

LEGAL NOTICE

**TOWN OF KILLINGWORTH, CONNECTICUT
INVITATION TO BID**

Fire Training Facility for Killingworth Volunteer Fire Company

October 13, 2015

The Town of Killingworth will receive sealed bids for a Fire Training Facility to be used to provide training for fire fighters and leaders in controlled environments that replicate actual conditions. Bids are due on Monday, November 9, 2015 by 4 PM in the Selectmen's Office and will be opened in public and read aloud at a Board of Selectmen's meeting on Monday, November 9, 2015 at 7 PM.

The documents composing the Invitation to Bid will be available on Friday, October 16, 2015 and may be obtained on the Town's website, www.townofkillingworth.com, under "Town of Killingworth Public Notices" or from Catherine Iino, First Selectwoman, Killingworth Town Hall, 323 Route 81, Killingworth CT 06419 during the hours of 8:00 AM – 4:00 PM Monday through Friday for a non-refundable \$25 per bid package.

The Town of Killingworth reserves the rights to amend or terminate this Invitation to Bid, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the bid to the bidder that, in the Town's judgment, will be in the Town's best interests.

Minority business enterprises will be afforded full opportunity to submit bids and are encouraged to do so. The Town of Killingworth is an Affirmative Action/EOE.

Catherine Iino, First Selectwoman

TOWN OF KILLINGWORTH, CONNECTICUT

**INVITATION TO BID FOR
FIRE TRAINING FACILITY FOR THE KILLINGWORTH VOLUNTEER FIRE COMPANY**

Bid Number: 2015 – 04
Bid Due Date & Time: Monday, November 9, 2015 by 4 PM
Bid Opening Date & Time: Monday, November 9, 2015 at 7 PM
Bid Opening Place: Killingworth Town Hall

The Town of Killingworth is seeking bids from qualified and licensed bidders for a fire training facility for the Killingworth Volunteer Fire Company.

One (1) original and six (6) copies of sealed bids must be received in the Killingworth Town Hall, Selectmen's Office, 323 Route 81, Killingworth, CT 06419 by the date and time noted above. The Town of Killingworth (the "Town") will not accept submissions by e-mail or by fax. The Town will reject bids received after the date and time noted above.

The documents composing this Invitation to Bid may be obtained from Catherine Iino, First Selectwoman, Killingworth Town Hall, 323 Route 81, Killingworth CT 06419 during the hours of 8:00 AM – 4:00 PM Monday through Friday for a non-refundable fee of \$25 or on the Town's website, www.townofkillingworth.com, under "Town of Killingworth Public Notices."

Each bidder is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its bid accordance with the ITB as modified by the addenda.

Bids 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 Invitation to Bid, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the bid to the bidder that, in the Town's judgment, will be in the Town's best interests.

This Invitation to Bid ("ITB") includes:

- Legal Notice
- Standard Instructions to Bidders
- Specifications
- Insurance Requirements NOT APPLICABLE TO THIS ITB
- Bid Form
- Bidder's Legal Status Disclosure
- Bidder's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Bidder's Non Collusion Affidavit
- Bidder's Statement of References
- Addenda, if any

The following documents must be completed and returned in the Bid:

- Bid Form
- Bidder's Legal Status Disclosure
- Bidder's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Bidder's Non Collusion Affidavit
- Bidder's Statement of References

TOWN OF KILLINGWORTH, CONNECTICUT
STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Killingworth (the "Town") is soliciting bids for a fire training facility for the Killingworth Volunteer Fire Company. This ITB is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful bidder.

Interested parties should submit a bid in accordance with the requirements and directions contained in this ITB. Bidders are prohibited from contacting any Town employee, officer or official concerning this ITP, except as set forth in Section 6, below. A bidder's failure to comply with this requirement may result in disqualification.

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

2. RIGHT TO AMEND OR TERMINATE THE ITB OR CONTRACT

The Town may, before or after bid opening and in its sole discretion, clarify, modify, amend or terminate this ITB if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.townofkillingworth.com. Each bidder is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the ITB as modified by the addenda.

3. KEY DATES

- Pre-Bid Conference and Site Visit: THIS IS NOT APPLICABLE TO THIS ITB
- Bid Due Date: Monday, November 9, 2015, 4:00 PM, Selectmen's Office, Killingworth CT
- Bid Opening: Monday, November 9, 2015, 7:00 PM, Selectmen's Office, Killingworth, CT
- Interviews of one or more bidders (if deemed necessary) will be conducted after the November 9, 2015 opening date
- Preliminary Notice of Award: Monday, November 23, 2015
- Anticipated Contract Execution: Thursday, December 31, 2015

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

4. OBTAINING THE ITB

All documents that are a part of this ITB may be available on the Town's website, www.townofkillingworth.com or from Catherine Iino, First Selectwoman, 323 Route 81, Killingworth, CT 06419 during the hours of 8:00 AM – 4:00 PM Monday through Friday for a non-refundable payment of \$25.

5. BID SUBMISSION INSTRUCTIONS

Bids must be received in the Killingworth Town Hall, Office of the First Selectman, 323 Route 81, Killingworth, CT 06419, by 4 PM prior on Monday, November 9, 2015. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Bidders are solely responsible for ensuring timely delivery. The Town will **NOT** accept late bids.

One (1) original and six (6) copies of all bid documents must be submitted in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "**BID DOCUMENTS**," and the title "**FIRE TRAINING FACILITY FOR THE KILLINGWORTH VOLUNTEER FIRE COMPANY**", **Bid Number 2015 - 04 and Bid Opening Date Monday, November 9, 2015**. The Town may decline to accept bids 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 bid documents and inform the bidder that the bid documents may be resubmitted in a sealed envelope properly marked as described above.

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

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the bids are scheduled to be opened. Bids 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 bids, investigate the bidders' qualifications, secure any required municipal approvals, and execute a binding contract with the successful bidder.

An authorized person representing the legal entity of the bidder must sign the Bid Form and all other forms included in this ITB.

6. QUESTIONS AND AMENDMENTS

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

Name: Regina Regolo, Finance Director
Department: Finance
E-mail: rregolo@townofkillingworth.com
Fax: (860) 663-3305

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

Name: Regina Regolo, Finance Director
Department: Finance
E-mail: rregolo@townofkillingworth.com
Fax: (860) 663-3305

Bidders are prohibited from contacting any other Town employee, officer or official concerning this ITB. A bidder's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from bidders no later than seven (7) business days before the bid opening date. That representative will confirm receipt of a bidder'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 ITB and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to bid opening, the Town will post any addenda on the Town's website, www.townofkillingworth.com. Each bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the ITB 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 ITB, and no bidder shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

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

8. COSTS FOR PREPARING BID

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

9. OWNERSHIP OF BIDS

All bids submitted become the Town's property and will not be returned to bidders.

10. FREEDOM OF INFORMATION ACT

All information submitted in a bid 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 bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder 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 bidder's Confidential Information, it will promptly notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder 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 bidder 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

Each bidder must, in its Bid Form, make the disclosures set forth in that form. A bidder's acceptability based on those disclosures lies solely in the Town's discretion.

12. REFERENCES

Each bidder must complete and submit the Bidder's Statement of References form included in this ITB.

13. LEGAL STATUS

If a bidder 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 bidder's legal status. Each bidder must complete and submit the Bidder's Legal Status Disclosure form included in this ITB.

14. BID SECURITY

THIS ITEM IS NOT APPLICABLE TO THIS ITB

15. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

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

Each bidder 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 ITB or the performance of the work described herein.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this ITB, and it is capable of performing the work to achieve the Town's objectives. If applicable, each bidder shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its bid.

16. SUBSTITUTION FOR NAME BRANDS

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

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-600-2022.

18. INSURANCE

THIS ITEM IS NOT APPLICABLE TO THIS ITB.

19. PERFORMANCE SECURITY

THIS ITEM IS NOT APPLICABLE TO THIS ITB

20. DELIVERY ARRANGEMENTS

The successful bidder shall deliver the items that are the subject of the ITB, at its sole cost and expense, to the location(s) listed in the Specifications.

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All bids will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this ITB. Bidders may be present at the opening.

The Town reserves the right to correct, after bidder verification, any mistake in a bid 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 rights to accept all or any part of a bid, reject all bid, and waive any informalities or non-material deficiencies in a bid. The Town also reserves the right, if applicable, to award the purchase of individual items under this ITB to any combination of separate bids or bidders.

The Town will accept the bid that, all things considered, the Town determines is in its best interests. Although price

will be an important factor, it will not be the only basis for award. Due consideration may also be given to a bidder's experience, 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 ITB.

The Town will not award the bid 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 bid that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful bidder. The award may be subject to further discussions with the bidder. The making of a preliminary award to a bidder does not provide the bidder 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 bidder has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the bidder.

If the bidder 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 bid security provided by the bidder and may enter into discussions with another bidder.

The Town will post the Preliminary Notice of Award and related information on its website, www.townofkillingworth.com under "Public Notices"

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 bidder must submit a completed Bidder's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this ITB. Bidders with fewer than ten (10) employees should indicate that fact on the form and return the form with their bids.

23. NONRESIDENT REAL PROPERTY CONTRACTORS

If the successful bidder is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7).

The successful bidder agrees 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 any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful bidder's activities under the Contract.

The successful bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

24. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a bid, each bidder 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 bidder 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 bidder 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 bidder or its subcontractor. The successful bidder 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 bidder'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 bidder shall submit a completed Bidder's Non Collusion Affidavit that is part of this ITB.

26. CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful bidder. If a bidder is unwilling or unable to meet any of these Contract Terms, the bidder must disclose that inability or unwillingness in its Bid Form (see Section 11 of these Standard Instructions to Bidders):

a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful bidder 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 bidder's malfeasance, misconduct, negligence or failure to meet its obligations under the ITB or the Contract. The successful bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful bidder's insurance. Nothing in this section shall obligate the successful bidder to indemnify the Town 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 Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful bidder, or anyone directly or indirectly employed or contracted with by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder'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 bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this section, which obligations shall survive the termination or expiration of this ITB and the Contract.

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

b. ADVERTISING

The successful bidder 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 bidder 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 bidder to do so is not a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder.

c. W-9 FORM

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

d. PAYMENTS

Bidders 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

THIS ITEM IS NOT APPLICABLE TO THIS

f. REJECTED WORK OR MATERIALS

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

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the work described in the ITB 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

THIS ITEM IS NOT APPLICABLE TO THIS ITB

i. PREVAILING WAGES

THIS ITEM IS NOT APPLICABLE TO THIS ITB

j. PREFERENCES

THIS ITEM IS NOT APPLICABLE TO THIS ITB.

k. WORKERS COMPENSATION

THIS ITEM IS NOT APPLICABLE TO THIS ITB

l. SAFETY

THIS ITEM IS NOT APPLICABLE TO THIS ITB

m. COMPLIANCE WITH LAWS

The successful bidder 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 bid and the performance of the work described in the Contract.

n. LICENSES AND PERMITS

The successful bidder certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license. The successful bidder shall apply for all building permits and arrange for all required inspections. No permit fees will be charged for this municipal project.

o. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful bidder ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful bidder, to make arrangements with another person or business entity to provide the services described in the Contract.

p. AMENDMENTS

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

q. 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.

r. 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.

s. 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.

t. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful bidder 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 bidder 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 bidder shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO BIDDERS

TOWN OF KILLINGWORTH
SPECIFICATIONS FOR
FIRE TRAINING FACILITY FOR THE KILLINGWORTH VOLUNTEER FIRE COMPANY

BID 2015 – 04

FIRE TRAINING SIMULATOR

1.1 PURPOSE

This structure will be used to provide training for fire fighters and leaders in controlled environments, which replicate actual conditions.

1.2 GENERAL

The building shall utilize a structural steel frame system and curtain wall design. The curtain wall/exterior wall panel is designed to protect the main structural frame of the building, so that if an exterior wall panel is damaged (i.e., fire truck hits the side of the building) no structural damage is likely to occur. This wall panel system must allow ladder placement or rappelling anywhere on the building to simulate actual street conditions.

1.3 STRUCTURAL INTEGRITY

The wind loads, deck and the roof loads stated herein represent the standard criteria. The primary structural system should utilize hot-rolled structural steel column and beam frames sized to meet and exceed the loads as indicated. This training simulator shall be considered a nonbuilding structure for both code compliance and load interpretation. The primary and secondary structural system shall also meet and exceed the loads as indicated while maintaining a maximum deflection of $L/240$.

1.4 CODE COMPLIANCE

The training simulator's primary structural and seismic design shall be in accordance with the Connecticut building code. Due to the intended use of this training building, such features as the stair design, the means of egress, and fire walls are not expected to satisfy the criteria of buildings intended to accommodate public occupancy. However, this simulator shall meet all applicable NFPA and OSHA standards.

1.5 MATERIALS

All materials shall be new and shall conform to applicable ASTM specifications. All structural or nonstructural materials used, of 10 gauge or less in thickness, whether exposed or not to the elements, shall be hot-dipped galvanized. When any mention of galvanized is noted within these specifications, it shall be implied to mean hot-dipped galvanized. Any exposed material which is not galvanized, shall be given one coat of shop paint.

1.6 FASTENERS

All fasteners utilized with galvanized steel panels not exposed to the elements shall be electro-galvanized. All exterior fasteners shall be furnished with a contained EPDM washer under the head for sealing. Structural columns and beams shall be field bolted with (A325) 5/8" diameter electro-galvanized bolts or larger. Anchor bolts shall be furnished by the concrete contractor, unpainted and of the size specified on the anchor bolt plan provided by the building supplier.

1.7 WEATHER SEALING

All joints in weather-tight areas are to be sealed with tape caulk or foam closures. Because of the intended use, water tightness is not required or assured.

1.8 ROOF SYSTEMS

Roofs shall be decked with 30" or 36" wide, 18 ga. unpainted galvanized 18 gage steel deck per ASTM A-653, class G60 with recessed fasteners and shall meet the stated design load. Panels must have 6" on center cell spacing with an actual 4 1/4" flats with an actual 1 3/4" wide recesses and a maximum of 1 1/2" deep recesses. Panels must be roll formed.

1.9 EXTERIOR WALL SYSTEM

Wall panel/curtain wall system shall provide for a concentrated rappelling/ladder load of 890 pounds while the primary structural framing supporting this wall system shall provide for a concentrated point load of 2300 pounds. Rake trims and window opening sill trim corners shall be beveled to prevent rope chafing, personal injury, or equipment damage.

1.10 WALL PANELS

The exterior wall panels shall be essentially flat to allow for safe laddering and rappelling anywhere on the simulator without the requirement of additional exterior surface plates to form a flat surface. The exterior wall panels shall be of 18 ga. hot-dipped galvanized steel per ASTM A-924, class G-90. Panels shall have nominal 4 3/4" flats with a maximum 1 1/8" wide recesses and shall be set in the horizontal plane. Panels must be brake formed to provide a maximum 1/8" inside radius. All end joints of all panels must be backed by a splice panel, which extends a minimum of 12" either side of the joint (24" total). Exterior walls panels shall be painted, with the customer's choice of the manufacturer's available colors.

The interior wall panels shall be corrugated, hot-dipped galvanized steel per ASTM A-924. The interior wall panels shall have a 3/4" deep maximum corrugation at 3 1/2" on center and shall be set in the vertical plane. Interior wall panels shall be painted white.

Painted wall panels (interior and exterior) shall be manufactured from coil coated steel meeting ASTM A-924, hot-dipped galvanized, and painted with a paint system on both sides of the panel. The base coat shall be a 0.2 to 0.25 mil coat of a polyurethane primer. The topcoat shall be a 0.7 to 0.8 mil coat of silicon protected polyester on the face side. The paint, on both sides of the panel, is to be baked on. The finished surfaces are to have a light wax coating applied after painting.

1.11 SECONDARY WALL FRAMING

Wall framing shall be of conventional steel stud construction. Studs are to run vertically and be spaced at no more than 24 inches on center. Stud size and gage shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all interior and exterior finishes and trims as provided with the building system.

1.12 SECONDARY ROOF FRAMING

Roof framing shall be of conventional steel joist construction. Joists are to be spaced at no more than 24 inches on center and shall have a maximum span length of 14 ft. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all floor and roof decks as provided with the building system.

1.13 WINDOW & DOOR LOCATIONS

Window and door locations indicated on the drawings are suggested only. All such openings are to be field cut and with the exception of the stair wall, may be located according to preference.

1.14 WINDOW SHUTTERS:

Each window openings shall be provided with a swinging shutter of the proper size for the opening. Framed opening studs/jamb shall be 16 ga. galvanized steel. Shutters for all areas shall be made with double skins of 18 ga. galvanized steel per ASTM A-924. Shutters will be provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade, and provided with the

appropriate quantities per shutter (see paragraph below). All shutters shall be provided with a galvanized hold open latch and two heavy-duty hinges.

1.15 DOORS

Doors for all areas except for possible future burn areas shall be double skins of 18 ga. galvanized steel (total thickness), per ASTM A-924, and shall be an insulated hollow metal swing doors with 3 stainless steel ball-bearing hinges and full weather stripping. Framed opening studs/jambs shall be 16 ga. galvanized steel. This 1 3/4" thick door shall have a baked-on enamel finish and will include a lockset. Locksets shall meet ANSI A156.2 Series 4000 Grade 2 certifications and shall be keyed alike. Doors on 1st floor mounted at top of curb shall include a door sweep to allow for hose advancement even when door is closed to exterior of building.

Doors for possible future burn areas shall be made with double skins of 18 ga. galvanized steel per ASTM A-924 with four heavy-duty hinges. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade. Doors will be provided as a 1-3/8" thick factory-welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. Framed opening studs/jambs shall be 16 ga. galvanized steel. Doors shall be provided with a galvanized hold open latch, a 6 1/2" door pull, and an adjustable spring closure. Door sweep is to be provided to allow hose advancement even when door is closed to exterior of burn room. In addition, future burn room doors shall be capable of being protected with 1" thick Westemp insulation panels mounted on the inside of the burn room.

1.16 SECONDARY FLOOR SYSTEM

Interior decks shall be of six inch wide, unpainted 18 ga. slip-resistant galvanized steel per ASTM A-924, A-60 with recessed fasteners and shall meet the stated design load. Panels must have nominal 5" flats with a maximum 1" wide by 1" deep recesses (maximum 1" recess is required to prevent potential injuries). Panels must be brake-formed at 90 degrees and provide inside radiuses no greater than 1/8". All floor and roof decks shall be framed with light gauge steel "C" joists spaced at no more than 24 inches on center, with a maximum span length of 14 ft. Joists size and gauge shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. Concrete floor covering shall be specified for only the 2nd floor system. Concrete floor covering will be bid by separately.

Floor system shall be designed to support 1 1/2" thick concrete, pitched toward exterior walls and doors. Even with concrete covering, the steel floor panels, located below, shall alone be designed to carry all of the required loads and shall still be a minimum of 18 ga. thick galv. steel.

1.17 STAIRS AND ACCESSORIES

1.17.1 Stairs shall be 3' 8" wide and shall include handrails and guardrails. Stringers shall be plate; treads and platforms of bar grate risers shall be open. Bar grate treads (19W4 x 1" deep) are to be factory attached to the stringers and shall include a diamond plate nosing. Stairs shall be designed to resist a minimum loading of 100 psf and a minimum concentrated load of 300 lbs at the center of any tread span.

1.17.2 Handrails and guardrails shall consist of schedule 40 - 1 1/4" i.d. (1.66" o.d.) round pipe and the openings between rails shall not exceed 12" (minimum of three horizontal rails required). Handrails and guardrails shall be designed to resist a concentrated point load of 200 lbs in any direction at the top. Handrails shall be an all factory-welded assembly. Guardrails shall have a factory-welded post assembly to allow for the attachment of horizontal rails and shall be a minimum of 42" high. Rail extensions are not to be utilized.

1.17.3 Stairs, stringers, handrails, guardrails, bar grating, ladders, and platform frames shall be hot-dipped galvanized per ASTM A-123. All welds, holes, cutting, and bending must be made prior to hot-dip galvanizing.

1.18 FEATURES

1.18.1 RESIDENTIAL SECTION

35'-4" x 22'-0" x 27'-3" ridge

16 degree double-pitched, 2/3 gabled roof; 1/3 flat roof

Wind load 112 MPH

Roof live load 100 PSF

Deck live loads 100 PSF (including attic area)

Interior "L" shaped stair to 2nd floor

Attic drywall frame

Roof ladder fender brackets Full Length (Number TBD during Design)

3' x 4' window openings with steel shutters (10)

6' x 4' window opening with steel shutters (2)

3' x 7' exterior steel door (2)

6' x 7' exterior double leaf steel door (1)

3' x 7' interior steel door (see drawings for Qty.)

3' x 3' hinged gable louvered shutters (3)

4' x 4' roof chop-out curbs, 12 ga. galvanized (1)

1.18.2 ANNEX

14'-0" x 22'-0" x 9'-10" High

½" in 12" single pitch roof

Wind load 112 MPH

Roof live load 100 PSF

3' x 4' window openings with steel shutters (2)

6' x 7' interior & exterior metal door (2)

3' x 7' interior metal doors

1.19 ADDITIONAL FEATURES TO BE INCLUDED

Fire Escape

Exterior fire escape to the flat roof (20' high). Stair widths shall be 3'-0" wide and hot-dipped galvanized, constructed of formed stringers welded to bar grate treads with open risers. Hand rails shall be manufactured from 1.25" I.D. (1.66" O.D.) schedule 40 round pipe and hot-dipped galvanized. To include swing doors at each upper floor.

Forged Swivel Rappelling Anchor

(3) Rappelling anchors and their attachment to the structure shall be rated for a working load limit of 5000 lbs (OSHA load compliant per 29 CFR 1926.502(d)(15)). The anchor housing shall be galvanized aircraft quality alloy and capable of a 360 degree swivel and 180 degree pivot. Each anchor shall be 200% proof-load tested. Placement agreed upon during design.

Roof Hatch 3'-0" x 2'-6"

Provide (1) Bilco 3'-0" x 2'-6" roof hatch(es) in the *attic floor*. The hatch shall be equipped with compression spring operators, positive latching mechanism, automatic hold open arm, and shall be galvanized steel with prime paint covering. Placement agree upon during design

Ladder Hook Bar

The ladder hook bar is used on sloped roofs to ensure a safe attachment of the trainee's ladder hook when setting the ladder on the roof itself. This system consists of 10'-6" long schedule 80 pipe with 12 ga. pipe angles for attachment. This system shall be hot-dipped galvanized. – (4) ladder hook bars required

Milcor Floor Door 3'-0" x 3'-0"

Provide a Milcor 3'-0" x 3'-0" floor door in the *2nd floor*. The door shall be equipped with torsion spring operators, capable of supporting 300 psf, and shall be provided prime painted. – (1) total floor door required. Placement agreed upon during design.

Foundation Design

The foundation shall be designed to handle the structural building loads (loads designated by the building manufacturer) along with the existing soil conditions (soil test/report provided by KVFC). All ground floor columns and stud walls shall sit on a concrete curb and the interior of the ground floor slab shall be sloped to aid in removing the high volumes of water utilized in these types of structures.

Durabak™ Slip-Resistant Paint Roof System

18 ga. galvanized roof panels covered with a three-coat paint system. The basecoat shall consist of an etch primer; the two topcoats shall consist of a finishing polyurethane paint with embedded rubber aggregate that is slip resistant, waterproof, and abrasion-, chemical-, salt water-, UV-, and corrosion-resistant. Note: Paint does not cover recesses in panels, only the flats of the panels. Acceptable manufacturer of this paint system is The Durabak™ Company.

Operating Lever Latch

Provide a heavy-duty operating lever latch for all building shutters and future burn room doors. This latch shall have interior and exterior padlocking handles. The latch case shall have 1/8" thick zinc plated steel with a black powder coated finish.

Roof Guard Rails

Handrails to be manufactured from 1.25" I.D. (1.66" O.D.) schedule 40 round pipe and hot-dipped galvanized. Handrail system to be installed around the perimeter of the residence flat roof and set back from the edge of the roof.

1.20 FEATURES TO BE BID AS SEPARATE OPTIONS

Movable Wall System/Maze

This system is to allow a wall to slide on a top track, lock into place, and be totally removed without the use of tools. Each individual movable wall panel (3'-7" wide x full height) shall be constructed of 20 ga. galv. vertical and horizontal channel stiffeners with a 14 ga. galv. top track, to be attached to a 14 ga. galv. hanging track. The whole system is to be held in place with two compression clamps.

1.21 DESIGN, DRAWINGS & DATA

The supplier shall be responsible for providing the design inclusive of the foundation and shall submit, as requested, structural calculations for review. Within 15 working days after the receipt of order, the supplier shall submit two (2) sets of drawings detailing anchor bolt loadings and locations as well as general plans and elevations. Two (2) sets of assembly (steel erection) drawings and two (2) sets of assembly manuals shall be submitted concurrent with the shipment of materials. Building parts shall each be identified by individual part numbers clearly written on or attached to the part. Part numbers shall coincide with the drawings.

1.22 DELIVERY, INSPECTION & STORAGE

All components and accessories shall arrive via flatbed trailer.

1.23 WARRANTY

1.23.1 General Warranty

The building supplier shall certify that the training building and its components have been designed to meet the contract specifications. The building supplier shall warrant the materials and components to be free of fabricating defects for a period of one year from the date of shipment.

Any pre-engineered structure will require the erector to furnish a certain amount of field fabrication and / or modifications as stated in the manufacturer's handbook. Sections of work requiring field cutting or drilling are indicated on the drawings or in the assembly manual. Other field modifications may be necessitated by site conditions beyond the manufacturer's control. The foregoing are not subject to warranty.

1.23.2 Paint Warranty

The paint system shall provide a 30/25 year limited warranty on paint finish, which includes chalking and breakdown of film integrity.

1.23.3 Structure Warranty

A 5-year limited warranty shall be provided on the structure itself.

1.24 SUBMITTALS

1.24.1 **GENERAL:** Submit the following in accordance with the Conditions of the Contract and Division 1 Specification Sections:

1.24.1.1 **PRODUCT DATA**, floor plans, elevations, catalog, general specifications, locations of similar projects completed.

1.24.1.2 **SAMPLES** of the manufacturer's standard color charts covering both the siding colors and the door and window trim colors shall be furnished to the owner.

1.24.2 QUALITY ASSURANCE

1.24.2.1 MANUFACTURER QUALIFICATIONS

The manufacturer shall have a minimum of 10 years successful experience in designing and manufacturing Fire Training Buildings of similar size and scope as project requires.

1.24.2.2 ENGINEERING PROFESSIONAL QUALIFICATIONS

An Engineering Qualifications Form stating his or her licensing number in the state of licensure, as well as listing a minimum of 10 fire training buildings that he or she has designed and stamped must be submitted.

1.25 SUPPLIERS/SYSTEMS

1.25.1 Any systems/materials not explicitly meeting the specifications stated herein shall be noted in the bid response. For all systems/materials in question, the supplier/contractor shall provide samples, written specifications, warranties, full set of drawings, and MSDS. An itemized list must be provided that specifically references each item that deviates from this specification. In any case, all performance and warranty criteria stated herein must be met without exception.

END OF SPECIFICATIONS

TOWN OF KILLINGWORTH, CONNECTICUT

**INSURANCE REQUIREMENTS FOR
A FIRE TRAINING FACILITY FOR THE KILLINGWORTH VOLUNTEER FIRE COMPANY
BID # 2015-04**

THIS ITEM IS NOT APPLICABLE TO THIS ITB

END OF INSURANCE REQUIREMENTS

TOWN OF KILLINGWORTH, CONNECTICUT

BID FORM

A FIRE TRAINING FACILITY FOR THE KILLINGWORTH VOLUNTEER FIRE COMPANY

BID # 2015 - 04

BIDDER'S FULL LEGAL NAME:

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

BASE BID

To provide the products and/or services specified in, and upon the terms and conditions of, the ITB for the total sum of _____ /100 Dollars (write out in words) (\$_____).

OPTION

Movable Wall System/Maze for the total sum of _____ /100 Dollars (write out in words) (\$_____).

ACKNOWLEDGEMENT

In submitting this Bid Form, the undersigned bidder 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 ITB. Except as otherwise expressly stated in the ITB, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to or Modifications or Clarifications of the ITB

_____ This bid does not take exception to or seek to modify or clarify any requirement of the ITB, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Bidders.

OR

_____ This bid takes exception(s) to or seeks to modify or clarify certain of the ITB requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Bidders. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

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

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the bidder 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 bid (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 bid?

_____ Yes
_____ No

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

4. Arbitration/Litigation

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

_____ Yes
_____ No

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

5. Criminal Proceedings

Has the bidder 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 bidder 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 bids or bids 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 BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE ITB, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY: _____ TITLE: _____
(SIGNATURE)

(PRINT NAME)

DATE: _____

END OF BID FORM

TOWN OF KILLINGWORTH, CONNECTICUT

**BIDDER'S LEGAL STATUS DISCLOSURE
A FIRE TRAINING FACILITY FOR THE KILLINGWORTH VOLUNTEER FIRE COMPANY**

BID # 2015 - 04

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 bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder 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 bidder will not be considered a permanent place of business of the bidder.

IF A SOLELY OWNED BUSINESS:

Bidder'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 bidder 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:

Bidder'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 bidder 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:

Bidder'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 bidder 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:

Bidder'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 bidder 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."

Bidder's Full Legal Name

(print)
Name and Title of Bidder's Authorized Representative

(signature)
Bidder's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF KILLINGWORTH, CONNECTICUT

BID # 2015- 04

A FIRE TRAINING FACILITY FOR THE KILLINGWORTH VOLUNTEER FIRE COMPANY

**BIDDER'S CERTIFICATION
Concerning Equal Employment Opportunities
And Affirmative Action Policy**

I/we, the bidder, 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 Bidder

(Signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

END OF BIDDER'S CERTIFICATION FORM

TOWN OF KILLINGWORTH, CONNECTICUT

BIDDER'S NON COLLUSION AFFIDAVIT

BID FOR: FIRE TRAINING FACILITY FOR THE KILLINGWORTH VOLUNTEER FIRE COMPANY

BID NUMBER: # 2015 – 04

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

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid 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 bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Killingworth is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

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

_____ Legal Name of Bidder

(signature)

Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

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

_____ Notary Public

My Commission Expires:

END OF NON COLLUSION FORM AFFIDAVIT FORM

TOWN OF KILLINGWORTH, CONNECTICUT

BID # 2015 – 04

FIRE TRAINING FACILITY FOR THE KILLINGWORTH VOLUNTEER FIRE COMPANY

BIDDER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION

EMAIL ADDRESS: _____

2. BUSINESS NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION

EMAIL ADDRESS: _____

3. BUSINESS NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE _____

INDIVIDUAL CONTACT NAME AND POSITION

EMAIL ADDRESS: _____

END OF STATEMENT OF REFERENCES

**CONTRACT FOR
THE PROCUREMENT OF A FIRE TRAINING FACILITY FOR THE KILLINGWORTH VOLUNTEER FIRE COMPANY**

This Contract is made as of the ____ day of _____, 20__ (the "Effective Date"), by and between the Town of Killingworth, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and *[name and address of successful bidder]* (the "Contracting Party").

RECITALS:

WHEREAS, the Town has issued an Invitation to Bid for the procurement of a Fire Training Facility for the Killingworth Fire Department (the "ITB"), a copy of which, along with any addenda, is attached as Exhibit A;

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

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

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the delivery of the Product.

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. Product: The Contracting Party agrees to deliver the Product described more fully in the attached Exhibits A and B (collectively, the "Product").

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

2. Term: *[]*

3. Contract Includes the ITB (Exhibit A) and the Bid (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the ITB, and the Bid, this document shall have the highest priority, the ITB the second priority, and the Bid the third priority.

4. Price and Payment: *[placeholder]*

5. Right to Terminate: If the Contracting Party's fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

6. No Waiver or Estoppel: Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

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

If to the Town:
Catherine Iino, First Selectwoman
Town of Killingworth

323 Route 81
Killingworth, CT 06419
E-mail ciino@townofkillingworth.com
Fax 860-663-3305

If to the Contracting Party:

*[name
Address
e-mail
fax]*

8. Execution: This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF KILLINGWORTH

By _____ Name: CATHERINE IINO
Its [First SelectWoman](#), Duly Authorized

Date:

[CONTRACTING PARTY LEGAL NAME]

By _____ Its _____, Duly Authorized

Date: