LEGAL NOTICE

TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS

1920-13

VARIOUS LEGAL SERVICES

February 21, 2020

The Town of Cheshire will receive proposals for various legal services including Town attorney, labor counsel and bond counsel until 2:00 PM on Friday, March 20, 2020. At that time proposals will be opened in public, read aloud and then referred for review.

The documents comprising the Request for Proposals may be obtained on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals.”

The Town of Cheshire reserves the right 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.
TOWN OF CHESHIRE, CONNECTICUT

REQUEST FOR PROPOSALS FOR
VARIOUS LEGAL SERVICES

Proposal Number: 1920-13
Proposal Opening Date: March 20, 2020
Proposal Opening Time: 2:00 PM
Proposal Opening Place: Cheshire Town Hall, Room 210

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The Town of Cheshire is seeking proposals for Town attorney, labor attorney and bond counsel services. The intent of this Request is to obtain qualification and price proposals from qualified law firms to assist the Town of Cheshire as counsel in connection with provision of (1) municipal legal counsel for general town legal services; (2) labor counsel for employee relations and collective bargaining legal assistance; and (3) bond counsel to assist in the authorization and issuance of short-term and long-term debt and to provide its legal opinions thereon, as well as to provide counsel on other financing issues.

Respondent firms may submit proposals for any individual legal service area described above, or for any combination thereof, including proposals to provide legal services for all three. The Town reserves the right to assign legal services to one firm or to separate and assign legal services to multiple firms.

One (1) original and three (3) 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. As stated above, firms replying can respond to provide all or some of the services sought.

The documents comprising this Request for Proposals 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
- The Contract in the form attached
TOWN OF CHESHIRE, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Cheshire (the “Town”) is soliciting proposals for general legal services, labor counsel and bond services. 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 Town 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 affected by a posting 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.

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

Pre-Proposal Conference or Site Visit: THIS ITEM IS NOT APPLICABLE TO THIS RFP.

Proposal Opening: March 20, 2020

Preliminary Notice of Award: May 1, 2020

Contract Execution: May 15, 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 on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals”.

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 three (3) 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 states 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: Sean M. Kimball  
Department: Town Manager’s Office  
E-mail: skimball@cheshirect.org  
Fax: 203-271-6639

**Proposers are prohibited from contacting any other Town employee, 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 “Bids and Requests for Proposals.” 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 -- THIS ITEM IS 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 -- THIS ITEM IS 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 #06-6001971. 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 -- THIS ITEM IS NOT APPLICABLE TO THIS RFP**

20. **DELIVERY ARRANGEMENTS -- THIS ITEM IS NOT APPLICABLE TO THIS RFP**
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 evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the Town, price and all other factors considered. Law firms responding to this Request For Proposal (RFP) should have extensive experience and qualifications as general counsel, labor counsel and/or counsel in the following areas:

a. Municipal law

b. Connecticut labor law particularly collective bargaining contract negotiations, grievance resolution, arbitration

c. Land use and zoning

d. Litigation

e. State of Connecticut Freedom of Information Act, specifically related to disclosure of public records and opening meeting requirements

f. Law related to education system

g. Legal aspects of traditional public financing, Connecticut Clean Water financing with the State of Connecticut, other special financing, etc.

h. Assistance to local governments in obtaining maximum benefits from financing programs.
i. Protection and promotion of local government interests.

j. Provision of legal opinions on the issuance, sale or placement of tax exempt debt.

k. Preparation of authorizations, resolutions, official statements, proceedings, transcripts and security instruments for the issuance of general obligation and other bonds.

l. Tax experience in the determination of tax exempt status of bonds and notes and other related tax matters.

m. Draft and review bond documents, regulations, rules and other documents relating to the Town’s financing programs.

n. Draft and review appropriate resolutions, ordinances, and other legal documents including official statement, notice of sale, and bid form for each respective financing to ensure that securities are issued in accordance with town, state and federal laws and regulations.

o. Evaluate, make recommendations, and assist Town Staff and financial advisors in structuring, preparing and marketing debt.

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.

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 -- THIS ITEM IS 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.

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 (DOES NOT APPLY TO THIS RFP)**

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.

i. **PREVAILING WAGES -- THIS ITEM IS NOT APPLICABLE TO THIS RFP**

j. **PREFERENCES -- THIS ITEM IS NOT APPLICABLE TO THIS RFP**

k. **WORKERS COMPENSATION -- THIS ITEM IS NOT APPLICABLE TO THIS RFP**

l. **SAFETY -- THIS ITEM IS NOT APPLICABLE TO THIS RFP**

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.

27. SELECTION PROCESS

All proposals will be reviewed by a committee of the Town Council from which several firms will be selected for interviews by members of the Town Council based on experience, references, principals assigned, length of and services provided to similar clients and cost. Lowest cost will not be the sole determining factor in selection for interview or final appointment.

As the information requested in the RFP is intended to serve as the basis for interview selection, respondents are encouraged to address each of the factors thoroughly concerning background, experience, cost and qualifications. The Town Council reserves the right to select one or more firms to provide the various legal services, as it may deem appropriate.

END OF STANDARD INSTRUCTIONS TO PROPOSERS
TOWN OF CHESHIRE, CONNECTICUT

SPECIFICATIONS FOR
VARIOUS LEGAL SERVICES

PROPOSAL # 1920-13

All proposals must be made on the basis of and either meet or exceed the required legal services contained herein. The law firm shall be responsible for performing or for assisting Town staff and/or the financial advisor in completing the following tasks:

TOWN ATTORNEY

The Town Charter requires certain qualifications of a Town Attorney. The Town Attorney would not be expected to devote full-time to the duties of the office and may assign other members of his law firm to perform legal services for the Town.

The Town Attorney and assigned members of his firm shall have experience and expertise in the following areas of law and the RFP submission should reflect the experience and expertise of the Town Attorney and firm members.

1. General municipal law;
2. Criminal law;
3. Land use and zoning;
4. Foreclosure and real property conveyance particularly tax lien foreclosures;
5. General litigation;
6. Contracts;
7. Litigation and representation in claims against the Town;
8. Employment law;
9. Review of proposed ordinances;
10. Provide legal advice to the Town Manager and Town Council in all areas of municipal law;
11. Attend meetings of the Town Council and any other boards or commissions as may be required;
12. State of Connecticut Freedom of Information Act, specifically related to disclosure of public records and opening meeting requirements; and

13. Law related to Town education system.

BOND COUNSEL

1. Prepares bond authorizations and proceedings and reviewing the transcripts of proceedings of the Town Council to determine whether the bonds are validly authorized;

2. Prepares the bond proceedings, including preparation of documents necessary or appropriate to the authorization, issuance, sale and delivery of the bonds or other debt;

3. Assists in various aspects of preparing the official statements or other disclosure documents to be disseminated in connection with the issuance of debt;

4. Obtains from governmental authorities such approvals, rulings, permissions, and exemptions as bond counsel determines are necessary or appropriate with respect to the issue;

5. Renders legal opinions approving the validity of the debt. In this capacity bond counsel shall inform the Town through the approving opinion of the nature of the security for the debt, the legality, validity and tax exempt status of the securities; and the legality and validity of the requisite documentation and procedures;

6. Prepares the official transcript of bond authorization and issuance proceedings;

7. Assists in the Continuing Disclosure Agreements in accordance with the requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission;

8. Renders legal opinions on such related matters as:
   a. the applicability of particular provisions of the Federal and State securities laws;
   b. the status of the debt and related obligations under laws relating to creditors' rights; and
   c. the validity and enforceability of security agreements, indentures, and other documents related to the debt and its security;

9. Assists in other specified activities related to debt;

10. Advises the Town on legal considerations relating to financing alternatives within the context of statutory and constitutional constraints;
11. Answers questions about the debt by prospective purchasers in the secondary market or by public officials; and

12. Answers questions about the application of "arbitrage" and other Federal tax regulations, the Town’s obligations contained in covenants securing outstanding debt, the investment and expenditure of proceeds, and the collection, investment and application of funds use to pay debt.

LABOR COUNSEL

1. Represent the Town in all labor matters including but not limited to grievances and arbitrations;

2. Provide advice and consultation in union negotiations;

3. Provide advice and assistance in cases of employment discrimination, wrongful discharge, wage and hour disputes, Workers’ Compensation, unemployment compensation, OSHA and family leave;

4. Provide representation at hearings, informational meetings or administrative proceedings, mediation and arbitration hearings and litigation related to claims and allegation related to human resources matters;

5. Review, analyze, investigate and research to conduct above services; and

6. Participates in shaping current and future strategic direction of Town employment and human resources functions.

END OF SPECIFICATIONS
TOWN OF CHESHIRE, CONNECTICUT

INSURANCE REQUIREMENTS FOR
VARIOUS LEGAL SERVICES

PROPOSAL # 1920-13

Bidder shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the Town of Cheshire as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation and Professional Liability. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-“ VIII.

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<th>(Minimum Limits)</th>
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<tr>
<td>General Liability</td>
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<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
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<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
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<td>Products/Completed</td>
<td>$2,000,000</td>
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<tr>
<td>Operations Aggregate</td>
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| Professional Liability  | $2,000,000       |
| (Errors & Omissions)    |                 |
| Each Claim              | $2,000,000       |
| Aggregate              |                 |

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 |
| Employers’ Liability | EL Each Accident | $1,000,000 |
|                      | EL Disease Each Employee | $1,000,000 |
|                      | EL Disease Policy Limit   | $1,000,000 |

Original, completed Certificates of Insurance must be presented to the Town of Cheshire prior to contract issuance. Bidder agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the Town.

END OF INSURANCE REQUIREMENT
TOWN OF CHESHIRE, CONNECTICUT

PROPOSAL FORM
VARIOUS LEGAL SERVICES

PROPOSAL # 1920-13

PROPOSER’S FULL LEGAL NAME:

________________________________________________________________________

PRICE PROPOSAL

Provide the basis on which fees would be established for serving as Town Attorney, labor counsel and/or bond counsel, as applicable to your response to the RFP, i.e. hourly, fixed fee, rate schedule. If hourly, please provide a schedule for each category assigned such as partner, attorney, paralegal. Also, provide the same information for bond counsel if BANs or Notes would be involved either separately or in conjunction with a bond issue. If on another basis for bond financing, please indicate the fee structure for bond issues, respectively of $5 million, $10 million and $20 million

The respondent firms shall be required to submit the following information as part of their RFP response.

1. **Letter of Transmittal:** The letter of transmittal shall indicate the respondent’s interest in providing specific legal services, brief summary of related experience and any other information that would assist the Town in its selection. The name, phone number, fax number, mailing address, e-mail address of the primary firm contact person for this RFP should be included. All correspondence will be directed to the contact person for this RFP. Any supplementary information should be included.

2. **Background of Firm and Personnel:** Include a description of the firm’s organization for each of the specific legal services for which the RFP is in response. Please indicate the name of each person in the public in the specific legal service area that will be assigned, position in the firm, number of years with the firm, the person’s particular area of expertise, as applicable.

3. **Resumes of Key Personnel:** Provide the names and resumes of all professional members of the department for which specific legal services are the subject of the RFP response including the partner who will be primarily responsible for the specific legal service to be provided and a description of each individual’s role in the provision of the specific legal service to the Town. Include the number of municipal clients for the specific legal service. The naming of personnel shall be considered by the Town to be a commitment by the firm that personnel named will be assigned to provide specific legal services to the Town if the assignment is awarded to the Town. The key member(s) must remain assigned to the Town for the specific legal services unless the Town agrees in writing to modify assignments. If a key member assigned leaves during the course of the
assignment, the Town must be notified immediately and the firm submit replacement names and credentials for the specific legal services to be provided for which the Town will approve prior to the newly assigned individual start to provide specific legal services.

4. **Firms Experience and Performance:** Responding firms will provide a detailed summary of the firm’s experience in the specific legal service for which the RFP responds giving special attention to the items listed below.

   A. Identify the attorneys in the firm whose primary specialty consists of representing municipalities in connection with the specific legal service identified in the RFP

   B. Identify specific activities that have occurred in the past three years in municipalities for which you have provided the specific legal service for which your RFP response is directed. For those responding to bond counsel identify firm’s tax capabilities and experience including arbitrage rebate calculations, municipal disclosure requirements.

**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 ___________________________  
(PRESS NAME)

______________________________  
DOTE:_____________________________  
(SIGNATURE)

END OF PROPOSAL FORM
TOWN OF CHESHIRE, CONNECTICUT

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               (signature)

_____________________________
Proposer’s Representative, Duly Authorized

_____________________________
Name of Proposer’s Authorized Representative

_____________________________
Title of Proposer’s Authorized Representative

_____________________________
Date
TOWN OF CHESHIRE, CONNECTICUT

PROPOSER’S NON COLLUSION AFFIDAVIT

PROPOSAL FOR: VARIOUS LEGAL SERVICES

PROPOSAL NUMBER: 1920-13

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

VARIOUS LEGAL SERVICES
PROPOSAL # 1920-13

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
CONTRACT FOR VARIOUS LEGAL SERVICES

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 services (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.

2. 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.

3. Term:

4. 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.

5. Price and Payment:

6. 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.
7. **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.

8. **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]

9. **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 M. Kimball
   Its Town Manager, Duly Authorized
   Date:__________________________

   [CONTRACTING PARTY LEGAL NAME]

   By____________________________
   Its________________, Duly Authorized
   Date:__________________________