

CHESHIRE PUBLIC SCHOOLS

**REQUEST FOR PROPOSALS
FOR
PURCHASE OF
KITCHEN EQUIPMENT**

June 8, 2014

RFP# 1314-21 AB

LEGAL NOTICE

CHESHIRE PUBLIC SCHOOLS REQUEST FOR PROPOSALS FOR PURCHASE OF KITCHEN EQUIPMENT

RFP #1314-21 AB

June 8, 2014

The Cheshire Public Schools will receive sealed RFPs for the purchase of kitchen equipment until Wednesday, June 25, 2014 at 10:30 AM. At that time RFPs will be opened in public and read aloud.

An optional site visit meeting will begin at Darcey School, 1686 Waterbury Road, Cheshire CT 06410 on June 16, 2014 at 11:30 AM local time. The documents comprising the Request for Proposals may be obtained from the Office of Management Services, Cheshire Public Schools, Room 12, 29 Main Street, Cheshire, CT 06410 during the hours of 8:30 AM – 4:00 PM Monday through Friday and on the School's website on the Central Office, Management Services page under "RFPs and Requests for Proposals (RFPs)", at www.cheshire.k12.ct.us/managementserv

The Cheshire Public Schools reserves the rights to amend or terminate this RFP, accept all or any part of a RFP, reject all RFPs, waive any informalities or non-material deficiencies in a RFP, and award the RFP to the vendor who, in the School's judgment, will be in the School's best interests.

CHESHIRE PUBLIC SCHOOLS

REQUEST FOR PROPOSALS FOR PURCHASE OF KITCHEN EQUIPMENT

RFP Number: #1314-21 AB
RFP Opening Date: June 25, 2014
RFP Opening Time: 10:30 AM
RFP Opening Place: Cheshire Public Schools, Office of Management Services, Room 12
Non-Mandatory Site Visit: June 16 at 11:30 AM at Darcey School, 1686 Waterbury Road,
Cheshire, CT 06410

The Cheshire Public Schools is seeking RFPs for the purchase of kitchen equipment as detailed in the “Specifications” section.

One (1) original and four (4) copies of sealed proposals must be received at the Cheshire Public Schools, Office of Management Services, Room 12, 29 Main Street, Cheshire, CT 06410 by the date and time noted above. The Cheshire Public Schools (the “Schools”) will not accept submissions by e-mail or fax. The Schools will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals may be obtained from the Office of Management Services, Cheshire Public Schools, Room 12, 29 Main Street, Cheshire, CT 06410 during the hours of 8:30 AM – 4:00 PM Monday through Friday and on the School’s website on the Central Office, Management Services page under “RFPs and Requests for Proposals (RFPs)”, at www.cheshire.k12.ct.us/managementserv **Each proposer is responsible for checking the Schools’ website to determine if the Schools have issued any addenda and, if so, to complete its proposal in accordance with the Request for Proposals as modified by the addenda.**

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

The School reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a RFP, reject all RFPs, waive any informalities or non-material deficiencies in a RFP, and award the RFP to the vendor who, in the School’s judgment, will be in the School’s best interests.

This Request for Proposals includes:

- Standard Instructions to Proposer
- Specifications
- Insurance Requirements
- RFP 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

**CHESHIRE PUBLIC SCHOOLS
PURCHASE OF KITCHEN EQUIPMENT
RFP #1314-21 AB**

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Cheshire Public Schools (the “Schools”) is soliciting RFPs for the purchase of kitchen equipment as detailed in the Specifications section. This Request for Proposals is not a contract offer, and no contract will exist unless and until a written contract is signed by the School and the successful proposer.

Interested parties should submit a RFP in accordance with the requirements and directions contained in this Request for Proposals. **Proposers are prohibited from contacting any School or School employee, officer or official concerning this Request for Proposals, 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 Request for Proposals, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE REQUEST FOR PROPOSALS OR CONTRACT

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

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

3. KEY DATES

Optional Site Visit:	June 16, 2014
RFP Opening:	June 25, 2014
Preliminary Notice of Award:	July 9, 2014
Contract Execution:	July 16, 2014

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

4. OBTAINING THE REQUEST FOR PROPOSALS

All documents that are a part of this RFP may be obtained from the Office of Management Services, Cheshire Public Schools, Room 12, 29 Main Street, Cheshire, CT 06410, during the hours of 8:30 AM – 4:00 PM Monday through Friday (except for holidays) or on the Cheshire Public School’s website on the Central Office, Management Services page under “Bids and Requests for Proposals (RFPs)”, at www.cheshire.k12.ct.us/managementsev.

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Office of Management Services, Cheshire Public Schools, Room 12, 29 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 Schools will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Schools will **NOT** accept late RFPs.

One (1) original and four (4) copies of all RFP documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer’s name, the proposer’s address, the words "**RFP DOCUMENTS,**" and the **RFP Title, RFP Number and RFP Opening Date**. The School may decline to accept RFPs submitted in unmarked envelopes that the School opens in its normal course of business. The School may, but shall not be required to, return such RFP documents and inform the proposer that the RFP documents may be resubmitted in a sealed envelope properly marked as described above.

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

RFPs may be withdrawn personally or in writing provided that the School receives the withdrawal prior to the time and date the RFPs are scheduled to be opened. RFPs are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the School sufficient time to review the RFPs, 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 RFP Form and all other forms included in this Request for Proposals.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this Request for Proposals are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Vincent Masciana
Department: Cheshire Public Schools
E-mail: vmasciana@cheshire.k12.ct.us with a copy to pwilliams@cheshire.k12.ct.us
Fax: 203-250-2438

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

The appropriate School representative listed above must receive any questions from proposers no later than seven (7) business days before the RFP opening date. That representative will confirm receipt of a proposer's questions by e-mail. The School will answer all written questions by issuing one or more addenda, which shall be a part of this Request for Proposals and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to RFP opening, the School will post any addenda on the School's website, www.cheshirect.org under "Bids & Requests for Proposals". **Each proposer is responsible for checking the website to determine if the School has issued any addenda and, if so, to complete its RFP in accordance with the Request for Proposals as modified by the addenda.**

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

7. ADDITIONAL INFORMATION

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

8. COSTS FOR PREPARING RFP

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

9. OWNERSHIP OF RFPS

All RFPs submitted become the School's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a RFP 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 RFP or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the School as described in this section, the School shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the School 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 School in writing to withhold disclosure of the information,

identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

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

- Its inability or unwillingness to meet any requirement of this Request for Proposals, including but not only any of the Contract Terms contained in Section 27, 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) has been involved 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; 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 RFPs or the performance of work on public works projects or contracts.

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

12. REFERENCES

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

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 School may, in its sole discretion, request acceptable evidence of any proposer's legal status.

14. RFP SECURITY

Each RFP must be accompanied by a certified check of the proposer or a bid bond with a surety acceptable to the School in an amount equal to at least **FIVE PERCENT (5%)** of the RFP amount. The bid bond shall be written by a company or companies licensed to issue bonds in the

State of Connecticut, which company or companies shall have at least an “A-” VIII policyholders rating as reported in the latest edition of Best Publication’s Key Rating Guide. The successful proposer, upon its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this Request for Proposals within **ten (10) business days** of written notification of preliminary award, unless the School otherwise agrees in writing, shall forfeit to the School, as liquidated damages for such failure or refusal, the security submitted with its RFP.

Upon the successful proposer’s execution of the Contract in the form enclosed with this Request for Proposals, the School shall return the RFP security to the successful proposer and to all other proposers.

15. PRESUMPTION OF PROPOSER’S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this Request for Proposals and any addenda issued by the School. A proposer’s failure to have reviewed all information that is part of or applicable to this Request for Proposals, including but not only any addenda posted on the School’s website, shall in no way relieve it from any aspect of its RFP 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 Request for Proposals or the performance of the work described herein.

By submitting a RFP, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this Request for Proposals, and it is capable of performing the work to achieve the School’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 RFP.

16. SUBSTITUTION FOR NAME BRANDS

The proposer must attach detailed information concerning deviations from any name brands specified in the RFP and explain in detail how the substitution compares with the name brand’s specifications. The Schools in its sole discretion shall decide whether the substitution is acceptable.

17. TAX EXEMPTIONS

The Schools are exempt from state sales and use tax per Conn. Gen. Stat. § 12-412. Proposers shall avail themselves of this exemption.

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 Request for Proposals. The School reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY

Not Applicable

20. DELIVERY ARRANGEMENTS

Equipment is to be delivered and set in place in accordance with the Specifications, as necessary, to either Darcey School at 1686 Waterbury Road or Chapman Elementary at 38 Country Club Road in Cheshire, CT 06410, unless otherwise arranged.

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All RFPs will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this Request for Proposals. Proposers may be present at the opening.

The School reserves the right to correct, after proposer verification, any mistake in a RFP 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 School reserves the rights to accept all or any part of a RFP, reject all RFPs, and waive any informalities or non-material deficiencies in a RFP. The School also reserves the right, if applicable, to award the purchase of individual items under this Request for Proposals to any combination of separate RFPs or proposers.

The School will accept the RFP that, all things considered, the School determines is in its best interests. Although price will be an important factor in most Request for Proposals, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the School's interests, including compliance with the procedural requirements stated in this Request for Proposals.

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

If the lowest proposer meets all specifications, is responsive, and, if applicable, qualified, but the RFP is not acceptable to the School Manager or, if applicable, the Public Building Commission or the Board of Education, the matter must be referred to the School Council for its decision on whether to reject all RFPs, to accept a higher RFP, or to take such other action as may be in the School's best interests.

The School will select the RFP that it deems to be in the School'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 School any obligations. The School is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the School has obligations, only if and when a Contract is executed by the School 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 School, the School may call any RFP 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. CONSTRUCTION PERIOD

Not Applicable

23. 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 Request for Proposals. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their RFPs.

24. NONRESIDENT REAL PROPERTY CONTRACTORS

Not Applicable

25. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a RFP, 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 School, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "School 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 School 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 School 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.

26. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this Request for Proposals.

27. CONTRACT TERMS

The following provisions will be mandatory terms of the School'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 RFP 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 School, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "School 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 Request for Proposals 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. Nothing in this section shall obligate the successful proposer to indemnify the School Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the School Indemnified Parties.

In any and all claims against the School 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 School Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this Request for Proposals and the Contract.

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

b. ADVERTISING

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

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

c. W-9 FORM

The successful proposer must provide the School 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 School employee receives and approves the invoice, unless otherwise specified in the Specifications.

Conn. Gen. Stat. § 49-41a(a) requires that, for construction contracts exceeding \$100,000, the contractor (1) promptly pay its subcontractors or suppliers within 30 days of receipt of payment from the owner, and (2) include in its subcontracts a requirement that the subcontractor promptly pay its sub-subcontractors and suppliers within 30 days of receipt of payment from the general contractor. Further, Conn. Gen. Stat. § 49-41a(b) requires that, for such contracts, each payment requisition be accompanied by “a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract.” The statement “shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed.”

“In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the School that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices”.

e. SCHOOL INSPECTION OF WORK

The School may inspect the successful proposer’s work at all reasonable times. This right of inspection is solely for the School’s benefit and does not transfer to the School 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

The successful proposer, at its sole cost and expense, shall remove from the School’s property rejected items, commodities and/or work within 48 hours of the School’s notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

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

h. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the School with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The School shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the School objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the School for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the School or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the School for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

i. PREVAILING WAGES

Prevailing wages are set by the State Department of Labor for specific projects and generally correspond with the union wage scale as per Conn. Gen. Stat. § 31-53. The threshold for new construction of any Public Works project is \$400,000. This project value will not exceed that total, therefore, no prevailing wages will be required.

j. PREFERENCES

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in New Haven County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

k. WORKERS COMPENSATION

Prior to Contract execution, the School will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the

date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. SAFETY

This item is not applicable to this Request for Proposals

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 School related to its RFP 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 required by the School and/or any state or federal authority. The successful proposer shall immediately and in writing notify the School 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 School 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

**CHESHIRE PUBLIC SCHOOLS
PURCHASE OF KITCHEN EQUIPMENT**

RFP #1314-21 AB

SPECIFICATIONS

See RFP FORM for detailed Specifications for equipment to be purchased as follows:

Darcey School - 1686 Waterbury Road, Cheshire, CT 06410

- **New Equipment – 20 Items/Item Groups**
- **Used Equipment – 20 Items/Item Groups**

Chapman Elementary School – 38 Country Club Road, Cheshire, CT 06410

- **New Equipment – 8 Items/Item Groups**
- **Used Equipment – 8 Items/Item Groups**

IMPORTANT ADDITIONAL INFORMATION FOR RFP SUBMISSIONS:

- **Proposer may submit a proposal on any one of the Items/Item Groups.**
- **Proposer is required to provide unit price for each Item/Item Group for which a proposal is submitted. Proposers can attach a detailed list with unit prices.**
- **Proposal prices are to include freight and delivery to specified locations in Cheshire, CT.**
- **Proposal prices are to include: 1) equipment to be assembled and set in place and 2) all packing materials must be removed and hauled away by the proposer.**
- **Proposal prices are to exclude connection to utilities, which will be provided by others.**
- **Proposal prices are to include the warranty. Further, proposals must provide details on length, terms and warranty specifics for both new and used equipment. Please note that the warranty coverage will be an important consideration in the award decision.**
- **Specification cut sheets must be provided for all new equipment and, if available, for used equipment. Used equipment should include description of condition and pictures.**
- **Substitutions are permitted in accordance with Section 16.**
- **The School reserves the right to award the RFP for each Item/Item Group separately.**
- **The School reserves the right to purchase some, but not all, of the equipment for which an RFP is submitted at the RFP price.**

**CHESHIRE PUBLIC SCHOOLS
PURCHASE OF KITCHEN EQUIPMENT
RFP #1314-21 AB**

INSURANCE REQUIREMENTS

The successful proposer agrees to maintain in force at all times during the 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 Best Publication’s latest edition Key Rating Guide.

		(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

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 the 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 Employers’ Liability	WC Statutory Limits	
	EL Each Accident	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the School prior to Contract execution. The successful proposer 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 given to the School thirty (30) days prior to cancellation.

END OF INSURANCE REQUIREMENTS

**CHESHIRE PUBLIC SCHOOLS
PURCHASE OF KITCHEN EQUIPMENT
RFP #1314-21 AB**

RFP FORM

PROPOSER'S FULL LEGAL NAME: _____

Pursuant to and in full compliance with the Request for Proposals, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the Request for Proposals, including any addenda, hereby offers and agrees as identified on the following pages:

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR NEW EQUIPMENT

Item 4	<u>Heated Holding Cabinet</u>	QTY	<u>New</u> <u>Heated Holding Cabinet</u>	NO BID CHECK OR X BOX BELOW
C539-HDS-U	Metro C5 3 Series heated holding Cabinet with Red Insulation armour, mobile, full height, insulated, dutch insulated aluminum doors, removable bottom mount control module, thermostat to 200 degree, universal wire slides on 3' centers, adjustable on 1.5 "increments, 5" casters two with brakes,	1	\$	
Or equivalent	120v/60/1 ph 2000watts, 16.7 amps, NEMA 5-20P, UL, CUL, NSF		_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	3 YEARS PARTS AND LABOR			

Item 5	<u>Work Table</u>	QTY	<u>New</u> <u>Work Table</u>	NO BID CHECK OR X BOX BELOW
	Work Table, 30" wide top, without splash, 96" long, stainless steel frame , 16 guage, stainless steel top	2	\$	
	Rolled edges front and back, NO SHARP EDGES ANYWHERE		_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	Adjustable undershelf stainless steel,			
	Two each drawers per table self closing heavy duty, lockable installed		Warranty provided:	
	Adjustable stainless steel feet			

Item 6	<u>Three (3) Compartment Sink</u>	QTY	<u>New</u> <u>Three (3) Compartment Sink</u>	NO BID CHECK OR X BOX BELOW
	3 compartment sink, 18-24 right and left drain boards, bowl size 16" x 20" x 14" deep, 16 guage, 304 series stainless steel, tile edge splash, rolled edge, faucet holes on 8" centers, stainless steel legs, 1" adjustable steel bullet feet, NSF	1	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	With one 12 " Faucet see below			
	Lever Waste Drains to fit 3 bay sink above.	3		
			Warranty provided:	

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR NEW EQUIPMENT

Item 7	<u>Faucet for the 3 bay sink</u>	QTY	<u>New</u> <u>Faucet</u>	NO BID CHECK OR X BOX BELOW
	Sink mixing faucet, 12" swing nozzle, wall mounted, 8" centers on sink faucet lever handles	2	\$	
			_____ _____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
			Warranty provided:	
Item 8	<u>One (1) Compartment Sink</u>	QTY	<u>New</u> <u>One (1) Compartment Sink</u>	NO BID CHECK OR X BOX BELOW
	1 compartment sink, 18"-24" right or left drain boards, bowl size 16" x 20" x 14" deep, 16 guage, 304 series stainless steel, tile edge splash, rolled edge, faucet holes on 8" centers, stainless steel legs, 1" adjustable steel bullet feet, NSF	1	\$	
			_____ _____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	With Faucet see above			
	Lever waste drains to fit opening of sink above	1	Warranty provided:	
Item 9	<u>Hand Sink and faucet</u>	QTY	<u>New</u> <u>Hand Sink and faucet</u>	NO BID CHECK OR X BOX BELOW
	Hand sink, wall model, minimum 14" wide x 10" front to back x 5" deep bowl, 20 guage, 304 series stainless steel, with splash mounted faucet, basket drain, wall brackets, NSF , with wrist handles	1	\$	
	Warranty one year parts and labor		_____ _____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR NEW EQUIPMENT

Item 10	<u>Grease Interceptor</u>	QTY	<u>New</u> <u>Grease Interceptor</u>	NO BID CHECK OR X BOX BELOW
Lowe Engineering AGI 25	Lowe Engineering Model no AGI-25 packed each Grease separator, external grease collection container 120 volt with wall mounted remote control panel, reversible direction flow, external grease collection container, UL listed	1	\$	
Or equivalent	Warranty two year parts and labor		_____ _____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	Must meet Connecticut codes on grease removal			

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR NEW EQUIPMENT

Item 11		QTY		
	Serving station LINE-see attached diagram	1	New Serving station LINE	NO BID CHECK OR X BOX BELOW
Vollrath, Delfield Marlo or Randall manufacturers .	UL and NSF rating on all All cabinets color will be red. Will accept other color options on used pieces, or if cost savings can be achieved All cabinets of the serving line must be stainless steel and with casters, with brakes . No sharp edges! All sneeze guards glass. All three units should have individual electrical wires, with wire 6 foot minimum From left to right:		\$	
Left section of serving line	24" Cashier's counter and 24" counter for a total enclosed base of 48" long enclosed base cabinet, 30" height with 10" tray slide with 2 ribs on customer side (right) mounted 26" high, 3' grommet hole on cashiers end, 115/15amp outlet with 15 amp breaker Lockable drawer on cashier's end style and red color matches with the rest of the serving line, all stainless steel	1	_____ _____ _____ /100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
			Warranty provided:	
	Serving station LINE-see attached diagram (continued)			
Middle section of serving line	48" Cafeteria counter , with refrigerated cold well to fit 3 full hotel pans with self service sneeze guard. Cabinet to be 26" high, including casters, must fit the hotel pans specified in this bid with no gaps except for bars, with 10" tray slide with 2 ribs on customer side to (right) mounted 26" high style and red color matches with the rest of the serving line, all stainless steel Enclosed refrigerated cabinet to be 48" long 115 volt single phase	1	Warranty provided:	
Right section of serving line	Enclosed based 30' high with 4 hot wells with drains, with service glass sneeze guard with 36" counter space to left of 4 electric hot wells, Service sneeze guard over wells with 10" tray slide with 2 ribs on customer side to (right) mounted 26" high a total length of 98 inches, style and red color matches with the rest of the serving line, all stainless steel 2 foot hose attached to each or total drains, to facilitate emptying of wells 208 volt	1	Warranty provided:	
	All three serving units should have a mechanism to lock each unit to each other.			

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR NEW EQUIPMENT

Item 15	<u>Utility Carts</u>	QTY	<u>New</u> <u>Utility Carts</u>	NO BID CHECK OR X BOX BELOW
Lakeside model 322	Lakeside stainless steel cart open 3 shelf, 300 lb capacity , overall dimensions 33(h) x 30.75 (w) x 33(d)	2	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
			Warranty provided:	
Item 16	<u>Utility Carts</u>	QTY	<u>New</u> <u>Utility Carts</u>	NO BID CHECK OR X BOX BELOW
Lakeside model 243	Lakeside stainless steel cart open 2 shelf, 500 lb capacity , overall dimensions 46.63(h) x 36 (w) x 22(d)	2	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
			Warranty provided:	

Item 17	<u>Sheet pans</u>	QTY	<u>New</u> <u>Sheet pans</u>	NO BID CHECK OR X BOX BELOW
9001	Vollrath Wear Ever, heavy duty full size sheet pan 16 gauge Closed bead	48	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item

Item 18	<u>Half Sheet pans</u>	QTY	<u>New</u> <u>Half size sheet pans</u>	NO BID CHECK OR X BOX BELOW
5303	Vollrath Wear Ever, heavy duty half size sheet pan 16 gauge	24	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR NEW EQUIPMENT

Item 19	<u>Hotel pans group</u>	QTY	<u>New</u> <u>Hotel pans group</u>	NO BID CHECK OR X BOX BELOW
	Vollrath Wear Ever		\$	
	Vollrath Or Wear Ever. 3 hotel full pans Pans must fit in serving cold well unit with no accumulating gap		_____ _____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	Hotel pans full 2" deep	18		
	Hotel pan full 4" deep	18		
	Hotel pan full 6 " deep	12		
	Hotel pan half size 2 " deep	12		
	Hotel pan half size 4" deep	18		
	Hotel pan half size 6 " deep	12		
	Hotel pan 1/3 size 4" deep	18		
	Solid Dome Cover- Satin finish 300 series stainless steel, black kool to touch handle	8		
	Stainless steel Lids flat for Hotel pans full	18		
	Stainless steel Lids flat for Hotel pan half size	12		
	Stainless steel Lids flat for Hotel pan 1/3 size	6		

Item 20	<u>Milk Cooler</u>	QTY	<u>New</u> <u>Utility Carts</u>	NO BID CHECK OR X BOX BELOW
	Beverage Air Model No. SMF34Y-1-S	2	\$	
	School Milk Cooler, forced air, 34" wide, 33-1/2"D, 13.35 cu. Ft., single access, exterior thermometer, 8 crate capacity, stainless steel interior and exterior, 7" heavy duty casters, 2 with brakes, 1/5 hp, UL, NSF, Energy Star. 3 years parts and labor warranty Additional 2 year compressor warranty standard 115v/60/1-ph. 4.2 amps standards		_____ _____ _____/100 dollars (write out words) Warranty provided:	Please check above box to confirm no bid is being submitted for this item
	807-836 Cow Spots Base Kit for SM34	2		

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR USED EQUIPMENT

Darcey Kitchen Food Service Equipment USED Equipment

Item 1	<u>Reach In Refrigerator, 2 Sections</u>	QTY	<u>USED</u> <u>Reach In Refrigerator, 2 Sections</u>	NO BID CHECK OR X BOX BELOW
model No G20010	Traulsen model No G20010 packed each OR EQUIVALENT	1	\$	
	Reach in 2 section, self contained refridgerator with microprocessor control, stainless steel front and full height doors (hinged left and right) anodized aluminum sides and interior, (3) epoxy coated shelves per section (factory installed), 6 " high casters, 1/3 HP, UL, NSF, Energy Star		_____/100 dollars	Please check above box to confirm no bid is being submitted for this item
	Lockable doors		(write out words)	
	115v/60/1ph, 7.4 amps, NEMA 5-15P, standard			
	3 year service labor and 5 year compressor warranty standard			
option	Extra epoxy coated shelves with pins and clips	6		
ITEM 2	<u>Reach In Freezer, 2 Sections</u>	QTY	<u>USED</u> <u>Reach In Freezer, 2 Sections</u>	NO BID CHECK OR X BOX BELOW
model No G22010	Traulsen model No G22010 packed each OR EQUIVALENT		\$	
	Reach in 2 section, self contained freezer with microprocessor control, stainless steel front and full height doors (hinged left and right) anodized aluminum sides and interior, Large High Humidity evaporator coil outside the food zone,	1	_____/100 dollars	Please check above box to confirm no bid is being submitted for this item
	Non electric condensate evaporator, magnetic snap in door gaskets, anti condensate door perimeter heaters, 9" cord and plug attached,		(write out words)	
	Load sure guards protects against improper loading, (3) epoxy coated shelves per section (factory installed), 6 " high casters with locks, 3/4 HP, UL, NSF, Energy Star			
	Lockable doors			
	115v/60/1ph, 14.9 amps, NEMA 5-20P, standard			
	3 year service labor and 5 year compressor warranty			
	Extra epoxy coated shelves with pins and clips	2		
Item 3	<u>Convection Oven</u>	QTY	<u>USED</u> <u>Convection Oven</u>	NO BID CHECK OR X BOX BELOW
ZePH-100-E	Blodget Oven OR EQUIVALENT Zephair Convection Oven, two speed fan, electric, single deck, standard depth, solid state manual controls, two speed fan, 5 racks and 11 positions, dependent glass doors, interior light, stainless steel from and sides and top,	1	\$	
	11 kW, 1/2 HP, ETL, NSF, Energy Star208 VAC /60/3 phase 31 amps		_____/100 dollars	Please check above box to confirm no bid is being submitted for this item
			(write out words)	
option	on 25" legs stainless steel open stand with rack guides	1		
	Three years parts and labor warranty	1		

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR USED EQUIPMENT

Item 4	<u>Heated Holding Cabinet</u>	QTY	<u>USED</u> <u>Heated Holding Cabinet</u>	NO BID CHECK OR X BOX BELOW
C539-HDS-U	Metro OR EQUIVALENT C5 3 Series heated holding Cabinet with Red Insulation armour, mobile, full height, insulated, dutch insulated aluminum doors, removable bottom mount control module, thermostat to 200 degree, universal wire slides on 3' centers, adjustable on 1.5 "increments, 5" casters two with brakes,	1	\$	
Or equivalent	120v/60/1 ph 2000watts, 16.7 amps, NEMA 5-20P, UL, CUL, NSF		_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
3 YEARS PARTS AND LABOR				

Item 5	<u>Work Table</u>	QTY	<u>USED</u> <u>Work Table</u>	NO BID CHECK OR X BOX BELOW
	Work Table, 30" wide top, without splash, 96" long, stainless steel frame , 16 guage, stainless steel top	2	\$	
	Rolled edges front and back, NO SHARP EDGES ANYWHERE		_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	Adjustable undershelf stainless steel,			
	Two each drawers per table self closing heavy duty, lockable installed		Warranty provided:	
	Adjustable stainless steel feet			

Item 6	<u>Three (3) Compartment Sink</u>	QTY	<u>USED</u> <u>Three (3) Compartment Sink</u>	NO BID CHECK OR X BOX BELOW
	3 compartment sink, 18-24 right and left drain boards, bowl size 16" x 20" x 14" deep, 16 guage, 304 series stainless steel, tile edge splash, rolled edge, faucet holes on 8" centers, stainless steel legs, 1" adjustable steel bullet feet, NSF	1	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	With one 12 " Faucet see below			
	Lever Waste Drains to fit 3 bay sink above.	3	Warranty provided:	

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR USED EQUIPMENT

Item 7	<u>Faucet for the 3 bay sink</u>	QTY	<u>USED</u> <u>Faucet</u>	<u>NO BID</u> <u>CHECK OR X</u> <u>BOX BELOW</u>
	Sink mixing faucet, 12" swing nozzle, wall mounted, 8" centers on sink faucet lever handles	2	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
			Warranty provided:	
Item 8	<u>One (1) Compartment Sink</u>	QTY	<u>USED</u> <u>One (1) Compartment Sink</u>	<u>NO BID</u> <u>CHECK OR X</u> <u>BOX BELOW</u>
	1 compartment sink, 18"-24" right or left drain boards, bowl size 16" x 20" x 14" deep, 16 guage, 304 series stainless steel, tile edge splash, rolled edge, faucet holes on 8" centers, stainless steel legs, 1" adjustable steel bullet feet, NSF	1	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	With Faucet see above			
	Lever waste drains to fit opening of sink above	1	Warranty provided:	
Item 9	<u>Hand Sink and faucet</u>	QTY	<u>USED</u> <u>Hand Sink and faucet</u>	<u>NO BID</u> <u>CHECK OR X</u> <u>BOX BELOW</u>
	Hand sink, wall model, minimum 14" wide x 10" front to back x 5" deep bowl, 20 guage, 304 series stainless steel, with splash mounted faucet, basket drain, wall brackets, NSF , with wrist handles	1	\$	
	Warranty one year parts and labor		_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR USED EQUIPMENT

Item 10	<u>Grease Interceptor</u>	QTY	<u>USED</u> <u>Grease Interceptor</u>	NO BID CHECK OR X BOX BELOW
Lowe Engineering AGI 25	Lowe Engineering Model no AGI-25 packed each OR EQUIVALENT Grease separator, external grease collection container 120 volt with wall mounted remote control panel, reversible direction flow, external grease collection container, UL listed	1	\$	
Or equivalent	Warranty two year parts and labor		_____ _____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	Must meet Connecticut codes on grease removal			

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR USED EQUIPMENT

Item 11		QTY		
	Serving station LINE-see attached diagram	1	USED Serving station LINE	NO BID CHECK OR X BOX BELOW
Vollrath, Delfield Marlo or Randall manufacturers OR EQUIVALENT.	UL and NSF rating on all All cabinets color will be red. Will accept other color options on used pieces, or if cost savings can be achieved All cabinets of the serving line must be stainless steel and with casters, with brakes . No sharp edges! All sneeze guards glass. All three units should have individual electrical wires, with wire 6 foot minimum From left to right:		\$	
Left section of serving line	24" Cashier's counter and 24" counter for a total enclosed base of 48" long enclosed base cabinet, 30" height with 10" tray slide with 2 ribs on customer side (right) mounted 26" high, 3' grommet hole on cashiers end, 115/15amp outlet with 15 amp breaker Lockable drawer on cashier's end style and red color matches with the rest of the serving line, all stainless steel	1	_____ _____ _____ /100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
			Warranty provided:	
	Serving station LINE-see attached diagram (continued)			
Middle section of serving line	48" Cafeteria counter , with refrigerated cold well to fit 3 full hotel pans with self service sneeze guard. Cabinet to be 26" high, including casters, must fit the hotel pans specified in this bid with no gaps except for bars, with 10" tray slide with 2 ribs on customer side to (right) mounted 26" high style and red color matches with the rest of the serving line, all stainless steel Enclosed refrigerated cabinet to be 48" long 115 volt single phase	1		
Right section of serving line	Enclosed based 30' high with 4 hot wells with drains, with service glass sneeze guard with 36" counter space to left of 4 electric hot wells, Service sneeze guard over wells with 10" tray slide with 2 ribs on customer side to (right) mounted 26" high a total length of 98 inches, style and red color matches with the rest of the serving line, all stainless steel 2 foot hose attached to each or total drains, to facilitate emptying of wells 208 volt	1	Warranty provided:	
	All three serving units should have a mechanism to lock each unit to each other.			

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR USED EQUIPMENT

Item 12	<u>Cambro Camcarriers –four types</u>	QTY	<u>USED</u> <u>Cambro Camcarriers</u>	NO BID CHECK OR X BOX BELOW
			\$	
200 MPC	Side loading for GN Full size Food Pans fits 3 full pans 4" deep, no inside rails colordark brown	2	_____ _____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
300MPC	Side loading full size Camcarriers for food pans Color slate blue	4	Warranty provided:	
1318MTC	Side loading Fits 8 half sheet pans color dark brown	2		
1826MTC	Side loading Fits 6 each full sheet pans color brick red	4		

Item 13	<u>Cambro Camchillers two sizes</u>	QTY	<u>USED</u> <u>Cambro Camchillers</u>	NO BID CHECK OR X BOX BELOW
			\$	
1826STP	to fit 1826MTC Cam chiller	12	_____ _____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
CP1220	To fit 300 MPC, to fit 1318MTC, Full size Cold blue cam chiller	36	Warranty provided:	

Item 14	<u>Cambro Camdolly three types of dollies</u>	QTY	<u>USED</u> <u>Cambro Camdollies</u>	NO BID CHECK OR X BOX BELOW
CD 200	Camdolly to fit 200 MPC	2	\$	
CD300	Camdolly to fit 300MPC	4	_____ _____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
CD 300 H	Camdolly with handle to fit 1318MTC	2	Warranty provided:	
CD1826MTCHB	Camdolly with handle for 1826MTC	2		

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR USED EQUIPMENT

Item 15	<u>Utility Carts</u>	QTY	<u>USED</u> <u>Utility Carts</u>	NO BID CHECK OR X BOX BELOW
Lakeside model 322	Lakeside stainless steel cart open 3 shelf, 300 lb capacity , overall dimensions 33(h) x 30.75 (w) x 33(d)	2	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
			Warranty provided:	
Item 16	<u>Utility Carts</u>	QTY	<u>USED</u> <u>Utility Carts</u>	NO BID CHECK OR X BOX BELOW
Lakeside model 243	Lakeside stainless steel cart open 2 shelf, 500 lb capacity , overall dimensions 46.63(h) x 36 (w) x 22(d)	2	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
			Warranty provided:	

Item 17	<u>Sheet pans</u>	QTY	<u>USED</u> <u>Sheet pans</u>	NO BID CHECK OR X BOX BELOW
9001	Vollrath Wear Ever, heavy duty full size sheet pan 16 gauge Closed bead	48	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item

Item 18	<u>Half Sheet pans</u>	QTY	<u>USED</u> <u>Half size sheet pans</u>	NO BID CHECK OR X BOX BELOW
5303	Vollrath Wear Ever, heavy duty half size sheet pan 16 gauge	24	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item

DARCEY SCHOOL - SPECIFICATIONS AND BID FORM FOR USED EQUIPMENT

Item 19	<u>Hotel pans group</u>	QTY	<u>USED</u> <u>Hotel pans group</u>	NO BID CHECK OR X BOX BELOW
	Vollrath Wear Ever		\$	
	Vollrath Or Wear Ever. 3 hotel full pans Pans must fit in serving cold well unit with no accumulating gap		_____ _____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	Hotel pans full 2" deep	18		
	Hotel pan full 4" deep	18		
	Hotel pan full 6 " deep	12		
	Hotel pan half size 2 " deep	12		
	Hotel pan half size 4" deep	18		
	Hotel pan half size 6 " deep	12		
	Hotel pan 1/3 size 4" deep	18		
	Solid Dome Cover- Satin finish 300 series stainless steel, black kool to touch handle	8		
	Stainless steel Lids flat for Hotel pans full	18		
	Stainless steel Lids flat for Hotel pan half size	12		
	Stainless steel Lids flat for Hotel pan 1/3 size	6		

Item 20	<u>Milk Cooler</u>	QTY	<u>USED</u> <u>Utility Carts</u>	NO BID CHECK OR X BOX BELOW
	Beverage Air Model No. SMF34Y-1-S OR EQUIVALENT	2	\$	
	School Milk Cooler, forced air, 34" wide, 33-1/2"D, 13.35 cu. Ft., single access, exterior thermometer, 8 crate capacity, stainless steel interior and exterior, 7" heavy duty casters, 2 with brakes, 1/5 hp, UL, NSF, Energy Star. 3 years parts and labor warranty Additional 2 year compressor warranty standard 115v/60/1-ph. 4.2 amps standards		_____ _____ _____/100 dollars (write out words) Warranty provided:	Please check above box to confirm no bid is being submitted for this item
	807-836 Cow Spots Base Kit for SM34	2		

CHAPMAN ELEMENTARY SCHOOL - SPECIFICATIONS AND BID FORM FOR NEW EQUIPMENT

Item 5	<u>Heated Holding Cabinet</u>	QTY	<u>New</u> <u>Heated Holding Cabinet</u>	NO BID CHECK OR X BOX BELOW
C539-HDS-U	Metro C5 3 Series heated holding Cabinet with Red Insulation armour, mobile, full height, insulated, dutch insulated aluminum doors, removable bottom mount control module, thermostat to 200 degree, universal wire slides on 3' centers, adjustable on 1.5 "increments, 5" casters two with brakes,	1	\$	
Or equivalent	120v/60/1 ph 2000watts, 16.7 amps, NEMA 5-20P, UL, CUL, NSF		_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	3 YEARS PARTS AND LABOR			

Item 6	<u>Utility Carts</u>	QTY	<u>New</u> <u>Utility Carts</u>	NO BID CHECK OR X BOX BELOW
Lakeside model 243	Lakeside stainless steel cart open 2 shelf, 500 lb capacity , overall dimensions 46.63(h) x 36 (w) x 22(d)	2	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item

Item 7	<u>Utility Carts</u>	QTY	<u>New</u> <u>Utility Carts</u>	NO BID CHECK OR X BOX BELOW
Lakeside model 322	Lakeside stainless steel cart open 3 shelf, 300 lb capacity , overall dimensions 33(h) x 30.75 (w) x 33(d)	2	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item

CHAPMAN ELEMENTARY SCHOOL - SPECIFICATIONS AND BID FORM FOR NEW EQUIPMENT

Item 8	<u>One (1) Compartment Sink</u>	QTY	<u>New</u> <u>One (1) Compartment Sink</u>	NO BID CHECK OR X BOX BELOW
	Fabricated NSF Sink 1 compartment sink, no right or left drain boards, bowl size 16" x 20" x 14" deep, 16 guage, 304 series stainless steel, tile edge splash, rolled edge, faucet holes on 8" centers, stainless steel legs, 1" adjustable steel bullet feet, NSF	1	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	Sink Mixing Faucet, 12" swing nozzle, wall mounted, 8" centers on sink faucet, lever handles	1		
	Lever Waste Valve to fit sink opening	1		

CHAPMAN ELEMENTARY SCHOOL - SPECIFICATIONS AND BID FORM FOR NEW EQUIPMENT

Item 5	<u>Heated Holding Cabinet</u>	QTY	<u>USED</u> <u>Heated Holding Cabinet</u>	<u>NO BID</u> <u>CHECK OR X</u> <u>BOX BELOW</u>
C539-HDS-U	Metro OR EQUIVALENT C5 3 Series heated holding Cabinet with Red Insulation armour, mobile, full height, insulated, dutch insulated aluminum doors, removable bottom mount control module, thermostat to 200 degree, universal wire slides on 3' centers, adjustable on 1.5 "increments, 5" casters two with brakes,	1	\$	
Or equivalent	120v/60/1 ph 2000watts, 16.7 amps, NEMA 5-20P, UL, CUL, NSF		_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	3 YEARS PARTS AND LABOR			

Item 6	<u>Utility Carts</u>	QTY	<u>USED</u> <u>Utility Carts</u>	<u>NO BID</u> <u>CHECK OR X</u> <u>BOX BELOW</u>
Lakeside model 243	Lakeside stainless steel cart open 2 shelf, 500 lb capacity , overall dimensions 46.63(h) x 36 (w) x 22(d)	2	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item

Item 7	<u>Utility Carts</u>	QTY	<u>USED</u> <u>Utility Carts</u>	<u>NO BID</u> <u>CHECK OR X</u> <u>BOX BELOW</u>
Lakeside model 322	Lakeside stainless steel cart open 3 shelf, 300 lb capacity , overall dimensions 33(h) x 30.75 (w) x 33(d)	2	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item

CHAPMAN ELEMENTARY SCHOOL - SPECIFICATIONS AND BID FORM FOR NEW EQUIPMENT

Item 8	<u>One (1) Compartment Sink</u>	QTY	<u>USED</u> <u>One (1) Compartment Sink</u>	<u>NO BID</u> <u>CHECK OR X</u> <u>BOX BELOW</u>
	Fabricated NSF Sink 1 compartment sink, no right or left drain boards, bowl size 16" x 20" x 14" deep, 16 guage, 304 series stainless steel, tile edge splash, rolled edge, faucet holes on 8" centers, stainless steel legs, 1" adjustable steel bullet feet, NSF	1	\$	
			_____ _____/100 dollars (write out words)	Please check above box to confirm no bid is being submitted for this item
	Sink Mixing Faucet, 12" swing nozzle, wall mounted, 8" centers on sink faucet, lever handles	1		
	Lever Waste Valve to fit sink opening	1		

**CHESHIRE PUBLIC SCHOOLS
PURCHASE OF KITCHEN EQUIPMENT
RFP #1314-21 AB**

RFP FORM - Continued

ACKNOWLEDGEMENT

In submitting this RFP 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 Request for Proposals. Except as otherwise expressly stated in the Request for Proposals, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to the Request for Proposals

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

OR

_____ This RFP takes exception(s) to certain of the Request for Proposals requirements, including but not only the following Contract Terms set forth in Section 27 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

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

_____ Yes
_____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the RFP (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.

4. Arbitration/Litigation

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

_____ Yes
_____ No

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

5. Criminal Proceedings

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

_____ Yes
_____ No

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

6. Ethics and Offenses in Public Projects or Contracts

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

_____ Yes
_____ No

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

RFP SECURITY

I/we have included herein the required certified check or bid bond in the amount of 5% of the RFP amount.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID RFP, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE RFP. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE REQUEST FOR PROPOSALS, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF RFP FORM

**CHESHIRE PUBLIC SCHOOLS
PURCHASE OF KITCHEN EQUIPMENT
RFP #1314-21 AB**

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."

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

**CHESHIRE PUBLIC SCHOOLS
PURCHASE OF KITCHEN EQUIPMENT
RFP #1314-21 AB**

**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

**CHESHIRE PUBLIC SCHOOLS
PURCHASE OF KITCHEN EQUIPMENT
RFP #1314-21 AB**

PROPOSER'S NON COLLUSION AFFIDAVIT

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

- (1) the RFP is genuine; it is not a collusive or sham RFP;
- (2) the proposer developed the RFP 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 RFP to any person not an employee or agent of the proposer and will not communicate the RFP to any such person prior to the official opening of the RFP; and
- (4) no elected or appointed official or other officer or employee of the Cheshire Public Schools is directly or indirectly interested in the proposer's RFP, 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 Cheshire Public Schools to consider its RFP 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:

**CHESHIRE PUBLIC SCHOOLS
PURCHASE OF KITCHEN EQUIPMENT
RFP #1314-21 AB**

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

**CHESHIRE PUBLIC SCHOOLS
PURCHASE OF KITCHEN EQUIPMENT
RFP #1314-21 AB**

FORM OF CONTRACT

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

RECITALS:

WHEREAS, the School has issued an Request for Proposals for Construction of a Storage Building (the “Request for Proposals”), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a RFP to the School dated _____ (the “Request for Proposals”), a copy of which is attached as Exhibit B;

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

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

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

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

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the Request for Proposals including but not only **all of the terms set forth in Section 26 (the “Contract Terms”) of the Standard Instructions to Proposers.**

2. Term:

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

4. Price and Payment:

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 School 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 School, 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 School 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 School:	Name:	Vincent J. Masciana
	Department:	Management Services
	E-mail:	vmasciana@cheshire.k12.ct.us
	Fax:	203-250-2424

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.

CHESHIRE PUBLIC SCHOOLS

By _____
Greg Florio, Ed.D.
Its Superintendent, Duly Authorized
Date: _____

[CONTRACTING PARTY LEGAL NAME]

By _____
Its _____, Duly Authorized
Date: _____