

**TOWN OF CROMWELL, CONNECTICUT
REQUEST FOR PROPOSALS FOR CROMWELL TOWN HALL SENIOR CENTER, 19
COMMUNITY FIELD ROAD & 20 JAMES MARTIN DRIVE FEASIBILITY/SPACE
NEEDS STUDY**

Proposal Closing Date/Time: April 21, 2021 at 11:30 A.M.

Proposal Opening Place: Cromwell Town Hall, Office of the Town Manager

The Town of Cromwell seeks proposals from qualified architectural and/or space planning firms to complete a feasibility/space needs study of the Cromwell Town Hall and the former Public Works Garage located at 20 James Martin Drive.

One (1) original and three (3) copies of sealed proposals must be received in the Cromwell Town Hall, Town Manager's Office, 41 West Street, Cromwell, CT 06416, by the date and time noted above. Additionally, one (1) original cost proposal must be submitted in a SEPARATE sealed envelope. The Town will not accept submissions by e-mail or fax. The Town will not accept proposals received after the date and time noted above.

The documents comprising this Request for Proposals (RFP) can be found on the Town's website, www.Cromwellct.gov, (within the Engineering Department pages). They can also be obtained in person at the Cromwell Town Hall, Town Manager's Office, 41 West Street, Cromwell, CT 06416, during the hours of 8:30 AM – 4:30 PM, Monday through Friday. **Each bidder is responsible for checking the Town's website to determine if the Town has issued any addenda to this RFP 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Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.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 lowest proposal that meets the criteria set forth in the RFP and that is in the best interests of the Town.

This Request for Proposals ("RFP") includes:

- Standard Instructions to Proposers
- Required Contract Terms
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer's Legal Status Disclosure Form
- Proposer's Non Collusion Affidavit Form
- Proposer's Statement of References Form
- Addenda, if any
- Contract in the Form Attached

TOWN OF CROMWELL, CONNECTICUT STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Cromwell seeks proposals from qualified architectural and/or space planning firms to complete a feasibility/space needs study of the former Highway Garage located at 20 James Martin Drive, the former Sewer Department Garage located at 19 Community Field Road and the Human Services and Senior Center wing of the Cromwell Town Hall located at 41 West Street in Cromwell, CT. This RFP is not a contract offer, and **no contract will exist unless and until a written contract (the “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.**

Except as otherwise provided in the Contract, 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 the Town’s best interest. Any such action shall be affected by a posting on the Town’s website, www.Cromwellct.gov (within the Engineering Department pages). **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 Contract, the Town also reserves the right to terminate the Contract in subsequent years in the event that the Town Council declines to appropriate sufficient funds. 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: N/A

Proposal Opening April 21, 2021 at 11:30 A.M.

Interviews (if deemed necessary by the Town): Week of May 3, 2021

Preliminary Notice of Award: May 21, 2021

Contract Execution: June 1, 2021

The Interviews, 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 can be found on the Town's website, www.cromwellct.com, (within the Engineering Department pages). They can also be obtained in person at the Cromwell Town Hall, Town Manager's Office, 41 West Street, Cromwell, CT 06416, during the hours of 8:30 AM – 4:30 PM, Monday through Friday.

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Cromwell Town Hall, Town Manager's Office, 41 West Street, Cromwell, CT 06416 prior to Proposal Closing Time. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept late proposals. The Town will **NOT** accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery.

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 Due Date and Time**. Additionally, one (1) original cost proposal must be submitted in a SEPARATE sealed envelope clearly labelled **"COST PROPOSAL DOCUMENTS."** 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.

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 date and time the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, in order 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 to this RFP are to be submitted **only in writing** by e-mail and directed **only to:**

Name: Jon Harriman
Department: Engineering Department
E-mail: jharriman@cromwellct.com

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 ten (10) business days before the Proposal Closing Time. That representative will confirm receipt of a proposer's questions by e-mail.

The Town will answer all relevant 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 five (5) calendar days prior to Proposal Closing Time, the Town will post any addenda on the Town's website, www.Cromwellct.gov, (within the Engineering Department pages). **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 its 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 only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those 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. Each proposer must complete the Proposer's Legal Status Disclosure Form included in this RFP.

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 limited to 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 provision or goods or 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/the goods described in this RFP, and it is capable of performing the work/delivering/installing the goods 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.

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 each 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; PRELIMINARY SELECTION; CONTRACT EXECUTION

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 select the proposal that meets the criteria set forth in the RFP and is in the best interests of the Town; meaning that, in addition to price, due consideration will be given to factors such as a proposer's experience, references, capabilities, past performance, and other relevant criteria. The Town may reject any proposer if, in the sole judgment of the Town, the proposer's past performance gives rise to a substantial risk that the proposer may not provide satisfactory performance.

If interviews are deemed necessary, a short list of Proposers will be developed and specific information required for the interviews will be provided to Proposers at the time of notification. Generally, interviews are 30-45 minutes long; initial presentations are typically limited to 15 minutes and final 15-30 minutes are reserved for questions and subsequent discussion. The key person to be assigned to this project must be present at this interview.

The Town generally 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 issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations 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 provide all required documents and 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 Interviews, Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. NONRESIDENT REAL PROPERTY CONTRACTORS

This item is not applicable to this RFP.

23. 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. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

24. NON-COLLUSION AFFIDAVIT

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

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF CROMWELL, CONNECTICUT

REQUIRED 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, or seeks to clarify or modify, any of these Contract Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form (see Section 11 of the Standard Instructions to Proposers):

1. 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. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

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

2. NO ASSIGNMENT; SUBCONTRACTING

The successful proposer shall not subcontract, transfer or assign all or any portion of its obligations under the Contract.

3. W-9 FORM

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

4. GENERAL PROVISIONS CONCERNING PAYMENTS

Except as otherwise noted in the Specifications or Contract, all payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

5. 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.

6. 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.

7. 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.

8. 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.

9. PREVAILING WAGES

This item is not applicable to this RFP.

10. PREFERENCES

This item is not applicable to this RFP.

11. WORKERS COMPENSATION

This item is not applicable to this RFP.

12. SAFETY

This item is not applicable to this RFP.

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In accordance with the Town's Affirmative Action Plan, the successful proposer shall comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, United States Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and Executive Order No. 3 of Governor Meskill.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

14. STATE GRANT/LOAN AGREEMENT

This item is not applicable to this RFP.

15. SUCCESSFUL PROPOSER PERSONNEL MUST BE AUTHORIZED TO WORK

The Successful proposer confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Contract are authorized for employment in the United States. The successful proposer further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The successful proposer agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the successful proposer are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the successful proposer. The successful proposer agrees to indemnify, defend and hold the Town harmless against any claims brought against the successful proposer or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

16. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or

proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

17. 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.

18. 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.

19. COMPLIANCE WITH LAWS; PERMITS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of all governmental bodies, including the United States, the State of Connecticut and the Town, related to its proposal and the performance of the Contract. The successful proposer shall also, at its own expense, obtain all permits and approvals from all such governmental bodies required for performance of the Contract, and shall immediately notify the Town in writing of the loss or suspension of any such approval or permit.

20. CONNECTICUT LAW AND COURTS

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.

END OF REQUIRED CONTRACT TERMS

TOWN OF CROMWELL, CONNECTICUT
SPECIFICATIONS FOR
Cromwell Town Hall Senior Center, 19 Community Field Road &
20 James Martin Drive FEASIBILITY/SPACE NEEDS STUDY

I. INTRODUCTION

The Town of Cromwell seeks proposals from qualified architectural design and/or space planning firms to perform a feasibility/space needs study of the former Highway Garage located at 20 James Martin Drive, the former Sewer Department Garage located at 19 Community Field Road and the Cromwell Town Hall Human Services and Senior Center wing located at 41 West Street in Cromwell, CT. The Town recently constructed a new highway facility elsewhere in Town and wishes to determine the feasibility of repurposing the former sewer and highway garages. Cromwell Town Hall was originally the Elementary School, renovated into Town Hall and Library in 1986. The Town wishes to assess the feasibility of relocating the Senior, Human and Youth Services into an existing space or spaces that can accommodate program needs. creating more usable space for the Town Hall within the existing footprint. The Town of Cromwell requires a study responsive to these Specifications to aid in its decision.

The Town of Cromwell is a town in Middlesex County, Connecticut and has a total population of 13,905. 32% of its population is currently 55 and above. (CT Data 2019). The those that are 35-44 make up 13.52% of the population and those 45-54 make up an additional 14.96% of the population. Over the next 20 years Cromwell will continue to see an upward trend in the senior population aligning with the national trend mainly due to the Baby Boomer generation and increased longevity.

Cromwell also has a growing youth population with 21% of its population under 18. The Recreation program has outgrown the current space in the Town Hall to serve the needs of the growing community at all age levels. The 2009 Feasibility Study examined a new Senior Center which ultimately wasn't approved. Looking forward, the Town believes bringing generations together in a Community Center will further benefit the community and be a welcoming place for all.

This study will be conducted in two phases. In the First Phase the selected proposer will evaluate the potential to rehabilitate and repurpose the former sewer and highway garages. The outcome of this study will determine the path forward for the next phase.

The Study will consist of a formal report and the compilation of conceptual designs, timelines, and cost estimates that address and make recommendations regarding the Town's needs, issues and opportunities outlined in these Specifications.

II. BACKGROUND

41 West Street is the site of the Cromwell Town Hall and Cromwell Belden Public Library. Originally a public school, the site was renovated in 1986 into a Town Hall and Library complex. The Cromwell Belden Library underwent a renovation and expansion in 2019. 20 James Martin Drive is a 19-acre parcel that mainly encompasses Pierson Park. The former public works facility is a fenced area of about 2-acres to the rear (south of Pierson Park). Only the public works garage facility within the 20 James Martin Drive parcel is the subject of the study. 19 Community Field

Road is a brick building that has most recently housed the Cromwell Sewer Department as a garage/office. The Town of Cromwell constructed a new Public Works Facility elsewhere in Town in 2020.

The sewer building is a 3,168 square-foot brick building constructed in 1948. It contains a small office area and four garage bays. The public works facility consists of a 6,000 square foot metal building that housed truck storage and offices/break room (1982), a 2,500 square foot 2 bay mechanics garage (1993), a gasoline and diesel fueling station, a 4,000 square foot Quonset storage building (scheduled to be demolished), and a 2,550 square foot wooden storage building (scheduled to be demolished).

The Police and Fire Department complexes, Pierson Park and the Cromwell Downtown Main Street area are located immediately adjacent to 19 Community Field Road and 20 James Martin Drive.

III. STUDY PHASING - POTENTIAL REUSE OF 19 COMMUNITY FIELD ROAD AND 20 JAMES MARTIN DRIVE – RELOCATION AND REUSE OF TOWN HALL HUMAN SERVICES AND SENIOR CENTER

The Town wishes to determine if the two former garage structures are suitable for renovation/reuse and or expansion. The Town has determined that the following programs may be suited for the adaptive reuse of these facilities.

Please note that this list is not all-inclusive. The selected Proposer should be prepared to analyze the structural condition, layout, floor space, and assets of the existing building and provide recommendations as to how a mix of these uses (and any other uses identified and prioritized by the Town) could be most efficiently and cost effectively implemented based on the current and anticipated future needs of the participating departments/organizations. Under all scenarios, the Town wishes to maintain the gasoline and diesel fueling station within the 2-acre highway garage site. This requirement will most likely require siting the fueling station in another location within the 2-acre site.

- A. **Relocate the Human Services, Senior Center and Recreation Departments into a Community Center:** In 2009 a feasibility study was conducted by Quisenberry Arcari Architects, LLC for a new Cromwell senior center. This study will be made available to all proposers. The Town wishes to determine if these two Town owned facilities are capable of accommodating the Human Services, Senior Center and Recreation Department program uses through renovation and/or expansion to create a Community Center.
- B. **Relocate the Human Services and Senior Center, relocate the Recreation Department within Town Hall:** If the scenario in option A is infeasible due to size constraints, the Town wishes to examine the feasibility of locating Human Services and the Senior Center into the renovated/expanded spaces. The Recreation Department would expand within Town Hall into the Senior Center Wing.
- C. **Other Uses:** The Town may consider other Town uses of these facilities if it is determined that it is not feasible to locate Human Services, Senior Center and Recreation Department into these two existing facilities.

IV. SCOPE OF WORK

A. **Conduct an Existing Asset Assessment:** The selected Proposer will assess the current condition of the 19 Community Field Road and 20 James Martin Drive facilities, as well as the property on which each sit. The selected Proposer will identify and/or review the following items from an engineering/architectural, and/or code compliance perspective:

1. Existing and likely structural deficiencies;
2. Existing building systems and likely code deficiencies, including, but not limited to electrical systems and wiring, mechanical systems, plumbing systems, security and fire protection systems, roof system, and any violations of the building code;
3. Existing and potential mold issues or other situations that threaten air quality;
4. Existing environmental deficiencies;
5. Existing water, sanitary sewer and storm sewer capacity;
6. Existing and potential universal accessibility barriers and ADA-compliance needs;
7. The basic condition of the property (not including the facility);
8. Any improvements that could be made to enhance the energy efficiency of the buildings;
9. Any further assessments/analysis that should be completed as determined by a review of existing support documentation for the property regarding air quality, asbestos removal, etc.;
10. Any other related items that may be reasonably connected to the aforementioned.

The selected Proposer will provide *cost estimates* for the remediation and/or correction of any detected deficiencies, as well as for the implementation of any improvements outlined in this section. The Existing Asset Assessment shall be submitted to the Town for review prior to moving forward with the adaptive reuse assessment. The Town reserves the right to end or modify the following phases of work based on the outcome of the Existing Asset Assessment report.

B. **Conduct an Adaptive Reuse Assessment:** The selected Proposer will analyze the buildings and the properties within the context of the potential uses outlined in these Specifications or identified by the Town, in order to identify:

1. Whether any of the proposed and/or potential uses of the building and/or property are not appropriate;
2. How the existing building and space allocation may be best utilized to provide a mix of proposed and/or potential uses in a functional and logical manner that will meet the current and future needs of users, and;

3. Any improvements or expansion to the building and/or property (including available parking) that would be required to adaptively reuse the existing building/property for those uses detailed in the Specifications and/or identified by the Town.

We anticipate that the selected Proposer will accomplish the tasks described above by meeting with representatives of the affected departments to determine and catalogue existing services, personnel and equipment and to determine the programmatic space needs of each department to provide its key services in the short term (10 years) and the long term (20 years and beyond).

The selected Proposer will provide **conceptual designs, timelines, and cost estimates** related to any improvements that would be required to repurpose the building/property for identified uses, as well as detailed **estimates** of the anticipated operational and/or maintenance costs associated with the proposed adaptive reuse of the building/property.

The Town may request that the selected Proposer provide the Adaptive Reuse Assessment, as outlined in this section, in the form of several potential use scenarios to be defined by the Town.

- C. **Communications:** The Town estimates that approximately five (5) on site meetings (at 19 Community Field Road, 20 James Martin Drive and/or 41 West Street) will be required to complete the Study as described by these Specifications, including, but not limited to meetings and/or interviews with Town staff and other stakeholders, and site walk-throughs. The selected Proposer will be available, as needed, to work with Town staff and other stakeholders via phone and email. The selected Proposer will also be available to attend at least three (3) meetings of Town boards or commissions, one of which may include a Special Town Meeting, to present the results of the Study. Proposers will clearly define their communications plan for the project in the “Overall Approach” section of their response to this RFP, as further detailed below.
- D. **Supporting Analysis:** The selected Proposer will also assist with identifying and/or analyzing appropriate funding sources and/or grant opportunities for the uses of 19 Community Field Road and 20 James Martin Drive as identified by the Study.
- E. **Deliverables:** At the conclusion of each Study phase, the Proposer will deliver a written report documenting the findings of the Existing Asset Assessment, the Adaptive Reuse Assessment(s), and the Supporting Analysis, as defined by these Specifications, to the Town for review and approval. Said report will include any conceptual designs, cost estimates or timelines developed as required by these Specifications. The Proposer will develop visual aids such as PowerPoint presentations, handouts, or illustrative posters, to be used for presentations as further described above in Section C. All deliverables (report and supporting documents) will be provided to the Town in hard copy and in electronic format. Electronic format shall include both PDF versions and native format versions (i.e. AutoCAD, Word, Excel, PowerPoint, etc.) of all documents.

V. PROPOSAL FORMAT & OTHER REQUIREMENTS

All Proposers shall submit the aforementioned requirements in the order specified in this section (Item A, “Table of Contents” through Item N, “Fee Proposal”) to assist the Town in uniformly reviewing and rating proposals. Responses should be presented in appropriate detail to thoroughly

respond to the requirements and expected services described herein. **Failure to include any of these items may be grounds for disqualification.**

- A. **Table of Contents:** Provide a table of contents that clearly identifies the material provided by section.
- B. **Transmittal Letter:** Provide a transmittal letter indicating the Proposer's interest in providing the service. This letter must be signed by a person legally authorized to bind the Proposer to a contract. This letter also must affirm that the Proposer or their representative has made themselves knowledgeable of those matters and conditions in the Town which would influence this proposal.
- C. **Contact Information:** Provide the name, title, email address and telephone number of the person(s) to be contacted for further information or clarification.
- D. **Firm Description/Background Statement:** Provide a brief statement as to the Proposer's history and its particular abilities and qualifications related to the Town's needs.
- E. **Overall Approach:** Provide a description of the Proposer's overall approach to addressing the Town's needs as described in these Specifications. Provide a detailed timeline outlining how and when the Study will be completed.
- F. **Litigation/Arbitration:** Provide information concerning any suits filed, judgments entered or claims made against the Proposer during the last five years, or any declaration of default or termination for cause against the Proposer. In addition, state whether or not the Proposer has been suspended from bidding or entering into any government contract within the last five (5) years.
- G. **References:** Provide a list of at least three recent or current clients. Reference projects should be recently completed within the last two years and be similar in nature to the project described in this RFP. Please include the name and contact information for these references, as well as a brief description of the services provided, the duration of the project and the current status of the project on the Proposer's Statement of References Form included in this RFP.
- H. **Personnel:** Provide a list of personnel to be assigned to this project, including years of experience in their current position, municipalities served, their roles in providing those services and their main office location. Please provide brief resumes, and document the chain of command for these individuals.
- I. **Legal Status Disclosure Form**
- J. **Non-Collusion Affidavit Form**
- K. **Proposer's Statement of References Form**
- L. **Exceptions:** Provide a list of any exceptions taken to the RFP.

M. **Additional Information:** Provide any other information that, in the judgement of the Proposer, will allow the Town to make a fair assessment of your experience and abilities. Please carefully consider whether or not such additional information will add value to your proposal as the Town does not wish to be inundated with copious amounts of unnecessary information.

N. **Fee Proposal:** To be submitted in a *separate* sealed envelope clearly marked “**Cromwell Feasibility/Space Needs Study – Fee Proposal.**” The fee proposal will include a detailed listing of the cost for each activity referenced in these Specifications. The fee proposal will be inclusive of all costs, such as travel costs or supplies/materials, required to complete the Study.

VI. EVALUATION CRITERIA

All proposals will be reviewed and evaluated by a Selection Committee comprised of Town staff, based on criteria including, but not limited to, the following:

- A. The accuracy, overall quality, thoroughness, and responsiveness of the Proposer’s responses to the Town’s requirements as stated herein.
- B. The competence and reputation of the Proposer.
- C. The Proposer’s background, experience, and evidence of prior success in providing similar services to other comparable entities.
- D. The Proposer’s expertise and knowledge of rules and regulations mandated by local, state and federal government entities.
- E. The qualifications and experience of key personnel and identified employees who will be assigned to work with the Town.
- F. The Proposer’s demonstrated ability to work effectively with clients on projects of a similar nature.
- G. The Proposer’s ability to begin work immediately following contract award.
- H. The total cost of the services identified in these Specifications.

VII. SELECTION PROCESS

Based on an initial review of the proposals, the Town may select certain Proposers to interview with the Selection Committee. More specific information regarding the content of the interviews will be provided to the selected Proposers at the time of notification. If held, interviews will last 30-45 minutes, with each selected Proposer presenting for approximately 15 minutes followed by 15-30 minutes of questions and answers. The key personnel that would be assigned to work with the Town *must* be present at this interview.

The Town of Cromwell, in its sole discretion, will select the proposal that is determined to be the best suited and most advantageous proposal that will provide the best value to the Town. The Town

reserves the right to negotiate with the selected Proposer prior to the award of any contract pursuant to this RFP.

END OF SPECIFICATIONS

TOWN OF CROMWELL, CONNECTICUT

INSURANCE REQUIREMENTS

19 Community Field Road, 20 James Martin Drive & Cromwell Town Hall Human Services and Senior Center FEASIBILITY/SPACE NEEDS STUDY

- a. Commercial General Liability: \$1,000,000
Combined single limits per occurrence for bodily injury, personal injury, property damage and products/completed operations.
 1. The Town and its respective officers, agents, officials, employee volunteers, boards and commissions are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.
 2. The contractor's insurance coverage shall be primary insurance as respects the Town of Cromwell. Any insurance or self-insurance maintained by the Town shall be excess of the contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverages provided to the Town of Cromwell.
 4. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Automobile Liability:
Each Accident: \$1,000,000
Hired/Non-owned Auto Liability \$1,000,000
- c. Errors and Omissions/Professional Liability Insurance \$1,000,000
 - If issued on a claims-made basis, the policy must remain in effect for the duration of the contract and two (2) years after project completion. An extension of three (3) additional years may be required at the discretion of the Town Manager or his/her designee.
 - For all professional contracts - liability policies may not be limited to the fees paid to the vendor.
- d. Worker's Compensation, as required by Connecticut State statutes.
- e. The "Town of Cromwell" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- f. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A-: VII.
- g. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
- h. It is desired by the Town that no insurance be suspended, voided, canceled or modified in

coverage or limits without thirty (30) days prior written notice be registered U.S. Mail to:
Town Manager, Town of Cromwell, 41 West Street, Cromwell, Connecticut 06416.
Endorsements to the contractor's policies may be used to comply with this requirement.

TOWN OF CROMWELL, CONNECTICUT

PROPOSAL FORM

(To be submitted in a separate sealed package)

**19 Community Field Road, 20 James Martin Drive & Cromwell Town Hall Human
Services and Senior Center
FEASIBILITY/SPACE NEEDS STUDY**

PROPOSER'S FULL LEGAL NAME:

PRICE PROPOSAL

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 sum of

Existing Asset Assessment _____

_____/100 Dollars (write out in words) (\$ _____).

Adaptive Reuse Assessment and Supporting Analysis _____

_____/100 Dollars (write out in words)
(\$ _____).

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 products and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications of the RFP

_____ This proposal does not take exception to or seek to clarify or modify any requirement of the RFP, including but not only any of the required Contract Terms beginning on page 12 of this RFP. **The proposer agrees to each and every requirement, term, provision and condition of this RFP.**

OR

_____ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including the Required Contract Terms.
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 pending or resolved 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 relationship.

7. No Conflict of Interest

Is the proposer aware of any personal or business relationship between a Town officer or employee and an officer, director, member, manager or partner of the proposer that could be regarded as creating a conflict of interest?

_____ 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)

_____ DATE: _____
(SIGNATURE)

END OF PRELIMINARY FEE PROPOSAL FORM

TOWN OF CROMWELL, 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)

(Attach additional sheets as necessary)

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 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)

(Attach additional sheets as necessary)

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."

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

TOWN OF CROMWELL, CONNECTICUT

PROPOSER'S NON-COLLUSION AFFIDAVIT FORM

PROPOSAL FOR:

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 Cromwell 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 Cromwell to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)
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 _____, 202__.

Notary Public
My Commission Expires:

END OF NON-COLLUSION AFFIDAVIT FORM

TOWN OF CROMWELL, CONNECTICUT

**19 Community Field Road, 20 James Martin Drive & Cromwell Town Hall Human
Services and Senior Center
FEASIBILITY/SPACE NEEDS STUDY**

PROPOSER'S STATEMENT OF REFERENCES FORM

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 FORM

“BASE CONTRACT SAMPLE”

This _____ Contract (the “Contract”) is entered into the ____ day of _____, 20__ (“Effective Date”) by and between the Town of Cromwell, a political subdivision of the State of Connecticut, (the “Town”) and _____, a _____, whose principal office is located at _____, _____, _____ (the “Contractor”).

WHEREAS, the Town has issued a Request for Proposals (the “RFP”) for _____ (the “Work”); and

WHEREAS, Contractor submitted a Proposal to the Town, dated _____, 20__ (the “Proposal”); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The RFP, including the Standard Instructions to Proposers, Required Contract Terms, and Specifications *[insert other provisions is applicable]*;
 - (iii) *Addenda or modifications to the RFP issued prior to opening of RFP or agreed to by the parties after opening but prior to Contract execution*; and
 - (iv) The Proposal submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the RFP and/or the Proposal, this Contract shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the RFP**, which shall be deemed as fully as part of this Contract as if they were set forth in their entirety in this Contract.
4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until _____. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.
5. Contract Payments. The Town will pay the Contractor for work completed in accordance with Section 4 of the Required Contract Terms of the RFP and the Price Proposal contained in the Proposal Form of the RFP.

6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.
7. Not applicable to this contract.
8. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town.
9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.
11. Execution. The 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. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

THE TOWN OF CROMWELL

[Witness]

By _____
Anthony Salvatore
Town Manager

[COMPANY NAME]

[Witness]

By _____
Its _____