

**LEGAL NOTICE**

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

**FURNACE REPLACEMENT PROJECT FOR THE KILLINGWORTH LIBRARY**

**August 21, 2018**

The Town of Killingworth will receive sealed bids for services to remove the existing furnace and replace with new furnaces the Killingworth Library located at 301 Route 81, Killingworth, CT until 4 PM on Friday, September 14, 2018. Proposals will be opened in public and read aloud at a Board of Selectmen's meeting.

The documents composing the Invitation to Bid will be available on Thursday, August 23, 2018 and may be obtained on the Town's website, [www.townofkillingworth.com](http://www.townofkillingworth.com), under "Town of Killingworth Public Notices" or from the Office of the 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 proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

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Catherine Iino, First Selectwoman

**TOWN OF KILLINGWORTH, CONNECTICUT**

**INVITATION TO BID FOR  
KILLINGWORTH LIBRARY FURNACE REPLACEMENT PROJECT**

**Proposal Number:** 2018 – 03  
**Proposal Due Date & Time:** Friday, September 14, 2018 by 4 PM  
**Proposal Opening Date & Time:** TBD  
**Proposal Opening Place:** Killingworth Town Hall

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The Town of Killingworth is seeking proposals from qualified and licensed Contractors to remove the existing furnace and install new furnaces at the Killingworth Library located at 301 Route 81, Killingworth, CT. The Town of Killingworth will award a single contract to the Contractor who demonstrates experience; a realistic understanding of what it will take to complete the project; and a commitment to completing the project within scope, schedule and budget.

One (1) original and six (6) copies of sealed proposals 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 proposals received after the date and time noted above.

The documents comprising this Invitation to Bid may be obtained from the Office of the 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](http://www.townofkillingworth.com), under "Town of Killingworth Public Notices."

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

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

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

This Invitation to Bid ("ITB") includes:

- Legal Notice
- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer's Legal Status Disclosure
- Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer's Non Collusion Affidavit
- Proposer's Statement of References
- Addenda, if any

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

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

**TOWN OF KILLINGWORTH, CONNECTICUT**  
**STANDARD INSTRUCTIONS TO PROPOSERS**

**1. INTRODUCTION**

The Town of Killingworth (the "Town") is soliciting proposals for the removal of the existing furnace and installation of new furnaces on the Killingworth Library building. 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 proposer.

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

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

**2. RIGHT TO AMEND OR TERMINATE THE ITB OR CONTRACT**

The Town may, before or after proposal 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](http://www.townofkillingworth.com). Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the ITB as modified by the addenda.

**3. KEY DATES**

- Proposal Due Date: Friday, September 14, 2018, 4:00 PM, Selectmen's Office, Killingworth CT
- Proposal Opening: TBD
- Interviews of one or more proposers (if deemed necessary) will be conducted after the opening date
- Preliminary Notice of Award: September 21, 2018
- Anticipated Contract Execution: September 28, 2018

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](http://www.townofkillingworth.com) or from Office of the First Selectwoman, 323 Route 81, Killingworth, CT 06419 during the hours of 8:00 AM – 4:00 PM Monday through Friday or on the Town's website for a non-refundable payment of \$25.

**5. PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the Killingworth Town Hall, Office of the First Selectman, 323 Route 81, Killingworth, CT 06419, prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and six (6) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS**," and the title "**KILLINGWORTH LIBRARY FURNACE REPLACEMENT PROJECT**", **Proposal Number 2018**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

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

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

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this 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: Elizabeth Disbrow  
E-mail: edisbrow@townofkillingworth.com

Questions 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

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

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal due date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this 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 proposal due date, the Town will post any addenda on the Town's website, [www.townofkillingworth.com](http://www.townofkillingworth.com). Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the 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 proposer shall rely on any alleged oral statement.

## **7. ADDITIONAL INFORMATION**

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

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

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

## **9. OWNERSHIP OF PROPOSALS**

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

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

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

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

#### **11. REQUIRED DISCLOSURES**

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

#### **12. REFERENCES**

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

#### **13. LEGAL STATUS**

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete and submit the Proposer's Legal Status Disclosure form included in this ITB.

#### **14. PROPOSAL (BID) SECURITY**

THIS ITEM IS NOT APPLICABLE TO THIS ITB

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

Each proposer is responsible for having read and understood each document in this ITB and any addenda issued by the Town. A proposer'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 proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this ITB or the performance of the work described herein.

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

#### **16. SUBSTITUTION FOR NAME BRANDS**

The proposer 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 proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this ITB. The Town reserves the right to request from the successful proposer 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 proposer 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 proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this ITB. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

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

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

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

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Town will post the Preliminary Notice of Award and related information on its website, [www.townofkillingworth.com](http://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 proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and

Affirmative Action Policy form included with this ITB. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

### **23. NONRESIDENT REAL PROPERTY CONTRACTORS**

If the successful proposer 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 proposer 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 proposer’s activities under the Contract.

The successful proposer shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this section, 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 proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act (“IRCA”) and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

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

### **25. NON COLLUSION AFFIDAVIT**

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

### **26. CONTRACT TERMS**

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

#### **a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the successful proposer’s malfeasance, misconduct, negligence or failure to meet its obligations under the ITB or the Contract. The successful proposer’s obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer’s insurance. Nothing in this section shall obligate the successful proposer to indemnify the 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 proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

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

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

b. ADVERTISING

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval. If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

c. W-9 FORM

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

d. PAYMENTS

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

Monthly payment requisitions shall include lien waivers from the Contractor and all subcontractors and suppliers that have performed work during the requisition period. The successful bid shall submit a schedule of values prior to the execution of the contract.

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

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

e. 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 proposer 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 proposer 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 proposer 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 proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the 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 ISN NOT APPLICABLE TO THIS ITB

j. PREFERENCES

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

k. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. SAFETY 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 proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the

United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

n. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license. The successful proposer 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 proposer 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 proposer, 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 proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

**TOWN OF KILLINGWORTH**  
**SPECIFICATIONS FOR**  
**KILLINGWORTH LIBRARY FURNACE REPLACEMENT PROJECT**  
**PROPOSAL 2018 – 03**

**PROJECT DESCRIPTION**

The Project consists of the removal of the existing furnace and the installation of new furnaces at the Killingworth Library, located at 301 Route 81, Killingworth, CT.

**CONSTRUCTION CONTRACT**

Each bidder will submit a single bid for the Furnace Replacement project.

**SPECIFICATIONS**

1. Remove and dispose of the existing furnace and associated piping.
2. Furnish and install the following:
  - Two (2) Buderus Oil Boilers Model G-215-6
  - Two (2) Buderus Burner Kits – Model F10
  - One (1) Buderus Logamatic R2107 Control
  - All Required Piping and Fittings

**TIME AND COMPLETION**

Work is intended to commence on or about the execution of the contract with final completion on or about October 1, 2018.

**END OF SPECIFICATIONS**

**TOWN OF KILLINGWORTH, CONNECTICUT**

**INSURANCE REQUIREMENTS FOR**

**KILLINGWORTH LIBRARY FURNACE REPLACEMENT PROJECT**

**PROPOSAL # 2018-03**

The Proposer 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
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**

**TOWN OF KILLINGWORTH, CONNECTICUT**  
**PROPOSAL FOR**  
**KILLINGWORTH LIBRARY FURNACE REPLACEMENT PROJECT**  
**PROPOSAL # 2018 - 03**

**PROPOSER'S FULL LEGAL NAME:**

\_\_\_\_\_

Pursuant to and in full compliance with the ITB, the undersigned proposer, 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 \_\_\_\_\_ /100 Dollars (write out in words) (\$\_\_\_\_\_).

**BID BREAKDOWN**

**Removal and Replacement of Furnace** \$ \_\_\_\_\_

**Permit** \$ **waived**

**TOTAL (sum of above)** \$ \_\_\_\_\_

**ACKNOWLEDGEMENT**

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the 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 proposal 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 Proposers.

OR

\_\_\_\_\_ This proposal 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 Proposers. **Attached is a sheet fully describing each such exception.**

## 2. State Debarment List

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

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

## 3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

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

## 4. Arbitration/Litigation

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

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

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

## 5. Criminal Proceedings

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

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

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

## 6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to

have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

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

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

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

DATE: \_\_\_\_\_

**END OF PROPOSAL FORM**

**TOWN OF KILLINGWORTH, CONNECTICUT**

**PROPOSER'S LEGAL STATUS DISCLOSURE**

**FURNACE REPLACEMENT PROJECT FOR THE KILLINGWORTH LIBRARY**

**PROPOSAL # 2018 - 03**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

**IF A SOLELY OWNED BUSINESS:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_  
\_\_\_\_\_

**IF A CORPORATION:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

\_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_

\_\_\_\_\_

**IF A PARTNERSHIP:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Partners

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

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

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

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

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_  
Proposer's Full Legal Name

\_\_\_\_\_  
(print)  
Name and Title of Proposer's Authorized Representative

\_\_\_\_\_  
(signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Date

**END OF LEGAL STATUS DISCLOSURE FORM**

TOWN OF KILLINGWORTH, CONNECTICUT  
PROPOSAL # 2018 - 03  
FURNACE REPLACEMENT PROJECT FOR THE KILLINGWORTH LIBRARY

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

I/we, the proposer, certify that:

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

\_\_\_\_\_ have an Affirmative Action Program, or

\_\_\_\_\_ employ 10 people or fewer.

\_\_\_\_\_ Legal Name of Proposer

\_\_\_\_\_  
(Signature)

Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer's Authorized Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

\_\_\_\_\_  
Date

TOWN OF KILLINGWORTH, CONNECTICUT  
FURNACE REPLACEMENT PROJECT FOR THE KILLINGWORTH LIBRARY  
PROPOSAL # 2018 - 03

**PROPOSER'S NON COLLUSION AFFIDAVIT**

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

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

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

\_\_\_\_\_ Legal Name of Proposer

\_\_\_\_\_  
(signature)

Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer's Authorized Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Notary Public  
My Commission Expires:

TOWN OF KILLINGWORTH, CONNECTICUT  
PROPOSAL # 2018 - 03

FURNACE REPLACEMENT PROJECT FOR THE KILLINGWORTH LIBRARY

PROPOSER'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

SAMPLE CONTRACT FOR  
FURNACE REPLACEMENT PROJECT FOR THE KILLINGWORTH LIBRARY

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 proposer]* (the "Contracting Party").

RECITALS:

WHEREAS, the Town has issued a Invitation to Bid for FURNACE REPLACEMENT PROJECT FOR THE KILLINGWORTH LIBRARY (the "ITB"), a copy of which, along with any addenda, is attached as Exhibit A;

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

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

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

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

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B (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 only all of the terms set forth in Section 26 (the "Contract Terms") of the Standard Instructions to Bidders.

2. Term: *[ ]*

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