



TOWN OF WILLINGTON, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INSTRUCTIONS

The Town of Willington, Connecticut (the “Town”) is soliciting proposals for the Revaluation of all real property located in the Town. The required services are more specifically described in the Specifications that are part of this RFP. 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.

The Town may conduct interviews of some, but not all, Proposers, at its sole discretion.

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

The Town reserves the right to: amend or terminate this RFP; to accept all or any part of a proposal; to reject all proposals; to waive any non-material deficiencies in a proposal.

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 effectuated by posting a notice on the Town’s website, www.willingtonct.gov under “Invitations to Bid/Requests for Proposals.”

Because this RFP provides for a multi-year agreement, the Contractor’s performance of the work may extend beyond the Town’s current fiscal year. Funding for subsequent fiscal year(s) is dependent on the Town’s annual budget approval. If funding is not approved for any fiscal year beyond the current one, FY 2024, the Town will pay for the work performed prior to a termination date. The Town shall have no obligation or liability to the successful Proposer for the unfunded year(s).

3. KEY DATES

Proposal Opening:	Thursday, November 30, 2023 at 12:00 PM
Interviews:	December 4 – December 7, 2023, if deemed necessary
Preliminary Notice of Award:	December 11, 2023
Contract Execution:	Within ten (10) business days of Preliminary Notice of Award

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

4. OBTAINING THE RFP

All documents that are a part of this RFP may be obtained on the Town's website www.willingtonct.gov under "Invitations to Bid/Requests for Proposals."

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the office of the First Selectman, 40 Old Farms Road, Willington, CT 06279 prior to the date and time the first proposal is scheduled to be opened publicly. Proposals not RECEIVED, with 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, corrections and/or modifications.

One (1) original and four (3) copies of all proposal documents must be submitted in sealed opaque envelopes clearly labeled with the Proposer's name and address, the words "REVALUATION PROPOSAL DOCUMENTS" in the Proposal Title and the Proposal Opening Date. The Town may decline to accept proposals submitted in unmarked envelopes. 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 prescribed Proposal Form, and all blank spaces for proposal prices must be completed in ink or be typewritten 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 are considered valid and may not be withdrawn, cancelled or modified for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the Proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful Proposer.

An authorized person representing the legal entity of the Proposer must sign the proposal.

6. QUESTIONS AND AMENDMENTS

Questions concerning the proposal process procedures and specifications are to be submitted in writing by email and fax to:

Name: Kara Fishman, Assessor
Department: Assessor's Office
Email: kfishman@willingtonct.gov
Fax: 860-487-3103

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 Assessor must receive any questions from proposers no later than seven (7) business days before the proposal opening date. A confirmation of the receipt of a Proposer's questions by will be supplied by email. The town will answer all written questions by issuing an addendum, which shall be part of this RFP and the resulting Contract, containing all questions received and responses to same. At least four (5) calendar days prior to proposal opening, the Town will post a copy of the addendum on the town's website www.willingtonct.gov under **"Invitations to Bid/Requests for Proposals"**.

Each Proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete the 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 A PROPOSAL

Each Proposer's cost incurred in developing its proposal or 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. The 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 that contain the claimed Confidential Information by visibly marking all pages and portions. Provided that the Proposer cooperates with the Town as described below, the

Town shall, to the extent permitted by law, protect from an authorized disclosure such Confidential Information.

If the Town receives a request for a Proposer's Confidential Information, it shall immediately 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 of said information by notifying the Town in writing to withhold disclosure of said information, identifying in such notice the basis for such objection, including the statutory exemptions from disclosure. The Proposer shall be responsible for defending any complaint brought in connection with the non-disclosure, including but not limited to appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

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

- Its inability or unwillingness to meet any requirement of this RFP, including but not limited to the Contract Terms contained in section 22, below, and the Specifications;
- If it is listed on the State of Connecticut's Debarment List;
- If it is ineligible, pursuant to the Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All reserved and pending arbitrations and litigation matters in which the Proposer or any of its principals (regardless of their place of employment) has been a party within the last ten (10) years;
- All criminal proceedings in which the Proposer or any of its principles (regardless of their place of employment) have ever been the subject; and
- Each instance in which it or any of its principals (regardless of their place of employment) have ever been found to have violated any state or local ethics standard or to have committed any other offense arising out of the submission of proposals or bids, or the performance of work on public works projects or contracts.

A Proposer's acceptability based on these disclosures lies solely in the Town's discretion.

12. REFERENCES AND EXPERIENCE- See Page 3 of Specifications, I. General Conditions, Section A subsection 2.

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 to do business in the State of Connecticut that is on file with that office. The Town may, in its sole discretion, request acceptable evidence of any Proposer's legal status.

14. PROPOSAL (BID) SECURITY

Each proposal must be accompanied by the certified check of the Proposer payable to "The Town of Willington" or a proposal/bid bond with the surety acceptable to the Town in an amount equal to at least TEN PERCENT (10%) of the total amount for which it submits a proposal. The surety 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-" rating as reported in the latest edition of *Guide to Best's Credit Ratings*. The successful Proposer, upon its refusal or failure to execute or deliver the Contract, certificate(s) of insurance, 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(s).

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

15. PRESUMPTION OF PROPOSERS 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 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, ordinances and regulations that in any manner relate to the RFP or the performance of the work described therein.

By submitting a proposal, each Proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in the RFP and can perform the work to achieve the Town's objectives.

16. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes into Connecticut sales and use taxes. Exemption from State Sales Tax is in accordance with CT Gen. Statutes Chapter 219 §12-412(1). No exemption certificates are required, and none will be issued.

17. INSURANCE

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

18. PERFORMANCE SECURITY

The successful Proposer shall furnish a performance bond covering the faithful performance of the Contract (the "Performance Security"). The Performance Security shall be in the amount of the Contract and in a form acceptable to the Town. The Performance Security shall be issued by a company

licensed by the State of Connecticut that has at least an “a-” rating according to Guide to *Best’s Credit ratings*. The cost of the Performance Security shall be included in the proposal price. The successful Proposer shall deliver the Performance Security to the Town prior to Contract execution. The Town will release the Performance Security upon the Town Assessor’s written certification that the project has been completed.

19. 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 may correct, after Proposer verification, any mistake in a proposal that is a clerical error, such as 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 may conduct interviews of some, but not all, Proposers.

The Town reserves the rights to accept the proposal that is in the Town's best interests. Although price will be an important factor, it will not be the only basis for award. Consideration may also be given to a Proposer’s experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town’s interests, including compliance with the procedural requirements stated in this RFP.

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

The Town reserves the right to 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 its judgment, will be in the Town's best interests.

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 is subject to further discussions with the Proposer. The making of a preliminary award to a Proposer does not provide a Proposer or 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 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 Preliminary Notice of Award, unless extended by the Town, the Town may call any bid security provided by the Proposer and may enter discussions with another Proposer.

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

20. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each Proposer confirms that it has complied, and during the term of the Contract will comply, but 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 properly completed an 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 all attorney's fees and costs incurred by the Town and other Indemnified Parties in enforcing any of the successful Proposer's obligations under this provision, whether or not a lawsuit is commenced, which obligations shall survive the termination or expiration of the Contract.

21. NON-COLLUSION AFFIDAVIT

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

22. 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 and its Proposal Form (see Section 11 of the Standard Instructions to Proposers):

a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful Proposer must agree, 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, judgment, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful Proposer's malfeasance, misconduct, intentional acts, negligence or failure to meet its obligations under the RFP or the Contract. The successful Proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful Proposer's insurance.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful Proposer, or anyone directly or indirectly employed or

contracted with by the successful Proposer, or anyone for whose acts or omissions the successful Proposer is or maybe liable, the successful Proposer's obligations under this section shall not be limited by 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 all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful Proposer's obligations under the section, which obligation shall survive the termination or expiration of this RFP and the Contract.

As a municipality 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, and 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 a public proposal. The Town's permission to the successful Proposer to do so is not a statement about the quality of the successful Proposer's work or the Town's endorsement of the successful Proposer.

c. W-9 FORM

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

d. PAYMENTS

See the RFP Specifications, Section I, General Conditions, Section D, Part 4.

e. TOWN INSPECTION OF WORK

The Town and its agents and representatives 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. SUBCONTRACTING

The successful Proposer may subcontract the work described in the Specifications. Such 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 Specifications.

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 subcontractor(s) and of persons employed, whether directly or indirectly, by its subcontractor(s). The successful Proposer shall indemnify and hold the Town harmless for any lien, lawsuit or other adverse undertaking by any subcontractor against the Town for payment of work undertaken by said subcontractor.

g. 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 of Willington related to its proposal and the performance of the work described in the Contract.

h. NON-DISCRIMINATION

A successful Proposer shall not discriminate against any employee in a category protected by law, including gender, sexual orientation, race, color, creed, national origin, age (except minimum age and retirement provision), marital status, or mental or physical disability. Any violation of this provision shall be considered a violation of a material provision of the Contract and shall be grounds for the Town to cancel, terminate, or suspend the Contract, in whole or in part, and may result in ineligibility for further Town contracts. The successful Proposer shall, at all times during the RFP process and the Contract term, comply with all applicable Town, State of Connecticut, and federal anti-discrimination laws, rules, regulations and requirements.

i. CERTIFICATIONS, LICENSE AND PERMITS

Successful Proposer represents that, throughout the Contract term, it and each person it assigns to work under the Contract shall have all certifications, approvals, permits and licenses required by the town and/or any state or federal authority, and the successful Proposer shall provide the Town with proof of same. The successful Proposer shall immediately and in writing notify the Town of the loss or suspension of any such certification, approval, permit or license by it or by any person it assigns to work under the Contract.

j. AMENDMENTS

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

k. 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, agreement or promises, oral or otherwise, not printed or inserted in or attached as exhibits to the Contract.

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.

m. 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. The parties will submit any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

n. 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 this Contract.

o. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful vendor 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 vendor 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 vendor shall be solely responsible for any applicable taxes.

TOWN OF WILLINGTON, CONNECTICUT
NON-COLLUSION AFFIDAVIT
Bid Proposal for 2024 Revaluation

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

- (1) 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 submitting a bid for the proposed work;
- (2) The proposer, its employees and agents have not communicated the contents of the proposal to any person that is 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 bids; and
- (3) No elected or appointed official or other officer or employee of the Town of Willington is directly or indirectly financially interested in the proposer's bid proposal, or in the supplies, materials, equipment, work or labor related to it; in any of the profits thereof, nor to the proposer's knowledge has said elected or appointed official, officer or employee of the Town violated any rule, law or regulation, including local and state ethics rules, as concerns the proposal.

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

Proposer's Full Legal Name

(signature) _____

(print) _____

Name and Title of Proposer's Authorized Representative

(signature) _____

(print) _____

Date

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public
My Commission Expires

TOWN OF WILLINGTON
AFFIRMATIVE ACTION/EEO AFFIDAVIT
Bid Proposal for 2024 Revaluation

Concerning Equal Employment Opportunities and/or Affirmative Action Policy I/we, the Proposer, certify to the TOWN OF WILLINGTON that:

- 1) I/we will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- 2) I/we will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, sexual orientation, disability or national origin. Such actions shall include, but not be limited to the following: Employment, promotion, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3) I/we do not maintain segregated facilities.
- 4) I/we have filed all required employer's information reports.
- 5) I/we have developed and maintain a written affirmative action program_____ or
I/we employ 10 fewer people_____

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

Proposer's Full Legal Name

(signature)_____

(print)_____

Name and Title of Proposer's Authorized Representative

(signature)_____

(print)_____

Date

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My Commission Expires