

LEGAL NOTICE

TOWN OF KILLINGWORTH, CONNECTICUT

INVITATION TO BID

PUMPER TRUCK FOR KILLINGWORTH VOLUNTEER FIRE COMPANY

November 10, 2016

The Town of Killingworth is seeking bids from qualified and licensed bidders to replace a pumper truck, currently in the Killingworth Volunteer Fire Company's fleet. Bids will be received until Monday, December 12, 2016 at 4:00 p.m. and will be opened in public and read aloud at 7:00 that evening.

The documents composing this Invitation to Bid may be obtained from the Selectmen's Office, 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 \$100, or on the Town's website, www.townofkillingworth.com, under "Public Notices, RFP's and Bids."

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

PUMPER TRUCK FOR KILLINGWORTH VOLUNTEER FIRE COMPANY

Bid Number: 2016 - 05
Bid Due: Monday, December 12, 2016 at 4:00 p.m. Killingworth Town Hall
Bid Opening: Monday, December 12, 2016 at 7:00 p.m. Killingworth Town Hall

The Town of Killingworth is seeking bids from qualified and licensed bidders in order to replace a pumper truck currently in the Killingworth Volunteer Fire Company's fleet. This apparatus was designed to meet the specific needs of the Killingworth Volunteer Fire Company as it operates today and with regards to future needs.

One (1) original and two (2) 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 ("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 the Selectmen's Office, 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 \$100 or on the Town's website, www.townofkillingworth.com, under "Public Notices, RFPs and Bids."

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 Invitation to Bid as modified by the addenda.

Bids must be held firm and may not be withdrawn for ninety (90) 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.

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.

This INVITATION TO BID (ITB) includes:

- Legal Notice
- Standard Instructions to Bidders
- Specifications
- Insurance Requirements
- 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
- Sample Contract
- 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

STANDARD INSTRUCTIONS TO BIDDERS

TOWN OF KILLINGWORTH, CONNECTICUT
Bid 2016-05, Pumper Truck for KVFC

1. INTRODUCTION

The Town of Killingworth ("Town") is soliciting bids for a pumper truck for the Killingworth Volunteer Fire Company (KVFC). This Invitation to Bid (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 or KVFC employee, officer or official concerning this ITB 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 composing this ITB, 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 or Site Visit:** *THIS ITEM IS NOT APPLICABLE*
- **Bid Due Date:** Monday, December 12, 2016 at 4:00 p.m..
- **Bid Opening:** Monday, December 12, 2016 at 7:00 p.m.

Interviews of one or more bidders may be conducted after the opening date

- **Preliminary Notice of Award:** December 26, 2016 (anticipated)
- **Contract Execution:** January 2, 2017 (anticipated)

4. OBTAINING THE INVITATION TO BID (ITB)

All documents that are a part of this ITB are available on the Town's website, www.townofkillingworth.com or from the Selectmen's Office, 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 \$100.

5. BID SUBMISSION INSTRUCTIONS

Bids must be received in the Killingworth Town Hall, Selectman's Office, 323 Route 81, Killingworth, CT 06419. 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 two (2) copies of all bid documents must be submitted in a sealed, opaque envelope **clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS,"** and the title : Bid Number 2016 – 05, KVFC PUMPER TRUCK

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

Name: Elizabeth Disbrow
E-mail: edisbrow@townofkillingworth.com
Fax: (860) 663-3305

Bidders are prohibited from contacting any other employee, officer, or official of the Town or the KVFC 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.

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 representative 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. If a bidder's responses contain financial, trade secret, or other data that it claims should not be public ("Confidential Information"), the 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 limited to 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 Each proposal must be accompanied by a certified check of the proposer or a proposal (bid) bond with a surety acceptable to the Town in an amount equal to at least **TEN PERCENT (10%)** of the proposal amount. The proposal (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 ITB within **ten (10) business days** of written notification of preliminary award, unless the Town otherwise agrees in writing, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its proposal.

Upon the successful proposer's execution of the Contract in the form enclosed with this RFP, the Town shall return the proposal security to the successful proposer and to all other proposers.

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 limited to 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 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

The successful bidder 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 ITB. The Town reserves the right to request from the successful bidder a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY The successful proposer shall furnish a performance bond covering the faithful performance of the Contract (the "Performance Security"). The Performance Security shall be 100% of the Contract price and in a form reasonably acceptable to the Town. The cost of the Performance Security shall be included in the proposal price.

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) provided by the KVFC.

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 bids, 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 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.

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

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 THIS ITEM IS NOT APPLICABLE TO THIS INVITATION TO BID

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

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

F. REJECTED WORK OR MATERIALS

The successful proposer, 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: Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful bidder shall provide the Town 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 Town shall have the right to object to any proposed subcontractor by providing the successful bidder with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful bidder 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 bidder. The successful bidder shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful bidder also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful bidder shall ensure compliance with all requirements of the Contract. The successful bidder shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

I. PREVAILING WAGES: **THIS ITEM IS NOT APPLICABLE TO THIS INVITATION TO BID**

J. PREFERENCES: **THIS ITEM IS NOT APPLICABLE TO THIS INVITATION TO BID**

K. WORKER'S COMPENSATION: Prior to Contract execution, the Town will require the tentative successful bidder 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 bidder was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

L. SAFETY The successful proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer, or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

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

SPECIFICATIONS

TOWN OF KILLINGWORTH, CONNECTICUT
Bid 2016-05, Pumper Truck for KVFC

The Killingworth Volunteer Fire Company (KVFC) has developed the following bid specification in order to replace a piece of apparatus currently in its fleet. This apparatus was designed to meet the specific needs of the KVFC as it operates today and with regards to future needs.

The Town of Killingworth and the KVFC reserves the right to reject any bid that it feels does not meet these specifications.

[See separate document]

INSURANCE REQUIREMENTS

TOWN OF KILLINGWORTH, CONNECTICUT
Bid 2016-05, Pumper Truck for KVFC

The Bidder must provide a Certificate of Insurance upon execution of the contract with the Town of Killingworth with the following limits:

| | |
|-------------------------------|--|
| Commercial General Liability: | \$1,000,000 each occurrence, \$2,000,000 aggregate |
| Auto Liability: | \$1,000,000 |
| Excess/Umbrella: | \$5,000,000 |
| Workers' Compensation: | statutory limits |
| Employers Liability: | \$1,000,000 |

Naming the Town of Killingworth as additional insured.

END OF INSURANCE REQUIREMENTS

BID FORM

TOWN OF KILLINGWORTH, CONNECTICUT
Bid 2016-05, Pumper Truck for KVFC

BIDDERS 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:

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

\$ _____
Bid amount

written dollar amount

Factory Inspection Trips \$ _____

TOWN OF KILLINGWORTH, CONNECTICUT
Bid 2016-05, Pumper Truck for KVFC

- OPTIONAL EQUIPMENT LIST:** For the purpose of final adjustments, please provide an itemized list of optional equipment, with descriptions and individual prices for each item.

- EXCEPTIONS TO BID:** Please list all exceptions to bid on this page. A separate page may be added if needed.

ACKNOWLEDGMENT

TOWN OF KILLINGWORTH, CONNECTICUT
Bid 2016-05, Pumper Truck for KVFC

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 limited to 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 limited to any of the 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 If "yes," attach a sheet fully describing each such matter. _____ No

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 If "yes," attach a sheet fully describing each such matter. _____ No

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 If "yes," attach a sheet fully describing each such matter. _____ No

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 or the performance of work on public works projects or contracts?

_____ Yes If "yes," attach a sheet fully describing each such matter. _____ No

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)

_____ DATE: _____
(PRINT NAME)

END OF BID FORM

BIDDER'S LEGAL STATUS DISCLOSURE

TOWN OF KILLINGWORTH, CONNECTICUT
Bid 2016-05, Pumper Truck for KVFC

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) _____

Authorized Representative'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) _____

Authorized Representative'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) |

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) _____

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

TOWN OF KILLINGWORTH, CONNECTICUT
Bid 2016-05, Pumper Truck for KVFC

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, of Governor Thomas J. Meskill, promulgated June 16, 1971.
- 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.

Bidder's Full Legal Name

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

(SIGNATURE)
Bidder's Representative, Duly Authorized

(DATE)

BIDDER'S NON-COLLUSION AFFIDAVIT

TOWN OF KILLINGWORTH, CONNECTICUT
Bid 2016-05, Pumper Truck for KVFC

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.

Bidder's Full Legal Name

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

(SIGNATURE)
Bidder's Representative, Duly Authorized

(DATE)

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

Notary Public
My Commission Expires:

BIDDER'S STATEMENT OF REFERENCES

TOWN OF KILLINGWORTH, CONNECTICUT
Bid 2016-05, Pumper Truck for KVFC

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

SAMPLE CONTRACT

TOWN OF KILLINGWORTH, CONNECTICUT
Bid 2016-05, Pumper Truck for KVFC

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 a Request for Bids for a Reappraisal and Revaluation of Real Property for the 2016 Grand List, 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 perform the Work (as defined in Section 1 below); and

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

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

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

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

2. Term: *[]*

3. Contract Includes Exhibits: The 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 or e-mail) 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 _____ Date: _____
Name: CATHERINE IINO, Its [First Selectwoman](#), Duly Authorized

CONTRACTING PARTY:

By _____ Date: _____
Its _____, Duly Authorized