

**TOWN OF ROCKY HILL**

**REQUEST FOR QUALIFICATIONS AND  
REQUEST FOR PROPOSALS FOR  
EXECUTIVE SEARCH CONSULTANT  
BID NUMBER 2017-011**

**June 16, 2017**

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

**Proposal Opening Date: July 6, 2017**  
**Proposal Opening Time: 2:00 PM**  
**Proposal Opening Place: Council Chambers, Rocky Hill Town Hall, 761 Old Main Street, Rocky Hill, CT 06067**

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The Town of Rocky Hill, Connecticut (the “Town”) is seeking statements of qualifications and proposals (collectively, the “Proposal”) from Executive Search Consultants wishing to assist the Town in performing a search for qualified candidates for the position of Town Manager. The Consultant shall design and assist in the implementation of a comprehensive plan to identify, recruit and select qualified candidates.

Interested parties should submit their responses in accordance with the requirements and directions set forth in this RFQ/RFP.

**One (1) original and nine (9) copies** of the sealed Proposal must be received in the Department of Human Resources, Town of Rocky Hill, 761 Old Main Street, Rocky Hill, CT 06067 by the date and time noted above. The Town will not accept submissions by e-mail or fax. The Town will reject submissions received after the date and time noted above.

The documents comprising this RFQ/RFP may be obtained from the Town of Rocky Hill’s Department of Human Resources, located in Town Hall, 761 Old Main Street, Rocky Hill, CT 06067 during business days, during the hours of 8:30 AM - 4:30 PM Monday through Friday. The RFQ/RFP will also be posted on the Town’s website at [www.rockyhillct.gov](http://www.rockyhillct.gov). 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 RFQ/RFP as modified by the addenda.

Proposals must be held firm and cannot be withdrawn for ninety (90) calendar days after the opening date.

The Town reserves the rights to amend or terminate this RFQ/RFP, to reject any or all Proposals, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the Town’s sole judgment, will be in its best interests. The Town shall award the Proposal to the Proposer that, in its judgment, will be in the best interest of the Town.

This RFQ/RFP includes:

1. Standard Instructions
2. Qualifications Instructions
3. Insurance Requirements
4. Proposal Fee Form
5. Required Disclosures Form
6. Legal Status Disclosure Form
7. Non-Collusion Affidavit
8. Statement of References Form
9. Contract Template

**STANDARD INSTRUCTIONS**

**1. INTRODUCTION**

The Town of Rocky Hill (the “Town”) is soliciting Proposals from Executive Search Consultants wishing to assist the Town in performing a search for qualified candidates for the position of Town Manager. The Consultant shall design a comprehensive plan to identify, recruit and select qualified candidates.

The Town is located seven (7) miles south of Hartford with a population of approximately twenty thousand (20,000) residents and is approximately thirteen square miles in size and has one hundred thirty (130) full-time employees and seventy four (74) part time employees. The Town adopted a Council-Manager form of government in November 1967. The Town Council is the legislative and policy making body of the Town, and consists of nine members elected at-large for two year terms. The Mayor (one of the nine Council members) is separately elected and presides over all meetings of the Town Council. The Mayor submits recommendations for appointments under the Council’s jurisdiction and, as directed by the Council, appoints such special subcommittees of the Council as are needed to effectively conduct the Council’s business.

The Town Manager is the Chief Executive and Administrative Officer of the Town and is responsible for the overall management of all departments of the Town except for the Board of Education. The Town Manager is directly responsible to the Town Council for the effective and efficient implementation of policies established by the Council. The Town Manager is also responsible for appointment and supervision of all department heads and municipal employees, except for the Town Attorney. The Town Manager serves as Director of Public Safety, Personnel Director and Legal Traffic Authority.

Prior to appointing a Town Manager, the Town Council shall undertake to contract with an Executive Search Consultant that it deems qualified to assist the Town in performing a search for qualified candidates for the Town Manager position. The Town Council shall, through the use of an RFQ/RFP process, select and enter into a contract with a Consultant for a term not to exceed six (6) months.

Interested parties should submit a Proposal in accordance with the requirements and directions contained in this RFQ/RFP. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFQ/RFP, except as set forth in Section 8, below. A Proposer’s failure to comply with this requirement may result in disqualification.

It is anticipated that the selection of the Consultant will be accomplished in two stages. The first stage is expected to include the initial review of the Proposals by a Search Committee (the “Committee”) appointed by the Mayor and the identification of a limited number of qualified finalists who best meet the standards and criteria established by the Town and set forth in Section 26 of this RFQ/RFP.

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It is anticipated that the finalists will then be invited for interviews and further evaluation by the Committee in connection with their Proposals. Interviews will be conducted both in-person and via “Skype” or other electronic audio-visual manner). The Committee will then make its recommendation to the Town Council for approval. The Town may modify this tentative selection process.

This RFQ/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.

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

**2. RIGHT TO AMEND OR TERMINATE THE RFQ/RFP OR CONTRACT**

The Town may, before or after the RFQ/RFP Proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFQ/RFP if the Town determines it is in the Town’s best interest to do so. Any such action shall be effected by a posting on the Town’s website, [www.rockyhillct.gov](http://www.rockyhillct.gov). 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 RFQ/RFP as modified by the addenda.

**3. KEY DATES**

<b>Proposal Opening:</b>	<b>Thursday, July 6, 2017 at 2:00 PM in the Rocky Hill Town Council Chambers, 761 Old Main Street, Rocky Hill, CT 06067</b>
<b>Selection of Finalists:</b>	<b>Monday, July 17, 2017</b>
<b>Interviews (In-Person or via “Skype”):</b>	<b>Monday, July 31, 2017 and Tuesday, August 1, 2017</b>
<b>Preliminary Notice of Award:</b>	<b>Tuesday, August 22, 2017</b>
<b>Contract Execution:</b>	<b>Thursday, August 24, 2017</b>

**4. OBTAINING THE RFQ/RFP**

All documents that are a part of this RFQ/RFP may be obtained from the Town of Rocky Hill’s Department of Human Resources, 761 Old Main Street, Rocky Hill, CT 06067 during the hours of 8:30 AM - 4:30 PM, Monday - Friday and on the Town website at [www.rockyhillct.gov](http://www.rockyhillct.gov).

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**5. RFQ/RFP SUBMITTAL INSTRUCTIONS**

The Proposal must be received at the following address: Department of Human Resources, Town of Rocky Hill, 761 Old Main Street, Rocky Hill, CT 06067 prior to the date and time the Proposals are scheduled to be opened publicly. At the opening, the Town will identify firms or other entities that have submitted Proposals. 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 nine (9) copies of all responsive documents** (except for the Proposal Fee Form) must be submitted in sealed, opaque envelopes clearly labeled as follows:

**Proposer's Name  
Proposer's Address  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP  
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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.

Proposed fees and fee structure shall be submitted on the Proposal Fee Form included in this RFQ/RFP and enclosed in a separate sealed envelope labeled "Executive Search Consultant Fee Envelope." The Executive Search Consultant Fee Envelope shall be placed inside the larger envelope with the Proposal materials as part of the full submission.

All blank spaces for Proposal Fees must be completed in ink or be typewritten; Proposal Fee amounts must be stated in both words and figures. The person executing the Fee Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Fee Form.

The Executive Search Consultant Fee Envelopes shall be kept unopened until Proposals are reviewed and evaluated and finalists are selected and interviewed pursuant to the final selection process.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the date and time the Proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for ninety (90) 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 all forms included in their RFQ/RFP.

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**6. PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference is currently not scheduled.

**7. EXCEPTIONS TO RFQ/RFP**

Any and all exceptions of the Proposer to the terms and specifications of this RFQ/RFP shall be made in writing and submitted in full with the Proposal. For all other terms and specifications submission of a Proposal constitutes acceptance by the Proposer. The Town reserves the right to reject Proposals that contain exceptions that are unacceptable.

**8. QUESTIONS AND AMENDMENTS**

Any and all questions concerning the process and procedures applicable to this RFQ/RFP are to be submitted via e-mail only and directed:

Name: Dana McGee, Director of Human Resources and Legal Compliance  
Department: Town Council Search Committee c/o Human Resources  
E-mail: [hrdept@rockyhillct.gov](mailto:hrdept@rockyhillct.gov)  
Fax: Fax Number 860-257-1109

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

**The appropriate Town representative listed above must receive any questions from Proposers no later than ten (10) business days before the Proposal opening date. The representative will confirm receipt of a Proposer's questions by e-mail.**

The Town will answer all relevant written questions by issuing one or more addenda, as necessary, which shall be a part of this RFQ/RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to Proposal opening, the Town will post any addenda on the Town's website, [www.rockyhillct.gov](http://www.rockyhillct.gov). 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 RFQ/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 RFQ/RFP, and no Proposer shall rely on any alleged oral statement.

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**9. ACCEPTANCE OF PROPOSALS**

The Town reserves the right to accept and reject any and all Proposals and to waive informality, technical defect, or clerical error in any Proposal as the interests of the Town may require. The Town reserves the sole right to negotiate with one or more Proposers as they see fit.

**10. 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.

**11. COSTS FOR PREPARING PROPOSAL**

All costs incurred in the preparation of the Proposal will be borne entirely by the Proposer.

**12. IRREVOCABILITY**

Proposers may amend or withdraw their Proposal prior to the RFQ/RFP opening date and time by submitting clear and detailed written notice to the Town. Thereafter, Proposals become irrevocable for ninety (90) days from the opening date.

**13. OWNERSHIP OF PROPOSALS**

All Proposals submitted become the Town's property and will not be returned to Proposers.

**14. 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.

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**15. CONFLICT OF INTEREST**

The Proposer shall certify that its Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without any connection with, or obligation to, any undisclosed person or firm.

Proposers must fully disclose in writing to the Town on or before the opening date of this RFQ/RFP, the circumstances of any possible conflict of interest or that which could be perceived as a possible conflict of interest if the Proposer were to become a contracting party pursuant to this RFQ/RFP.

**16. ASSIGNMENT AND SUBCONTRACTING**

The assignment or subcontracting of any or all part of this contract by the successful Proposer to a third party shall not be permitted.

**17. COLLUSION**

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any Proposal. In the event the Town enters into a contract with any Proposer who is guilty of misrepresentation or collusion and such collusion is discovered after the execution of the contract, the Town may cancel the contract without incurring liability, penalty or damages.

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

**18. REQUIRED DISCLOSURES**

Each Proposer must, in the Required Disclosure Form, make the disclosures set forth in that form. A Proposer's acceptability based on those disclosures lies solely in the Town's discretion.

**19. REFERENCES**

Each Proposer must complete and submit the Proposer's Statement of Reference Form included in this RFQ/RFP.

**20. LEGAL STATUS**

If a Proposer is a corporation, Limited Liability Company or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any Proposer's legal status. Each Proposer must complete the Proposer's Legal Status Disclosure Form included in this RFQ/RFP.



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**21. PRESUMPTION OF PROPOSER’S FULL KNOWLEDGE**

Each Proposer is responsible for having read and understood each document in this RFQ/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 RFQ/RFP, including, but not only, any addenda posted on the Town’s website, shall in no way relieve it from any aspect of its Proposal or the obligations related thereto.

Each Proposer is deemed to be familiar with, and is required to comply with, all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFQ/RFP and the performance of the work described herein.

By submitting a Proposal, each Proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFQ/RFP, and it is capable of performing the work necessary to achieve the Town’s objectives.

**22. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. [Federal Tax Exempt #60-6002076. The Town is exempt from State sales tax per Conn. Gen. Stat. Chapter 219, Sec. 12-412(1)].

**23. INSURANCE**

The successful Proposer shall, at its own expense and cost, obtain and keep in force no less than the insurance minimums listed in the Insurance Requirements that are a part of this RFQ/RFP. The Town reserves the right to request from the successful Proposer a complete, certified copy of each required insurance policy.

**24. COMPLIANCE WITH IMMIGRATION LAWS**

By submitting a Proposal, each Proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act (“IRCA”) and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each Proposer confirms that it has a properly completed Employment Eligibility Verification Form I-9 for each person who will be assigned under the Contract.

**25. SELECTION PROCESS; CONTRACT EXECUTION**

All Proposals will be publicly opened at the time and place identified in this RFQ/RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after Proposer verification, any mistake in a Proposal that is a clerical error.

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The Town reserves the right to accept all or any part of a Proposal, reject all Proposals, and waive any informalities or non-materials deficiencies in a Proposal. The Town will select the Proposal that best meets the interests of the Town; therefore, in addition to the Proposal Fee, due consideration will be given to factors such as a Proposer's experience, references, capabilities and past performance. See Section 26 below. The final selection process is at the sole discretion of the Town Council. Proposers will be notified of their status by U.S. Mail.

The Town will not award the Proposal to any business or entity that is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

After a finalist is selected, the Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the Proposer. The making of a preliminary award to a Proposer does not provide the Proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the Proposer.

If the Proposer does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may terminate discussions with the Proposer and select another Proposer.

**26. SELECTION CRITERIA**

In reviewing the Proposals, the Town will carefully weigh the following criteria:

- Depth and breadth of experience and expertise in the area of professional executive search and recruiting;
- Capability to perform search efforts in a manner that permits the Town to meet the selection and appointment deadlines set forth;
- Communication and organization skills;
- Cost of services and fee structure;
- Confirmation that no officer or principle of the Proposer has any personal interest in the fiscal affairs of the Town or any of its officers, or in the selection process;
- Training and areas of expertise for qualifications of each of the principals, partners, associates and staff who are expected to work on the search;
- Malpractice insurance coverage; limits and exemptions;
- Proposer development of job qualifications, and recruitment, search and interview techniques;
- Proposer's plan for the role the Town will play in the recruitment, interview and selection process;
- Methodology proposed for the evaluation of prospective candidates, and
- Other qualifications and criteria as deemed appropriate by the Town.

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**27. CONTRACT TERMS**

The following provisions will be mandatory terms of the Town's Contract with the successful Proposer. If a Proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the Proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form (see Section 7 of these Standard Instructions to Proposers):

a. **DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful Proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful Proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFQ/RFP or the Contract. The successful Proposer's obligation under this section shall not be limited in any way by any limitation on the amount or type of the successful Proposer's insurance.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful Proposer, or anyone directly or indirectly employed or contracted with by the successful Proposer, or anyone for whose acts or omissions the successful Proposer is or may be liable, the successful Proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful Proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful Proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful Proposer's obligations under this section. The successful Proposer's obligations under this section shall survive the termination or expiration of the Contract.

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

b. **ADVERTISING**

The successful Proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful Proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful Proposer to do so is not a statement about the quality of the successful Proposer's work or the Town's endorsement of the successful Proposer.

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c. W-9 FORM

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

d. FEE AND FEE STRUCTURE

Proposer must submit its proposed fee and fee structure on the Proposal Fee Form in a separate sealed envelope marked “Executive Search Consultant Fee Envelope.”

e. MAINTENANCE AND AVAILABILITY OF RECORDS

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

f. COMPLIANCE WITH LAWS

The successful Proposer of the Contract will not discriminate or permit discrimination in any manner prohibited by the laws of the United State or of the State of Connecticut against any person or group of persons on the grounds of protected class, including those protected classes recognized under current Connecticut law (including Age, Ancestry, Color, Criminal Record as set forth under state law, Gender Identity or Expression, Genetic Information, Learning Disability, Marital Status, Mental Disability, Intellectual Disability, National Origin, Physical Disability, Prior Complaint or Participation in Complaint/Investigation, Race, Religious Creed, Sex, Pregnancy, Sexual Orientation).

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

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

h. LICENSES AND PERMITS

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

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i. 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 the event, the Town reserves the right in its sole discretion as it deems appropriate and without prior notice to the successful Proposer, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at law, in equity, and/or under the Contract.

j. AMENDMENTS

The Contract may not be altered or amended except by the 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, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

l. 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, and the parties irrevocable submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United State District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

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n.     NON-EMPLOYMENT RELATIONSHIP

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

**END OF STANDARD INSTRUCTIONS**

**QUALIFICATIONS INSTRUCTIONS FOR EXECUTIVE SEARCH CONSULTANT**

This section provides detailed instructions for Proposers to identify their qualifications to provide executive search services to the Town. The Proposers should not only provide evidence that the team members possess public/private search experience, but also the financial and human resources capacity to implement this project.

a. Response Requirements

Proposers are required to organize their qualifications within the subsections provided below. Additional information may be included under separate sections.

- a. Cover letter
- b. Detailed information about the Consultant
- c. Information concerning members of the Consultant who will be providing services to the Town
- d. Methodology to be used to develop job qualifications and requirements for the position, including the ability to work with drafts prepared by the Town
- e. Procedures to be used to identify and recruit qualified candidates and the role the Town will play in that process
- f. Methodology to be utilized to evaluate prospective candidates
- g. Recommendations for and assistance with the selection, interview and negotiation process
- h. Additional activities that the consulting team can or will provide to assist in the search and selection process

b. Prior Experience

The Proposer will use the Statement of References Form to provide information regarding References. The Proposal shall provide any additional documentation or materials in support of the Proposer's qualifications to enter into the Contract not contemplated on the Statement of References Form. Such additional information will provide support for the Proposer's knowledge and expertise regarding the Proposal submitted.

The Proposer shall also include a complete list of all executive search Contracts and/or services performed for governmental or non-profit entities in the past three (3) years with contact information, including a point of contact name, title, address, telephone number, facsimile number and e-mail address for the parties receiving such services. If the Proposer has conducted less than five such assignments, then Proposer shall provide information on similar services provided in the past five (5) years. The Proposer shall also provide for each service unit i) the nature of the professional services provided, and ii) the member(s) of the Consultant performing the services.

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c. History and Background of the Proposer's Operations

Provide detailed information about the Proposer's history, including years of operation, all business addresses and locations, private and public clients and years of experience in representing both types of accounts.

**END OF QUALIFICATIONS INSTRUCTIONS**



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**INSURANCE REQUIREMENTS FOR EXECUTIVE SEARCH CONSULTANT**

Proposer shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the Town of Rocky Hill as an Additional Insured on a primary and non-contributory basis to all policies except Professional Liability. All policies except Professional Liability & Umbrella Liability should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-” VIII. In addition, all Carriers are subject to approval by the Town of Rocky Hill.

		<u>(Minimum Limits)</u>
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Professional Liability	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella		\$1,000,000
(Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Town of Rocky Hill prior to contract issuance. Proposer agrees to provide replacement/renewal certificates at least sixty (60) days prior to the expiration date of the policies.

**END OF INSURANCE REQUIREMENTS**

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

**PROPOSAL FEE FORM**

PROPOSER'S FULL LEGAL NAME: \_\_\_\_\_

This form must be submitted in a separate, sealed envelope marked "Executive Search Consultant Fee Envelope."

**PROPOSAL FEE**

Pursuant to and in full compliance with the RFQ/RFP, the undersigned Proposer, having thoroughly examined each and every document comprising the RFQ/RFP, including any addenda, hereby offers:

To perform the services specified in, and upon the terms and conditions of, the RFQ/RFP for the total placement fee of \_\_\_\_\_/100 Dollars (write out in words) (\$\_\_\_\_\_), or \_\_\_\_\_ percent (\_\_\_\_)% of the total cash compensation earned by the Town Manager during the first year of employment (the "First Year's Compensation"). In the event of a discrepancy between the fee quoted in words and in figures, the words shall control.

**FEE PAYMENTS AND STRUCTURE**

Proposer should describe below how the fee is to be paid, whether on a flat-rate monthly retainer, an hourly fee, or on a different basis, and what, if any, out-of-pocket costs will be charged to the Town. Proposer should describe anticipated payment terms depending on the Proposal Fee structure selected by the Proposer.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the Town Manager's employment with the Town is terminated, describe what, if any, refund or credit will be provided to the Town.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

**ACKNOWLEDGEMENT**

In submitting this Fee Form, the undersigned Proposer acknowledges that the fee(s) include all labor, materials, transportation, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed services called for in the RFQ/RFP.

By: \_\_\_\_\_

Its \_\_\_\_\_, Duly Authorized

Date \_\_\_\_\_

This form must be submitted in a separate, sealed envelope marks “Executive Search Consultant Fee Envelope.”

**END OF PROPOSAL FEE FORM**

**REQUIRED DISCLOSURES**

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

\_\_\_\_\_ This Proposal does not take exception to or seek to clarify or modify any requirement of the RFQ/RFP, including but not only any of the Contract Terms set forth in Section 27 of the Standard Instructions to Proposers. The Proposer agrees to each and every requirement, term, provision and condition of this RFQ/RFP.

OR

\_\_\_\_\_ This Proposal take exception(s) to and/or seeks to clarify or modify certain of the RFQ/RFP requirements, including but not only the following Contract Terms set forth in Section 27 of the Standard Instruction to Proposers. Attached is a sheet fully describing each such exception.

2. State Debarment List

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

3. Occupational Safety and Health Law Violations

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

4. Arbitration/Litigation

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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

5. Criminal Proceedings

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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

6. Ethics and Offenses in Public Projects or Contracts

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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

**END REQUIRED DISCLOSURES**

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

**PROPOSER'S LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the Proposer's regular employees regularly in attendance to carry on the Proposer's business in the Proposer's own name. An office maintained, occupied and used by a Proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a Proposer will not be considered a permanent place of business of the Proposer.

**IF A SOLELY-OWNED BUSINESS:**

Proposer's Full Legal Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
Mailing Address (if different from Street Address) \_\_\_\_\_  
Owner's Full Legal Name \_\_\_\_\_  
Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_  
Does the Proposer have a "permanent place of business" in Connecticut, as defined above?  
  
\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."  
  
\_\_\_\_\_

**IF A CORPORATION:**

Proposer's Full Legal Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
Mailing Address (if different from Street Address) \_\_\_\_\_  
Owner's Full Legal Name \_\_\_\_\_  
Number of years engaged in business \_\_\_\_\_  
Names of Current Officers  
  
\_\_\_\_\_  
President                      Secretary                      Chief Financial Officer

Does the Proposer have a "permanent place of business" in Connecticut, as defined above?  
  
\_\_\_\_\_ Yes                      \_\_\_\_\_ No

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

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**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.”

---

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

**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 ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

**PROPOSER'S NON-COLLUSION AFFIDAVIT FORM**

**PROPOSAL FOR:**

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

- (1) the Proposal is genuine; it is not a collusive or sham Proposal;
- (2) the Proposer developed the Proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the Proposer, its employees and agents have not communicated the contents of its 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 its Proposal; and

The undersigned Proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Rocky Hill 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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**END OF NON-COLLUSION AFFIDAVIT FORM**

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

**PROPOSER'S STATEMENT OF REFERENCES FORM**

The Proposer shall also include a complete list of all executive search Contracts and/or services performed for all governmental or non-profit entities in the past three (3) years with contact information, including a point of contact name, title, address, telephone number, facsimile number and e-mail address for the parties receiving such services. If the Proposer has conducted less than five such assignments, the Proposer shall provide information on similar services provided in the past five (5) years. The Proposer shall also provide for each service unit i) the nature of the professional services provide, and ii) the member of the Consultant performing the services.

1. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FACSIMILE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_  
NATURE OF SERVICE PROVIDED \_\_\_\_\_  
\_\_\_\_\_  
MEMBER OF CONSULTANT PERFORMING SERVICES \_\_\_\_\_  
\_\_\_\_\_
  
2. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FACSIMILE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_  
NATURE OF SERVICE PROVIDED \_\_\_\_\_  
\_\_\_\_\_  
MEMBER OF CONSULTANT PERFORMING SERVICES \_\_\_\_\_  
\_\_\_\_\_
  
3. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FACSIMILE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_  
NATURE OF SERVICE PROVIDED \_\_\_\_\_  
\_\_\_\_\_  
MEMBER OF CONSULTANT PERFORMING SERVICES \_\_\_\_\_  
\_\_\_\_\_

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

4. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FACSIMILE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_

\_\_\_\_\_  
NATURE OF SERVICE PROVIDED \_\_\_\_\_

\_\_\_\_\_  
MEMBER OF CONSULTANT PERFORMING SERVICES \_\_\_\_\_

5. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FACSIMILE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_

\_\_\_\_\_  
NATURE OF SERVICE PROVIDED \_\_\_\_\_

\_\_\_\_\_  
MEMBER OF CONSULTANT PERFORMING SERVICES \_\_\_\_\_

(add additional pages as necessary)

**END OF STATEMENT OR REFERENCE FORM**

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

**FORM OF CONTRACT  
FOR EXECUTIVE SEARCH CONSULTANT  
BETWEEN THE TOWN OF ROCKY HILL AND**

(\_\_\_\_\_)

\_\_\_\_\_, 2017

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the Effective Date”). By and Between the Town of Rocky Hill 761 Old Main Street, Rocky Hill, CT 06067 a municipal corporation organized and existing under the laws of the State of Connecticut (the “Town”), and \_\_\_\_\_ (the “Contracting Party”).

**RECITALS:**

WHEREAS, the Town has issued a RFQ/RFP for an Executive Search Consultant, a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Part submitted a Proposal to the Town dated \_\_\_\_\_ (the “Proposal”), a copy of which is attached as Exhibit B;

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

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

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B (collectively, the “Work”).

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFQ/RFP, including but not only all of the terms set forth in Section 27 (the “Contract Terms”) of the Standard Instructions.

2. Term: To be agreed upon but not for more than one (1) year.

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFQ/RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFQ/RFP, and the Proposal, this document shall have the highest priority, the RFQ/RFP the second priority, and the Proposal the third priority.

4. Fee:

[To be agreed upon]

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

6. Effect of Early Termination of Town Manager's Employment:

[To be agreed upon]

7. Termination Without Cause: The Town may terminate this Contract at any time without cause by giving notice of thirty (30) days to Contracting Party. In the event that this Contract is terminated by the Town under this provision, the Town shall pay to Contracting Party any amounts due for services provided up to the date of notice of termination.

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

9. Notice: Any notices provided for hereunder shall be given to the parties in writing at their respective addresses set forth below:

If to the Town:

**TOWN OF ROCKY HILL, CONNECTICUT  
EXECUTIVE SEARCH CONSULTANT RFQ/RFP, BID NUMBER 2017-011**

Town Manager Search Committee  
Town of Rocky Hill  
761 Old Main Street  
Rocky Hill, CT 06067

If to the Contracting Party:

10. 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 on and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF ROCKY HILL

[CONTRACTING PARTY LEGAL NAME]

By \_\_\_\_\_

By \_\_\_\_\_

Its Duly Authorized

Its \_\_\_\_\_, Duly Authorized

Date: \_\_\_\_\_

Date: \_\_\_\_\_