TOWN OF STONINGTON, CONNECTICUT

REQUEST FOR PROPOSALS

2022 Small Cities Community Development Program Grant Application
RFP: #2022-008

DATE ISSUED: March 25, 2022
TIME AND DATE DUE: 2:00 PM, April 04, 2022

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TOWN OF STONINGTON
REQUEST FOR PROPOSALS
RFP: #2022-008
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION

The TOWN of STONINGTON is accepting sealed proposals for professional services from qualified firms or individuals for professional and technical services required to prepare a 2022 Small Cities Community Development Program Application and provide administrative and technical support to implement activities including program income during the contract period, if grant is approved. Those interested in providing these Services, as set forth in the RFP's specifications, are invited to submit their Proposals to Mr. James Sullivan, Director of Finance, at the Stonington Town Hall, 3rd Floor Finance Office, 152 Elm Street, Stonington, Connecticut 06378, until **2:00 pm local time on Monday April 04, 2022** at which time the proposals received will be opened publicly and read aloud. Proposals submitted after this time will not be accepted. Each proposer must submit a sealed envelope, the outside of which must be clearly marked **"RFP#2022-008 ENCLOSED – 2022 SMALL CITIES COMMUNITY DEVELOPMENT" and include the proposer's company name and address.**

Any questions regarding this bid should be emailed to Susan Cullen, Director of Economic and Community Development at scullen@stonington-ct.gov, with copy to James Sullivan, Director of Finance, Town of Stonington, at jsullivan@stonington-ct.gov by **3:00 PM on Thursday March 31, 2022.**

The successful Proposer is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, Executive Orders #3, No. 17, 11246, 11375 and 11478. Consultants shall comply with State Statutes concerning Employment and Labor Practices, if applicable, and Section 31-53 of the Connecticut Statutes, as amended (Prevailing Wages).

The Town of Stonington and its Agencies and Commissions is an Affirmative Action/Equal Opportunity employer. Respondents must ensure that employees and applicants for employment are not discriminated against because of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, genetic information, veteran status intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Respondent that such disability prevents performance of the work involved. The Town of Stonington complies with all Federal, State, and Local laws governing nondiscrimination in employment in every location in the Town has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. Respondents to this RFP agree and warrant that in the performance of the work contemplated under this RFP they will not discriminate or permit discrimination against any person or group of persons. Respondents agree to provide the State of Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning employment practices and procedures.

A completed Fee Proposal Form **Exhibit G,** and all other attachments listed therein must be submitted with the Proposal.

The Town of Stonington reserves the right to amend or terminate this Request for Proposals, to reject any or all bidders, to waive and technical or legal deficiencies, to request additional information, to waive any informalities or non- material deficiencies in a response, to determine qualifications exclusively and finally in its sole discretion, to select any firm based on any combination of factors, and the Town's best interests, to negotiate with any firm submitting a bid for different or additional terms, and to take any and all other action that, in the Town's sole judgment, will be in its best interests.

The Town of Stonington is an:

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE/WBE AND SBE's are encouraged to bid

END OF NOTICE

TOWN OF STONINGTON, CONNECTICUT
REQUEST FOR PROPOSALS
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION
RFP: #2022-008

TENTATIVE TIMELINE OF THE RFP PROCESS-KEY DATES

RFP Issue Date: March 25, 2022

Final Date to Submit Questions: March **3**1, 2022 3:00p.m.

Final Posting of Responses to Questions: April 01, 2022 4:00p.m.

Proposal Deadline: April 04, 2022 2:00p.m.

Proposal Closing Place: Stonington Town Hall, 152 Elm Street, Stonington, CT 06378.

Proposal Opening Date/Time: April 04, 2022, at 2:00p.m.

Proposal Opening Place: Finance Department, 152 Elm Street, Stonington, CT 06378.

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I. SCOPE OF WORK:

The Town of Stonington requests proposals from qualified firms or individuals for professional and technical services required to prepare a 2022 Small Cities Community Development Program Application and provide administrative and technical support to implement activities including program income during the contract period, if approved. The selected Consultant will be responsible for the development of the Small Cities Community Development Block Grant Application including the associated Environmental Review.

The selected Consultant will also be responsible for all phases of general program administration and compliance, under the Town's direct supervision for approved projects, excluding funds disbursement, which will include such specific project administrative activities as Section 3, Fair Housing and Equal Opportunity, Davis-Bacon compliance, etc.

All Application development and submission and Citizen Participation activities necessary for the specific project submission must be included in the proposal.

Selection will be based on amount of Small Cities projects completed, experience of staff assigned, cost, and any other factors deemed of benefit to the community.

Specific architectural and engineering services required for project activities are **NOT** being requested as part of this proposal.

II. INQUIRIES

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFP must be submitted to Susan Cullen, Director of Economic and Community Development at scullen@stonington-ct.gov with copy to James Sullivan, Director of Finance, Town of Stonington, at jsullivan@stonington-ct.gov.

III. SUBMISSION OF PROPOSALS

General Requirements: Respondents are asked to provide Proposals for the scope of work in accordance with all the terms and specification contained herein.

Respondents shall submit one (1) original and two (2) hard copies and one (1) electronic copy (a compiled Adobe PDF file) of their submittals.

Proposals shall contain the following at a minimum:

1. Proposed scope of work and project approach.

2. Ability to prepare and submit application to the State of Connecticut by its due date May 20, 2022.

3. Detailed information of the firm's or individual's experience in Federal/State funding, and any specific Small Cities CDBG Program experience.

4. Resumes of the project team that would staff the project.

5. A schedule of hourly billing rates by position, which shall remain fixed for up to two years.

6. Contact information for not less than three professional references.

7. A fee proposal for the scope of work. This is a lump sum proposal and shall be inclusive of all costs for the proposed work, including personnel costs (***anticipated hours***, hourly rate, and associated travel costs), materials and any other overhead or necessary requirements. Negotiations may be undertaken to modify the lump sum proposal as appropriate.

8. Example of "Certificate of Insurance" with limits as specified in DECD Bulletin #94-003 and/or specified in **Exhibit H,** which ever limits are higher.

9. Exhibits:
    - A) Proposer's Legal Status Disclosure Form
    - B) Proposer's Non-Collusion Affidavit Form
    - C) Proposer's Statement of References Form
    - D) Required Disclosures
    - E) Affirmative Action Affidavit
    - F) Proposal Form
    - G) Bid Form
    - H) COI with Insurance Limits specified in **Exhibit H**
    - I) Sample Service Agreement

IV. SELECTION PROCESS AND CRITERIA

Proposals will be evaluated based on amount of Small Cities projects completed, experience of staff assigned, cost, and any other factors deemed relevant by the Town, as well as the following criteria:

1. The firm's key personnel, and any proposed sub-consultants who would directly perform the services.
2. Ability to provide required insurance coverage.
3. Project approach.
4. Ability to perform services within project schedule.
5. Proposed cost of work to be performed. Cost shall not be the sole basis for selection.
6. Compliance/completion with/of submission requirements noted above in Section VI.

V. GENERAL TERMS AND CONDITIONS

1. The Town reserves the right to reject any and all proposals, to waive any informality, to request interviews of proposers prior to award and to select and negotiate the proposed services in the best interest of the Town.

2. The Town reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected firm or team.

3. The Selected firm shall guarantee to begin to provide services at the price of the proposal within thirty (30) days of the bid award.

4. Unless otherwise stated, Payment Requests are to be submitted no more than once per month. Each Payment Request shall be signed by the Selected firm and shall constitute the Selected firm's representation that quantity of work has reached the level for which payment is requested, and that the Selected firm knows no reason why payment should not be made as requested. The Payment Request shall include an itemization of all services provided, including unit list price, net price, extensions and total amount due. The Town shall approve by signature the amount that, in the opinion of the Town, is properly owing to the Selected firm.

5. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the work, in an acceptable fashion, to the Town and receipt of invoice, whichever is later.

6. Town is exempt from all sales and Federal excise taxes.

7. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.

8. Unless otherwise specified all costs listed are firm for the term of the contract.

9. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to the RFP.

10. All contracts entered into by the Town shall be governed by the Laws of the State of Connecticut. Any disputes shall be resolved within the venue of the State of Connecticut.

11. Proposers must inform the Town of information concerning any:
    a. Listing on the State's Disbarment List or List of Parties Excluded from Federal Procurement.
    b. Ineligibility, per Connecticut General Statute Section 31-57b to be awarded the contract because of occupational safety and health violations.
    c. Arbitrations and litigation.
    d. Criminal proceedings.
    e. State or local ethics law, regulation, ordinance and /or policy violations.

AWARD TO OTHER THAN THE APPARENT LOW BIDDER: The Town of Stonington reserves the right to award the work to a proposer other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Stonington.

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYTERS
MBE/WBE AND SBE'S ARE ENCOURAGED TO BID

TOWN OF STONINGTON, CONNECTICUT

REQUEST FOR PROPOSALS
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION
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VI. STANDARD INSTRUCTIONS TO PROPOSERS

INTRODUCTION

Interested parties should submit a proposal in accordance with the requirements and directions contained in this REQUEST FOR PROPOSALS. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 3, 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.

1. RIGHT TO AMEND OR TERMINATE THE REQUEST FOR PROPOSALS

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 notifying the firms on the Connecticut DAS's approved vendor list for such work

2. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received, by the date and time noted in the RFP prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and two (2) hard copies, along with a digital copy of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words **"RFP#2022-008 ENCLOSED – 2022 SMALL CITIES COMMUNITY DEVELOPMENT".** 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 fee must be submitted on the Fee Form included in this RFP, see **Exhibit G**. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal fee must be stated in both words and figures. All bids must be prepared in conformity with, and shall be based on and submitted subject to all requirements of the Specifications and any Addenda thereto. 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,

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.

3. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted **only in writing via email** and directed **only to**:

Susan Cullen, Director of Economic and Community Development
Email: scullen@stonington-ct.gov

Proposers shall copy Mr. James. Sullivan, jsullivan@stonington-ct.gov as well.

Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP other than the designated official noted above. 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 the date specified under the time line. 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 relevant questions received and answers provided.

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.

4. 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.

5. 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.

6. OWNERSHIP OF PROPOSALS

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

7. 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.

8. REQUIRED DISCLOSURES

Each proposer must, in its Required Disclosures Form, see **Exhibit D**, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

9. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References Form included in this RFP, see **Exhibit C**.

10. 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, see **Exhibit A**.

11. PERFORMANCE SECURITY – N/A

12. PROPOSAL (BID) SECURITY – N/A

13. 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 and/or CT DAS Contracting Portal, shall in no way relieve it from any aspect of its proposal or the obligations relatedthereto.

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 Report 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.

14. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1).
Federal Tax-Exempt number will be provided to the selected firm prior to execution of contract.

15. 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, as delineated in **Exhibit H**. The Town reserves the right to request from the successful proposer a complete, certified copy of each required insurance policy. A sample Certificate of Insurance should be submitted with bid proposal.

16. GENERAL REQUIREMENTS

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 Repton any combination of separate proposals or proposers.

The Town will select the lowest responsible proposer, 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 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.**

17. NONRESIDENT CONSULTANTS – N/A

18. 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 Contract.

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 subconsultant, 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 Consultants, 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 subconsultant. 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.

Non-Discrimination 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.

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.

Connecticut's Prevailing Wage Law Provision

If applicable, the Consultant must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all Consultants and subconsultants in connection with new construction of any public works project is $400,000 or more and where the total cost of all work to be performed by all Consultants and subconsultants in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is $100,000 or more. For qualifying projects, all Consultants and subconsultants shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the Consultant's monthly certificate for payment. The Consultant should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

Executive Orders

The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 1 7, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Occupational Safety and Health Administration Requirement

According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all Consultants and subconsultants in connection with the contract is at least $100,000 shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each Consultant furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The Consultants should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

19. NON COLLUSION AFFIDAVIT

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

20. 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.

a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent Consultants, 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.

Nothing in this section shall obligate the successful proposer to indemnify the Town or its 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 or its 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 or its 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.

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. SUBCONTRACTING

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 subconsultant. The Town shall have the right to object to any proposed subconsultant by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subconsultant. If the Town objects to a proposed subconsultant, the successful proposer shall not use that subconsultant 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 subconsultants 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 subconsultants and of persons employed, whether directly or indirectly, by its subconsultant(s).

d. PREFERENCES − N/A

e. 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.

f. 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.

g. AMENDMENTS

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

h. 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.

i. 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.

j. 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.

k. 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 worker's compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

21. LOCAL VENDOR PREFERENCE -N/A

22. QUALIFICATIONS OF BIDDER

The Town may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

EXHIBIT A

TOWN OF STONINGTON
REQUEST FOR PROPOSALS
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION

RFP: #2022-008

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)

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)

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

EXHIBIT B

TOWN OF STONINGTON, CONNECTICUT
REQUEST FOR PROPOSALS
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION
RFP: #2022-008

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 Stonington 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 Stonington 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:

END OF NON-COLLUSION AFFIDAVIT FORM

EXHIBIT C

TOWN OF STONINGTON, CONNECTICUT

REQUEST FOR PROPOSALS
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION
RFP: #2022-008

PROPOSER'S STATEMENT OF REFERENCES FORM

Provide at least three (3) references:

- BUSINESS NAME _____
- ADDRESS _____
- CITY, STATE _____
- TELEPHONE: _____
- INDIVIDUAL CONTACT NAME AND POSITION _____

_____

- BUSINESS NAME _____

  ADDRESS _____

  CITY, STATE _____

  TELEPHONE: _____

  INDIVIDUAL CONTACT NAME AND POSITION _____

  _____

- BUSINESS NAME _____

  ADDRESS _____

  CITY, STATE _____

  TELEPHONE: _____

  INDIVIDUAL CONTACT NAME AND POSITION _____

  _____

END OF STATEMENT OF REFERENCES FORM

EXHIBIT D

TOWN OF STONINGTON, CONNECTICUT
REQUEST FOR PROPOSALS
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION
RFP: #2022-008

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 Contract Terms set forth in the Standard Instructions to Proposers. **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 but not only the following Contract Terms set forth in 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
_____ Department of Consumer Protection License No.
_____ CT Secretary of State Business ID 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 (current or former, 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 (current or former, 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 (current or former, 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.

7. Federal Debarment

Is the proposer on the Federal Government's Debarment List?

_____Yes
_____No
_____ Federal Duns#

8. MBE/WBE/SBE

Is the proposer an MBE? _____ Yes _____No
Is the proposer an WBE? _____ Yes _____No
Is the proposer an SBE? _____ Yes _____No

END OF REQUIRED DISCLOSURES FORM

EXHIBIT E

TOWN OF STONINGTON, CONNECTICUT
REQUEST FOR PROPOSALS
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION
RFP: #2022-008

AFFIRMATIVE ACTION/EEO AFFIDAVIT

Concerning Equal Employment Opportunities and/or Affirmative Action Policy I/we, the respondent, certify to the TOWN OF STONINGTON 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 Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person: _____

Subscribed and sworn to me _____

This _____ day of _____, 20____

_____ My Commission Expires_____
Notary Public date

END OF AFFIDAVIT FORM

EXHIBIT F

TOWN OF STONINGTON, CONNECTICUT

REQUEST FOR PROPOSALS
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION

RFP: #2022-008

PROPOSAL FORM

Proposer
Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Contact Person: _____ Title: _____

We submit for your consideration our RFP; we have read the RFP documents and are submitting our proposal in full compliance with all terms and conditions except as noted below under "Exceptions."

EXHIBIT F (Continued)

ADDENDA RECEIPT

Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Dated_____
Addendum No. _____ Dated_____

The undersigned agrees to complete the project based on the project manual for the above referenced total bid price.

AUTHORIZED REPRESENTATIVE:

_____
Name of Firm

_____
Address

_____
Phone #

_____
Printed Name and Title

_____ _____
Signature Date:

END OF PROPOSAL FORM

EXHIBIT G

TOWN OF STONINGTON
REQUEST FOR PROPOSALS
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION

FEE PROPOSAL

The undersigned, duly authorized agent for the individual, partnership, corporation or other entity (hereinafter called the respondent) submitting this fee proposal affirms and declares:

1. That this fee proposal is submitted by said respondent with full knowledge and acceptance of the Specifications for Request for Proposals **RFP: #2022-008**.
2. That should this fee proposal be accepted in writing by the TOWN of STONINGTON, (hereinafter called the TOWN), said respondent will furnish the services for which this fee proposal is submitted at the dollar amount indicated and in compliance with the provisions of said contract and contract specification.

Fee Proposal in figures: $_____

FEE PROPOSAL IN WORDS: _____

_____

3. The TOWN reserves the right to reject any, or any part of, or all Fee Proposals; to waive informalities; and to accept the Fee Proposal which the TOWN deems to be in the best interest of the TOWN.

AUTHORIZED REPRESENTATIVE:

_____
Name of Firm

_____
Printed Name and Title

_____ _____
Signature Date:

END OF BID FORM

EXHIBIT H

TOWN OF STONINGTON, CONNECTICUT
REQUEST FOR PROPOSALS
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION

INSURANCE REQUIREMENTS

Consultant shall purchase and maintain without interruption from the date of commencement of the Services until the date of final payment for the last Project to be completed and for the additional periods specified herein, the following insurance and all insurance that may be required under any Applicable Laws, written by insurance companies with a rating of at least an "A-VIII" in the latest addition of A.M. Best. If Consultant fails to obtain and keep in force the insurance required hereunder, Owner may obtain and maintain the required insurance in the name of Consultant and the cost thereof shall be payable by Consultant to Owner on demand. Failure to maintain the insurance coverage required or failure to comply fully with any of the insurance provisions as may be necessary to carry out the terms and provisions of the Agreement shall be deemed to be a material breach of the Agreement. Insurance requirements are independent of, and in addition to, Consultant's liability under the Agreement. The limits and coverages set forth in this Exhibit are the minimum requirements under the Agreement. Except for Professional Liability and Workers Compensation insurance which cannot have additional insureds, the inclusion of these minimum requirements shall not be interpreted to restrict the rights of the Additional Insureds to the stated minimum coverage amounts in the event the Consultant maintains coverage at higher limits. Nothing in the Agreement shall be deemed to limit Consultant's liability under the Agreement to the limits of the insurance coverages required hereunder. Consultant shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date. Capitalized terms in this Exhibit that are not specifically defined in this Exhibit shall have the meanings set forth in the Agreement to which this Exhibit is attached.

1. **Commercial General Liability** ("CGL") insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from Consultant's operations and completed operations under the Agreement, whether such operations be by Consultant or by anyone directly or indirectly employed by the Consultant, or by anyone for whose acts the Consultant may be liable. Such insurance shall include, along with other coverages available to the Consultant or under the CGL policy, each of the following:

   (a) At a minimum, the following limits and coverages:

      (i) $1,000,000 each occurrence or the full per occurrence limits of the policy, whichever is greater

(ii) $2,000,000 personal and advertising injury or the full personal and advertising injury limits of the policy, whichever is greater

(iii) $2,000,000 general aggregate or the full general aggregate limits of the policy, whichever is greater

(iv) $300,000 damage to rented premises

(v) $10,000 Medical Expenses

(b) Coverage for ongoing operations, independent Consultants, and any persons or entities performing work on behalf of Consultant.

(c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the statute of repose for the state in which the Project is located.

(d) An appropriate endorsement acceptable to Owner stating that "limits apply per project."

(e) Contractual liability coverage.

(f) Contain a severability or separation of insureds clause.

(g) The insurance maintained by Consultant shall be primary and noncontributory, and any other insurance or self-insurance maintained by Owner or the Additional Insureds is in excess and shall not contribute to Consultant's insurance in all instances regardless of any like insurance that Owner or the Additional Insureds may have.

(h) No exclusion or limitation for residential construction.

(i) Waiver of Subrogation endorsement in favor of Owner.

2. **Commercial Automobile Liability** coverage to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Consultant, including each of the following:

(a) A combined single limit for bodily injury and property damage of

$1,000,000 per accident.

(b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to Consultants or others providing services to Consultant).

(c) Waiver of Subrogation endorsement in favor of Owner.

3. Follow-form **umbrella (excess) liability** insurance with a limit of $2,000,000 each occurrence in excess of the general liability, employer's liability, workers' compensation liability, and business automobile liability coverages required of

Consultant under this Exhibit. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to the Project.

4. **Workers' Compensation insurance**, including employer's liability, for all persons whom Consultant employs (or uses as contract labor if the Consultant is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Services are performed, and shall include the following:

   (a) Coverage A (Workers' Compensation) - Statutory

   (b) Coverage B (Employer's Liability)

   At a minimum, the following limits and coverages:
   (i) $500,000 for each accident, for bodily injury by accident

   (ii) $500,000 for each employee, for bodily injury by disease

   (iii) $500,000 for each disease policy limit

   (c) Waiver of Subrogation endorsement in favor of Owner.

   (d) Contain endorsements that provide:

   (i) Voluntary Compensation

5. **Property insurance** providing coverage for property in which Consultant retains the risk of loss including their own equipment, (stationary or mobile), tools (including employee tools), supplies, materials, or any other property owned or leased by Consultant. If Consultant chooses to self-insure any of the property described under this Paragraph, it is agreed that Consultant shall hold Owner and its representatives, agents and employees harmless for any loss sustained by the Consultant of its equipment, tools, supplies, materials and other property of Consultant whether owned or leased.

6. **Additional Insureds:** Commercial General Liability, Umbrella Liability and Comprehensive Automobile Liability insurance policies will name the Owner, and its respective employees, agents and representatives as additional insureds. Certificates of Insurance showing such coverages and additional insureds, along with copies of appropriate additional insured endorsements will be filed with the Owner on or before the execution of the Agreement. At any time requested by the Owner, the Consultant will provide to the Owner a copy of any of the aforementioned policies, and any endorsements or amendments thereto.

7. **Professional liability insurance:** Each Claim or Occurrence/Aggregate $1,000,000/$2,000,000

8. **Notice of Cancellation**: The Consultant shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Exhibit. The Consultant shall provide such written notice within five (5) business days of the date the Consultant is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance.

9. **Consultants and Consultants Insurance**: Consultant shall require that each Consultant and sub-Consultant under contract with the Consultant comply with the insurance requirements above, except that a Consultant or sub-Consultant that provides no professional services for any Project shall not be required to provide Professional Services Liability Insurance. Before permitting any of its Consultants or sub-Consultants to perform any Services, Consultant shall obtain a certificate of insurance from each such Consultant and sub-Consultant evidencing that such Consultant or sub-Consultant, as applicable, has obtained the required minimum insurance and has added those entities as additional insureds with respect to the Commercial General Liability, umbrella liability, and Commercial Automobile Liability insurance, and all other insurances as required herein. All policies of Consultants and sub-Consultants shall include a waiver of any right of subrogation of the insurers thereunder against Consultant, the Owner and the other Additional Insureds.

CERTIFICATES ON INSURANCE & POLICY ENDORSEMENTS

Original, completed Certificates of Insurance must be presented to the Town prior to contract issuance, and must name the Town as an additional insured. The Consultant agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of any policy. Should any of the above-described policies be cancelled before the expiration date, written notice must be given to the Town 30 days prior to cancellation. ***A copy of the insurance endorsement naming the Town as an additional insured must also be provided to the Finance Director along with copies of the endorsements within the policy naming the Town as an additional insured.*** Required limits are scheduled out below:

REQUIRED LIMITS

		(Minimum Limits)
General Liability*	Each Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products/Completed Operations Aggregate	$2,000,000
	Personal and ADV Injury	$1,000,000
	Damage to Rented Premises	$ 300,000
	Medical Expense (anyone person)	$ 10,000
Auto Liability*	Combined Single Limit	
	Each Accident	$1,000,000
	Aggregate	$1,000,000
Umbrella*	Each Occurrence	$2,000,000
Excess Liability	Aggregate	$2,000,000
Professional Liability Insurance	Each Occurrence / Aggregate	$1,000,000/ $2,000,000
Workers' Compensation and Employers' Liability	WC Statutory	
	Limits EL Each	$500,000
	EL Disease Each Employee	$500,000
	EL Disease Policy Limit	$500,000

INSURANCE REQUIREMENTS FOR SUBCONSULTANTS

The Consultant shall ensure that all tiers of their subconsultants shall procure and maintain insurance in like form and amounts including the Additional Insured requirements, as set forth above. Copies of the certificates of insurance must be provided to the Town prior to the subconsultant entering the jobsite.

EXHIBIT I

AGREEMENT
BETWEEN
TOWN OF STONINGTON
AND
ABC, INC FOR
2022 SMALL CITIES COMMUNITY DEVELOPMENT
PROGRAM GRANT APPLICATION

THIS AGREEMENT made this _____ day of _____ 2022, by and between the Town of Stonington having its physical address at 152 Elm Street, Stonington, CT (hereinafter "Owner", and _____, a corporation having its physical address at _____, hereinafter called the "Consultant."

WITNESSETH

WHEREAS, Owner desires to retain the services of Consultant to provide services in accordance with the Scope of Services as outlined in **RFP: #2022-008.**

WHEREAS, the Consultant has agreed to furnish such services pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, for the consideration hereinafter stated, the parties hereto, intending to be legally bound, covenant and agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 Consultant shall furnish all technical and professional labor, and materials to satisfactorily comply with scope of services as outlined in **RFP: #2022-008**, and described therein.

1.2 The Consultant shall assign personnel to each Task who have the proper training and experience to competently perform the Services. The Consultant will only assign personnel to a Task that is acceptable to the Owner. If it is determined by the Owner that a specific individual assigned by the Consultant is not adequately providing the Services as described in this Agreement, the Owner will promptly contact the Consultant to request adjustment to the individual's work or replacement of that individual. The replacement of that individual shall be subject to the prior approval of the Owner which approval shall not be unreasonably withheld.

ARTICLE 2 – FEES

2.1 Owner shall pay Consultant a lump sum fee as outlined in the Consultant's proposal, see **Exhibit G**.

For any additional services not provided for in this Agreement or in Consultant's proposal, Consultant will bill the Town at a rate to be negotiated at the time of service. No additional services are to be performed unless approved in writing beforehand by the Town.

2.2 The Project Fees noted above are the sole compensation to be paid to the Consultant for such services, and is inclusive of its general and office overhead, insurance, profit, and all other costs.

2.3 Owner shall pay the amount due to the Consultant under each invoice within thirty (30) days after submission by Consultant of such invoice to the Owner along with such substantiating documentation as is requested by the Owner.

ARTICLE 3 – INSURANCE & INDEMNIFICATION

3.1 The Consultant shall maintain the insurance described in **Exhibit H** for so long as this Agreement is in effect and for such longer periods as are reflected in **Exhibit H**, and indemnify the Town in accordance with Section 3.2 of this Agreement. Consultant shall provide the Town's Finance Director with certificates of insurance denoting levels of coverage per **Exhibit H**, ***as well as a copy of the insurance policy endorsements naming the Town as an additional insured.***

3.2 The Consultant agrees, to the fullest extent permitted by law, to indemnify, and hold harmless the Town, its employees, officers, officials, and board or commission members, 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 reasonable attorney's fees and defense costs, to the extent caused by Consultant's malfeasance, misconduct, negligent acts, errors, or omissions or failure to meet its obligations under the Contract. The Consultant'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 or its Indemnified Parties made or brought by any employee of the Consultant, or anyone directly or indirectly employed or contracted with by the Consultant, or anyone for whose acts or omissions the Consultant is or may be liable, the Consultant'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 Consultant under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The Consultant shall also be required to pay any and all reasonable attorney's fees incurred by the Town or its Indemnified Parties in enforcing any of the Consultant's obligations under this section. The Consultant'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 Consultant.

ARTICLE 4 – DESIGNATED REPRESENTATIVES

4.1 Owner designates Susan Cullen, Director of Economic and Community Development, as its designated representative under this Agreement. Such designation may be changed by Owner from time to time by written notice to Consultant.

4.2 The Consultant designates _____, as its designated representative under this Agreement. Such designation may be changed by the Consultant from time to time by written notice to the Owner.

ARTICLE 5 – TERMINATION

5.1 Either party may terminate this Agreement due to the material breach of this Agreement by the other party by giving the other party seven (7) days' prior written notice of termination which notice shall describe the material breach upon which the termination is based. The Owner may terminate the Consultant for convenience, and without cause, by giving the Consultant thirty (30) days' prior written notice of termination. Provided termination is not by the Owner for cause (due to a material breach of this Agreement

by the Consultant), the Owner shall pay the Consultant for Services rendered in accordance with this Agreement through the effective date of termination.

ARTICLE 6 – MISCELLANEOUS

6.1 All notice required by or permitted to be given pursuant to this Agreement shall be deemed validly given three (3) days after the same shall be deposited in the United States Mail, certified or registered, return receipt requested, postage prepaid, or by overnight courier addressed as noted herein to the parties as follows:

TO OWNER:

Ms. Danielle Chesebrough, First Selectman
Town of Stonington
152 Elm Street
Stonington, CT 06378

With a copy to:
Susan Cullen, Director of Economic and Community Development
Town of Stonington
152 Elm Street
Stonington, CT 06378

TO CONSULTANT:

Consultant:
Address:
Address:
Attention:

6.2 The captions and subheadings contained herein are for information only and shall in no way modify or limit terms, provisions or conditions hereof.

6.3 ***This Agreement, along with Exhibits X, and Y****, co*nstitutes the entire agreement between the parties with respect to the Services to be provided. No provisions of this Agreement shall be changed or modified except by a written amendment signed by both parties.

6.4 No waiver of any of the conditions or provisions of this Agreement or of any of the rights of either party hereunder shall be effective or binding unless such waiver shall be given in writing and signed by the party claimed to have given, consented or suffered the waiver.

6.5 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner and its respective officials, agents, employees and representatives from and against claims, liens, judgments, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Consultant, its Consultants s or Consultants, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable; provided however that such indemnity obligations shall not include liability for damage arising out of bodily injury to person or damage to property caused by or resulting from the negligence of the indemnitee, such indemnitee's agents or employees.

6.6 This Agreement shall be governed by the laws of the State of Connecticut both as to interpretation and performance. In the event of a dispute, the parties shall negotiate in good faith. Should the dispute remain

unresolved after such good faith effort, either party may pursue their legal remedies in the Supreme Court of the State of Connecticut, New London County, for all purposes in connection with any action or proceeding which arises from or relates to this Agreement.

6.7 THE CONSULTANT HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO TRIAL BY JURY OF CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND THE CONSULTANT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE OWNER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSULTANT'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. Except as prohibited by law, the Consultant waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damage or any damages other than, or in addition to, actual damages. The Consultant (a) certifies that neither the owner nor any representative, agent or attorney of the owner has represented, expressly or otherwise, that the owner would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Agreement, the owner is relying upon, among other things, the waivers and certifications contained in this Section 6.7.

ARTICLE 7 – SPECIAL PROVISIONS/ACKNOWLEDGMENTS

7.1 NON-DESCRIMINATION – Consultant, represents and warrants that it will not discriminate against any employee or applicant for employment because of race, color, gender, age, religion, national origin, or citizenship status, disability, sexual orientation, veteran or marital status and that it shall comply with all of the applicable laws against discrimination and all rules, regulations and orders issued thereunder or in implementation thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written:

Owner: Town of Stonington
By: _____
Name: Danielle Chesebrough
Title: First Selectman

Consultant:
By: _____
Name:
Title: