three [3] relevant projects of similar scope and scale in which your Firm was engaged as an Owner’s Representative. Include the project name, location, key metrics (cost and size), brief description of project scope and Client contact/reference.
2. Proposed Project Team
   a. Provide an organizational chart and detailed account of roles and responsibilities for all persons from your firm who will be assigned to this project. Include level of commitment for each person to this project through November 2020. Identify who will serve as the main Point of Contact between your firm and the Committee.
   b. For all persons identified in the organizational chart, provide a resume which includes, at a minimum, the following information:
      i. Background and years of experience at the firm
      ii. Credentials and relevant experience on projects of similar scope and scale
      iii. Other, concurrent project/commitments through November 2020.

3. Project Approach Narrative
   a. Include your project understanding, approach and methodology and any key elements or factors, which differentiate your firm from others.
   b. Summarize your understanding of the reference information provided, and detailed below.

4. Interview:
   a. Firms selected for interviews will be notified via email no later than 03/15/2020. On 03/18/2020, selected firms will make a presentation of no more than 30 minutes to the Committee and other select Town Council and Board of Education officials to demonstrate: experience, project understanding, approach/methodology and/or any other key elements or factors that separate the firm from others.

Additional Information

- Proposers are provided with the following information for reference:
  - Cheshire Public Schools Facility Analysis
  - Enrollment and Demographic Report
  - Educational Programming Issues
  - Cheshire Public Schools 5-year Capital Plan
  - 2018-2019 School Year Elementary Classroom Inventory
  - School Data Information Sheet
  - Roof Schedule as of December 2019

END OF SPECIFICATIONS
TOWN OF CHESHIRE, CONNECTICUT
INSURANCE REQUIREMENTS FOR
OWNER’S REPRESENTATIVE FOR SCHOOL MODERNIZATION PLAN
RFP# 1920-16

Insurance Requirements/Standard Service Contract

Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an “A-” VIII policyholders rating according to Best Publication’s latest edition Key Rating Guide.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Each Occurrence</th>
<th>General Aggregate</th>
<th>Products/Completed Operations Aggregate</th>
<th>(Minimum Limits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability*</td>
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<tr>
<td>Auto Liability*</td>
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<tr>
<td>Umbrella*</td>
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<tr>
<td>(Excess Liability)</td>
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<td>$1,000,000</td>
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</tbody>
</table>

* “The Town of Cheshire” shall be named as “Additional Named Insured”. Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation to be provided.

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers’ Compensation and WC Statutory Limits
<table>
<thead>
<tr>
<th>Employers’ Liability</th>
<th>EL Each Accident</th>
<th>EL Disease Each Employee</th>
<th>EL Disease Policy Limit</th>
</tr>
</thead>
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Original, completed Certificates of Insurance must be presented to the Acting Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

END OF INSURANCE REQUIREMENT
TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS FOR
OWNER’S REPRESENTATIVE FOR SCHOOL MODERNIZATION PLAN
RFP# 1920-16

PROPOSAL FORM

PROPOSER’S FULL LEGAL NAME: _______________________________________________

Proposal 1 – To provide Owner’s Representative Services for Pre-Referendum Phase I:
Discovery & Assessment and Pre-Referendum Phase II: Option Development as described in
the Specifications Section:

To provide the products and/or services specified in, and upon the terms and conditions of, the
Request for Proposals for the total sum of ________________________________
_____/100 Dollars (write out in words) ($___________________).

Proposal 2 – To provide Owner’s Representative Services for Pre-Referendum Phase III:
Refinement of Preferred Option(s) and Marketing as described in the Specifications Section:

To provide the products and/or services specified in, and upon the terms and conditions of, the
Request for Proposals for the total sum of ________________________________
_____/100 Dollars (write out in words) ($___________________).

Proposal 3 – To provide Owner’s Representative Services for Post-Referendum Phase I:
Assistance with State of Connecticut Submissions as described in the Specifications Section:

To provide the products and/or services specified in, and upon the terms and conditions of, the
Request for Proposals for the total sum of ________________________________
_____/100 Dollars (write out in words) ($___________________).

Optional Proposal – Interested Proposers may make an alternate proposal:

1) Description and details of Alternate Proposal Scope:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2) Pricing for Alternate Proposal Scope:

To provide the products and/or services specified in, and upon the terms and conditions of, the
Request for Proposals for the total sum of ________________________________
_____/100 Dollars (write out in words) ($___________________).
Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of __________________________ $_________________.

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. **Exceptions to the RFP**
   
   _____ This proposal does not take exception to any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

   OR

   _____ This proposal takes exception(s) to certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. **State Debarment List**

   Is the proposer on the State of Connecticut’s Debarment List?

   _____ Yes
   _____ No

3. **Occupational Safety and Health Law Violations**

   Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such
citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

______ Yes
______ No

If “yes,” attach a sheet fully describing each such matter.

4. **Arbitration/Litigation**

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

______ Yes
______ No

If “yes,” attach a sheet fully describing each such matter.

5. **Criminal Proceedings**

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

______ Yes
______ No

If “yes,” attach a sheet fully describing each such matter.

6. **Ethics and Offenses in Public Projects or Contracts**

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

______ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY ___________________________           TITLE: _______________________________
(PRINT NAME)

__________________________________________
(SIGNATURE)

DATE: _______________________________

END OF PROPOSAL FORM
TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS FOR
OWNER’S REPRESENTATIVE FOR SCHOOL MODERNIZATION PLAN
RFP# 1920-16

PROPOSER’S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, “permanent place of business” means an office continuously maintained, occupied and used by the proposer’s regular employees regularly in attendance to carry on the proposer’s business in the proposer’s own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer’s Full Legal Name ____________________________________________
Street Address ______________________________________________________
Mailing Address (if different from Street Address) _________________________
Owner’s Full Legal Name ______________________________________________
Number of years engaged in business under sole proprietor or trade name __________
Does the proposer have a “permanent place of business” in Connecticut, as defined above?

________ Yes  ________ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

__________________________________________

IF A CORPORATION:

Proposer’s Full Legal Name ____________________________________________
Street Address ______________________________________________________
Mailing Address (if different from Street Address) _________________________
Owner’s Full Legal Name ______________________________________________
Number of years engaged in business _____________________________________
Names of Current Officers

____________________  ____________________  ____________________
President	Secretary	Chief Financial Officer

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

________ Yes  ________ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

__________________________________________________________________________

IF A LIMITED LIABILITY COMPANY:

Proposer’s Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner’s Full Legal Name

Number of years engaged in business

Names of Current Manager(s) and Member(s)

Name & Title (if any)  ____________________________________________________________

Residential Address (street only)

Name & Title (if any)  ____________________________________________________________

Residential Address (street only)

Name & Title (if any)  ____________________________________________________________

Residential Address (street only)

Name & Title (if any)  ____________________________________________________________

Residential Address (street only)

Name & Title (if any)  ____________________________________________________________

Residential Address (street only)

Name & Title (if any)  ____________________________________________________________

Residential Address (street only)

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

________ Yes  ________ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

__________________________________________________________________________
IF A PARTNERSHIP:

Proposer’s Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner’s Full Legal Name

Number of years engaged in business

Names of Current Partners

Name & Title (if any)   Residential Address (street only)

Name & Title (if any)   Residential Address (street only)

Name & Title (if any)   Residential Address (street only)

Name & Title (if any)   Residential Address (street only)

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

_______ Yes  _______ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

*************************************************************************

Sign on the next page
Proposer’s Full Legal Name

_____________________________________________
(print)
Name and Title of Proposer’s Authorized Representative

_____________________________________________
(signature)
Proposer’s Representative, Duly Authorized

_____________________________________________
Date

END OF LEGAL STATUS DISCLOSURE FORM
I/we, the proposer, certify that:

1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, http://www.cslib.org/exeorder3.htm).

2) I/we do not maintain segregated facilities.

3) I/we have filed all required employer's information reports.

4) I/we have developed and maintain written affirmative action programs.

5) I/we list job openings with federal and state employment services.

6) I/we attempt to employ and advance in employment qualified handicapped individuals.

7) I/we are in compliance with the Americans with Disabilities Act.

8) I/we (check one):
   _____ have an Affirmative Action Program, or
   _____ employ 10 people or fewer.

__________________________________________________________
Legal Name of Proposer

__________________________
Proposer’s Representative, Duly Authorized

__________________________________________________________
Name of Proposer’s Authorized Representative

__________________________________________________________
Title of Proposer’s Authorized Representative

__________________________________________________________
Date
TOWN OF CHESHIRE, CONNECTICUT  
REQUEST FOR PROPOSALS FOR  
OWNER'S REPRESENTATIVE FOR SCHOOL MODERNIZATION PLAN  
RFP# 1920-16  

PROPOSER’S NON COLLUSION AFFIDAVIT  

PROPOSAL FOR:  OWNER’S REPRESENTATIVE  

PROPOSAL NUMBER: 1920-16  

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:  

(1) the proposal is genuine; it is not a collusive or sham proposal;  
(2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;  
(3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and  
(4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the proposer’s proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.  

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Cheshire to consider its proposal and make an award in accordance therewith.  

__________________________________  
Legal Name of Proposer  

__________________________________  
Proposer’s Representative, Duly Authorized  

__________________________________  
Name of Proposer’s Authorized Representative  

__________________________________  
Title of Proposer’s Authorized Representative  

__________________________________  
Date  

Subscribed and sworn to before me this _______ day of _____________________, 20___.  

__________________________________  
Notary Public  
My Commission Expires:
TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS FOR
OWNER’S REPRESENTATIVE FOR SCHOOL MODERNIZATION PLAN
RFP# 1920-16

PROPOSER’S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME________________________________________________________
   ADDRESS_______________________________________________________________
   CITY, STATE____________________________________________________________
   TELEPHONE:____________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION _____________________________
   _______________________________________________________________________

2. BUSINESS NAME________________________________________________________
   ADDRESS_______________________________________________________________
   CITY, STATE____________________________________________________________
   TELEPHONE:____________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION _____________________________
   _______________________________________________________________________

3. BUSINESS NAME________________________________________________________
   ADDRESS_______________________________________________________________
   CITY, STATE____________________________________________________________
   TELEPHONE:____________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION _____________________________
   _______________________________________________________________________

END OF STATEMENT OF REFERENCES
This Contract is made as of the _____ day of _________, 20___ (the “Effective Date”), by and between the Town of Cheshire, 84 South Main Street, Cheshire, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the “Town”), and [name and address of successful proposer] (the “Contracting Party”).

RECITALS:

WHEREAS, the Town has issued a Request for Proposals for Owner’s Representative (the “RFP”), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the Town dated ________________ (the “Proposal”), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties’ mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B.

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFP, including but not only all of the terms set forth in Section 26 (the “Contract Terms”) of the Standard Instructions to Bidders.

2. Term:

3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

4. Price and Payment:
5. **Right to Terminate** – If the Contracting Party’s fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

6. **No Waiver or Estoppel** – Either party’s failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party’s strict performance, and neither party shall be relieved of such obligation because of the other party’s failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. **Notice** – Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

   If to the Town:

   [name, address, fax and e-mail]

   If to the Contracting Party:

   [name, address, fax and e-mail]

8. **Execution** - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF CHESHIRE

By __________________________
Sean Kimball
Its Town Manager, Duly Authorized
Date: __________________________

[CONTRACTING PARTY LEGAL NAME]
By________________________

Its_____________, Duly Authorized
Date:________________________