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18 January 2008

Refer to: Q6127-LO-18Jan2008
Via email: RBabb@Columbus.gov

Robert Babb
Columbus Division of Fire

**Subject: Proposal for Additional T-500 Equipment
for the Fire Training Center - City of Columbus, Ohio**

Dear Mr. Babb:

Per your request on behalf of the Columbus Training Division, Kidde Fire Trainers is submitting this proposal dated 18 January 2008.

If you have any questions, or require additional information, please contact the undersigned, at 201-300-8100 ext 210, or Jonathan Hanson at 201-638-1739.

Sincerely,
KIDDE FIRE TRAINERS, INC.

Louis Orotelli
International Marketing Manager

PROPOSAL FOR A

**KIDDE STRUCTURAL FIRETRAINER® T-500
LIVE FIRE TRAINING SIMULATOR
For Fire Training Center at
Parsons Avenue Fire Complex
City of Columbus, Ohio**

**Prepared for:
Columbus Division of Fire
Columbus, Ohio**

**Prepared by:
Kidde Fire Trainers, Inc.
17 Philips Parkway
Montvale, NJ 07645-1810 USA**

Bid No. Q1843

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18 January 2008

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1.0 Price Quote Sheet

No.	Item	Price Quote for Structural T-500 System (Natural Gas)
1.	T-500 Interior Attic Prop, with all controls, safety devices, smoke generation machines, exhaust systems, etc. as described in the requirements	\$123,012
2.	T-500 Kitchen Cabinet Extension, to add to previously specified Interior Kitchen props	\$ 85,200
3.	Centralized Smoke & Nitrogen System	\$ 19,500
4.*	Warranties (itemized below)	
4a.	Year One (included in costs 1 through 2)	
4b.	Year Two (included in costs 1 through 2)	
4c.	Year Three (items 1 and 2)	\$ 5,400
4d.	Year Four (items 1 and 2)	\$ 5,560
4e.	Year Five (items 1 and 2)	\$ 5,730

*4) Warranty extension plus two (2) preventive maintenance visits per year. Important: All warranty prices are contingent upon first purchasing warranty extensions on the original equipment purchased.

Statement of Work

Refer to the Statement of Work for a detailed description of the work scope included in the price.

Price Validity

Pricing is valid to 31-December 2008.

Prices are valid only if items are ordered, shipped and installed at the same time. Kidde Standard Terms and Conditions apply.

Taxes, Permits and Fees

Price excludes any taxes, permits and any miscellaneous fees that the state or local jurisdictions may require. Our experience has been that the permits obtained by the General Contractor and/or its electrical and mechanical or plumbing subcontractors covers the relatively small work effort required to install a Structural Fire Trainer.

Payment Terms

Invoices will be issued at the following milestones.

- 25% invoice upon submission of Installation (Shop) Drawings
- 50% invoiced upon shipment of hardware to site
- 25% invoiced upon acceptance of the equipment by the Owner

Kidde Fire Trainers standard payment terms are net cash 30 days.

**Statement of Work
(Responsibility Matrix)**

Item	Equipment Description	KiddeFT	GC or Other
1	Manufacture, ship, install, integrate and test the live fire trainers	X	
2	Fuel Regulation and Control Station (FRCS)	X	
	T-500 Interior Attic Prop complete with: a. Burner Control (Gas Valve Cabinet) b. Electrical Cabinet c. Emergency Stop Switch (Quantity 2) d. Pendant Junction Box (Quantity 2) e. Wired Handheld Control Pendant f. Burn Room Temperature Sensor (Thermocouple) g. Combustible Gas Sensor for Burn Room (Quantity 2) h. Smoke Generator i. Ventilation Fan j. Variable Speed Controller For Fan	X	
4	T-500 Kitchen Cabinet Extension:	X	
	Gas		
5	Natural gas supply stub-up at the fire trainer equipment areas		X
6	Natural gas piping from the fuel regulation and control station (FRCS) to each equipment area.		X
7	Connection from natural gas stub-ups to burner control cabinets	X	
	Electrical		
8	Service Panel: Provide a service panel to the burn building equipment area. The service panel will have adequate electrical power circuits to fulfill the requirements of the system.		X
9	Electrical conduits from the service panel to each electrical cabinet area		X
10	Electrical disconnect box near fire trainer equipment area		X
11	Connection from electrical disconnect box to fire trainer equipment	X	
	Burn Building		
12	Thermal insulation for burn rooms		X
13	Ventilation ducting and louvers in burn rooms		X
14	Building penetrations for fire trainer equipment		X
15	Concrete or steel protective barriers		X
	Logistics		
16	Offloading of fire trainer equipment from delivery truck		X
17	Provide regulator of nitrogen tank.	X	
18	Supply Nitrogen tank for smoke machines.		X

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Item	Equipment Description	KiddeFT	GC or Other
19	Provide an initial five (5) gallons of smoke fluid.	X	
20	Provide an initial bottle of span calibration gas along with reusable regulator.	X	
21	Provide two (2) copies of an Operator and Maintenance Manual to the Owner.	X	
22	Provide a one-day operation and maintenance-training course for up to ten persons designated by the Owner. The course will cover operation, calibration, and maintenance of the system.	X	
23	Warrant the system to be free from defects in material and workmanship for a period of two (2) year after the final system acceptance date. Provide a replacement part for any part that fails in normal use. The supplier will provide a toll free customer service telephone number that can be used by the Owner 24 hours per day, 7 days per week to contact the suppliers customer service department.	X	
24	Provide four(4) preventive maintenance service visits during the two-year warranty period at six-month intervals.	X	
25	Provide suitable firefighting water for testing purposes.		X
26	Obtain any required permits and inspections		X

APPENDIX A
Project Schedule (tentative)

Item	Activity	Duration Base Bid (Items 1&2)
1	Equipment Manufacture	19 wks
2	Installation & Integration*	3.5 wks
3	Acceptance Testing & Training	0.5 wks
	Total Duration	23 wks after acceptance order

KIDDE FIRE TRAINERS-TERMS AND CONDITIONS**03. STANDARD TERMS AND CONDITIONS**

ARTICLE 1: WORK Kidde Fire Trainers shall provide the equipment, data, services and/or training listed in accordance with Kidde Fire Trainers' formal quotation, statement of work and specifications.

All data delivered hereunder are, and shall remain the property of Kidde Fire Trainers, subject to the rights of Buyer in data as provided for in Article 16, Data.

ARTICLE 2: FACILITIES FURNISHED BY BUYER Without cost to Kidde Fire Trainers, Buyer shall furnish the necessary site, easements, facility, access and other to allow Kidde Fire Trainers to deliver the equipment to the Buyer's designated site and to demonstrate that the equipment conforms to the requirements of the contract.

ARTICLE 3: BUYER'S REPRESENTATIVE Buyer shall provide a Representative authorized to act for him under this contract. The representative shall be available during normal working hours as often as may be necessary to implement Buyer's responsibilities under this contract.

All formal correspondence under this contract shall be addressed to and forwarded from the parties' representatives as identified and to the addresses specified below:

BUYER:

Buyer To Provide Name and Address In Writing

SELLER:

Contracts Manager
Kidde Fire Trainers, Inc.
17 Philips Parkway
Montvale, NJ 07645-1810

ARTICLE 4: TIME OF COMPLETION Kidde Fire Trainers will deliver the Equipment, Data and/or Services to the Buyer's designated site in accordance with schedule set forth in its quotation.

ARTICLE 5: DELAYS AND EXTENSION OF TIME Should Kidde Fire Trainers be delayed in the installation or in the completion of work by the act, neglect or default of Buyer, or by other contractors not under the control of Kidde Fire Trainers, or by alterations, additional work, public laws, regulations, or acts of public officials, or by strikes, lockouts, embargoes, fire, earthquake, windstorm, floods or other actions of the elements, acts of war or the public enemy, inability to obtain materials, or by any cause beyond Kidde Fire Trainer's control, which it could not have reasonably foreseen and provided against, then the time allowance hereinabove fixed for the completion of the work shall be extended, at a minimum, for a period equivalent to the delay.

ARTICLE 6: CONTRACT PRICE AND PAYMENTS The price to be paid by Buyer to Kidde Fire Trainers for the performance of the work specified in Article 1 hereof shall be as set forth in Kidde Fire Trainers quotation, which price includes all taxes or contributions at the present rate imposed by the Federal or State governments on Kidde Fire Trainers' payrolls and compensation to its employees.

Unless otherwise specified, the prices shown do not include any other taxes. Unless prohibited by statute, Buyer agrees to pay to Kidde Fire Trainers the amount of any Federal, State, City or other tax that Kidde Fire Trainers may be required to pay on account of the Buyer at the place of delivery, or the manufacture,

transportation, sale or use of the product which is the subject of this order.

Payments shall be made to Kidde Fire Trainers as set forth in Kidde Fire Trainers quotation.

ARTICLE 7: ENTIRE CONTRACT

(a) This terms and conditions shall supersede all prior oral and written agreements, communications and documents between the parties with respect to the subject matter hereof.

(b) No agreement or understanding in any way modifying these terms and conditions will be binding upon Kidde Fire Trainers unless made in writing and signed by an authorized employee of Buyer and Kidde Fire Trainers.

ARTICLE 8: INCREASE IN COST If the cost of the work be increased by public laws, regulations or acts of public officials, by strikes, lockouts, embargoes, fire, earthquake, windstorm, flood, or other actions of the elements, acts of war or public enemy or any cause beyond Kidde Fire Trainers' control which it could not have reasonably foreseen and provided against, or if the facilities and performance furnished by Buyer are not in complete compliance with the requirements of this contract, then a reasonable amount for any additional work or increased cost shall be added to the contract price.

ARTICLE 9: INSPECTION AND ACCEPTANCE

a) **INSPECTION** - During the progress of the work and up to the date of equipment acceptance, Kidde Fire Trainers shall at all times afford the representatives of the Buyer every reasonable, safe and proper opportunity for inspecting all work done or being done at the delivery site and also at the place of manufacture or preparation.

b) **ACCEPTANCE** - Kidde Fire Trainers shall notify Buyer in writing of the date of expected equipment delivery and the subsequent date for conducting an acceptance test at the location designated by the Buyer. In any event, Buyer's representative will be consulted in an effort to arrange a mutually agreeable equipment acceptance testing date within the aforesaid timeframe.

Equipment acceptance testing shall be in accordance with the procedures identified in Equipment Acceptance Test Procedures. The Acceptance Test Procedure document shall be signed by Buyer at successful completion of the Equipment Acceptance Test.

ARTICLE 10: WARRANTY

(a) Kidde Fire Trainers warrants to Buyer that all Article 1 equipment deliverables will be free from defects in materials or workmanship for a period of two (2) years from the date of equipment acceptance as defined in Article 9.

(b) **Warranty adjustment**

1. If any defect appears within the warranty period, Buyer shall immediately provide Kidde Fire Trainers notification thereof, with written confirmation.

2. Kidde Fire Trainers sole and exclusive liability, and Buyer's sole and exclusive remedy shall be for Kidde Fire Trainers to repair or furnish a replacement part for any Live Fire Training System, which, upon test and examination by Kidde Fire Trainers, proves defective within the above warranty.

3. Kidde Fire Trainers will repair or furnish a replacement for any Live Fire Training System that, upon test and examination by Kidde Fire Trainers, proves defective within warranty period.

4. The Buyer shall not take a corrective action with respect to the warranty without written authorization from Kidde Fire

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KIDDE FIRE TRAINERS-TERMS AND CONDITIONS

Trainers.

(c) Exclusions from Warranty

1. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. Kidde Fire Trainers will not be liable for any special or consequential damages or for loss, damages or expense directly or indirectly arising from the use and maintenance of the Fire Simulation Training equipment or any inability to use such equipment either separately or in combination with any other equipment or material or from any other cause, nor shall Kidde Fire Trainers be liable for personal injury, death, or property damage arising from or connected with the use or maintenance of the Fire Simulation Training Equipment made the basis of this agreement.
3. The warranty does not extend or apply to any equipment deliverable that has been subjected to misuse, neglect, accident, or improper use in violation of the operator's manual provided under Article 1 of this contract.
4. The warranty does not extend or apply to any equipment deliverable that has been repaired, altered, or disconnected by persons not expressly approved by Kidde Fire Trainers, nor to any equipment deliverables or assembly thereof, the serial number of which has been removed or defaced or changed.

ARTICLE 11: INSURANCE Kidde Fire Trainers shall carry Contractor's Comprehensive Bodily Injury and Property Damage Liability Insurance and shall comply with Worker's Compensation Laws relating to the compensation of its injured workmen and will provide Buyer with a Certificate of Insurance.

Buyer shall be responsible for and, at Buyer's option and expense may insure against damage to, destruction of and loss of use of Buyer's existing property and all deliverable Article 1 equipment as well as Kidde Fire Trainers property located on the Buyer's property or in the Buyer's facility, due to fire or other perils, prior to, during or after acceptance, however caused.

ARTICLE 12: PRODUCT CONFIGURATION Except as otherwise expressly provided, the configuration of the product to be supplied shall be that configuration of said product model number, which exists at the time of the execution of this contract. Furthermore, Kidde Fire Trainers reserves the right to subsequently alter the configuration of the product to incorporate any changes necessary to accommodate and/or otherwise occasioned by differences in components procured from different sources, changes in manufacturing techniques, and/or improvements in the design of the product; provided, however, that such alterations will not materially affect the form, fit or function of the product.

ARTICLE 13: LIMITATION OF LIABILITY

- (a) To the extent permitted by law, the aggregate liability of Kidde Fire Trainers to the Buyer whether in contract, tort (including negligence) or otherwise, will be limited to an amount equal to one times the value of the Contract.
- (b) Paragraph (a) does not limit the liability of Kidde Fire Trainers for any injury to, or death of a person, caused by the gross negligence of Kidde Fire Trainers.
- (c) Kidde Fire Trainers will not be liable for any breach of this Contract unless written notice of the claim is given to Contractor within one (1) year of the date of the occurrence

of the breach.

- (d) Notwithstanding anything else in this Contract, Kidde Fire Trainers shall not be liable for any indirect, consequential, special or economic loss, cost liability, damage or expenses howsoever arising.

ARTICLE 14: FORCE MAJEURE A party will not be in breach of this Contract or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, act of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency.

ARTICLE 15: COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS Kidde Fire Trainers warrants that in the performance of this order, it has complied with or will comply with all applicable U.S. Federal, State and Local laws and ordinances and all lawful orders, rules and regulations thereunder.

ARTICLE 16: DATA Data deliverables under this contract as identified in the Statement of Work (Attachment 1), or portions thereof, shall not, without the written permission of Kidde Fire Trainers be either (a) used, released or disclosed in whole or in part outside the Buyer, (b) used in whole or in part by the Buyer for manufacture or, in the case of computer software documentation, for preparing the same or similar computer software, or (c) used by a party other than the Buyer, except for emergency repair or overhaul work only, by or for the Buyer, where the item or process concerned is not otherwise reasonably available to enable timely performance of the work, provided that the release or disclosure thereof outside the Buyer shall be made subject to a prohibition against further use, release or disclosure. The attached legend (Attachment A hereto) shall be included on any reproduction, which includes any part of the data deliverables.

ARTICLE 17: SETTLEMENT OF DISPUTES OR DISAGREEMENTS In the event of any dispute or disagreement arising under this contract, it is mutually agreed, that upon written notice of either to the other party, both Buyer and Kidde Fire Trainers will use their best effort to settle such dispute or disagreement in a manner that is fair and equitable to both parties before either party can exercise the right of any legal action.

If both parties agree that a dispute or disagreement is of such nature, that it cannot be settled as provided for above, then such dispute or disagreement may be submitted to arbitration in accordance with the Rules of the American Arbitration Association in which event, the decision of the arbitrators shall be final and binding upon both parties.

ARTICLE 18: GOVERNING LAWS The laws of the state of New Jersey, excluding its conflict of laws provisions, shall govern the terms of this Agreement and all rights and obligations hereunder. No conflict of laws provisions will be applicable.

ARTICLE 19: ASSIGNMENT All and singular the terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, but any agreement shall not be assignable by either party without the written consent of the other, and shall not become effective to bind Kidde Fire Trainers until it has been approved by the signature of Kidde Fire Trainers President.