

**LEGAL NOTICE**

**TOWN OF CHESHIRE, CONNECTICUT**  
**REQUEST FOR PROPOSALS**

**RFP 2324-25**

**BATTERY BACKUP EQUIPMENT AND INSTALLATION**  
**TOWN HALL AND POLICE DEPARTMENT**

**March 22, 2024**

The Town of Cheshire will receive proposals for battery backup equipment and installation at Town Hall and the Police Department until 2:00 PM on Monday, April 15, 2024. At that time proposals will be opened in public, read aloud and then referred for review and consideration.

The documents comprising the Request for Proposals may be obtained on the Town's website, [www.cheshirect.org](http://www.cheshirect.org), under "Bids and RFPs – doing business with the Town".

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

**TOWN OF CHESHIRE, CONNECTICUT**

**REQUEST FOR PROPOSALS FOR  
BATTERY BACKUP EQUIPMENT AND INSTALLATION  
TOWN HALL AND POLICE DEPARTMENT**

**Proposal Number: 2324-25**  
**Proposal Opening Date: April 15, 2024**  
**Proposal Opening Time: 2:00 p.m.**  
**Proposal Opening Place: Cheshire Town Hall, Room 210**

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The Town of Cheshire is seeking proposals from qualified, authorized vendors for battery backup equipment and installation at Town Hall and the Police Department. The intent of this Request is to obtain price proposals for replacement of existing technology infrastructure/battery backups.

**Respondent firms may submit proposals for battery backup equipment and installation area described above.**

One (1) original and two (2) copies of sealed proposals and a copy on USB must be received in the Cheshire Town Hall, Town Manager’s Office, Room 221, 84 South Main Street, Cheshire, CT 06410 by the opening date and time noted above. The Town of Cheshire (the “Town”) will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

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

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

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

This Request for Proposals (“RFP”) includes:

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

# TOWN OF CHESHIRE, CONNECTICUT

## STANDARD INSTRUCTIONS TO PROPOSERS

### 1. INTRODUCTION

The Town of Cheshire (the “Town”) is soliciting proposals from qualified, authorized vendors for battery backup equipment and installation. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

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

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

### 2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in its best interest. Any such action shall be affected by a posting on the Town’s website, [www.cheshirect.org](http://www.cheshirect.org), under “Bids and Requests for Proposals” **Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years.

### 3. KEY DATES

Pre-Proposal Conference or Site Visit: **THIS ITEM IS NOT APPLICABLE TO THIS RFP.**

Proposal Opening: April 15, 2024

Preliminary Notice of Award: April 26, 2024

Contract Execution: May 3, 2024

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

### 4. OBTAINING THE RFP

All documents that are a part of this RFP may be on the Town’s website, [www.cheshirect.org](http://www.cheshirect.org), under “Bids and Requests for Proposals”.

## 5. PROPOSAL SUBMISSION INSTRUCTIONS

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

One (1) original, (1) digital copy in PDF format on a USB drive, and two (2) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS**," and the **Proposal Title, Proposal Number and Proposal Opening Date**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

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

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled, or modified for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

## 6. QUESTIONS AND AMENDMENTS

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

Name: Arnett Talbot  
Department: Town Manager's Office  
E-mail: [atalbot@cheshirect.org](mailto:atalbot@cheshirect.org)  
Fax: 203 271-6639

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

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, 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.cheshirect.org](http://www.cheshirect.org), under "Bids and Requests for Proposals." **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

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

#### **7. ADDITIONAL INFORMATION**

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

#### **8. COSTS FOR PREPARING PROPOSAL**

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

#### **9. OWNERSHIP OF PROPOSALS**

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

#### **10. FREEDOM OF INFORMATION ACT**

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

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

## **11. REQUIRED DISCLOSURES**

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

- If its supplier or the manufacturer of the equipment to be furnished by the proposer are on Entity List or are otherwise blocked, banned or prohibited to export or furnish goods to the United States.
- Its inability or unwillingness to meet any requirement of this RFP, including but not only any of the Contract Terms contained in Section 26, below;
- If it is listed on the State of Connecticut's Debarment List;
- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) have been a party within the last ten (10) years;
- All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject;
- All disciplinary proceedings to which the proposer or any of its principals has ever been the subject (no need to disclose matters for which no probable cause was found); and
- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

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

## **12. REFERENCES**

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP.

## **13. 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.

## **14. PROPOSAL (BID) SECURITY -- NOT APPLICABLE TO THIS RFP**

**15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE**

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

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the 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 RFP, and it can provide the work and/or services to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas, and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

**16. SUBSTITUTION FOR NAME BRANDS**

Adequate substitutions will be considered if not prohibited by law and if expressly approved in writing by the Town.

**17. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #06-6001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

**18. INSURANCE**

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

**19. PERFORMANCE SECURITY -- NOT APPLICABLE TO THIS RFP**

**20. DELIVERY ARRANGEMENTS**

Delivery of equipment will be by vehicle equipped with a lift gate to unload equipment. Equipment must be packaged on pallets.

**21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers need not be present at the opening.

The Town reserves the right to waiver or correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an

error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the right to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most RFPs, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, qualifications, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP. The Town will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the Town, price and all other factors considered.

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

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions 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 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 call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

## **22. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY**

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

## **23. NONRESIDENT REAL PROPERTY CONTRACTORS -- NOT APPLICABLE TO THIS RFP**

## **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 and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall 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”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney’s fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

**25. NON-COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Proposer’s Non-Collusion Affidavit that is part of this RFP.

**26. 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 any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 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 RFP or the Contract. The successful proposer’s obligations 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, which obligations shall survive the termination or expiration of this RFP and 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.

**c. W-9 FORM**

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

**d. PAYMENTS**

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

**e. TOWN INSPECTION OF WORK**

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

**f. REJECTED WORK OR MATERIALS – NOT APPLICABLE TO THIS RFP**

**g. MAINTENANCE AND AVAILABILITY OF RECORDS**

The successful proposer shall maintain all records related to the work described in the 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.

**h. SUBCONTRACTING**

The successful proposer shall not subcontract, transfer or assign all or any portion of its obligations under the Contract without the written consent of the Town Manager.

**i. PREVAILING WAGES -- NOT APPLICABLE TO THIS RFP**

**j. PREFERENCES -- NOT APPLICABLE TO THIS RFP**

**k. WORKERS COMPENSATION -- NOT APPLICABLE TO THIS RFP**

**l. SAFETY -- NOT APPLICABLE TO THIS RFP**

**m. COMPLIANCE WITH LAWS**

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

**n. LICENSES AND PERMITS**

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses, and certifications 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.

**o. AMENDMENTS**

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

**p. 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.

**q. 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.

**r. 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 irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

**s. 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 and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

**TOWN OF CHESHIRE, CONNECTICUT**

**SPECIFICATIONS FOR  
BATTERY BACKUP EQUIPMENT AND INSTALLATION**

**PROPOSAL # 2324-25**

All proposals must be made on the basis of the below equipment list:

**For Town Hall:**

- (2) Vertiv GXT5-15KMVRT11UXLN 15,000VA 208/120V UPS, or equivalent
- (12) Vertiv GXT5-15KMVRT11UXLN GXT5 288v External Battery Cabinet, or equivalent
- (2) Vertiv VMBC-20KMVRT4U Maintenance Bypass with Power Distribution, or equivalent

**For Police Dept:**

- (2) Vertiv GXT5-10KMVRT6UXLN 10,000VA 208/120V UPS, or equivalent
- (4) GXT5-EBC192VRT3U GXT5 192v External Battery Cabinet, or equivalent
- (2) Vertiv VMBC-20KMVRT4U Maintenance Bypass with Power Distribution, or equivalent
- (6) Vertiv Geist VP43301 Monitored Rack PDU, or equivalent

**Bids should include unboxing, assembly, rack mounting, and startup of new units as well as removal of old battery equipment. High-voltage installation and connections will be completed by the Town.**

**END OF SPECIFICATIONS**

**TOWN OF CHESHIRE, CONNECTICUT**

**INSURANCE REQUIREMENTS FOR  
BATTERY BACKUP EQUIPMENT AND INSTALLATION**

**PROPOSAL # 2324-24**

Bidder shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the Town of Cheshire as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation and Professional Liability. All policies 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.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Professional Liability (Errors & Omissions)	Each Claim	\$2,000,000
	Aggregate	\$2,000,000

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.

Workers' Compensation and WC Statutory Limits		
Employers' Liability	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to the Town of Cheshire prior to contract issuance. Bidder agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the Town.

**END OF INSURANCE REQUIREMENT**

**TOWN OF CHESHIRE, CONNECTICUT  
PROPOSAL FORM  
BATTERY BACKUP EQUIPMENT AND INSTALLATION  
PROPOSAL # 2324-25**

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

PRICE PROPOSAL

Provide the pricing for equipment described according to the above specifications.

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

1. 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.

2. 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.

3. 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.

4. 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.

**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.

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**

**BATTERY BACKUP EQUIPMENT AND INSTALLATION  
PROPOSAL # 2324-25**

**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.

\_\_\_\_\_  
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: BATTERY BACKUP EQUIPMENT AND INSTALLATION**

**PROPOSAL NUMBER: 2324-25**

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**

**BATTERY BACKUP EQUIPMENT AND INSTALLATION  
PROPOSAL # 2324-25**

**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**