

TOWN OF CHESHIRE, CONNECTICUT
INSURANCE REQUIREMENTS FOR
(Replacement of Town Hall Roof)

Proposal #2223-04

Vendor shall maintain in force at all times during which services are to be performed by vendor, or such longer period as provided by contract, the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to A.M. Best's latest edition Key Rating Guide. The stated policy limits are the minimum coverage amounts required.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

* The Town of Cheshire shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation to be provided. Higher limits may be required, based on the scope and nature of the services to be provided. If higher limits are required, such limits shall be identified in the Request for Proposal., as well as in the contract issued by the Town. The Town reserves the right to require additional coverages, including, without limitation, Builder's Risk insurance for construction projects and Owner's Protective Liability insurance , if desirable.

Worker's Compensation And Employer's Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town's Purchasing Agent prior to purchase order issuance and contract execution. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be provided to the Town 30 days prior to cancellation. Failure to maintain required insurance coverage shall be a material default of vendor's contract with the Town.

END OF INSURANCE REQUIREMENTS

TOWN OF CHESHIRE, CONNECTICUT

PROPOSAL FORM
(Replacement of Town Hall Roof)

Proposal #2223-04

PROPOSER'S FULL LEGAL NAME:

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

(BASE BID)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of Base Bid:

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

(ALTERNATE #1)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of **Alternate No.1** – For the provision of all materials, labor, equipment, and whatsoever else necessary to completely remove the existing gutter system and replace it with a new white aluminum gutter system with helmet style leaf protection system of equal size, including leaders:

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

(UNIT PRICE - #1)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of **Unit Price No.1 – Cost per sheet of plywood removed and replaced above the 400 sq. ft. in base bid:**

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

(UNIT PRICE - #2)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of **Unit Price No.2 – Cost per gutter bracket beyond the included thirty (30) in the base bid:**

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

(UNIT PRICE - #3)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of **Unit Price No.3 – Cost per LF of leader pipe beyond 50' included in the base bid:**

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

(UNIT PRICE - #4)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of **Unit Price No.4 – Cost per LF of counter flashing beyond the 12' included in the base bid:**

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

- a. Exceptions to the RFP:

This proposal does not take exception to any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

This proposal takes exception(s) to certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

- b. State Debarment List

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

_____ Yes

_____ No

c. 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.

d. Arbitration/Litigation

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

--- Yes
--- No

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

e. 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.

f. Has the proposer failed to complete work awarded to it or been declared in default in the past 5 years?

g. 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.

I/we have included herein the required certified check or proposal (bid) bond in the amount of 10% of the proposal amount.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE. PROPOSER AGREES THAT IT WILL SIGN CONTRACT PROVIDED BY THE TOWN, WITHOUT MODIFICATIONS OR ALTERATIONS, WITHIN FIVE (5) DAYS OF AWARD.

BY.....
(PRINT NAME)

TITLE:.....

(SIGNATURE)

DATE:.....

END OF PROPOSAL FORM

TOWN OF CHESHIRE, CONNECTICUT

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

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

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s) .

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

Yes _____ No _____

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

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

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."

Sign on the next page

Proposer's Full Legal Name

(print)

Name and Title of Proposer's Authorized Representative

(signature)

Proposer's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF CHESHIRE, CONNECTICUT

(Replacement of Town Hall Roof)

Proposal #2223-04

PROPOSER'S CERTIFICATION

**Concerning Equal Employment Opportunities
and Affirmative Action Policy**

I/we, the proposer, certify that:

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

 employ 10 people or fewer.
- 9) I/we have read and understand the RFP Documents and all addenda, and our proposal has been made on the basis thereof.

Legal Name of Proposer

(signature)

Proposer's Representative, Duly Authorized

Name of Proposer's Authorized
Representative

Title of Proposer's Authorized Representative

Date

TOWN OF CHESHIRE, CONNECTICUT

PROPOSER'S NON COLLUSION AFFIDAVIT

PROPOSAL FOR:

PROPOSAL NUMBER:

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

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

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

Legal Name of Proposer

(signature)

Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My Commission Expires:

TOWN OF CHESHIRE, CONNECTICUT

(Replacement of Town Hall Roof)

Proposal #2223-04

PROPOSER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME.....
ADDRESS.....
CITY, STATE
TELEPHONE:
INDIVIDUAL CONTACT NAME AND POSITION _ _ _ _ _

2. BUSINESS NAME.....
ADDRESS.....
CITY, STATE.....
TELEPHONE:
INDIVIDUAL CONTACT NAME AND POSITION _ _ _ _ _

3. BUSINESS NAME.....
ADDRESS.....
CITY, STATE
TELEPHONE:
INDIVIDUAL CONTACT NAME AND POSITION _ _ _ _ _

END OF STATEMENT OF REFERENCES

CONTRACT FOR (Replacement of Town Hall Roof)

This Contract is made as of the ____ day of _____, 20__ (the "Effective Date"), by and between the Town of Cheshire, 84 South Main Street, Cheshire, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and [name and address of successful proposer/ (the "Contracting Party")-

RECITALS:

WHEREAS, the Town has issued a Request for Proposals for the ***Replacement of the Town Hall Roof*** (the "RFP"), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the Town dated _____ (the "Proposal"), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

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 *{Note: If the Proposal has taken any exceptions to the RFP, this provision should be amended to include specific statements about whether the Town has accepted or rejected those exceptions - whether they are contrary to or in addition to the RFP's terms. This is **critically important**, and we urge you to contact the Town Attorney for assistance on this additional required language.}* (collectively, the "Work").

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and, in the RFP, including but not only **all of the terms set forth in Section 26 (the "Contract Terms")** of the Standard Instructions to Bidders.

2. Term: *[placeholder - will vary from contract to contract]*

3. Contract Includes Exhibits; Order of Construction: The Contract includes the 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 RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

4. Price and Payment: *[placeholder - will vary from contract to contract. If contract extends beyond current fiscal year, be sure to include non-appropriation language.]*

5. Right to Terminate - If the Contracting Party's 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 price of the new contract over the Contract price 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. 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.

7. Notice - Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

If to the Town:

Town of Cheshire, 84 South Main Street, Cheshire, CT 06410

If to the Contracting Party:

[name, address, fax and e-mail]

8. Execution - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, 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 THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF CHESHIRE

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

[CONTRACTING PARTY LEGAL NAME]

By _____
Its _____, Duly Authorized
Date: