



TOWN OF WINCHESTER – CITY OF WINSTED

Town Hall – 338 Main Street

WINSTED, CONNECTICUT 06098

REQUEST FOR PROPOSALS (RFP)

for Sale & Redevelopment of

508 Main Street

Date Issued:	Thursday, December 8, 2022
Scheduled Tour:	3:00 PM on Wednesday, December 21, 2022
Questions Deadline:	Monday, January 16, 2023
Answers Issued by:	Monday, January 23, 2023
Submission Deadline:	9:00 AM EST on Monday, February 27, 2023
Primary Contact:	Joshua Steele Kelly, Town Manager townmanager@townofwinchester.org
Send Proposals To:	Winchester Town Hall
(Sealed and marked as RFP submission)	338 Main Street Winsted, CT 06098

I. Introduction & Background

The Town of Winchester/City of Winsted is requesting sealed proposals for the acquisition and redevelopment of the town-owned property located at 508 Main Street (hereinafter referred to as “the Property”). The building at 508 Main Street has previously been used as a commercial space on the first floor and as residential apartments on its second and third floors. The Town took the property through its blight process in 2020, and the building has been unoccupied since at least that time. The Property is located at in the heart of Winsted: a stone’s throw away from established restaurants like Mario’s Tuscan



Grill and 2nd Home, a short walk away from attractions like the American Museum of Tort Law and gathering spots like the Little Red Barn Brewery, and just over a mile away from



Northwestern Community College, the American Mural Project, Whiting Mills art studios, and so much more. It is also located just a mile from Highland Lake, one of Connecticut’s largest, pristine lakes. Winsted is succeeding in its development of a walkable Main Street lined with shops, restaurants, and cultural attractions, and we

believe that the redevelopment of 508 Main Street will be the next successful step in that

process. While the Town outlines a few recommendations in this document, it is up to the proposer to identify what specific use they would like the newly-developed space to have in their submission to the Town.

The Town issues this RFP in order to select the proposal that assures the best overall redevelopment of this property at 508 Main Street, with an opportunity for parking access to also be located on 30 High Street, which the Town also owns. The Property may be sold to the proposer submitting a proposal that a selection team evaluates as being the most responsible and advantageous to the Town of Winchester. The quality of the site redevelopment plan, experience and capability of the prospective purchaser, and the proposed financial benefits for the Town are among the evaluation criteria as noted later on in this document that will be used to make that decision. The manner in which the Property is developed shall be consistent with the Town of Winchester's Plan of Conservation & Development and all applicable town, state, and federal codes and regulations.

II. Description of Site & Site Improvements

The Property is small, encompassing less than a tenth of an acre of land, and currently is home to a building of three stories (excluding basement) with approximately 4,679 square feet of living space. The first floor has 1,523 square feet of space previously put to commercial use, and the upper two floors were previously configured to be three separate apartments, together totaling 3,156 square feet. There is also a basement area with 1,578 square feet of floor area that is accessible through a manhole on the street. This structure occupies almost all of the 508 Main Street parcel. Next door you will find 516 Main Street, where a commercial building was recently demolished. It is the Town's prospective plan to divide this parcel,



separating 508 Main Street (the subject of this RFP) from 516 Main Street so that they may be developed separately. The Town tentatively plans to turn 516 Main Street into a “pocket” park. Behind 508 Main Street is 30 High Street, a vacant lot that is also owned by the Town. There is currently a wooden walkway that extends from the rear of 508 Main Street to 30 High Street. As part of this RFP, responders will have the opportunity to indicate interest in making use of 30 High Street for some amount of parking or yard space, but the Town reserves the right to do with the property as it sees fit. Topographically, there is a slope between Main Street and the area of 30 High Street. For more information about the Town's additional plans to improve this

stretch of Main Street, including the 516 Main Street lot, please contact the Town Planner at lhansen@townofwinchester.org.

III. Exceptional Location

Winchester is a friendly, vibrant, and affordable town that is attracting developers, businesses, and new residents alike.

Accessibility & Walkability

Winsted, the downtown area of the Town of Winchester, is highly accessible, sitting at the crossroads of Route 44 (which travels east to Hartford and west to Albany) and Route 8 (which travels north to the Berkshires and south to Waterbury and eventually Connecticut's gold coast). Winsted is also 35 minutes from Bradley International Airport and just 90 minutes from New York City. This makes Winsted an ideal place for businesses, of which there are many in town, and an ideal place for families and individuals to live, whether they work nearby or commute to one of the larger cities nearby. Main Street (which is also Route 44) is charming and easily walkable. Located in a desirable spot on Main Street, any development located at the Property will be a simple walk or short ride from a plethora of restaurants and shops and one of Connecticut's largest and most pristine lakes. For more information about Main Street, please visit the Friends of Main Street website at <https://www.fomswinsted.org/>.



Arts & Culture

Arts and culture are a feature not just in Winsted, but in the surrounding northwestern corner of Connecticut. Winsted is home to the American Mural Project (AMP), the largest indoor collaborative artwork in the world, standing at 120 feet long and five stories high. Nextdoor to AMP is Whiting Mills, an artisan community home to numerous artisanal shops and studios that are open to the public on a regular basis. In development is the Laural City Playhouse, and right on Main Street is the Gilson Theater, where you can treat yourself to dinner and a movie or a live performance all at the same time. Small art, pottery, and photography studios line Main Street, making it a vibrant and exciting place to be, and the Town is also home to the American Museum of Tort Law, the only museum of law in the world. Winsted is just 15 minutes away in Torrington is the Five Points Art Gallery and the Warner Theatre, 20 minutes eastward is the Farmington Valley, and less than an hour



away are both the Bushnell Theater in Hartford and the world-famous Tanglewood performing arts center in western Massachusetts.

Nature & Recreation

Winchester is located in the foothills of the Berkshires, making it a visually spectacular place to live and experience. The town is home to a number of parks, multiple pristine lakes (three of which are publicly accessible with public boat launches), and thousands of acres of publicly-owned land that is available and accessible for hikers, boaters, kayakers, mountain bikers, and the like. In addition to trails, lakes, and rivers, the Town is home to a number of recreation-based businesses and other attractions including R&B Sportsworld, which offers minigolf, bumper cars, batting cages, go-carts, and more; Be Under Par, an indoor golf simulator business; and more. The town is home to a wide variety of recreational and entertainment events year-round: from the Laurel Ball in the spring, to the Firemen's Carnival in the summer, to the Gator Parade in the winter. Businesses and residents looking to join Winchester will not be disappointed by its offerings outside of home and work.

Resources & Services

Winchester is not just home to top-notch Town services; it is also home to Northwestern



Community College, the #1 top-ranked community college in Connecticut offering a wide variety of two-year degrees and a bachelor's degree in business. The community college plays host to the Northwestern Entrepreneurial Center, an arm of the college that focuses on helping new entrepreneurs get the connections, experience, and help that they need to succeed. Younger students will attend, beginning in August 2022, the refurbished-as-new Hinsdale School,

and the town also has its own middle school (Pearson Middle School) and sends its students to a private endowed academy, the Gilbert School.

Affordability

Winchester offers an affordable lifestyle, especially when compared to other areas of the northeast. For that reason, many single-income families or retirees who have downsized choose to call Winchester home. The amount of housing available in Winchester has not been keeping up with demand, and in turn housing prices and rental costs have risen in recent years. The development of this property offers a unique opportunity for profitable redevelopment due to its location with close proximity to other Winsted businesses.

IV. Proposal Process & Schedule

**An asterisk denotes estimated dates.*

RFP Public Release/Posting	Thursday, December 8, 2022
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Scheduled In-Person Tour of the Property* <i>A special tour may be scheduled if the tour date conflicts with your professional schedule. To request an alternative tour date, please contact the Town Manager.</i>	Wednesday, December 21, 2022 at 3:00 PM
Deadline for submission of written questions about the RFP (sent by email to townmanager@townofwinchester.org)	Monday, January 16, 2023 (by end-of-business)
Answers issued by	Monday, January 23, 2023
Deadline for Proposal Submission/Opening & Preliminary Review of Proposals	9:00 AM EST on Monday, February 27, 2023
Interview Developers (optional)*	By March 10, 2023
Completion of Evaluation/Scoring of Proposals*	By March 17, 2023
Select Winning Proposal & Public Announcement of Proposal Selection*	By April 3, 2023
Planning & Zoning Commission meets to conduct an 8-24 review of proposal*	By April 24, 2023
Special Town Meeting Vote to Authorize Board of Selectmen to Sell Property*	By May 15, 2023
Purchase and Sale (P&S) Agreement Completed*	By June 15, 2023
Closing of Sale*	By July 1, 2023

Notices of the availability of this RFP will be placed on the Town website, in an advertisement in a locally-circulating newspaper, and in the Town's usual posting locations, both online and in print. A paper copy may be obtained during normal business hours by stopping into the Town Manager's Office.

Proposal scope:

The Property falls within the Town Center Zone; proposals may want to consider the zone's current regulations when preparing their proposal, but proposals outside the strict scope of the zone's regulations will be considered. The Town Center Zone has the following permitted uses: Accessory Residential Uses, Artisan Production, Bakery, Banks and Financial Institutions without Drive-Thru, Commissary, Country Inn, Cultural Institution, Drug Store (Small Format), Family Day Care Home, Home Farming, Home Occupation, Medical Office (Small Format), Office (Business Small Format), Office (Professional Small Format), Public Administrative Services and Courts, Restaurant, Retail (Grocery Small Format), Retail (Personal Service), and Retail (Small Shop). Other uses are allowable by Special Permit such as Affordable Housing, Bed & Breakfast, Distillery, Hotel, Mixed-Use Building, Multi-Family Dwelling, Recreation and Entertainment Facility (Indoor Private), Tavern, and more; please view the Town's Zoning regulations to see that full list.

Questions concerning this RFP:

Questions concerning this RFP must be submitted in writing to the Town Manager at townmanager@townofwinchester.org or mailed to the Town Manager's Office at 338 Main Street, Winsted, CT 06098. All questions must be received by the Town Manager's Office as indicated above. Written responses will then be emailed to all proposers on record as having picked up or downloaded the RFP.

Proposal submission deadline:

Sealed proposals are due in writing or via digital/electronic copy saved on a USB (jump/thumb) drive at the Town Manager's Office, 338 Main Street, Winsted, CT 06098 by the time and date detailed above. Faxed or emailed submissions WILL NOT be accepted.

All costs and expenses of purchasing and developing the premises, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

The premises will be sold in an "AS IS" condition. Each proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the premises, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the premises and the use of the premises. Any available reports regarding the Property can be found on the Town's website at townofwinchester.org.

Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of proposals by submitting the required number of copies of such correction, modification, withdrawal or a new submission, clearly marked on the outside envelope with the appropriate heading, by the submission deadline listed above.

No proposer may withdraw its proposal for a period of one hundred fifty (150) days after the due date for submission of the proposals to the Town.

The Town reserves the right to conduct a standard criminal and business background check of each proposer which may include but is not limited to: contacting contractual business associates and practices, researching employment histories, conducting background checks with former colleagues or customers, and verifying a bidder's financial wherewithal to complete the proposed project and maintain the building and property over the long-term. By submitting qualifications to the Town of Winchester, the developer consents to such an inquiry and agrees to make available to the Town financial books, records, and references as the Town deems necessary to conduct the inquiry.

The Town may, at its option, interview developers as part of this selection process. However, selection may take place without such interviews. Therefore, proposals should be complete as initially submitted.

The Town reserves the right to reject any and all proposals, to negotiate any and all nonmandatory contract terms with the successful proposer, or to cancel this procurement at any time if it is in the Town's best interest to do so.

The successful proposer must be prepared to enter into a purchase and sale agreement within sixty (60) days of Winchester's Special Town Meeting, which the Town projects may be held as early as April 2023. At this Special Town Meeting, voters will vote whether to approve the sale.

V. Goals of the 508 Main Street Property Sale & Redevelopment

The sale and redevelopment of the Property shall aim to accomplish the following goals:

1. Create a new, sustainable use for the Property.

Proposals submitted to the Town should consider permitted uses or uses with special permits required as defined by the Town's Zoning Regulations for the appropriate Zone. The Zoning Regulations can be found on the Town's website.

2. Add to the character of the Town's walkable downtown.

The Property has immediate frontage to walkable sidewalks and Main Street itself. The redevelopment of this building is part of a larger movement in downtown Winsted to improve façade and once again make use of buildings that were previously neglected. The finished product should contribute to a positive, vibrant image for the Town.

3. Provide financial benefits to the Town via a combination of the initial sale price and annual real estate tax revenue.

Due to the Town's current ownership of the property, the lot is not currently on the tax rolls. The Town hopes that proposals put forward will reinvigorate this site with new that will expand Winchester's tax base.

4. Select a bidder who has experience with similar projects, provides solid references, and is able to proceed with the redevelopment project in a timely manner.

VI. Submission Requirements

Parties interested in responding to this RFP are invited to submit a proposal in accordance with the following terms and conditions. With submission of a response to this RFP, the proposer acknowledges that he or she has read and understands the requirements and conditions herein.

Each proposer shall submit three (3) paper copies of the proposal (one of which shall be the original) OR a digital/electronic copy saved on a USB (jump/thumb) drive, complete with all supporting materials, to the Office of the Town Manager, 338 Main St, Winsted, CT 06098, no later than the date and time as marked at the beginning of this RFP. The sealed proposal shall be marked "Proposal for 508 Main Street Property."

Responses to the RFP must include all required documents, completed, and signed per the instructions and attached forms included in this RFP package. Emailed and faxed proposals will not be accepted and will be deemed non-responsive and will not be evaluated. No proposals submitted after the above-referenced deadline will be accepted.

All proposals must include the following materials:

1. **Cover Letter.** A letter signed by the proposer, or, if the proposer is an entity, principal(s) of the proposer who is authorized to submit its RFP response, including a statement of interest, the identity of the proposer, and name of the purchaser of the Premises (if other than proposer), and the name, address and contact information of all interested parties.
2. **Price Proposal.** Proposers must state their proposed offered price to be paid for the acquisition of the Property. Please note that the Town is seeking money to help turn 516 Main Street into a pocket park, and a higher price offered by the Proposer will help the Town revitalize that site more quickly and more effectively.
3. **Development Plan; Closing Date.**
 - a. Each proposer must submit a narrative on the proposer's proposed use of the Property.
 - b. Proposers must also identify a proposed closing date.
4. **Site Plan.** Proposers must include a conceptual site plan which identifies landscaping and placement of any new structures or other basic features. This site plan must also indicate if the Proposer is interested in making use of any part of 30 High Street for parking or yard space and should indicate the amount of the land that would be needed at 30 High Street for such purposes.
5. **Proposal Security.** Proposal security in the form of a certified check or cashier's check payable to the "Town of Winchester, CT" in the amount of \$1,000.00 must accompany the proposal package. The proposal security of parties not selected will be returned within a reasonable time after the date of an award. Proposal packages which fail to include security, or those of responding parties who fail to provide the aforementioned security by the submission deadline, will be rejected as non-responsive. In the event that the successful proposer and the Town fail to enter into a Purchase & Sale Agreement (P&S) within thirty (30) days of the date of the approval vote to sell the property at

Special Town Meeting, or an alternative date if agreed to by both parties, the Town shall retain the proposal security. Otherwise, the proposal security shall be credited towards the purchase price.

6. **References and Property Photos/Addresses.** Each proposer shall include the names, telephone numbers and email addresses of three to six (3 - 6) references. Please state the relationship with each reference. These references should be a combination of current or former business partners/colleagues, a former employer, or owners of residences that her/his company has previously built and sold. Photos and addresses of two or more previous developments constructed or renovated by the proposer shall also be included. By submitting qualifications to the Town, the developer consents to such an inquiry and agrees to make available to the Town financial books, records and references as the Town deems necessary to conduct the inquiry.
7. **Certifications.** Proposers are required to certify, in their submission, that they have not colluded with any other person submitting a proposal; they must supply a Certificate of Legal Existence from the Secretary of the State's Office; and they must provide a Certificate of Authority in which the proposer, if an entity, identifies the names and addresses of the managers, directors, and/or other parties authorized to act on behalf of the entity.
8. **Financing Information and, if applicable, Loan Commitment.** Financial statements and background information must be attached to the proposal. If a proposer intends to purchase and renovate the Premises with a purchase money mortgage, the proposer must specify how much is to be borrowed and submit, in its proposal package, a pre-approval letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions. If the proposer intends to pursue an affordable housing development of any kind, details around the funding that will be pursued and obtained must be attached to the proposal, including timelines for the acquisition of such funds. The proposer must deliver a firm letter of commitment to the Town within sixty (60) days from the date the parties enter into a Purchase and Sale Agreement.
9. **Other.** The proposer should include in this section any other information which the proposer believes the Town should know in order to fully evaluate the proposal, or any special conditions to the proposal. If a proposal is missing any of the required materials, or the required materials are combined, the Town reserves the right to evaluate the proposal if, in the sole discretion of the Town, the overall proposal is responsive to the evaluation criteria and required material. For example, a proposal will not necessarily be discarded if the Site Plan and Development Plan are submitted as one document, assuming that all of the required information is still included.

Additional Instructions:

- If any changes are made to this RFP, an addendum will be issued. Each addendum will be emailed to all persons on record as having requested the RFP. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from the obligation to comply with the terms of such addenda. All addenda so issued shall become part of this RFP.
- At the time of the opening of bids each proposer will be presumed to have inspected the Premises and to have read and be thoroughly familiar with the RFP (including all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation to comply with the RFP.
- Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official or a designated alternate prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature. Late responses will not be accepted, nor will additional time be granted to individual respondents unless the Town extends the required submittal date for all proposers.
- All signatures must be handwritten and in ink by the person(s) seeking to purchase the Premises. All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alteration, or irregularities may be rejected.
- All proposals become the property of the Town. All proposals are deemed to be public records, excluding financial supporting documentation, under Connecticut General Statutes.
- The Town will not be liable for any costs incurred by any respondents in the preparation and presentation of responses to this RFP, or in the participation in views, interviews, negotiations, or any other aspect of this RFP process.
- Failure to meet the submittal requirements may be sufficient cause to reject a proposal. Proposers are solely responsible for reviewing all the provisions of this RFP and any attachments prior to submitting the proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP, may be rejected.

VII. Evaluation Criteria & Selection Process

The Town may, but is not required to, select a list of responders to invite to an interview. The use of an interview is dependent on the number and scope of the proposals submitted.

- A. Evaluation Criteria: A small committee, formed by the Town Manager that will include at least two other staff members and as many as two Selectmen, will review all

proposals to determine which one is most advantageous to Winsted. Evaluation will be based on the following criteria:

CRITERION 1: Experience (of proposer)

- Has the proposer been in business for a reasonable period and had actual experience with similar redevelopment projects?
- Does the proposer have examples of similar work and related materials?
- Has the proposer included at least 3 references for past projects?
- Has the proposer demonstrated that they have a solid understanding of the technical and logistical aspects of the project?

CRITERION 2: Ability to Meet Schedule

- Has the proposer demonstrated that they could complete the redevelopment project within a reasonable amount of time?
- Do they have sufficient staff and contractors/sub-contractors to perform work in a timely manner and are they able to make the necessary time commitment required to meet the schedule?
- Have they established a detailed timeframe for their activities, and are they committed to that timeframe?

CRITERION 3: Proposed Use

- The proposer should identify how they will approach this project.
- Will the proposed use of the land enhance the physical appearance and the attractive nature of the area in which the property exists?
- Will the proposed use of the Property enhance the character of Winsted and help meet needs that the town's economy has?
- Is the proposed use permitted (either by right or under special permit) in the zone in which this lot exists?
- Has an anticipated permit list been provided?
- How will expected difficulties and challenges be addressed/met?

CRITERION 4: Financial Benefit

- Was a reasonable level of payment offered for the acquisition of the parcel?
- Will the development increase Winchester's tax base?

- B. All proposals submitted by the proposal filing deadline set forth at the top of this RFP will be opened in public and recorded. All information contained in the proposals is public, excluding financial supporting documentation.
- C. Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Town of Winchester reserves the right to

disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information. The Town may request additional information of one or more respondents relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time.

- D. Following the receipt of any additional information requested of the proposers by the Town, if any, proposals will be evaluated and rated by the Town according to the comparative evaluation criteria set forth in this RFP. The Town will select the most advantageous proposal, taking into consideration all of the evaluation criteria set forth in this RFP. For this reason, sale price will not be the primary decision factor, and as stated earlier, proposals offering the best overall value to the Town, but with a lower than market value price, may be selected.
- E. The proposer selected by the Town will be given exclusive rights to negotiate with the Town the terms of the purchase and development of the premises. If, at any time, such negotiations are not proceeding to the satisfaction of the Town, in its reasonable discretion, then the Town may choose to terminate said negotiations. The Town may select another proposer with whom to initiate negotiations.
- F. The selected proposer and the Town shall enter into the (P&S) agreement within thirty (30) days of approval of the voters at the Special Town Meeting, unless an alternative date has been agreed to by both parties. Extensions given on this date. Responses to all questions must be sent to the Town Manager at townmanager@townofwinchester.org.

VIII. Award, Terms, and Condition of Sale

The premises shall be awarded to the proposer selected in accordance the prior section. The Town of Winchester shall send a letter to the successful proposer, informing the proposer of such award.

The Town and the selected proposer (referred to as "Buyer") shall, within thirty (30) days of approval from voters at the Town of Winchester Special Town Meeting, or an alternative date agreed to by both parties, enter into the attached purchase and sale agreement. In the event that the proposer fails to enter into the P&S with the Town of Winchester within said thirty (30) days or a mutually agreed upon alternative date, the Town may rescind the award and retain any proposal security as liquidated damages.

The P&S shall contain, in addition to the usual provisions, the following terms:

- At time of execution of the P&S, the Buyer shall pay a deposit, which, including the \$1,000.00 proposal security paid with the submission of the proposal, will equal ten percent (10%) of the purchase price. The deposit submitted by Buyer shall be held in escrow by the Treasurer of the Town in a non-interest bearing account and shall be duly accounted for at the time for performance of this agreement. In the event that the Buyer fails to fulfill its obligation to purchase the premises, the Town shall retain the deposit as

liquidated damages. In the event of any disagreement between the parties, the treasurer may retain all deposits made under the P&S pending instructions mutually given by the Town and Buyer.

- If the acquisition of the Premises is financed by a lending institution, Buyer must deliver a firm letter of commitment to the Town within thirty (30) days from the date of execution of the P&S, unless an alternative date has been agreed to by both parties.
- No broker's commission shall be paid by the Town, and Buyer shall indemnify and hold harmless the Town from any claims for such commission.
- Buyer shall pay the monetary consideration for the Premises by certified, treasurer's, or bank check or by wire transfer.
- Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that Buyer has not relied upon any warranties or representations not set forth in this RFP. Buyer represents and warrants that it will accept the Premises "AS IS."
- In the event that the Town defaults under the P&S, Buyer shall be entitled to terminate the P&S and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and equity for any breach of the P&S by the Town.
- The purchase of the Premises shall not be contingent on the sale of any other property.
- The closing shall occur within sixty (60) days from the date on which the P&S is signed by the Town and Buyer, or within such further time as the Town and Buyer shall agree.
- The Town's obligation to close shall be contingent upon approval of the sale of the Premises at Special Town Meeting.
- The Town reserves the right, in its sole discretion, to require a means of ensuring that the renovations or construction described in a Proposer's RFP is completed within a reasonable time period.
- The Town reserves the right to place deed restrictions pertaining to any affordable housing components of the redevelopment, so that future rental prices or future sale prices remain at an affordable rate (as defined by the State of Connecticut).

IX. Reservations & Disclaimers by the Town

- This RFP does not represent any obligation or agreement whatsoever on the part of the Town to sell the Premises described in this RFP.
- The Town reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw the RFP, to select finalists to submit and negotiate a more fully-developed response, to negotiate with one or more applicants, and/or negotiate and dispose of the Premises on terms that are not materially different from those set forth herein.
- The Town also reserves the right, at any time, to waive strict compliance with the terms and conditions of this RFP or to entertain reasonable modifications or additions to selected proposals provided the same are not materially different from the terms set forth herein.

- The Town may be willing to dispose of the Property for less than market rate if a proposal is top notch in meeting or exceeding the Town's expectations.
- While the Town of Winchester believes that the information provided in this RFP, including all information and addenda, are accurate, the Town makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments, supplements and website links) is made subject to errors, omissions, prior sale, or financing, withdrawal without prior notice, and changes to, additions to, and different interpretations of laws and regulations. Neither the Town nor any of its agents or representatives is responsible for representations made regarding the premises during the site visit or when answering questions.
- The proposer assumes all risk in connection with the use of the information, and releases the Town, the Board of Selectmen, their representatives, agents, boards and commissions from any liability in connection with the use of the information provided by the Town. Further, the Town and Board of Selectmen make no representation or warrant with respect to the premises, including without limitation, the value, quality or character of the premises or its fitness or suitability for any particular use and/or the physical and environmental condition of the premises. As stated earlier, the premises will be sold in "AS IS" condition.
- Selection of a proposer's proposal will not create any rights on the proposer's part, including, without limitation, rights of enforcement, equity or reimbursement, until the P&S and all related documents are approved by the Town and fully executed.
- All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any proposer, will be within the sole discretion of the Town.