ANNOTATED TEMPLATE REQUEST FOR PROPOSALS

PREPARED IN CONJUNCTION WITH THE CONNECTICUT CONFERENCE OF MUNICIPALITIES LEADERSHIP TRAINING PROGRAM

APRIL 4, 2017
Disclaimers:

This annotated RFP is for educational purposes and contains only the most general provisions. Other governing rules, policies and procedures may be relevant to any RFP issued by your town. This annotated RFP, therefore, does not constitute legal advice. For specific legal advice or to create an annotated RFP specific to your town, please contact us.

The town referenced throughout this annotated RFP, “Mainstream, Connecticut,” is fictitious, as is its website address. Any resemblance to any real municipality in the State of Connecticut, or elsewhere for that matter, is purely coincidental.

Kari L. Olson: kolson@murthalaw.com
860-240-6085

Joseph B. Schwartz: jschwartz@murthalaw.com
860-240-6067

CityPlace I
185 Asylum Street
Hartford, CT 06103
TOWN OF MAINSTREAM, CONNECTICUT
REQUEST FOR PROPOSALS

[title of RFP]
[date]

The Town of Mainstream will receive sealed bids for [describe item/service] until ____ [choose: “AM” OR “PM”] on ___________, 201__. At that time proposals will be opened in public and read aloud.

The documents comprising the Request for Proposals may be obtained [need to choose the language that applies: either “from [name and title of person], Mainstream Town Hall, Room [____], [address], Mainstream, CT 06____ during the hours of 8:30 AM – 4:00 PM Monday through Friday” OR “or on the Town’s website, www.Mainstreamct.us, under “Bids and Requests for Proposals.”]

The Town of Mainstream 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.

[If this contract qualifies as a “municipal public works contract” as defined by C.G.S. § 4a-60g(a)(14) (“‘Municipal public works contract’ means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, financed by state funding in an amount equal to fifty thousand dollars or less.”), include the following; if not exclude this section:] This contract is subject to state set-aside and contract compliance requirements.

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TOWN OF MAINSTREAM, CONNECTICUT

REQUEST FOR PROPOSALS FOR

[DESCRIBE SUBJECT MATTER OF PROPOSAL]

Proposal Number:
Proposal Opening Date:
Proposal Opening Time:
Proposal Opening Place: Mainstream Town Hall, Room [______]

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

[Insert a paragraph that briefly describes the subject matter of the RFP. For example only, “The Town of Mainstream is seeking proposals for the purchase of __________.” Or “The Town of Mainstream is seeking proposals for the installation of a generator in Town Hall.”]

One (1) original and _____ (_) copies of sealed proposals must be received in the Mainstream Town Hall, Room, __, _____________, Mainstream, CT 06377 by the date and time noted above. The Town of Mainstream (the “Town”) will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals may be obtained [need to choose the language that applies: either “from [name and title of person], Mainstream Town Hall, Room [____], ______________, Mainstream, CT 06____ during the hours of 8:30 AM – 4:00 PM Monday through Friday.” OR “or on the Town’s website, www.Mainstreamct.us.”]. 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. [Depending on the subject matter of the proposal, the Town may need more than 60 days. If the Town requires a longer period, this statement needs to be changed, along with the statement in § 5 of the Standard Instructions to Proposers.]

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 [If the form of Contract is not going to be attached, delete this item]
TOWN OF MAINSTREAM, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

[If a section of these Standard Instructions is not applicable to a specific procurement, leave the section heading in the document but delete the text and any annotations. After the section heading, insert “THIS ITEM IS NOT APPLICABLE TO THIS RFP.”]

1. INTRODUCTION

The Town of Mainstream (the “Town”) is soliciting proposals for [describe generally]. 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 the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, [www.Mainstreamct.us].” 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. [This provision may have to be modified for procurements that will require a significant up-front investment by the successful proposer.]
3. **KEY DATES**

Pre-Proposal Conference or Site Visit: [If there will be no pre-proposal conference or site visit, state “THIS ITEM IS NOT APPLICABLE TO THIS RFP.” If there will be such a conference or site visit, however, in addition to date, time and location, state whether the conference or visit is “Mandatory” or “Optional.”]

Proposal Opening:

Interviews of one or more proposers (if deemed necessary):

Preliminary Notice of Award:

Contract Execution:

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

4. **OBTAINING THE RFP**

All documents that are a part of this RFP may be obtained [need to choose the applicable language: either “from [name and title of person], Mainstream Town Hall, Room [___], ______________, Mainstream, CT 06___ during the hours of 8:30 AM – 4:00 PM Monday through Friday” OR “or on the Town’s website, www.Mainstreamct.us.”].

5. **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the Mainstream Town Hall, Room ___, ______________, Mainstream, CT 06377, 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 ___ (__) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer’s name, the proposer’s address, the words “PROPOSAL DOCUMENTS,” and the Proposal Title, Proposal Number and Proposal Opening Date. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

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

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days [Depending on the subject matter of the proposal, the Town may need more than 60 days. If the Town requires a longer period, this statement needs to be changed, along with the statement on the first page of the Request for Proposals.] 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*: [Identify the contact person for questions about the specifications.]

Questions concerning this RFP’s Specifications are to be submitted *in writing* (including by e-mail or fax) and directed *only to*: [Identify the contact person for questions about the specifications.]

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.Mainstreamct.us.” 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 and submit the Proposer’s Legal Status Disclosure form included in this RFP.

14. **PROPOSAL (BID) SECURITY**

[Proposal (bid) security, whether in the form of a certified check or a proposal (bid) bond, guarantees the Town that, if the proposer is awarded the proposal, the proposer will deliver the insurance certificate, if required, the W-9 form and anything else required under the procurement, and will execute the contract at the proposal price. Security ensures the integrity of a proposal response. If the successful proposer refuses to enter into the contract, the security will be forfeited to the Town.

*We believe that proposal security is not necessary in every procurement. For example, it is often unnecessary for small or routine contracts. Other types of procurement should be addressed on a case-by-case basis.*

*The Town will return the security to unsuccessful proposers no later than contract execution.*

*If this provision is not applicable to a particular procurement, delete the text, and insert “THIS ITEM IS NOT APPLICABLE TO THIS RFP” after the section heading.*

Each proposal must be accompanied by a certified check of the proposer or a proposal (bid) bond with a surety acceptable to the Town in an amount equal to at least TEN PERCENT (10%) of the proposal amount. The proposal (bid) bond shall be written by a company or companies licensed to issue bonds in the State of Connecticut, which company or companies shall have at least an “A-” VIII policyholders rating as reported in the latest edition of Best Publication’s Key Rating Guide. The successful proposer, upon
its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this RFP within ten (10) business days of written notification of preliminary award, unless the Town otherwise agrees in writing, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its proposal.

Upon the successful proposer's execution of the Contract in the form enclosed with this RFP, the Town shall return the proposal security to the successful proposer and to all other proposers.

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 performing the work 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

[If brand name items appear in the Specifications, keep this provision in the RFP. If brand names do not appear in the Specifications, delete the text, and insert “THIS ITEM IS NOT APPLICABLE TO THIS RFP” after the section heading.]

The proposer must attach detailed information concerning deviations from any name brands specified in the RFP and explain in detail how the substitution compares with the name brand’s specifications. The Town in its sole discretion shall decide whether the substitution is acceptable.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #__________________.

18. INSURANCE

[WORK PRODUCT OF MURTHA CULLINA LLP]
The Town’s insurance broker has prepared 2 forms of insurance requirements (one for professional service contracts, and one for standard service contracts) that list the recommended coverages, minimum limits, and coverage duration. In each procurement, the Town will need to choose the appropriate form of insurance requirements and confirm that the listed types and limits are adequate for that particular procurement (or, if not adequate, modify the form of insurance requirements. Consultation by the Town with the broker may be appropriate).

The Certificate of Insurance will generally suffice to assure the Town that the proposer has obtained the required types and limits of insurance. If the dollar amount of the procurement is sufficiently large, however, the Town may wish to obtain a complete, certified copy of each of the insurance policies because Certificates of Insurance do not themselves obligate the referenced insurance company.

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

Performance security, whether in the form of a letter of credit, a cash bond, or a performance bond, guarantees the successful proposer’s performance of the contract. Performance security is most often seen in the construction context, although it may be appropriate in other contexts, such as when full performance of the contract will not occur immediately or almost immediately after the contract is executed. Similarly, it may be appropriate to waive performance security in a true invitation to bid.

If the successful proposer’s failure to perform the contract is likely to expose the Town to loss greater than the contract amount, the Town may wish to consider requiring that the security amount be greater than the contract amount. Because of the Town’s potential exposure, the Town may wish to contact the Town Attorney for advice on the amount of performance security in a given procurement.

If this provision is not applicable to a particular procurement, delete the text, and insert “THIS ITEM IS NOT APPLICABLE TO THIS RFP” after the section heading.

The successful proposer shall furnish the Town will need to choose the appropriate form of performance security for the particular procurement. The options are: “a performance bond,” “a cash bond,” OR “an irrevocable letter of credit” covering the faithful performance of the Contract (the “Performance Security”). The Performance Security shall be the amount of the security may be the full amount of the Contract price or some other amount, if appropriate. The Town will need to decide the amount and then describe it in the RFP. You will want to consult with relevant,
staff, consultants, counsel, etc., if there are questions about either the amount or how to describe it.] and in a form reasonably acceptable to the Town. [If the Performance Security is either an irrevocable letter of credit or a performance bond, the Town will need to choose the appropriate sentence from the following choices: “If the Performance Security is an irrevocable letter of credit, it shall be issued by a financial institution that is reasonably acceptable to the Town.” OR “If the Performance Security is a performance bond, it shall be issued by a company licensed by the State of Connecticut that has at least an “A-” VIII policyholders rating according to Best Publication’s latest edition Key Rating Guide.”] The cost of the Performance Security shall be included in the proposal price.

Payment bonds are required on contracts “for the construction, alteration or repair of any public building or public work of the state or a municipality” exceeding $100,000. Conn. Gen. Stat. § 49-41(a). If a payment bond is required, the following language should be included in the RFP.

In addition to the Performance Security, the successful proposer shall furnish a bond covering the successful proposer’s payment to its subcontractors and suppliers of all obligations arising under the Contract (the “Payment Bond”). The Payment Bond shall be (a) in the full amount of the Contract price; (b) in a form reasonably acceptable to the Town; and (c) issued by a company licensed by the State of Connecticut that has at least an “A-” VIII policyholders rating according to Best Publication’s latest edition Key Rating Guide. The cost of the Payment Bond shall be included in the proposal price.

20. DELIVERY ARRANGEMENTS

This provision only applies to the delivery of items to the Town (v. the provision of services). If the procurement does not involve delivery of items, delete the text, and insert “THIS ITEM IS NOT APPLICABLE TO THIS RFP” after the section heading.

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

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

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

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.
The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, 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. [There may be RFPs for which the Town may want to provide additional and/or more specific criteria upon which an award will be based. If so, those criteria should be inserted here. However, care should be taken to leave the Town as much flexibility as possible.]

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 Town may wish to consider posting on its website some information about the status of the RFP. If the Town wishes to do so, it could insert the following language: “The Town will post the Preliminary Notice of Award and related information on its website, www.Mainstreamct.us, under “Bids and Requests for Proposals.”]

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**

[The State of Connecticut requires nonresident contractors that perform real property construction either to become “verified” by the Department of Revenue Services (“DRS”) or to post a bond to guarantee the contractor's payment to the State of all applicable taxes. DRS regulations define a “nonresident contractor” as a contractor without a permanent place of business in this state. Such a place of business means an office continuously maintained, occupied and used by such contractor’s regular employees regularly in attendance to carry on such contractor’s business in the contractor’s own name. An office maintained, occupied and used by a contractor 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 contractor will not be considered a permanent place of business of the contractor.

By statute, a party (including a municipality) that contracts with an “unverified” nonresident contractor is liable for the contractor’s taxes if such security was required and not provided, and if the contractor does not pay taxes. While we are not aware of any instances when the DRS has sought recovery of taxes from a municipality, the possibility nonetheless exists.

Thus, if the procurement does not involve products or services related to real estate construction, delete the text, and insert “THIS ITEM IS NOT APPLICABLE TO THIS RFP” after the section heading. If it involves products or services related to real estate construction, include this provision because, at the time the procurement is issued, you do not know if the successful proposer will be a nonresident contractor.

If the successful proposer is a “nonresident contractor” as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a “verified contractor” within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful proposer agrees 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 any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful proposer’s activities under the Contract.
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, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

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. **MUNICIPAL PUBLIC WORKS CONTRACT REQUIREMENTS**

*[If this contract qualifies as a “municipal public works contract” as defined by C.G.S. § 4a-60g(a)(14) (“Municipal public works contract’ means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u,*]
financed by state funding in an amount equal to fifty thousand dollars or less.”), include the following; if not, exclude this section:]

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a:=2982&q=390928&opmNav_GID=1806.

27. 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 Town should expect push-back on this provision from certain proposers, particularly architects and engineers, who generally prefer that their liability be capped at the contract amount. Any push-back or counterproposal should be discussed with the Town Attorney before a preliminary notice of award is issued.]

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.  [Conn. Gen. Stat. § 52-572k declares void as against public policy clauses “in connection with or collateral to a contract or agreement relative to the construction, alteration, repair or maintenance of any building, structure or appurtenances thereto including moving, demolition and excavating connected therewith, that purport to indemnify or hold harmless the promisee against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such promisee, such promisee’s agents or employees.” To ensure compliance with this statutory provision, the following sentence should be added to RFPs (and contracts) relating to “the construction, alteration, repair or maintenance of any building, structure or appurtenances thereto including moving, demolition and excavating connected therewith”: Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.]  

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

[WORK PRODUCT OF MURTHA CULLINA LLP]
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.

[Conn. Gen. Stat. § 49-41a(a) requires that, for construction contracts exceeding $100,000, the contractor (1) promptly pay its subcontractors or suppliers within 30 days of receipt of payment from the owner, and (2) include in its subcontracts a requirement that the subcontractor promptly pay its sub-subcontractors and suppliers within 30 days of receipt of payment from the general contractor. Further, Conn. Gen. Stat. § 49-41a(b) requires that, for such contracts, each payment requisition be accompanied by “a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract.” The statement “shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed.” Id. To ensure compliance with Section 49-41a, the following sentence should be added to construction RFPs and contracts exceeding $100,000: “In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

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

e. TOWN INSPECTION OF WORK

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

f. **REJECTED WORK OR MATERIALS**

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

g. **MAINTENANCE AND AVAILABILITY OF RECORDS**

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

h. **SUBCONTRACTING**

There will be instances in which the Town does not want the successful proposer to subcontract, transfer or assign its performance to a third party because the Town does not then have a direct relationship with the party performing the work, including accountability. The Town accepted the proposal of the successful proposer -- not the third party -- after checking reference, vetting the proposer, etc. However, there will also be instances when subcontracting is common -- for example, construction projects that involve a number of trades.

The Town will need to decide whether to allow subcontracting on a case-by-case basis, and we encourage the Town to contact the Town Attorney if there are questions. Thus, in each procurement the Town will need to choose one of the following provisions.]

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

**OR**

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.
All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

i. **PREVAILING WAGES**

[Prevailing wages are set by the State Department of Labor for specific projects and generally correspond with the union wage scale. Prevailing wages are required on “[e]ach contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the state or any of its agents, or by any political subdivision of the state [which includes municipalities] or any of its agents. . .” if the contract equals or exceeds certain dollar thresholds. Conn. Gen. Stat. § 31-53. The threshold for new construction of any public works project is $400,000. Conn. Gen. Stat. § 31-53(g). The threshold for the “remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project” is $100,000. *Id.*]

*If prevailing wages are required, the Town or its agent must contact the Labor Commissioner at least 10, but not more than 20, days prior to the advertisement for bids to obtain the prevailing wage rates applicable to the job. Conn. Gen. Stat. § 31-53(e). The Town must include the prevailing wage rates in the “proposal for the contract.” *Id.* Prior to the award of the contract, the Town or its agent must certify in writing to the Labor Commissioner the total dollar amount of work to be done in connection with the project(s). *Id.* Upon the award of the contract, the contractor must certify under oath to the Labor Commissioner the pay scale to be used by the contractor and its subcontractors. *Id.*

The Supplementary General Conditions for AIA forms include these requirements. However, the Town may have a repair or remodeling job that costs $100,000 or more and that is not going to be bid on or otherwise use AIA forms. If the Town has a project described in the statutes and is not certain if the dollar threshold will be met, it is prudent to include this provision in the procurement, so that contractors are reminded of the legal requirement and calculate costs accordingly.

*If the procurement does not involve the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project, then delete the text, and insert “THIS ITEM IS NOT APPLICABLE TO THIS RFP” after the section heading.*]
State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town. A successful proposer who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person’s wages the amount of payment or contribution for such person’s classification on each pay day. Upon Contract award, the successful proposer must certify under oath to the State Labor Commissioner the pay scale to be used by the successful proposer and its subcontractors.

j. **PREFERENCES**

*Conn. Gen. Stat. § 31-52 creates a general preference for the employment of Connecticut and United States residents as laborers on construction contracts with the state. Section 31-52(b) requires a “preference” provision in “[e]ach contract for the construction or repair of any building under the supervision of the state or any of its agents.” Although § 31-52 describes only state contracts, Conn. Gen. Stat. § 7-112 expressly makes this requirement applicable to municipalities.*

*It should be noted that the preferences for Connecticut and U.S. residents will not apply if they will result in a loss of revenue to the municipality from a grant from the federal government. Conn. Gen. Stat. § 31-52(b).*

*If the procurement does not involve the construction or repair of any public building, then delete the text, and insert “THIS ITEM IS NOT APPLICABLE TO THIS RFP” after the section heading.*

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

k. **WORKERS COMPENSATION**

*Under Conn. Gen. Stat. § 31-286a, a municipality may not enter into “any contract ... for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project before receiving from each of the other parties to such contract (1) sufficient evidence of compliance with the*
workers’ compensation insurance and self-insurance requirements of subsection (b) of section 31-284, and (2) a current statement from the State Treasurer that, to the best of his knowledge and belief, as of the date of the statement, the particular party was not liable to the state for any workers’ compensation payments made pursuant to section 31-355" (emphasis added).

Kara Ouellette at the State Treasurer’s Office (860-702-3231) is the person currently responsible for providing such statements. Per Ms. Ouellette, turn-around time is generally a couple of business days.

If the procurement does not involve the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project, then delete the text, and insert “THIS ITEM IS NOT APPLICABLE TO THIS RFP” after the section heading.

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

I. SAFETY

[Conn. Gen. Stat. § 31-53b(a) requires that all contracts for public works with (for new construction) a total cost of more than $400,000 and (for remodeling or repair) a total cost of more than $100,000 must contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on the project that any person performing the work of a mechanic, laborer or worker on the project has either:

(1) completed at least 10 hours of coursework in construction safety and health approved by OSHA, or

(2) completed a new miner training program approved by the Federal Mine Safety and Health Administration (30 C.F.R. 48) or,

(3) in the case of telecommunications employees, has completed at least 10 hours of training (29 C.F.R. 1910.268).

If the procurement does not involve new construction or remodeling or repair at the respective minimum dollar thresholds, then delete the text, and insert “THIS ITEM IS NOT APPLICABLE TO THIS RFP” after the section heading.]

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

m. COMPLIANCE WITH LAWS

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

n. LICENSES AND PERMITS

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

o. 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.

p. AMENDMENTS

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

q. 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.

r. 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.
s. **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.

t. **NON-EMPLOYMENT RELATIONSHIP**

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO PROPOSERS
[If the Town has received a state or federal grant or loan for the services/goods that are at the heart of the RFP and if that grant/loan requires the Town to push its terms down to the party or parties with which the Town contracts, then we recommend that the Town make prospective proposers aware of the grant/loan terms with which the Town expects them to comply. The Town could do so by including a provision, similar to the one below, in the Specifications section of the RFP, substituting “loan” for “grant” and “federal” for “state” when appropriate.

“STATE GRANT/LOAN AGREEMENT

The services [or “goods”] described in this Request [The Town needs to choose, as appropriate, either “may be” or “are”] reimbursable in whole or in part from the State. By submitting a proposal, each proposer agrees to be bound by and comply with each and every applicable provision of the State agreement. A complete copy of the State agreement [need to describe how a proposer will be able to review the terms of the agreement before submitting its proposal. Options include: (1) “will be distributed at the Mandatory Pre-Proposal Site Visit”, if there will be one. In that case, the Town needs to ensure that the agreement it distributes is complete in all respects (i.e., not missing pages or attachments/exhibits), and the Town will need to include as a part of its sign-in sheet the prospective purchaser’s acknowledgement of receipt of the agreement; OR (2) the RFP can direct the proposers to a place on the Town’s website where that complete agreement can be viewed OR (3) include it as part of the RFP.]

[Insert Specifications]
END OF SPECIFICATIONS
TOWN OF MAINSTREAM, CONNECTICUT

INSURANCE REQUIREMENTS FOR

[DESCRIBE SUBJECT MATTER OF PROPOSAL]

PROPOSAL #_______

[Insert Insurance Requirements]

END OF INSURANCE REQUIREMENTS

[WORK PRODUCT OF MURTHA CULLINA LLP]
TOWN OF MAINSTREAM, CONNECTICUT

PROPOSAL FORM

[DESCRIBE SUBJECT MATTER OF PROPOSAL]

PROPOSAL #__________

PROPOSER’S FULL LEGAL NAME:
_______________________________________________

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

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

ACKNOWLEDGEMENT

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

REQUIRED DISCLOSURES

[These disclosures will vary from procurement effort to procurement effort – some may be deleted, others may be added. For example only, the annual RFP for tax and sewer lien assignments can safely delete the second item regarding the State debarment list; may delete – or modify – the item regarding litigation (given that the assignors of these liens are naturally involved in litigation – i.e., foreclosure of the liens they buy); and have added a disclosure concerning any interest in the subject properties held by the proposer or any of its principals, officers or agents. Thus, the Town should look at these disclosures in each instance and make appropriate deletions and/or additions.]

[WORK PRODUCT OF MURTHA CULLINA LLP]
1. **Exceptions to or Modifications or Clarifications of the RFP**

   _____ This proposal does not take exception to or seek to modify or clarify 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 or seeks to modify or clarify 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 pending or resolved arbitration or litigation?
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.

If proposal (bid) security is not required for this procurement, then delete the heading and the following sentence set forth below, up to “NOTE.”

**PROPOSAL (BID) SECURITY**

I/we have included herein the required certified check or proposal (bid) bond in the amount of 10% of the proposal amount.

**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 PROPOSAL FORM
TOWN OF MAINSTREAM, 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.”

______________________________________________________

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

[WORK PRODUCT OF MURTHA CULLINA LLP]
TOWN OF MAINSTREAM, CONNECTICUT

PROPOSAL # [________]
[DESCRIBE SUBJECT MATTER OF PROPOSAL]

PROPOSER’S CERTIFICATION
Concerning Equal Employment Opportunities
And Affirmative Action Policy

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 MAINSTREAM, CONNECTICUT

PROPOSER’S NON COLLUSION AFFIDAVIT

PROPOSAL FOR:

PROPOSAL NUMBER:

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 Mainstream 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 Mainstream 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 _____________________, 20___.

________________________________________
Notary Public
My Commission Expires:

[WORK PRODUCT OF MURTHA CULLINA LLP]
TOWN OF MAINSTREAM, CONNECTICUT

PROPOSAL # [_______]
[DESCRIBE SUBJECT MATTER OF PROPOSAL]

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

[WORK PRODUCT OF MURTHA CULLINA LLP]
CONTRACT FOR [DESCRIBE SUBJECT MATTER]

This Contract is made as of the _____ day of __________, 20___ (the “Effective Date”), by and between the Town of Mainstream, ____________, Mainstream, 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 [describe subject matter] (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 [Note: if the Proposal has taken any exceptions to the RFP, this provision should be amended to included specific statements about whether the Town has accepted or rejected those exceptions – whether they are contrary to or in addition to the RFP’s terms. This is critically important, and we urge you to contact your attorney for assistance on this additional required language.] (collectively, the “Work”).

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

2. Term: [placeholder – will vary from contract to contract]

3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.
4. **Price and Payment:** [placeholder – will vary from contract to contract. If contract extends beyond current fiscal year, be sure to include non-appropriation language.]

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

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

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

   If to the Town:
   
   [name, address, fax and e-mail]

   If to the Contracting Party:

   [name, address, fax and e-mail]

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

TOWN OF MAINSTREAM

By _____________________________
   Name
   Its Town Manager/First Selectman,
   Duly Authorized
   Date: ______________________

[CONTRACTING PARTY LEGAL NAME]

By _____________________________

   Its ____________, Duly Authorized
   Date: ______________________