



LEGAL NOTICE

TOWN OF CHESHIRE, CONNECTICUT

REQUEST FOR PROPOSALS FOR THE PURCHASE OF DELINQUENT MUNICIPAL TAX, SEWER USE AND WATER ASSESSMENT LIENS

April 28, 2023

The Town of Cheshire seeks sealed proposals for the purchase of delinquent municipal property tax, sewer use and water assessment liens, pursuant to Conn. Gen. Stat. §§ 12-195h, 7-254 and 7-258. The amount due to the Town on these liens currently totals \$282,895.91. The Town will receive proposals until 2:00 P.M. local time on Thursday, May 11, 2023. At that time proposals will be opened.

The documents comprising the Request for Proposals may be obtained on the Town's website, www.cheshirect.org, under "Bids & RFPs."

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST FOR PROPOSALS FOR
THE PURCHASE OF DELINQUENT MUNICIPAL
TAX, SEWER USE AND WATER ASSESSMENT LIENS**

Proposal Number: # 2223-34
Proposal Opening Date: Thursday, May 11, 2023
Proposal Opening Time: 2:00 P.M. local time
Proposal Opening Place: Cheshire Town Hall, Room 207

The Town of Cheshire, Connecticut (the “Town”) seeks written, sealed proposals from interested parties for the purchase of delinquent municipal property tax, sewer use and water assessment liens, pursuant to the provisions of Connecticut General Statutes §§ 12-195h, 7-254 and 7-258. The amount due to the Town on these liens totals \$282,895.91. The sale will be conducted as a bulk sale transaction with one aggregate bid for all liens.

One (1) original and four (4) copies of sealed proposals must be received in the Cheshire Town Hall, Town Manager’s Office, Room 221, by the date and time noted above. The Town will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals may be obtained on the Town’s website, www.cheshirect.org, under “Bids & RFPs.” **Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.

This Request for Proposals (“RFP”) includes:

- Standard Instructions to Proposers
- Specifications
- Proposal Form
- Proposer’s Legal Status Disclosure Form
- Proposer’s Certification Form Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer’s Non-Collusion Affidavit Form
- Addenda, if any
- The Contract with exhibits in the form attached

TOWN OF CHESHIRE, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Cheshire, Connecticut (the “Town”) seeks written, sealed proposals from interested parties for the purchase of delinquent municipal property tax, sewer use and water assessment liens, pursuant to the provisions of Connecticut General Statutes §§ 12-195h, 7-254 and 7-258. The amount due to the Town on these liens totals \$282,895.91. The sale will be conducted as a bulk sale transaction with one aggregate bid for all liens. The respondent selected for contract award shall, within five (5) days of receipt of notice of award from the Town, execute the contract provided by the Town. The contract will comply in all respects with Conn. Gen. Stat. Sec. 12-195h.

This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer’s failure to comply with this requirement may result in disqualification.**

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

2. RIGHT TO AMEND OR TERMINATE THE RFP

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 interests. Any such action shall be affected by a posting on the Town’s website, www.cheshirect.org, under “Bids & RFPs.” **Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

3. KEY DATES

Proposal Opening: Thursday, May 11, 2023.

Preliminary Notice of Award: June 2, 2023.

Contract Execution: No later than June 12, 2023.

Closing: No later than 2:00 PM (local time) on June 22, 2023.

TIME IS OF THE ESSENCE.

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

4. OBTAINING THE RFP

All documents that are a part of this RFP may be obtained on the Town's website, www.cheshirect.org, under "Bids & RFPs."

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Cheshire Town Hall, Town Manager's Office, Room 221, 84 South Main Street, Cheshire, CT 06410 prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and four (4) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS**," and the **Proposal Title, Proposal Number and Proposal Opening Date**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents, and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

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

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) 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.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted **in writing** (including by e-mail) and directed **only to**:

Name: Arnett Talbot, Assistant Town Manager
Department: Town Manager's Office
E-mail: atalbot@cheshirect.org

Questions concerning this RFP's Specifications are to be submitted **in writing** (including by e-mail) and directed **only to**:

Name: Anne Marie Burr, CCMC, CCMO
Title: Collector of Revenue
E-mail: aburr@cheshirect.org

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.cheshirect.org, under "Bids & RFPs." **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

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

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

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

- Its inability or unwillingness to meet, or its clarification or modification of, any requirement of this RFP, including but not only any of the provisions of the attached Contract. **A proposer's failure to make any such disclosure shall be deemed to be its acceptance of each and every requirement, term, provision and condition of this RFP, including the Contract**
- If it is listed on the State of Connecticut's Debarment List
- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations
- All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) has been involved within the last ten (10) years, excluding foreclosure actions involving liens purchased from or assigned by governmental entities
- All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject
- If it has a legal disability, or if there is any pending or threatened litigation against the proposer, that would adversely affect its performance of the Contract
- Any interest in the subject properties held by it or any of its principals, officers or agents and
- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising

out of the submission of proposals or bids or the performance of work on public contracts.

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

12. 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.

13. PROPOSAL (BID) SECURITY

Each proposal must be accompanied by a certified check of the proposer in the amount of \$20,000.00 made payable to "Collector of Revenue, Town of Cheshire." The successful proposer, upon its refusal or failure to execute and deliver the Contract required by this RFP within the time stated in the Specifications, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its proposal.

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

14. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and shall comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the Contract.

15. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION/CLOSING

See Specifications, Sections 8 and 9.

16. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY

Each proposer must submit a completed Proposer's Certification Form Concerning Equal Employment Opportunities and Affirmative Action Policy included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

17. NON-COLLUSION AFFIDAVIT

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

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF CHESHIRE, CONNECTICUT

SPECIFICATIONS FOR THE PURCHASE OF DELINQUENT MUNICIPAL TAX, SEWER USE AND WATER ASSESSMENT LIENS

2223-34

1. THE TRANSACTION

The Town intends to sell and assign certain Delinquent Tax, Sewer Use and Water Assessment Liens (the “Delinquent Liens”) to a third party in accordance with the provisions of Conn. Gen. Stat. §§ 12-195h, 7-254 and 7-258, subject to the Town Council’s approval and the terms and conditions of this RFP, including the Contract. The amount due to the Town on these liens totals \$282,895.91. The assignment will be conducted as a bulk sale transaction with one aggregate bid for all liens.

Standards of Conduct: Town officials, officers and employees, and members of Town elective or appointive boards, commissions and committees, whether temporary or permanent, are subject to standards of conduct and conflict of interest rules – including but not only those rules related to financial interest and personal interest – set forth in the Cheshire Charter § 9-3 and the Cheshire Code of Ordinances § 10-1. **Each proposer is responsible for compliance with those provisions, and no proposer may submit a proposal if an award to it would violate these provisions. Any contract made in violation of these provisions shall be voidable by action of the Cheshire Town Council.**

2. WITHDRAWAL OF LIENS BY THE TOWN

Prior to Contract execution, the Town may withdraw, for any reason, any Delinquent Lien from the final list of Delinquent Liens to be assigned. For example only, withdrawals will be permitted in the event of payment in full or in part to the Town or in the event of an agreement between the Town and the successful proposer (the “Purchaser”) that any lien on the list is legally unenforceable under any local, state or federal law, or it is mutually agreed that the Town for any reason is not lawfully or otherwise entitled to assign such Delinquent Lien. In the event of any withdrawal, the purchase price shall be reduced by the proportion that such lien bears to all liens to be assigned. The final list of Delinquent Liens to be assigned ("Final List") shall be confirmed by the authorized signatures of both parties on the closing date, as set forth in Section 9 of these Specifications, and shall be deemed final and binding. The Final List shall be incorporated into the form of the Assignment of Delinquent Tax or Sewer Use Liens (the “Assignment”) attached to the Contract as Exhibit B.

3. PURCHASER’S DUE DILIGENCE

The Purchaser shall be solely responsible for exercising due diligence in evaluating any risk that may be associated with any Delinquent Lien or with any property listed on the Final List.

The Town makes no representations, assurances or warranties as to the title to any property or as to the collectability of any Delinquent Lien or Future Assigned Lien (as defined in Section 6 of these Specifications) on the Final List. However, in the event that a court of competent jurisdiction determines, by a final, non-appealable judgment, that any Delinquent Lien or Future Assigned Lien

(as defined in Section 6 of these Specifications) for any property on the Final List is unenforceable due to the Town's negligence or error, the Town agrees to refund to the Purchaser that portion of the purchase price allocated to that lien, without interest.

4. ADMINISTRATION OF ACCOUNTS

The Purchaser shall collect and process all accounts at its sole cost and expense. Such processing shall include the prompt recording, at the Purchaser's sole cost and expense, of the Assignment on the Cheshire Land Records. The Purchaser shall be responsible for all collection and enforcement efforts with respect to all liens on the Final List, including all lawful collection procedures and, as the Purchaser deems appropriate, lawful foreclosure proceedings.

The Purchaser shall not institute an action to foreclose any lien on the Final List for a period of one (1) year from the date the Assignment is recorded on the Cheshire Land Records; this prohibition does not apply to Future Assigned Liens (as defined in Section 6 of these Specifications).

The Purchaser shall provide the Town's Collector of Revenue with a monthly report, listing all accounts on the Final List and the status of the collection efforts for each account.

5. FURTHER ASSIGNMENT OF DELINQUENT AND FUTURE ASSIGNED LIENS

The Purchaser shall not, without the Town's prior written authorization, further assign, sell or convey in any manner any of its interest in the Delinquent Liens or the Future Assigned Lines (as defined in Section 6 of these Specifications).

6. PURCHASE OF FUTURE ASSIGNED LIENS

Until such time as the Delinquent Liens and any Future Assigned Liens (as defined below) have been paid in full, the Purchaser must also purchase all future liens on the 2022 and subsequent Grand Lists for properties on the Final List ("Future Assigned Liens"). The assignment of these Future Assigned Liens shall be done in the same manner as set forth in this RFP and shall be subject to all requirements of law existing at the time of purchase. Assignment and payment for each Future Assigned Lien is to be made within forty-eight (48) calendar days after the date of the Town's filing of the lien continuation certificate. Payment for each Future Assigned Lien is to be made at full value (without any premium), including the full amount of total tax and interest due as of the date of payment.

The terms of this RFP and all subsequent agreements between the Purchaser and the Town shall also apply to the sale of Future Assigned Liens.

Certificates Continuing Tax Liens on the Grand Lists of October 1, 2021 were filed on April 25, 2023; Sewer Use Liens were filed on April 25, 2023.

In the event a Future Assigned Lien is not purchased as required, the Purchaser agrees to each of the following conditions:

- (a) such Future Assigned Lien retained by the Town shall have priority over all prior Delinquent Liens assigned to the Purchaser with respect to such property;

- (b) the Town shall retain the right to enforce any such Future Assigned Lien in any manner provided by law, including tax sale under Conn. Gen. Stat. § 12-157 or assignment under Conn. Gen. Stat. §§ 12-195h, 7-254 or 7-258; and
- (c) its receipt of any payment of Delinquent Liens must be paid over first to the Town in satisfaction of any such Future Assigned Liens retained by the Town, until such retained Future Assigned Liens are paid in full and their continuing certificates are released.

7. PROPOSAL REQUIREMENTS

Each proposal shall describe in detail the proposer's proposal for the purchase of all the Delinquent Liens on all the properties on the Final List, as one single transaction. Each proposal shall specify the dollar amount offered as the aggregate purchase price for the liens on the properties.

All the Delinquent Liens on the Final List must be included in the proposal. **A proposer cannot submit an offer for an individual parcel on the Final List, nor for individual liens separately, nor for selected liens only on a subject property (e.g., for particular years only).**

Each proposal shall be signed by an authorized agent of the proposer and include the name, title and telephone number of the person to whom the Town may direct questions concerning the proposal.

Each proposal must contain, at a minimum, the following information and documents:

- (a) A letter of transmittal setting forth the proposal's specific terms, including the information requested in this Section 7;
- (b) The proposer's qualifications, including but not limited to: the number of years in the municipal lien servicing business; the total number of its employees; a listing of the states in which it currently conducts that business; the total number of Connecticut municipalities in which it currently conducts that business; the total number of liens it currently manages; and the redemption value of its lien assets
- (c) The qualifications of the proposer's staff members who will be responsible for the management of the Town account, and an acknowledgement that the Town shall be notified prior to the change or replacement of any staff member involved in the management of the Town account. Such notification shall include the name of the proposed new staff member and a statement of his/her qualifications
- (d) The full names and residence addresses of the Purchaser's principals
- (e) A list of all similar engagements with other Connecticut municipalities entered into over the past five (5) years, with references, including names, telephone numbers and email addresses of the principal contact
- (f) Information/documentation concerning the scope of the Purchaser's administrative support in place to facilitate the collection, execution, payment, accounting, allocation, distribution, release and recording of release of Delinquent Liens and Future Assigned Liens

- (g) A proposed format of the monthly collection status report required to be furnished to the Collector of Revenue under Section 4 of these Specifications
- (h) The completed Proposal Form that is a part of this RFP. The Town expects the minimum proposal price will be the full amount of taxes, sewer use charges, water assessment charges, interest and other additional fees due the Town for the Delinquent Liens on the Final List.

A proposer's failure to disclose in its Proposal Form any exceptions to, or modifications or clarifications of, this RFP shall be deemed to be its acceptance of each and every requirement, term, provision and condition of this RFP, including the Contract

- (i) The completed Proposer's Legal Status Disclosure Form
- (j) The completed Proposer's Certification Form Concerning Equal Employment Opportunities and Affirmative Action Policy; and
- (k) The completed Proposer's Non-Collusion Affidavit Form.

8. AWARD CRITERIA; PRELIMINARY NOTICE OF AWARD

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, in its sole discretion, post the proposal prices on its website, www.cheshirect.org, under "Bids & RFPs."

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 or decimal point error. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town expects to conduct interviews of some, but not all, proposers.

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 will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, reputation, history and qualifications, 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 contract to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award. The award may be subject to further discussions with the proposer and such other terms as the Town in its sole discretion deems to be in its best interests. **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 Purchaser.

9. CONTRACT EXECUTION/CLOSING

Within five (5) calendar days after the date of the Preliminary Notice of Award, unless extended by the Town, the Purchaser and the Town shall execute the Contract. If the Purchaser does not execute the Contract within that time frame, the Town may call the proposal security provided by the Purchaser and may enter into discussions with another proposer.

No later than 2:00 PM local time on Thursday, June 22, 2023, **time being of the essence**, there shall be a closing between the Town and the Purchaser. At the closing, (1) the Purchaser shall pay the Town the purchase price for the Delinquent Liens on the Final List as adjusted in accordance with Section 2 of these Specifications and as adjusted by the payment of any liens prior to closing, minus the proposal (bid) security retained by the Town; and (2) the Town shall provide the Purchaser with the executed Assignment in the form attached to the Contract as Exhibit B.

The Purchaser shall make its payment as described by: (a) tender of a certified or immediately negotiable cashier's check drawn upon a solvent bank or trust company payable to the order of the "Collector of Revenue, Town of Cheshire"; (b) wire funds to an account specified by the Collector of Revenue; or (c) such other form of payment that is acceptable to the Collector of Revenue.

END OF SPECIFICATIONS

TOWN OF CHESHIRE, CONNECTICUT

PROPOSAL # 2223-34

PROPOSAL FORM FOR THE PURCHASE OF
DELINQUENT MUNICIPAL
TAX, SEWER USE AND WATER ASSESSMENT LIENS

PROPOSER'S FULL LEGAL NAME: _____

PROPOSAL PRICE

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

To purchase each and every lien listed in the RFP's Exhibit A, upon the terms and conditions of the RFP, for the total sum of _____
/100 Dollars (write out in words) (\$ _____).

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 the Contract. **The proposer agrees to each and every requirement, term, provision and condition of this RFP, including the Contract.**

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. **Attached is a sheet fully describing each such exception or clarification.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

6. Disability or Litigation Affecting Performance

Does the proposer have a legal disability, or is there any pending or threatened litigation against the proposer, that would adversely affect its performance of the Contract?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

7. Interest in the Subject Properties

Does the proposer or any of its principals, officers or agents have any interest in any of the properties involved in this RFP?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

8. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

PROPOSAL (BID) SECURITY

I/we have included herein the required certified check in the amount of \$20,000.00

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, INCLUDING THE CONTRACT, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

(TITLE)

(SIGNATURE)

(DATE)

(TELEPHONE NUMBER)

(E-MAIL ADDRESS)

END OF PROPOSAL FORM

TOWN OF CHESHIRE, CONNECTICUT

PROPOSER'S LEGAL STATUS DISCLOSURE FORM

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

TOWN OF CHESHIRE, CONNECTICUT

2223-34

**FOR THE PURCHASE OF DELINQUENT MUNICIPAL
TAX, SEWER USE AND WATER ASSESSMENT LIENS**

**PROPOSER'S CERTIFICATION FORM
Concerning Equal Employment Opportunities
And Affirmative Action Policy**

I/we, the proposer, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):
_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer.

Legal Name of Proposer

(signature)
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized
Representative

Title of Proposer's Authorized Representative

Date

END OF PROPOSER'S CERTIFICATION FORM

TOWN OF CHESHIRE, CONNECTICUT

PROPOSER’S NON-COLLUSION AFFIDAVIT FORM

PROPOSAL FOR: PURCHASE OF DELINQUENT MUNICIPAL TAX,
SEWER USE AND WATER ASSESSMENT LIENS

PROPOSAL NUMBER: # 2223-34

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

- (1) the proposal is genuine; it is not a collusive or sham proposal
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the proposer’s proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

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

Legal Name of Proposer

(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 _____, 2021.

Notary Public
My Commission Expires:

END OF NON-COLLUSION AFFIDAVIT FORM

**CONTRACT FOR THE PURCHASE OF
DELINQUENT TAX, SEWER USE AND WATER ASSESSMENT LIENS
OF THE TOWN OF CHESHIRE, CONNECTICUT**

THIS CONTRACT is entered into by and between the **TOWN OF CHESHIRE**, 84 South Main Street, Cheshire, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the “Town”), and _____ (the “Purchaser”).

RECITALS

WHEREAS, the Town has issued a Request for Proposals for the Purchase of Delinquent Municipal Tax, Sewer Use and Water Assessment Liens (the “RFP”); and

WHEREAS, the Purchaser submitted a proposal to the Town, dated _____, 2023, to purchase the liens in accordance with the terms of the RFP (the “Proposal”); and

WHEREAS, the Town has selected the Proposal as being in the Town’s best interests.

NOW THEREFORE, in consideration of the recitals set forth above and the parties’ mutual promises and obligations contained below, the parties agree as follows:

1. ASSIGNMENT

The Town shall assign to the Purchaser, pursuant to Conn. Gen. Stat. §§ 12-195h, 7-254 and 7-258, all its right, title and interest in and to the real property tax, sewer use and water assessment liens listed on Exhibit A attached hereto and made a part hereof (“Assigned Liens” or “Final List”). The assignment, in the form attached as Exhibit B and made a part hereof, shall be executed and delivered to the Purchaser upon its payment of the Purchase Price as provided for in Section 2, below.

2. PURCHASE PRICE/PAYMENT

At the time of closing set forth in Section 12, below, the Purchaser shall pay the Town the sum of _____ (\$____) for the Assigned Liens (the “Purchase Price”). The Purchase Price constitutes payment in full of all outstanding principal, together with all accrued interest and lien fees, due to the Town on the Assigned Liens.

The Purchase Price shall be paid by: (a) tender of a certified or immediately negotiable cashier’s check drawn upon a solvent bank or trust company payable to the order of the "Collector of Revenue, Town of Cheshire”; (b) wire funds to an account specified by the Collector of Revenue; or (c) such other form of payment that is acceptable to the Collector of Revenue.

3. PURCHASE OF FUTURE ASSIGNED LIENS

Until such time as the Assigned Liens and any Future Assigned Liens (as defined below) have been paid in full, the Town further agrees to assign to the Purchaser, and the Purchaser agrees to purchase from the Town, any and all future liens on the properties on the Final List (such future liens are hereinafter referred to as the “Future Assigned Liens”). The Purchaser shall purchase such Future Assigned Liens in the manner set forth in this Section 3.

The Future Assigned Liens shall be purchased as follows:

- (a) By May 13th of each succeeding year, the Town shall provide to the Purchaser written notice of any proposed Future Assigned Liens, together with the sums due and owing for the same.
- (b) On or before May 31st of each succeeding year, the Purchaser shall pay to the Town all sums due and owing with regard to such Future Assigned Liens. The Purchaser shall further pay the Town any accrued interest and lien fees with respect to such Future Assigned Liens. Notwithstanding anything herein contained, if the Purchaser does not pay the sums set forth above with respect to such Future Assigned Liens, the Purchaser shall be in default with respect to that property for which a tax or sewer use lien was not purchased hereunder and the Town will not be required to sell such Future Assigned Liens to the Purchaser on that property. Any such Future Assigned Lien that has not been purchased by the Purchaser in accordance with this Contract shall continue as a lien upon the subject property and shall have priority over any and all liens on the subject property previously assigned to the Purchaser. The Town or its assignee shall be entitled to enforce collection on any such lien in any manner permitted by law. In the event that the Purchaser fails to purchase any Future Assigned Lien, the Purchaser’s subsequent receipt of any tax or sewer use payments with respect to the property subject to such Future Assigned Lien shall first be paid to the Town, up to the amount of any such Future Assigned Lien not purchased by the Purchaser, before the Purchaser may retain sums in payment of the Assigned Liens on such properties.
- (c) Within ten (10) business days after payment for a Future Assigned Lien by the Purchaser, the Town shall execute and deliver an assignment in the form attached as Exhibit B.

The Purchaser agrees that, if it does not purchase a Future Assigned Lien as required by this section, then

- (d) such Future Assigned Lien retained by the Town shall have priority over all prior Delinquent Liens assigned to the Purchaser with respect to such property
- (e) the Town shall retain the right to enforce any such Future Assigned Lien in any manner provided by law, including tax sale under Conn. Gen. Stat. § 12-157 or assignment under Conn. Gen. Stat. §§ 12-195h, 7-254 or 7-258; and

- (f) its receipt of any payment of Delinquent Liens must be paid over first to the Town in satisfaction of any such Future Assigned Liens retained by the Town, until such retained Future Assigned Liens are paid in full and their continuing certificates are released.

4. ADMINISTRATION OF ACCOUNTS

Upon the purchase of the Assigned Liens or Future Assigned Liens, the Purchaser will administer all such liens at its sole cost and expense.

The Purchaser shall provide written notice to affected property owners and any holder of a mortgage, on real property that is the subject of the assignment (provided such holder is of record as of the date of such assignment) of Assigned Liens and Future Assigned Liens within thirty (30) calendar days of the date of all assignments. Such notice shall advise each such property owner to make arrangements for payment of taxes, sewer use or water assessment liens to the Purchaser or its agent and not to the Town. Such notice shall include information sufficient to identify (1) the property that is subject to the lien and in which the holder has an interest, (2) the name and addresses of the assignee, and (3) the amount of unpaid taxes, interest and fees being assigned relative to the subject property as of the date of the assignment. The Purchaser will make available to the property owners and holders a contact number for their use in contacting the Purchaser. Such contact information is attached as Exhibit C and made a part hereof. A copy of such written notice shall be provided to the Town, not later than thirty days after the date of such assignment.

The Purchaser shall not institute an action to foreclose an Assigned Lien for a period of One (1) year from the date the Assignment is recorded on the Cheshire Land Records; this prohibition does not apply to Future Assigned Liens. The latest date that the Purchaser shall institute an action to foreclose an Assigned Lien is _____.

The Purchaser shall provide a report to the Town on a monthly basis as to the status of all such Assigned Liens and Future Assigned Liens. Such report shall be in substantially the form attached as Exhibit D and will provide the Town with such information as to fairly inform the Town as to the status of all unpaid taxes, unpaid sewer use liens, unpaid water assessment liens, interest and fees on the subject properties.

Pursuant to Conn. Gen. Stat. Sec. 12-195h(c)(3), the structure and rates of attorney's fees that the Purchaser may claim against the owner or owners of each property subject to an Assigned Lien is as follows: _____.
Purchaser is prohibited from using as foreclosure counsel any attorney or law office that is owned by, employs or contracts with any person having an interest in Purchaser.

The owner of each property subject to an Assigned Lien shall be a third-party beneficiary of this Agreement and entitled to enforce the covenants and responsibilities of the Purchaser hereunder.

Purchaser shall issue monthly reports to the Town's Tax Collector regarding the status of the Assigned Liens.

Purchaser hereby discloses the following instances in which the Purchaser or any of its principals were 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 contract: _____.

5. RECORDINGS

The Purchaser shall promptly record, at its sole cost and expense, all Assignments of Assigned Liens or of Future Assigned Liens provided to it by the Town. The Purchaser shall prepare in a form suitable for recording and indexing, and shall promptly record at its sole cost and expense, all releases upon lien redemption.

The Town shall prepare and record, at its sole cost and expense, certificates for the continuing of such liens.

6. ENFORCEMENT OF TAX LIENS

The Purchaser may enforce the Assigned Liens and Future Assigned Liens in the same manner as the Town to the extent permitted by Conn. Gen. Stat. §§ 12-195h, 7-254 and 7-258 and any other applicable provisions of Connecticut law.

7. MAINTENANCE AND MANAGEMENT OF PROPERTIES

In the event the Purchaser becomes the owner of any properties on the Final List through foreclosure or otherwise, the Purchaser agrees to maintain such property in accordance with all appropriate federal, state and local codes, laws, ordinances and regulations.

8. INDEMNIFICATION AND HOLD HARMLESS

The Purchaser shall indemnify and hold harmless the Town, its employees, officers, officials, agents and volunteers, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from and against all proceedings, suits, actions, claims, demands, damages, injuries, awards, judgments, losses or expenses, including attorney’s fees, whether legal or equitable, arising out of or related to: (a) the Purchaser’s exercise of powers and authority over the Assigned Liens or any Future Assigned Liens granted by this Contract; (b) the Purchaser’s collection efforts; (c) the institution of foreclosure of any of the Assigned Liens or the Future Assigned Liens; (d) any violation or purported violation of any state or federal securities or blue sky law, statute, rule or regulation; (e) any other acts of the Purchaser or acts of its agent or assignee to collect amounts secured by the Assigned Liens or Future Assigned Liens; or (f) the assignment of the Assigned Liens or any Future Assigned Liens.

The Purchaser 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 Purchaser’s obligations under this Section 8.

This Section 8 and the Purchaser’s obligations under it shall survive the termination, expiration, or performance of this Contract.

9. REPRESENTATIONS AND COVENANTS BY THE TOWN

The Town does not make any representations as to the value, condition or legal status of the subject properties or the Assigned Liens, except as follows:

- (a) The Town represents that the Purchase Price paid for such Assigned Liens shall be a correct and accurate statement of the sums due and owing for the purchase of such Assigned Liens and the sums due and the lien therefore has not been waived, modified, rescinded, altered or subordinated.
- (b) The Town represents that it has duly and properly recorded certificates continuing the liens for all the Assigned Liens (except for liens filed as to debtors in bankruptcy, with respect to which the Town represents only that such liens were recorded in the Town Land Records), and that the Town has complied with all relevant state and local laws as to the assessment and taxation of the property liened.
- (c) The Town represents that the information concerning the Assigned Liens listed on Exhibit A is the same information as contained in the records of the Town of Cheshire Collector of Revenue for such liens. In the event the sums provided by the Town are incorrect, the Town agrees immediately to refund such incorrect funds to the Purchaser to the extent the Purchaser has overpaid for the Assigned Liens.
- (d) The Town makes no representations or warranties as to the title to or condition (environmental or otherwise) of any property or as to the collectability of any of the Assigned Liens or Future Assigned Liens. However, in the event that a court of competent jurisdiction determines by a final, non-appealable judgment that any of the Assigned Liens or Future Assigned Liens contained on the Final List is unenforceable due to the negligence or error of the Town, the Town agrees to refund the Purchaser that portion of the Purchase Price allocated to that lien or liens, without interest or any other costs.

The Town covenants to the Purchaser that:

- (a) It has the legal authority to assign the liens on the Final List, and it has performed all necessary actions and obtained all required approvals to make such assignment.
- (b) It shall take no further actions in collecting the taxes and sewer charges secured by the Assigned Liens or purchased Future Assigned Liens after the date of closing, and any taxpayers seeking to pay the same shall be referred to the Purchaser for payment.
- (c) In the event it receives any payments for any such Assigned Lien or purchased Future Assigned Lien, it will immediately forward such sums to the Purchaser, provided the Purchaser is in compliance with all the terms of this Contract.

- (d) It will provide to the Purchaser, upon request, such information that it has in its possession and obtained in the ordinary course of business regarding the Assigned Liens and purchased Future Assigned Liens, with the exception of title searches, in order that the Purchaser may process and administer the same.

10. REPRESENTATIONS AND COVENANTS BY THE PURCHASER

The Purchaser represents to the Town that:

- (a) It has full authority to purchase the Assigned Liens and Future Assigned Liens, and it is subject to no litigation that would adversely affect its ability to perform the terms of this Contract.
- (b) It is purchasing the Assigned Liens and Future Assigned Liens for its own account and, except as provided in this Section 10, will not pledge, assign, transfer or otherwise utilize the Assigned Liens or Future Assigned Liens to any third party without the Town's prior written authorization. Irrespective of the foregoing: (1) the Purchaser may assign the Assigned Liens and Future Assigned Liens to a wholly-owned subsidiary; and (2) the Purchaser may pledge the Assigned Liens and Future Assigned Liens to a lender of Purchaser and may engage in a transaction involving the securitization of the Assigned Liens and Future Assigned Liens for purposes of providing the Assigned Liens and Future Assigned Liens as collateral to the Purchaser's lender. As a condition precedent of such assignment, the assignee shall expressly assume all the Purchaser's duties and obligations under this Contract and shall execute such agreements with the Town as the Town may reasonably require reflecting such terms and conditions. Any such assignment shall not modify, relieve, terminate or discharge any of the Purchaser's duties or obligations under this Contract.
- (c) The Purchaser is legally organized in and in good standing in the State of _____, is qualified to do business in the State of Connecticut, and authorizes its Connecticut agent for service of process to accept service on its behalf with respect to any dispute arising out of this Contract.
- (d) The transactions contemplated by this Contract and any further transactions of assignment or resale, if any, shall be in compliance with all applicable state and federal securities laws, or such transaction shall be exempt from such securities laws.

The Purchaser covenants to the Town that:

- (a) In collecting or enforcing any liens subject to this Contract, the Purchaser will not discriminate against any person on the basis of race, color, religion or religious creed, national origin, sex, pregnancy, age (except minimum age), marital status, ancestry, present or past history of mental disability, mental retardation, sexual orientation, learning or physical disability, marital status, or any other factor

prohibited by local, state or federal laws or regulations. The Purchaser will comply with all applicable local, state and federal laws and regulations pertaining to anti-discrimination and to collection practices and procedures, including but not limited to provisions of the Connecticut General Statutes governing tax collection and the statutory rate of interest.

- (b) With respect to property on the Final List to which it takes title through the exercise of foreclosure of any particular lien or in any other manner, the Purchaser shall maintain any and all such properties in good and safe condition and in a manner such that each such property and any structure(s) thereon is not in a state of dilapidation or decay, or open to the elements as a result of dilapidation or decay, or unable to provide shelter or serve the purpose for which constructed due to dilapidation or decay.
- (c) With respect to each property on the Final List to which it takes title through the exercise of foreclosure of any particular lien or in any other manner, the Purchaser shall pay, when due, all future property taxes and other charges assessed by the Town for future grand list years, as well as assessments, sewer use fees or other charges previously or subsequently assessed and recorded in the Cheshire Land Records, or be subject to collection or enforcement action as authorized by Connecticut law.
- (d) In the event that the Purchaser commences a foreclosure action or continues an existing action to enforce any delinquent Assigned Lien, and in the event the Town or its assignee holds a Future Assigned Lien not purchased by the Purchaser, it shall give notice to the Town or its assignee in the same manner as required with respect to any interest in any other foreclosure action in order to afford the Town or its assignee adequate opportunity to take necessary or appropriate action to preserve its interests therein. The Purchaser further agrees to indemnify the Town and hold it harmless for the loss of any interest the Town would otherwise have in the unpurchased Future Assigned Lien but for the foreclosure action. In no event shall the Purchaser name the Town or its assignee as a defendant in any such foreclosure action, unless the Town or its assignee is a defendant by virtue of another lien interest (a mortgage lien, a demolition lien, etc.).
- (e) Upon the redemption of all Assigned Liens and Future Assigned Liens, the Purchaser shall provide a full and final accounting in a form acceptable to the Town and shall not terminate its responsibilities under this Contract without the Town's written consent.
- (f) The Purchaser will comply with all applicable local, state, and federal laws, codes, ordinances and regulations in the enforcement or collection of any Assigned Liens AND Future Assigned Liens.

11. NOTICES

All notices shall be given to the parties in writing (which may be hardcopy or email) at their respective addresses as set forth below:

If to the Town: Town of Cheshire
Attention: Sean M. Kimball, Town Manager
84 South Main Street
Cheshire, CT 06410
Email: skimball@cheshirect.org

With Copy to: Town of Cheshire
Attention: Anne Marie Burr, CCMC, CCMO
Collector of Revenue
84 South Main Street
Cheshire, CT 06410
Email: aburr@cheshirect.org

If to the Purchaser: XXXX
Attention: XXXXX
XXXX
XXXX
Fax:XXXXX
Email: XXXX

With copy to: The Law Firm
Attention: XXXXXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
Fax: XXXXXXXX
Email: XXXXXXXXXXXXX

12. CLOSING DATE

The parties agree that the Assignment contemplated herein shall close at a mutually acceptable location in Cheshire, Connecticut on or before June 22, 2023, 2:00 PM local time, **time being of the essence.**

13. LEGAL FEES TO PREVAILING PARTY

In the event either party takes legal action to enforce the terms of this Contract, the prevailing party shall be entitled to the payment of reasonable legal fees and costs.

14. CONTRACT DOCUMENTS; ORDER OF CONSTRUCTION

The RFP, dated April 28, 2023, and all of its exhibits and schedules are incorporated by reference and are deemed to be part of this Contract. The Proposal, dated _____, 2023 as accepted by the Town Council, is incorporated by reference and deemed to be a part of this Contract. In the event of a conflict or inconsistency between this Contract, the RFP and/or the Proposal, this Contract shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

15. AMENDMENTS

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

16. ENTIRE AGREEMENT

This Contract contains the entire agreement between the parties, and the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in this Contract or its attached exhibits.

17. VALIDITY

The invalidity of one or more phrases, sentences or clauses in this Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

18. NO WAIVER OR ESTOPPEL

Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of this Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

19. CONNECTICUT LAW AND COURTS

This 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 this Contract to the jurisdiction of the United States District Court for the District of Connecticut or to the State of Connecticut Superior Court in and for the Judicial District of New Haven.

20. BINDING EFFECT

This Contract shall be binding upon the parties, their successors and assigns.

21. EXECUTION

This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. It shall

become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by e-mail) to each of the parties.

TOWN OF CHESHIRE

By _____
Sean M. Kimball
Its Town Manager, Duly Authorized

By _____
Its _____, Duly Authorized

Date: _____

Date: _____

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN) ss: Town of Cheshire June __, 2023

Personally appeared Sean M. Kimball, the Town Manager of the Town of Cheshire, signor and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of the Town of Cheshire, before me this _____ day of June, 2023.

Notary Public
My Commission Expires:

STATE OF XXXXXXXXXX)
COUNTY OF XXXXXXXXXX) ss: XXXXXXXX June __, 2023

Personally appeared XXXXXXXXX, a member of XXXXXXXX, a _____, signor and sealer of the foregoing instrument who acknowledged the same to be __ free act and deed as said _____, and the free act and deed of _____, before me this _____ day of June, 2023.

Notary Public
My Commission Expires:

