



TOWN OF PRESTON  
TOWN OFFICES  
389 ROUTE 2  
PRESTON, CONNECTICUT 06365-8830

## LEGAL NOTICE

### TOWN OF PRESTON REQUEST FOR PROPOSALS

*For the preparation of a Plan of Conservation and Development for the  
Preston Riverwalk, the Former Norwich State Hospital Property*

The Town of Preston is seeking proposals for the preparation of *a Plan of Conservation and Development for the Preston Riverwalk, the Former Norwich State Hospital Property*.

The project is being funded by a grant from the Connecticut Commission on Culture and Tourism with funds from the Community Investment Act of the State of Connecticut and by funds from the United States Department of Agriculture, Rural Business Opportunity Grant. Information and the RFP requirements are available from the Town of Preston First Selectman's Office, 389 Route 2, Preston, CT 06365, by calling (860) 887-5581 ext. 101 between the hours of 9:00 a.m. to 4:30 p.m., Tuesday, Wednesday, Friday. 9:00 a.m. to 6:30 p.m., Thursday, or on-line: [www.preston-ct.org/html/minutes](http://www.preston-ct.org/html/minutes). Scroll to "Requests for Proposals".

Sealed proposals must be received no later than 2:00 p.m. on November 24, 2009, proposals will be opened immediately thereafter in the Town Hall Conference Room, 389 Route 2, Preston, CT 06365. The Town reserves the right to award in part, reject any and all proposals in whole or in part, or to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.

Contractors must be approved by the Connecticut Commission on Culture and Tourism.

Equal Opportunity Employer/ Affirmative Action Employer



Notice of Request for Proposals  
Town of Preston

***Preparation of a Plan of Conservation and Development for the  
Former Norwich State Hospital Property***



Connecticut Commission  
on Culture & Tourism

**PURPOSE:** The Preston Redevelopment Agency, is seeking proposals on behalf of the Town of Preston for the preparation of *a Plan of Conservation and Development for the Preston Riverwalk, the Former Norwich State Hospital Property*

**SECTION A**

**BACKGROUND:** The project will entail the preparation of a comprehensive development and marketing plan of the abandoned former Norwich State Hospital Property that includes the Administration Building. The Town of Preston took title of the property from the State of Connecticut on March 12, 2009. The site (Preston's side) currently contains over 50 abandoned structures contaminated with lead and asbestos. The only structure the Town plans to rehabilitate is the Administration building, provided the structure is economically viable to rehabilitate.

The Town of Preston received funding from the **Connecticut Commission on Culture and Tourism with funds from the Community Investment Act of the State of Connecticut and from the United States Department of Agriculture for this project.**

**SCOPE OF WORK:** A written summary report and plans, as applicable, shall be provided after the completion of each phase, addressing task approach, task results, and include data, pictures and sketches, as applicable. Provide the cost for each phase of work for the project. Prior to commencing the subsequent phase, authorization to proceed must be given by the Chairman of the Redevelopment Agency. Deliverables shall include the following:

**Scope of Work**

**I. Review and Analysis of Existing Conditions**

- 1. Review and analyze existing phase I, II, III environmental studies, the Remediation Action Plan (if available), Archaeological Studies, Administration Building assessment (if available):** In order to coordinate and guide the development of the site with the environmental and archaeological issues, review existing documents to help determine where and what type of development/land use should occur throughout the 390 acres.
- 2. Review and analyze the on-site natural resources:** Locate and review the various natural resources located adjacent to the site including the Thames River, Poquetanuck Cove, various natural and tidal wetlands, forest areas, and other natural resources. The Town is currently conducting a natural resource inventory that should be completed by the time the project begins and must be included in this analysis.
- 3. Review and analyze existing necessary infrastructure:** Compile an inventory of available infrastructure including all utilities, sewer, water, electric, fiber optics. Analyze the suitability of the infrastructure to meet the needs of the future project development.
- 4. Prepare a market analysis:** Prepare a market analysis to determine the most appropriate economic activities for the property based on current and future economic development trends, providing a synergy among current and future economic

activities, encouraging the creation of higher-skill, higher-wage jobs, and promoting diversification of future activities.

5. **Review the “Preston Plan of Conservation and Development”, Zoning Regulations, and the “Conceptual and Management Plan for the Redevelopment of the Former Norwich Hospital Property”:** Review and analyze the *Preston Plan of Conservation and Development* adopted in 2004 to determine if any inconsistencies exist with the Plan and any future development of the property. Review the Zoning Regulations to determine if and/or where the regulations create conflicts for the future development of the site. Review Conceptual and Management Plan for the redevelopment of the Former State Hospital Site prepared by Redevelopment Agency.

**Draft report on Existing Conditions is to be provided by January 29, 2010.**

**Final report on this section is to be provided by February 26, 2010.**

## **II. Prepare a Plan of Conservation and Development for the former Norwich State Hospital Property**

Prepare a Master and Marketing Plan that will guide the site’s development.

1. **Plan of Conservation and Development Plan and Redevelopment for the Former Norwich State Hospital Property:**
  - a. **Land Use:** Considering the natural resources, the environmental and archaeological issues, existing and recommended infrastructure and the marketing analysis, provide a development plan that may recommend subdivision of the properties and identifies areas for specific commercial, business, industrial, open space, recreation, municipal/civic activities, and housing uses and other categories of public and private uses. The plan shall provide recommended measures to mitigate impact on archaeological and environmental resources. Delineate recommended roads and driveways, utilities and other infrastructure improvements and as necessary, recommend and draft amendments to the Zoning Regulations and the Preston Plan of Conservation and Development, as necessary. This shall be completed with consultation from the Redevelopment Agency and the Planning and Zoning Commission.

**Draft report is to be provided of existing conditions and land use plan by April 9, 2010**

**Final report on this is to be provided by May 28, 2010.**

- b. **Infrastructure Improvements:** Provide detailed recommendations for infrastructure improvements along with conceptual designs, including roads, sewer, water, electric, telephone, cable and other facilities and works within the redevelopment area. All conceptual infrastructure design shall comply with the standards, regulations and requirements of the agency having jurisdiction over the construction and installation of said infrastructure. This component shall also provide cost estimates for all recommended infrastructure.
- c. **Financial Plan:** The financial plan shall include three basic components
  - i. An incentive package incorporating potential municipal or other public incentives that will encourage the implementation of the desired land use development plan.
  - ii. A comprehensive financial package that will outline available public or private funding programs that will help fund individual privately developed parcels.

- iii. A comprehensive list of funding opportunities will be provided to assist the community in completing the recommended infrastructure improvements.
- d. **Marketing Strategy:** Create a marketing strategy considering the recommended uses and incentive packages to help determine how to market the property for best results.

**Draft report on Sections c and d is to be provided by June 23, 2010.**

**Final report on this section is due by August 4, 2010.**

**Alternate: This component is an alternate to this section and an alternate price shall be provided depending upon the outcome of the Administration Building Assessment.**

- e. **Administration Building:** If it is determined that the Administration Building should be rehabilitated, based on the building assessment, prepare a conceptual development plan for the Administration Building showing the proposed building use, conceptual layout for parking, utilities, landscaping, etc., and how the proposed development of the structure will integrate with and complement the overall development of the former Norwich State Hospital Property.

**Draft report is to be provided by April 19, 2010**

**Final report on this section is to be provided by May 28, 2010.**

**COMPLETED REPORT ON ALL SECTIONS TO BE PROVIDED BY AUGUST 4, 2010.**

**MAPPING: Extensive mapping is available through the Planning Office that includes: topography, wetland and water resources, floodplain, property survey, aerials, building locations, infrastructure, recognized environmental conditions and areas of concern, core campus, and conceptual design maps.**

**MEETINGS:** A meeting will be scheduled on November 16 and 17 at 10:00 a.m. to afford all potential consultants access to the site to view the property. **Please call 860-887-5581 ext. 118 to sign up for the site meeting.**

- Public Participation shall be important in the development of these documents. There shall be at least two public meetings – the first during the fact finding segment and the second during after the completion of the plan.
- Monthly status meetings shall be conducted with the Redevelopment Agency (or an appointed subcommittee) regarding the progress of the project.

**PROJECT COSTS:** A breakdown of costs shall be provided. The Town has the right to award any portion of the project as described above and reserves the right to re-advertise any of the subject phases individually.

**DRAFT AND FINAL PRODUCT:**

**DRAFT COPIES:** Twenty copies of the draft reports shall be submitted.

**FINAL COPIES:** Twenty copies and one digital in PDF and JPEG copy of the completed report.

The project is being financed through the Connecticut Commission on Culture and Tourism and the United Department of Agriculture, Rural Development. All documents must include the Connecticut Commission on Culture and Tourism logo and the following acknowledgement:

The Town of Preston received support for this project from the Department of Agriculture and the Commission on Culture and Tourism with funds for the Community Investment Act of the State of Connecticut.

**FORMAT FOR SUBMITTING STATEMENTS OF QUALIFICATIONS:**

Ten (10) copies of the following items must be submitted no later than November 24, 2009.

- A. **Company background materials:** provide information concerning the background, experience and reputation of the consultant.
- B. **Ability to perform:**
- a. The consulting team shall have experience in utility and infrastructure design, comprehensive planning, marketing strategy and historic preservation that is sympathetic to the historic architectural, designed landscape and archaeological cultural resources. The plan must meet the U.S. Secretary of the Interior's Standards for Historic Preservation Planning.
    - i. Examples of previous work on similar projects to demonstrate the consultant's understanding and familiarity with projects of this type shall be provided with the RFP.
    - ii. Firms shall list all Plan of Conservation and Development projects which have been completed in the past five years. Completed plans shall have met the U.S. Secretary of Interior's Standards for Historic Preservation Planning.
    - iii. The information regarding the team of professionals assigned to this project shall be provided, including qualifications of any subcontractors and the percentage of time each professional will be assigned to work on the project.
- C. **PROJECT APPROACH:** Outline the proposed approach to the project.
- D. **REFERENCES:** Please provide a list of previous and current contracts which are similar to the Town's scope of services, including the following information:
- a. **Dates and contract duration**
  - b. **Services performed**
  - c. **Name, address, and telephone numbers of clients which may be contacted for verification of data submitted**
  - d. **Statement as to whether project was completed on time and within the budget.**
- E. **LIMITATIONS:** This Request for Proposal does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

**RFP PROCESS:**

The Preston Redevelopment Agency is requesting that interested, qualified professional consultants/firms submit the Request for Proposal for the agency to review. Submittals are due no later than 2 p.m. on November 24, 2009 at the First Selectman's Office.

**SELECTION CRITERIA:** The following criteria will be used in evaluating the RFPs:

- Previous experience in structural engineering

- Must have a Historic Architect listed on the Connecticut Commission on Culture and Tourism list of Historic Architects and a structural Professional Engineer on the team.
- Presentation quality and readability of previously prepared projects.
- Ability to perform the work in a timely manner.
- Review of reference
- Cost and detail of project.
- Ability to comply with the Executive Orders outlined in the contract terms between the CCT, the U.S. Department of Agriculture and the Town of Preston.
- Key Personnel identified and assigned to the project

Following contract award, an initial meeting shall be held within five working days between the selected contractor and the Town of Preston Redevelopment Agency Task Manager to review the contractor's work plan and arrange site access. Minutes shall be taken by the contractor and e-mailed to the Task Manager no later than twenty-four hours after the meeting.

Contractors must be approved by the Connecticut Commission on Culture and Tourism.

Equal Opportunity Employer/ Affirmative Action Employer

**PROPOSAL DEADLINE:**

**Notice of RFP: November 9, 2009**

**Site Meetings: November 16 and 17, 2009 at 10:00 a.m. at 14 Route 2, former Norwich State Hospital site.**

**Please call 860-887-5581 ext. 118 to sign up for the site meeting.**

**Proposal Due: November 24, 2009**

**Selection of consultant and notice to proceed: December 4, 2009**

**Proposal shall be submitted to:**

**Robert Congdon  
First Selectman  
389 Route 2  
Preston, CT 06360**

**Proposals must be received by November 24, 2009 at 2:00 P.M.**

**SECTION B**

**CONSULTANT AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the Town of Preston and \_\_\_\_\_

Herein after referred to at the "CONSULTANT", whose office is located \_\_\_\_\_

Now, THEREFORE, in consideration of the premises and mutual covenants and conditions herein, the parties hereto agree to the following:

1. SCOPE OF SERVICES

The Town agrees to retain and hereby does retain the CONSULTANT for the services hereinafter described, and CONSULTANT agrees to furnish and perform such services as described in Schedule A, which is hereby made part of this agreement.

2. CONSULTANT FEES

The TOWN shall pay the CONSULTANT, and CONSULTANT shall accept from the TOWN as full compensation for the performance of services defined in Schedule A hereof, a total sum not to exceed \_\_\_\_\_ payable according to the schedule stated in Schedule A. It is understood by all parties to this contract that the total sum payable under this contract is not to exceed \_\_\_\_\_.

3. METHOD OF PAYMENT

Payment shall be made by the TOWN to the CONSULTANT upon satisfactory completion, acceptance and approval of each unit of work. The CONSULTANT shall submit a written request for payment and shall be paid within 30 days of acceptance.

1. ABANDONMENT

The CONSULTANT shall use their best efforts to complete the project as set forth in this agreement. In the event that the CONSULTANT is unable to complete the project, the Town will terminate any obligations to the CONSULTANT.

2. AUDITING

The CONSULTANT shall keep accurate and separate accounting and fiscal records; maintain an efficient and accurate cost keeping system for records of all receipts and disbursements of all funds attributable to this project, and shall provide such records for examination at such reasonable time as may be designated by the TOWN.

Any purchasing or subcontracting by the CONTRACTOR will be done in full compliance with all applicable municipal requirements.

6. COMPLETION OF WORK

The CONSULTANT agrees to commence work as of the date first written above. The CONSULTANT agrees to complete work under this agreement in a manner satisfactory

to the TOWN by April 30, 2010, or within such extended periods as are mutually agreed to in writing by the parties.

#### 7. TERMINATION

- a) The TOWN, by seven (7) days written notice to the CONSULTANT, may terminate this agreement in whole or in part for the convenience of the TOWN, whenever the Town determines that such action is in its best interest. If the agreement is so terminated, the CONSULTANT will be compensated an amount bearing the same ratio to the total compensation as the Town accepted services actually preformed bear to the total services provided by the CONSULTANT under this agreement. In such event, all finished and unfinished documents shall become the property of the TOWN and shall be immediately delivered to the TOWN.
- b) If the CONSULTANT fails for any reason to fulfill the contractual obligations or violates any covenant or term of this agreement, the TOWN shall have the right to terminate this agreement upon a seven (7) day written notice. In such event, all finished and unfinished documents shall become the property of the TOWN. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the TOWN for damages sustained by virtue of any breach of this agreement by the CONSULTANT for the purpose of setoff until such time as the exact amount of damages due to the TOWN is determined.

#### 8. OWNERSHIP OF COMPLETED WORK: RELEASE OF COPYRIGHT

- a) All work produced and the product of services to be preformed pursuant to the agreement shall be the property of the TOWN. The CONSULTANT hereby agrees that any work based on the services rendered under this agreement, in whole or in part, are the product of services performed pursuant to this agreement. The CONSULTANT shall not release, publish, or disseminate in any form whatsoever, without prior written consent of the TOWN.
- b) The CONSULTANT relinquishes any and all copyrights and/or copyright rights, and/or privileges to all documents, reports or photographs which, in whole or in part, are the product of services performed pursuant to this agreement. The CONSULTANT shall not include in any such documents or reports any copyrighted matter without the approval of the TOWN unless the CONSULTANT provides the TOWN the written permission of the copyrighted owner for the Town to use such copyrighted matter.

#### 9. CHANGE OF WORK

The TOWN shall have the right to require changes in the Scope of Services to be performed by the CONSULTANT. If any such changes are made and the CONSULTANT is of the opinion that extra work is made necessary as a result thereof, the CONSULTANT shall promptly notify the TOWN of this fact. The TOWN shall be the sole judge as to whether such work is in fact beyond the scope of work of this agreement and constitutes extra work. In the event that the TOWN determines that such work does constitute extra work, the TOWN shall provide extra compensation to the consultant on a fair and equitable basis, and a supplemental agreement providing for such compensation shall be issued.

#### 10. TOWN HELD HARMLESS

The CONSULTANT will indemnify and hold the TOWN harmless from any claims for loss, damage or injury to persons or property arising out of the performance or failure of performance by the CONSULTANT, his agents, employees or contractors of any of its duties, components and agreements undertaken or imposed by the CONSULTANT.

#### 11. CONFLICT OF INTEREST/CODE OF ETHICS

The CONSULTANT covenants that they have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the CONSULTANT'S services and duties hereunder. The CONSULTANT, further covenants that in performance of this agreement, no person having such an interest shall be employed.

The project shall be completed in compliance with the Town of Preston Code of Ethics. Should it be found by the Preston Ethics Commission that there has been a violation of the Code, the Town may terminate this contract and take such other action as the Town may have at law or in equity.

#### 12. CONSULTANT AS INDEPENDENT CONTRACTOR

The relationship of the CONSULTANT to the TOWN is that of independent contractor, and the CONSULTANT, in accordance with his status as such contract, covenants and agrees that he will neither hold themselves out nor claim to be an officer or employee or agent of the TOWN by reason hereof and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the TOWN, including, but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage or retirement membership credit.

#### 13. NON-ASSIGNABILITY

It is understood between the parties that this agreement is intended to secure the services of the CONSULTANT because of the CONSULTANT's ability and reputation. The CONSULTANT agrees not to assign, transfer, or convey, sublet or otherwise dispose of this agreement or any of its contents, rights titles or interest therein or their power to execute such contract to any other person, company, or corporation without the previous consent in writing of the Town.

a. The waiver of any breach of this agreement shall be deemed to constitute the waiver of any other breach of the same term or condition thereof.

b. IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed the day and year first written above.

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Robert Congdon, First Selectman

## **SECTION C**

### **INFORMATION AND GENERAL REQUIREMENTS TO CONSULTANTS**

1. Sealed Proposals (**one original and 9 copies**) will be received at the Office of the First Selectman, 389 Route 2, Preston, Connecticut 06365. At the designated time of opening, they will be publicly opened, read, recorded and placed on file. Proposals must be submitted in a sealed envelope that is clearly marked **SEALED PROPOSALS FOR THE PREPARATION OF THE STRUCTURAL ANALYSIS, PLANS AND SPECS FOR THE ADMINISTRATION BUILDING, and the time and date submitted/received. Proposals may be mailed or hand-delivered to the First Selectman, 389 Route 2, Preston, Connecticut 06365, where they will be publicly opened.**
2. Whenever it is deemed to be in the best interest of the Town, the Board of Selectmen shall have the right to accept or reject any proposal, or any part of any proposal, when such action is deemed to be in the best interest of the Town of Preston.
3. The award will be on the basis of qualified, lowest bidder to meet specifications unless otherwise specified.
4. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a proposal involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the proposal.
5. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the consultant or relieve him/her from fulfilling any of the conditions of the RFP.
6. Each consultant is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a proposal. Failure to meet these criteria shall not relieve the consultant of the responsibility of completing the proposal without extra cost to the Town of Preston.
7. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No consultant may withdraw a proposal within one hundred twenty (120) days after the actual date of the opening thereof. Should there be reasons why a proposal cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the consultant.
8. The consultant agrees and warrants that in the submission of this sealed proposal, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such consultant that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed proposal or in any manner which is prohibited by the laws of the United States or the State of Connecticut, and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful consultant.
9. The consultant agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this proposal will conform to and comply with said standards and regulations. The consultant further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of consultant's failure to comply with said standards and/or regulations.

## **INSURANCE**

1. The consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the consultant and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Preston, its employees and agents as an Additional Insured** on a primary and non-contributory basis to the consultant's Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the consultant's Certificate of Insurance.**
2. **INSURANCE REQUIREMENTS** - Within five days of contract award, the awarded vendor shall provide a Certificate of Insurance in accordance with the following requirements:
  1. Insurers must have an A.M. best rating of A-VII or better and admitted to conduct business in the State of Connecticut.
  2. General Liability:
    - a. Bodily Injury and Property Damage - \$1,000,000/Occurrence
    - b. Commercial General Liability
    - c. Products & Completed Operations
  3. Automobile Liability:
    - a. \$1,000,000 Combined Single Limit
    - b. Owned, Hired and Non-Owned
  4. Workers' Compensation as required by the State of Connecticut
  5. Name the Town as Additional Insured
  6. 30 Days Notice of Cancellation
  7. Professional liability for errors and omissions in the amount of \$1,000,000
  8. Subcontractors: It is the responsibility of the Contractor to be sure that all their subcontractors procure and maintain the same insurance required of the Contractor.

10. The Town of Preston is exempt from Excise, Transportation and Sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in proposal prices. Exemption certificates will be provided upon request.
11. Consultants shall observe and comply with all Federal, State and local laws, ordinances and regulations. Consultants shall indemnify and save harmless the Town, all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the consultant, their employees, their consultants and/or their employees.
12. Consultants are responsible for checking the Town of Preston website at <http://www.preston-ct.org>.
13. The proposal must be signed by an authorized official, and must provide name, title, address and telephone number of the individuals with authority to negotiate and contractually bid the clarifying the information provided.
14. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut, and Federal Government and any ordinance of the Town of Preston that is applicable to this project.
15. All proposals in response to this RFP are to be the sole property of the Town of Preston and are subject to the provisions Freedom of Information Act.
16. The Town reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the Town of Preston.
17. The Town reserves the right to reject the proposal of any consultant who is in default of any prior contract or for misrepresentation, or if such a consultant is ineligible contractor by the Comptroller General of the United States.
18. By responding, a consultant implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the consultant did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the consultant's proposal preparation.
19. This project shall be completed in accordance with the contract between the State of Connecticut Commission on Culture and Tourism and the Town of Preston, Connecticut, grant number CT-09-50 and the contract between the Town of Preston and the United States Department of Agriculture.
20. The project shall be completed in compliance with the Town of Preston Code of Ethics. Should it be found by the Preston Ethics Commission that there has been a violation of the Code, the Town may terminate this contract and take such other action as the Town may have at law or in equity.
21. The Town reserves the right to award in part, to reject any and all, in whole or in part, for misrepresentation or if the respondent is in default of any prior Town contract, or if the Respondent limits or modifies any of the terms and conditions and/or specifications of the Request, the Town also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.