TOWN OF CHESHIRE, CONNECTICUT

INVITATION TO BID

FIXTURES, FURNISHINGS, EQUIPMENT
PHASE 3 OF 4
&
DATA, TECHNOLOGY EQUIPMENT
PHASE 4 OF 4

ITB #2526-16

DUE DATE (MARCH 20, 2026)

LEGAL NOTICE

TOWN OF CHESHIRE, CONNECTICUT
INVITATION TO BID

FIXTURES, FURNISHINGS, EQUIPMENT Phase 3 of 4
DATA, TECHNOLOGY EQUIPMENT Phase 4 of 4
DATE DUE MARCH 20, 2026

The Town of Cheshire is seeking competitive bids from qualified and responsible vendors for the supply and delivery of Fixtures, Furnishings, Equipment and Data, Technology Equipment to New Norton Elementary School, 414 Brooksvale Road, Cheshire, CT 06410 for the following Bid Package:

- **Furniture, Fixtures and Equipment**
- **Telephone Equipment**
- **Audiovisual Equipment**
- **Network Equipment & Hardware**
- **Chromebook Charging Carts**

Sealed bids are due by ***2:00 PM on March 20, 2026*** at the Cheshire Town Hall, Town Manager's Office, 84 South Main Street, Cheshire, CT 06410. At that time, bids will be opened in public and read aloud.

Please clearly mark all packages with the following in a sealed opaque envelope:
"Cheshire Public Schools – New Norton Elementary School – Fixtures, Furnishings, Equipment"
"Cheshire Public Schools – New Norton Elementary School – Technology Equipment"

Bid packages will be available for download on **March 6, 2026**. Plans, Specifications, and Instructions to Bidders may be obtained at the Town Website (www.cheshirect.org under "Bids and RFPs") or the Connecticut Department of Administrative Services contracting portal (https://portal.ct.gov/DAS/CTSource/BidBoard).

Questions regarding the work or bid shall ONLY be directed via electronic mail to:
Nicole Tetreault (Tecton Architects) at NicoleT@tectonpc.com with a copy to Vincent Masciana (Cheshire Public Schools) at vmasciana@cheshire.k12.ct.us

The last date for questions is **March 13, 2026**.

The Town of Cheshire reserves the rights to amend or terminate this Request for Bids, 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 sole discretion and judgment, will be in the Town's best interests.

OUTLINE OF BID DOCUMENTS

Description:	Included in Contents of Bid Document	Documents required for bid submittal
Outline of Bid Documents	X	
Invitation to Bid	X	
Standard Instruction to Bidders	X	
General Specifications	X	
Special Provisions (if any)		
Technical Specifications (if any)	X	
Insurance Requirements	X	
Bid Submission Documents:	X	
• Bid Form	X	X
• Bidder's Legal Status Disclosure Form	X	
• Bidder's Certification concerning Equal Employment • Opportunities & Affirmative Action Policy	X	
• Bidder's Non-Collusion Affidavit	X	
• Bidder's Statement of References	X	
Contract (Draft):		
• The Contract in the form attached		
• AIA Document A101-2017 (Standard Agreement)		
• AIA Document A201-2017 (General Conditions)		
Prevailing Wage Information (if applicable)	X	
CHRO Notification to Bidders (if applicable)		
Permits (if any)		
Design Plans (if any)	X	
Attachments (if any)	X	
Addenda (if any)		

INVITATION TO BID

Bid Number:	Bid Issue Date:	Date of Bid Opening:	Time of Bid Opening:
ITB #2526-16	**March 6, 2026**	**March 20, 2026**	**2:00 PM**
Location of Bid Opening:			
Cheshire Town Hall, Town Manager's Office, 84 South Main Street - Cheshire, Connecticut 06410			

The Town of Cheshire is seeking competitive bids from qualified and responsible vendors for the supply and delivery of Fixtures, Furnishings, Equipment, Data and Technology Equipment to New Norton Elementary School, 414 Brooksvale Road, Cheshire, CT 06410.

Lowest responsible and qualified bidder means the bidder whose bid is the lowest of those bidders possessing the skill, experience, demonstrated ability from past performance, and integrity necessary to faithfully perform the work.

One (1) original, one (1) copy, and one (1) electronic copy (on USB drive) of sealed bids must be received in the Cheshire Town Hall, Town Manager's Office, 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (the "Town") will not accept submissions by e-mail or fax. The Town will reject bids received after the date and time noted above.

Bid packages will be available for download on **March 6, 2026**. Plans, Specifications, and Instructions to Bidders may be obtained at the Town Website (www.cheshirect.org under "Bids and RFPs") or the Connecticut Department of Administrative Services contracting portal (https://portal.ct.gov/DAS/CTSource/BidBoard). **Each bidder is responsible for checking the Town's and CT DAS contracting portal 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.**

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

The Town reserves the right to amend or terminate this Request for Bids, 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 sole discretion and judgment, will be in the Town's best interests. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Cheshire (the "Town") is soliciting sealed bids for:

ITB #2526-16	**FIXTURES, FURNISHINGS, EQUIPMENT PHASE 3 OF 4** **DATE, TECHNOLOGY EQUIPMENT PHASE 4 OF 4**

This ITB is not an offer of a purchase order, and no purchase order will exist unless it is approved by the New Generation School Building Committee (NGSBC) and issued by the Town.

Interested parties should submit a bid in accordance with the requirements and directions contained in this ITB. **Bidders are prohibited from contacting any Town employee, officer or official concerning this ITB, except as set forth in Section 7, below. A bidder's failure to comply with this requirement may result in disqualification.**

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

2. OBTAINING THE ITB

All documents that are a part of this Request for Bid may at the Town Website (www.cheshirect.org under "Bids and RFPs") or the Connecticut Department of Administrative Services contracting portal (https://portal.ct.gov/DAS/CTSource/BidBoard).

3. 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.cheshirect.org, under "Bids and RFPs."

Each bidder is responsible for checking the Town's and CT Source 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.

4. PRE-BID CONFERENCE

Pre-Bid Conference:	☐ **YES**	Mandatory:	☐ **YES***
	☒ **NO**		☒ **NO**

*Any bidder who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. Representatives must register at the pre-bid conference and disclose the identity of the firm they represent. Because attendance at the pre-bid conference is mandatory, a bidder's failure to attend and register at the pre-bid conference shall resultin disqualification of the bidders proposal as non-responsive to the solicitation.

Date	Time	Location
N/A	**N/A**	**N/A**

5. KEY DATES

The tentative schedule associated with this ITB will be as follows:

ITB Issue Date	**March 6, 2026**	
Pre-Bid Site Visit	See Pre-Bid Conference (Section 4)	
Deadline for Bidder's Questions	**March 13, 2026** Seven (7) business days before bid opening (See Section 7)	
Final Addenda posting	**March 16, 2026** Four (4) calendar days prior to bid opening (See Section 7)	
Bid Opening	**March 20, 2026**	**2:00 PM**
Preliminary Notice of Award*	**March 26, 2026**	
Purchase Order Issuance*	**April 2, 2026**	

*The Preliminary Notice of Award and Purchase Order Issuance dates shown above are anticipated, not certain, dates.

6. BID SUBMISSION INSTRUCTIONS

Bids must be received in the Cheshire Town Hall, **Town Manager's Office, 84 South Main Street, Cheshire, CT 06410** prior to the date and time the bids 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. Bidders are solely responsible for ensuring timely delivery. The Town will **NOT** accept late bids.

One (1) original, one (1) copy, and one (1) electronic copy (on USB drive) of all bid documents must be submitted in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words **"BID DOCUMENTS,"** and the **Bid Title, Bid Number** and **Bid Opening Date**. 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.

7. QUESTIONS AND AMENDMENTS

Questions concerning the ITB's Documents are to be submitted **in writing** (by e-mail) **only to**:

Name: Nicole Tetreault
Company: Tecton Architects
E-mail: NicoleT@tectonpc.com

With a copy to:

Name: Vincent Masciana
Company: Cheshire Public Schools
E-mail: vmasciana@cheshire.k12.ct.us

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

The appropriate Town representative listed above must receive any questions from bidder no later than **March 13, 2026** seven (7) business days before the bid opening date. Questions received after the foregoing deadline will not be answered. That representative will confirm receipt of a bidder's questions by e- mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this ITB and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least **March 16, 2026** four (4) calendar days prior to bid opening, the Town will post any addenda on the Town's website, www.cheshirect.org, under "Bids and RFPs" and the Connecticut Department of Administrative Services contracting portal (https://portal.ct.gov/DAS/CTSource/BidBoard).

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(s) 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.

8. ADDITIONAL INFORMATION

8.1 **DELIVERY/TIME FOR PERFORMANCE:** TIME IS OF THE ESSENCE with regard to the performance of the services procured through this ITB and the purchase order to be issued by the Town to the selected bidder, if any. Strict compliance with and adherence to the schedule for the services and the Purchase Order is mandatory. If, in the sole opinion of the Town, the selected bidder is not adhering to the project schedule, upon forty-eight (48) hours written notice from the Town to the selected bidder, the Town shall have the right to direct the bidder to increase its manpower to meet the established project schedule (including any milestones) without additional compensation. Any and all such additional labor or supervision shall be at bidder's sole cost and expense and may include, but shall not be limited to, the Town directing the selected bidder to work overtime, work weekends, or any combination thereof, without any additional compensation being due to bidder for

such additional personnel. In addition, the Town shall have the right but not the obligation to supplement the bidder's forces with that of another vendor in order to achieve compliance with the project schedule. All costs attributable to the supplemental labor and supervision of same shall be the sole obligation and responsibility of the selected bidder. Failure to strictly adhere to the schedule (including any milestones) and the provisions of

This paragraph 8.1 shall constitute a material default of bidder's contractual obligations and entitle the Town, in its discretion, to all remedies for default set forth in the purchase order.

8.2 **TERMINATION OF PURCHASE ORDER:** Purchase Order shall remain in force for the period within which the selected bidder must perform as set forth in the bid, unless an extension has been agreed upon as evidenced by an extension executed in writing by both the selected bidder and the Town.

8.3 **ASSIGNMENT:** Bidder shall not assign, transfer or subcontract this purchase order or its obligations hereunder without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion.

8.4 **DEFAULT:** The purchase order may be terminated by the Town by written notice of default to the upon non-performance or breach of the terms as listed in the project manual. The awarded bidder shall be obligated to pay the Town for all losses, damages, costs and expenses, including the cost of re-procurement, and attorney's fees incurred defending claims arising from such default and in seeking recovery of all such costs and expenses from bidder and/or its surety. Upon a termination for cause, the Town shall have no further obligation to issue payments to the bidder until resolution of the dispute.

8.5 **CONFLICT:** To the extent any of the purchase order terms set forth herein conflict with the terms of the form Purchase Order entered into by the parties, the Purchase Order terms shall control.

8.6 **COVID-19**: Bidders shall anticipate and incorporate into their bids all potential costs and delays related to a public health emergency such as the COVID-19 coronavirus pandemic, including the cost of compliance with rules, regulations, guidelines and recommendations issued by public authorities. Potential costs may include but are not limited to, costs related to inefficiency, lost productivity, delays of performance, social distancing, manpower levels, project scheduling, coordination, material/product supply chain delays and disruptions, delivery delays, material escalation, and any other potential costs. In no event shall the Town be liable for any such costs and/or delays. **"NOT APPLICABLE"**

8.7 **COMPLIANCE with Requirements of Funding Source**:

Project Funded (in whole or in part)	X **YES** **NO**
Funding Source:	**N/A**

The successful bidder shall comply with all federal, state and local laws, ordinances, regulations and municipal Charter requirements, as well as all guidelines and requirements

for the funding source noted above, if applicable.

8.8 **ACKNOWLEDGEMENT of Market Conditions**: Bidders acknowledge, by submitting a bid, that inflationary market conditions exist. Bidder has priced increased and escalated labor, equipment and material costs into its bid and taken into consideration the market conditions when pricing the work.

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

9. 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.

10. OWNERSHIP OF BIDS

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

11. FREEDOM OF INFORMATION ACT

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

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

12. REQUIRED DISCLOSURES

In its Bid Form each bidder must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this ITB, including but not limited to any of the Contract Terms contained in Section 28, below;
- If it is listed on the State of Connecticut's or United States Government (including any agency thereof) Debarment List;

- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All resolved and pending arbitration and litigation matters in which the bidder or any of its principals (regardless of place of employment) has been involved within the last seven (7) years;
- All criminal proceedings in which the bidder or any of its principals (regardless of place of employment) has ever been the subject; and
- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of bids or bids or the performance of work on public works projects or contracts.

A bidder's acceptability based on these disclosures lies solely in the Town's discretion. A failure to disclose or an inaccurate response shall, in the Town's sole discretion, be grounds for disqualification.

13. REFERENCES

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

14. 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.

15. PROPOSAL (BID) SECURITY ("BID BOND")

Proposal (Bid) Security Required:	☐ **YES** ☒ **NO**

Each bid must be accompanied by a certified check of the bidder or a proposal (bid) bond with a surety acceptable to the Town in an amount of equal to at least **FIVE PERCENT (5%)** of the bid amount for all contracts exceeding $50,000. 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 bidder, 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 bid.

Upon the successful bidder's execution of the Contract in the form enclosed with this ITB , the Town shall return the proposal (bid) security to the successful bidder and to all other bidders. By submitting a bid, the bidder expressly agrees that if awarded a contract for the Project, the bidder shall, within five (5) business days of receipt of notice of award, sign the contract provided by the Town without alteration or modification by the bidder.

16. 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 it is capable of performing the work to achieve the Town's objectives. If applicable, each bidder shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its bid.

17. SUBSTITUTIONS

(THIS ITEM IS NOT APPLICABLE TO THIS ITB)

18. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

19. 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 require from the successful bidder a complete, certified copy of any required insurance policy.

20. PERFORMANCE SECURITY

Performance Security Required:	☐ **YES**	☒ **NO**
Payment Bond Required:	☐ **YES**	☒ **NO**

The successful bidder shall furnish security covering the faithful performance of the Contract (the "Performance Security") if the contract exceeds $25,000. The Performance Security shall be in the form of a surety bond for the full amount of the contract, and in a form reasonably acceptable to the Town. The Performance Security shall be issued by a company licensed by the State of Connecticut that is a T List surety and has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Performance Security shall be included in the bid price.

In addition to the Performance Security, the successful bidder shall furnish a bond covering the successful bidder's payment to its subcontractors and suppliers of all obligations arising under the Contract (the "Payment Bond").

The Payment Bond shall be (a) in the full amount of the Contract price; (b) in a form reasonably

acceptable to the Town; and (c) issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide and is on the T List. The cost of the Payment Bond shall be included in the bid price.

The Payment Bond and Performance Bond shall be provided to the Town no later than the execution of the contract and in, all cases, PRIOR to the commencement of work.

21. DELIVERY ARRANGEMENTS

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

22. AWARD CRITERIA / SELECTION / CONTRACT EXECUTION

Bid to be publicly opened:	☒ **YES** ☐ **NO**

Unless otherwise noted above, all proposals will be acknowledged in public or be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers 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 in most ITBs, it will not be the only basis for award. Due consideration may also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this ITB.

The Town will not award the bid to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, charge, contract, security or any other obligation. If the lowest bidder meets all specifications, is responsive, and, if applicable, qualified, but the bid is not acceptable to the Town Manager or, if applicable, the Public Building Commission or the Board of Education, the matter must be referred to the Town Council for its decision on whether to reject all bids, to accept a higher bid, or to take such other action as may be in the Town's best interests.

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, <u>only</u> if and when a Contract is fully executed by the Town and the bidder.

If the bidder does not execute the Contract within five (5) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any bid security provided by the bidder and may enter into discussions with another bidder.

The Key Dates for the Preliminary Notice of Award and Contract Execution dates noted in Section 5 are anticipated, not certain, dates.

23. 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.

24. NONRESIDENT REAL PROPERTY CONSTRUCTION CONTRACTORS

If the successful bidder is a “nonresident contractor” as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with a copy of the requisite certificate of compliance set forth in § 12-430(7)(E).

The successful bidder agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful bidder’s activities under the Contract.

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

25. 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.

26. NON COLLUSION AFFIDAVIT

Each bidder shall submit a completed Bidder's Non-Collusion Affidavit that is part of this ITB.

27. MUNICIPAL PUBLIC WORKS CONTRACT REQUIREMENTS

(THIS ITEM IS NOT APPLICABLE TO THIS ITB).

28. CONTRACT TERMS

A contract template has been provided with this Request for Bid. By submitting a bid, the Bidder acknowledges and agrees that it will execute the contract submitted to it for execution by the Town, without alteration or modification by the Bidder, within five (5) days of receipt of notice of award.

The following provisions are among the 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, it must disclose that inability or unwillingness in its Bid Form (see Section 12 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, boards, commissions, committees, 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 performance of the contract, including but not limited to 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 any 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 or Contract.

"In each of its contracts with subcontractors or materials suppliers, the successful bidder shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful bidder receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful bidder 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 bidder, 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 bidder 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/PRODUCTS

The Town may inspect the successful bidder'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 bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

Work shall conform with the State of Connecticut Department of Transportation Form 819, as amended and the Town of Cheshire Guidelines and Specifications for Public Improvements which are available on the Town's website at: www.cheshirect.org

Should an apparent conflict between these two specifications arise then the Contractor shall submit a request for resolution of the discrepancy in writing and the Town shall respond in writing as to which better satisfies the intent of the design and will take precedence.

f. REJECTED WORK OR MATERIALS

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

g. MAINTENANCE AND AVAILABILITY OF RECORDS

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

h. SUBCONTRACTING

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 assure 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

State law requires that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town.

A successful bidder who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

Upon Contract award, the successful bidder must certify under oath to the State Labor Commissioner the pay scale to be used by the successful bidder and its subcontractors. The applicable prevailing wage rates are included with this ITB.

j. PREFERENCES

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

k. WORKERS COMPENSATION

Prior to commencing work on the Project, the successful bidder shall furnish to the Town (1) sufficient evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Conn. Gen. Stat. section 31-284, and (2) a current statement from the State Treasurer that, to the best of his knowledge and belief, as of the date of the statement, the particular party was not liable to the state for any workers' compensation payments made pursuant to section 31-355. Contact the State Treasurer's Office for such statements.

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 bidder 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 Contract, including but not limited to:

1. **Non-Discrimination and Affirmative Action.** Bidder, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Bidder that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Bidder further agrees that this article, (and any additional provisions required by law), will be incorporated by Bidder in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" are hereby deemed to be included in all Town bid documents, purchase orders, lease and contracts entered into with the Town. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes (CGS), Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972.

   If this project is funded in whole or in part by State funds, CGS Sections 46a-68c through 46a-68k shall apply to contractors. These Sections trigger affirmative action plan requirements for contractors and the filing of compliance reports with the State by contractors.

2. **Executive Orders.** The contract may be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it.

The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. **Connecticut's Prevailing Wage Law Provision**. If applicable, the Bidder must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is $1,000,000 or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is $100,000 or more.

   For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the Bidder's monthly certificate for payment. The Bidders should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

4. **Occupational Safety and Health Administration Requirements**. According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least $100,000 shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

5. **Payment Bond/Performance Bond State Law Requirements**. CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over $100,000.

When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than $500,000 additional laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

6. **State of Connecticut Contractor Prequalification Program**.

   (THIS ITEM IS NOT APPLICABLE TO THIS ITB).

7. **Non-Resident Contractor 5% Tax For Contracts**. CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least $250,000, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts."

   As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing Department.

8. **Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE)**. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical

disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Connecticut CHRO pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

The contractor agrees to provide the CHRO with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

The contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on the project.

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

The contractor agrees to provide the CHRO with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

9. The successful bidder shall:

   (a) Comply fully with all federal and state antidiscrimination and contract compliance laws, and shall not discriminate or permit a discriminatory practice to be committed;

   (b) Cooperate fully with the Connecticut CHRO;

   (c) Submit periodic reports of its employment and subcontracting practices in such a form, in such a mariner and at such a time as may be prescribed by the commission;

   (d) Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and sub- contracts;

   (e) Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;

   (f) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that th.is provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

   (g) Not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the commission;

   (h) Make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter relating to a contract compliance review; and

   (i) Include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met; and

   (j) Undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

10. Contractor shall comply in all respects with the requirements of Connecticut General Statutes Section 4a-60g (Set-aside programs for small contractors and minority business enterprises).

n. <u>LICENSES AND PERMITS</u>

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.

o. AMENDMENTS

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

p. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

q. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

r. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of any court of the State of Connecticut, as applicable.

s. 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.

t. COMPLIANCE WITH SOLID WASTE DISPOSAL ACT

The successful bidder shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

u. NON-DISCRIMINATION

The successful bidder agrees to comply with Executive Order 11246, including the inclusion of the Equal Employment Opportunity Clause in every contract and purchase order entered into with subcontractors and suppliers as required by 41 CFR 60-1.4, as supplemented by the Department of Labor Regulations.

No person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of the Contract. Bidders agree that contractors and subcontractors on this Project shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

END OF STANDARD INSTRUCTIONS TO BIDDERS

GENERAL SPECIFICATIONS

Specifications - Purchase and Installation of Technology Components

Mitel Phone Purchase and Installation for Norton Elementary School:

Bid Request - Please provide a Total Price to Purchase, Install, and Configure the Mitel Phones, as follows:

- Mitel 6910 IP Phone - Quantity: 20
- Mitel 6907 IP Phone - Quantity: 45
- Mitel 6920w IP Phone - Quantity: 2
- Mitel 6915 v2 IP Phone Ip with 3.5” LCD - Quantity 1

Specifications and Additional Information (Applies to Mitel ITB for both schools):

- Project requirements include removing the network phone equipment from two existing schools and installing and reconfiguring the equipment in two new school buildings.
- An addendum with unit pricing, quantity and total price for each item being purchased from the included component list must be included with the bid.
- Substitutions to the items being purchased are not permitted.
- A detailed breakdown for the labor to complete the project includes unboxing, room placement and connection, installation, configuration and testing of the phone devices and overall system operation must be included in the bid.
- The Town of Cheshire reserves the right to award some or all of the purchase and installation components of this Invitation to Bid.
- Bidder must have extensive and recent experience with the installation and configuration of IP Mitel phone systems. Certifications, if available, should be included with the response to the Invitation to Bid.

Networking Equipment and Installation for Norton Elementary School:

Bid Request - Please provide a Total Price to Purchase, Install, and Networking Equipment, as follows:

Part Number	Description	Manufacturer	Quantity
Q9Y62AAE	HPE Aruba Networking Central AP Foundation 10-year Subscription E-STU	Hewlett Packard Enterprise	77
R3K02AAE	HPE Aruba Networking Central Switch Class-3 Foundation 10-year Subscription E-STU	Hewlett Packard Enterprise	25
R3K07AAE	HPE Aruba Networking Central Switch Class-5 Foundation 10-year Subscription E-STU	Hewlett Packard Enterprise	2
R9W90A	HPE Aruba Networking CX 8100 48x10G SFP+ 4x40/100G QSFP28 FB Airflow 3Fan 2AC PSU Switch Bundle	Hewlett Packard Enterprise	2
H83Z7E	Aruba 3Y FC NBD Exch 8100 40/48p SVC [for R9W90A]	Hewlett Packard Enterprise	2
JL748A	HPE Aruba Networking 10G SFP+ LC SR 300m MMF TAA Transceiver	Hewlett Packard Enterprise	22
JH234A	HPE Networking X242 40G QSFP+ to QSFP+ 1m Direct Attach Copper Cable	Hewlett Packard Enterprise	2
R8S90A	HPE Aruba Networking CX 6300M 48p HPE Smart Rate 1/2.5/5G Class8 PoE 2p 50G 2p 25G Switch	Hewlett Packard Enterprise	25
H63R5E	Aruba 3Y FC NBD Exch 6300M 48p SR5 PoE SVC [for R8S90A]	Hewlett Packard Enterprise	25
JL086A	HPE Aruba Networking X372 54VDC 680W 100-240VAC Power Supply	Hewlett Packard Enterprise	50
JL487A	HPE Aruba Networking 25G SFP28 to SFP28 0.65m Direct Attach Cable	Hewlett Packard Enterprise	25
JL488A	HPE Aruba Networking 25G SFP28 to SFP28 3m Direct Attach Copper Cable	Hewlett Packard Enterprise	25
S0Q50A	HPE Aruba Networking AP-675EX (US) Tri Radio 2x2 Wi-Fi 6E Internal Omni-Directional HazLoc AP	Hewlett Packard Enterprise	5
H02LLE	HPE ANW 3Y FC NBD Exch AP-675EX SVC [for S0Q50A]	Hewlett Packard Enterprise	5
JW053A	HPE Aruba Networking AP-270-MNT-V2 Outdoor AP Short Arm Pole/Wall Mounting Bracket	Hewlett Packard Enterprise	5
S1G85A	HPE Aruba Networking AP-755 (US) Tri Radio 4x4 Wi-Fi 7 Internal Antennas Campus Access Point [S0H11A based pricing]	Hewlett Packard Enterprise	8
H05FDE	HPE ANW 3Y FC NBD Exch HW AP-75x SVC [H05BNE based pricing]	Hewlett Packard Enterprise	8
S1G43A	HPE Aruba Networking AP-735 (US) Tri Radio 2x2 Wi-Fi 7 Internal Antennas Campus Access Point [S0H13A based pricing]	Hewlett Packard Enterprise	64
H04VJE	HPE ANW 3Y FC NBD Exch HW AP-73x/74x SVC [H04RTE based pricing]	Hewlett Packard Enterprise	64
S4K79A	HPE Aruba Networking AP-MNT-U Campus Access Point Type U Universal Mount Bracket Kit [S0J40A based pricing]	Hewlett Packard Enterprise	72
GXT5LI-3000LVRT2UXLN	Vertiv Liebert GXT5 Lithium-Ion N Online UPS 3000VA/2700W 120V Tower/Rack UPS	Vertiv	2
VEBCLI-48VRT1U	Vertiv Liebert GXT5 Lithium-Ion 48V 1U External Battery Cabinet	Vertiv	2
VP4N30AP	rPDU, Monitored Unit Level EC, 30A, 120V, 2.8kW, Vertical, (24) NEMA 5-20R, 10ft power cord with L5-30P, Black Powder Coat.	Vertiv	2
GXT5LI-2000LVRT2UXLN	Vertiv Liebert GXT5 Lithium-Ion N Online UPS 2000VA/2700W 120V Tower/Rack UPS	Vertiv	10
VP4N30AP	rPDU, Monitored Unit Level EC, 30A, 120V, 2.8kW, Vertical, (24) NEMA 5-20R, 10ft power cord with L5-30P, Black Powder Coat.	Vertiv	10
PAPGXTLI-1K3KLF	Bundled Start-up Service AND 5-Year On-site Emergency Response - Vertiv™ Liebert® GXT5 LI UP TO 3 KVA with LIFE Services	Vertiv	12
PAPGXTLI-48VBATT	Bundled Start-up Service AND 5-Year On-site Emergency Response - External Battery Cabinets (48V)	Vertiv	2
Vendor Choice	25' Cat6A Patch Cable	Vendor Choice	7
Vendor Choice	5' Cat6A Patch cable	Vendor Choice	70

Link to the spreadsheet for this list is here
https://docs.google.com/spreadsheets/d/1ztS2UTzueXEtounrlVyGvhX5lA-TzXGw/edit?usp=sharing&ouid=107742639899017551807&rtpof=true&sd=true

Specifications and Additional Information (Applies to Networking ITB for both schools):

- An addendum with unit pricing, quantity and total price for each item being purchased from the included component list must be included with the bid.
- Substitutions to the items being purchased are not permitted.
- A detailed breakdown for the labor to complete the project include unboxing, MDF/IDF and location placement and connection, installation, configuration and testing of the network devices and overall system operation must be included in the bid.
- The Town of Cheshire reserves the right to award some or all of the purchase and installation components of this Invitation to Bid.
- Bidder must have extensive and recent experience with the installation and configuration of IP Mitel phone systems. Certifications, if available, should be included with the response to the Invitation to Bid.

TECHNICAL SPECIFICATIONS

(Not Applicable)

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The General Contractor and all Subcontractors shall carry the following insurances for the duration of the Project, in coordination with the GENERAL CONDITIONS OF THE CONTRACTOR FOR CONSTRUCTION AND THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. Insurance companies shall be licensed to do business in the State of Connecticut.

		(Minimum Limits)
General Liability*	Each Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products/Completed Operations Aggregate	$2,000,000
Auto Liability*	Combined Single Limit (Each Accident)	$1,000,000
Umbrella*	Combined single Limit (Each Occurrence)	$1,000,000
(Excess Liability)	Aggregate	$1,000,000
Professional Liability	Each Occurrence	$2,000,000
	Aggregate	$2,000,000

* The Town of Cheshire and State of Connecticut shall be named as “Additional Insured.” Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

Workers Compensation and Employers' Liability:

a. Projects not involving roofing work: Statutory limits.
b. Projects involving roofing work: Statutory limits Including employers' liability of $500,000.00/$500,000.00/$500,000.00.

Special Hazards: For projects involving underground work or explosives provide per the limit of general liability insurance the following:

a. Type C - Collapse or Structural Integrity
b. Type U - Underground Damage
c. Type X - Explosion or Blasting

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

END OF INSURANCE REQUIREMENTS

BID SUBMISSION DOCUMENTS

Date:

Mr. Sean Kimball, Town Manager
Town of Cheshire
84 South Main Street
Cheshire, CT 06410

Pursuant to and in compliance with your Invitation to Bid relating thereto, the Undersigned,

_____

(Company Name)

having visited the site, familiarized himself with the conditions present and carefully examined the Contract Documents together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by Tecton Architects, pc, hereby offers and agrees as follows:

Bidders shall provide a bid for each package elected. To provide all materials, all labor and all else whatsoever necessary to install and properly finish all work in connection with **FF&E and Technology/Data Equipment for the New Norton Elementary School** to the satisfaction of the Owner and Architect for the Lump Sum as follows:

BID PACKAGE #	DESCRIPTION	LUMP SUM PRICE (WRITTEN AND NUMBERS)
1	FURNITURE, FIXTURES, & EQUIPMENT	
2	Audio Visual Equipment	
3	Chromebook/Tablet Charging Carts	
4	Telephones	
5	Network Equipment & Hardware	

CHANGE ORDERS

For work performed by a Contractor the cost to the Owner may include an Allowance for overhead and profit not to exceed fifteen (15) percent on the contractors' own labor and equipment and ten (10) percent on materials, supplies, rental equipment, and subcontractor work.

If the net value of a change results in a credit from the contractor, the credit shall be the net cost without overhead or profit.

ADDENDA

Acknowledgment is hereby made of the following addenda supplements to the Drawings and Specifications:

Addendum No._____Dated _____	Addendum No._____Dated _____
Addendum No._____Dated _____	Addendum No._____Dated _____
Addendum No._____Dated _____	Addendum No._____Dated _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have;

2. Not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition. The foregoing statement subscribed to by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to the applicable section of the General Laws of the State of Connecticut as most recently amended.

VENDOR QUALIFICATIONS

1. The undersigned company has been in business under its present name for_____years.
2. The undersigned company has had_____years' experience in work similar to that described in the bid documents for this project.
3. List below projects the undersigned company currently has under contract as of this date:

Contract Sum	Class of Work	% Complete	Name & Address of Owner

4. List below a minimum of three (3) projects the undersigned company has performed in the past five (5) years, which are representative of this project and would qualify you for this work:

Contract Sum	Class of Work	Name & Address of Owner

5. **If applicable complete the following; if not applicable state N/A:**

   a. Has the undersigned company ever failed to complete awarded work? (If the answer is yes, please provide location, date, and reason below)

   _____

   _____

   b. Has any officer or partner of the undersigned company, while performing in the capacity of an officer, partner, or individual owner of another organization, ever failed to complete an installation contract? (If yes, please state below the following information: name of individual(s), name(s) of organization and reason(s)

   _____

   _____

6. List the number of all litigation or arbitration proceedings, including out-of-court settlements initiated by or against you within the past three (3) years, including all pending cases.

   _____

   _____

   _____

7. Has your company within the past 5 years been the subject of a claim filed formally or informally by an Owner, Program Manager for failure to meet a deadline, a milestone, a schedule, or the

completion of a project? Circle the appropriate response: YES NO

If yes, state the project, location, Owner, subcontractor (if applicable) and by whom the claim was filed:

_____

_____

8. Has your company within the past 5 years paid liquidated damages or a penalty for failing to meet a deadline, a milestone, a schedule, or the completion of a project? Circle the appropriate response: YES NO

   If yes, state the project, location, Owner, subcontractor (if applicable) and by whom the claim was filed:

9. Has your company within the past 5 years filed a formal or informal claim to an Owner, Program Manager or for acceleration, delay, and/or other types of recovery costs.
   Circle the appropriate response: YES NO

   If yes, state the project, location, and to whom the claim was filed and the dollar amount.

10. In accordance with Public Act 03-215 (an act concerning State construction contracts), complete the following items if your bid is in excess of $500,000:

    a) Do you have a DAS Pre-Qualification Certificate: YES NO

    b) List classifications that you are pre-qualified for:

    _____

    _____

    _____

OTHER REQUIREMENTS

Termination or Amendment

The Town reserves the rights to amend or terminate this RFP, to reject any or all respondents, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the Town's sole judgment, will be in its best interests. The Town reserves the right to ask any respondent to clarify its response or to submit additional information that the Town in its sole discretion deems desirable.

In addition, the Town may, before or after statement opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any addenda will be transmitted to all shortlisted firms via email from Colliers Project Leaders.

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 Request for Proposals,

accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal.

Proposer's Full Knowledge and Contract Terms

A. Presumption of Proposers Full Knowledge

Each proposer is responsible for having read and understood the entirety of this RFP, all appendices, and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its submission 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 RFP or the provision or goods or performance of the work described herein.

By submitting a package, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this RFP, and it is capable of performing the work/delivering/installing the goods 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 submission.

The Town reserves its right to request additional information from proposers, subsequent to the opening of bids. The proposer is solely responsible for the costs of its proposal. Submitted proposals are the Town's property and will not be returned. Any and all information received from proposers is subject to the Freedom of Information Act (FOI) and may be disclosed to the general public. If any information is deemed to be proprietary and confidential by the proposer, it shall be indicated at the time of proposal submission. The proposer shall be prepared to defend not disclosing any such information pursuant to a FOI request.

B. Contract Terms

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the Successful Proposer. The making of a preliminary award to a proposer does not constitute a contract and does not provide the proposer with any rights and does not impose upon the Town any obligations. A proposer has rights, and the Town has obligations, only if and when a contract is executed by the Town and the proposer. By offering a submission to this RFP the respondent certifies that it has not divulged to, discussed or compared its proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever.

a. COMPLIANCE WITH IMMIGRATION LAWS

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 the Immigration Reform and Control Act ("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.

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. INSURANCE

The Successful Proposer shall maintain and keep in force, at its sole cost and expense, at least the insurance listed in the Insurance Requirements in the Appendices.

e. WORKERS COMPENSATION

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

f. 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 submission and the performance of the work described in the contract.

g. 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.

h. AMENDMENTS

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

C. Site Visits by Proposers

While a site visit is not mandatory, by submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Owner's objectives. Such full knowledge includes any knowledge arising from visiting the site, examining the area, and thoroughly familiarizing itself with all the visible conditions of the property.

- There will be no formal walkthrough on site.
- If a proposer wishes to visit the site, they shall first coordinate with the Chief Project Officer to ensure there are no issues or security concerns. Proposers shall contact Vincent Masciana – vmasciana@cheshire.k12.ct.us - 203-250-2424 if they wish to visit the site.

ENCLOSURES:

Included with this bid proposal are:

1. Bid Package Summary Sheets for bid package on which you are bidding
2. AIA Form 310-2019 Bid Bond

By: _____

Title: _____

Business Name: _____

Address: _____

Telephone Number/Fax Number: _____

Email: _____

Contract will be mailed out to the address listed above

PAYMENT REMITANCE ADDRESS:

_____
Street Address

_____
City, State & Zip code

Type Mark	Count	Manufacturer	Model	Description	Substitute	Unit Cost	Eligible Cost	Ineligible Cost	Total Cost
B-AC1	25	Childcraft	5000242	Alphabet Squares Carpet - Rectangle - 8' x 12' - Cool Tone					
B-AC1a	6	Childcraft	5000242	Alphabet Squares Carpet - Rectangle - 8' x 12' - Neutral					
B-AC6	2	AWT	DR-18-100	Double-Sided Portable Drying Rack					
B-AC22	2	Carpets for Kids	9120	Mini Go Rounds/Squares Seating; Set of 12; 16" Rounds					
B-AC23	1	Skutt		Skutt KM1027 Kiln; 240 Volts; 48 Amps; 11520 Watts; 1 Phase					
B-AC24	5	Childcraft	5003035	Rainbow Colored Squares Carpet; Rectangle; 8' x 12'					
B-AC25	2	Joy Carpets Inc.	1462XLE	Kid Essentials Note Worthy Elementary Round Carpet 13'2" dia.					
B-AC28	10	National Public Seating	DY85	Dolly For 8500 Series Chairs					
B-B2	5	WB Manufacturing LLC	LRS1180-366012-AL	Modular Bookcase Single Sided - 60" H x 36"W x 12"D					
B-B5	2	WB Manufacturing LLC	LRS1180-366012-AL	Modular Bookcase Single Sided - 60" H x 36"W x 12"D					
B-C5	16	SitOnIt	1101	Mika; Wire Rod; Upholstered					
B-C12	20	Fomcore	FK007-18x3	Lotus Series - 3" Lily Pad					
B-C14	20	Fomcore	F015	Arch Bench 60 with glides; 18" High					
B-C15	11	Fomcore	F008	Bump bench with glides; 18" high					
B-C19	8	Fomcore	F028	Three Step; Glides					
B-C28	300	National Public Seating	8500	8500 Series Ultra-Compact Plastic Stack Chair					
B-D5	1	WB Manufacturing LLC	ELS6071-ADJ	WB Mfg ELO Rectangle: 24x60					
B-F2	3	Safco	4994BLR & 4995BLR	5-Drawer Steel Flat File for 24" x 36" Documents; Closed Base to be included					
B-L1	8	WB Manufacturing LLC	LRD1150-364823-AL	Modular Double Sided Bookcases; hidden dual wheel non-locking casters - 36w x 48h x 22.75D					
B-L2	8	WB Manufacturing LLC	LRS1180-366012-AL	Modular Bookcase Single Sided - 60" H x 36"W x 12"D					
B-L4	3	Fomcore	FK501-18x15x18	Lotus Series - Log Ottoman					
B-L5	5	Fomcore	FK501-18x15x18	Lotus Series - Log Ottoman					

B-L6	2	WB Manufacturing LLC	LBN2020-483012	Single Sided Book Browser;48Wx30H					
B-L7	16	WB Manufacturing LLC	LRD1150-364823-AL	Modular Double Sided Bookcases; hidden dual wheel non-locking casters - 36w x 48h x 22.75D					
B-L8	6	WB Manufacturing LLC	LRS1180-366012-AL	Modular Bookcase Single Sided - 60" H x 36"W x 12"D					
B-L9	2	WB Manufacturing LLC	KMCTREE-1	Reading Tree 48"Dia x 96"H; 14" H soft seating by fomcore					
B-L10	1	Fomcore	F005 & F101	Combo Products - DAISY COMBO (30" round ottoman and petal ottomans)					
B-L11	4	WB Manufacturing LLC	LCS1170-374816-AC/C	Book Nook Series - Mobile Single Sided Curved Bookcase with fixed shelves - 16x37x48					
B-L12	4	WB Manufacturing LLC	LCS1255-624816-AC/C	Book Nook Series - Mobile Single Sided Curved Bookcase with fixed shelves - 16x62x48					
B-L13	1	Fomcore	F186 - F187 - F188	Foam Rocks- multiple sizes (releasing Jan 2026); Cobble Stone; Skipper Stone; Drift Stone					
B-L14	3	Fomcore	FF003	Fōm Filled - 3' Fōm Bean Bag					
B-L15	3	Fomcore	F165-24.5x31.5x32	Lotus Series - Rock'n Roller 29"H					
B-L16	1	Fomcore	F005 - FK032 - FK501-18x15x48	Combo Products - CAMPFIRE COMBO (30" round ottoman; 3-traiangle flames; 4-48"H ottomans)					
B-L17	2	WB Manufacturing LLC	LBN2020-363012	Single Sided Book Browser;36Wx30H					
B-L18	2	Fomcore	PA007	Lily Dolly Cart; 27Lx21Wx35H					
B-L19	1	Fomcore	FK064; FK065; FK067; FK068 (LARGE)	Lil Explorer 1 Combo					
B-NR1	4	Clinton Industries	3620	Hardwood Leg Couch Model 3620 with 016 Adjustable Wedge Headrest					
B-NR2	1	Smirthwaite		Hi-Riser Changing Bench; 55x23-5/8x12 inches					

B-O7A	1	Interior Concepts	PANEL WALLS	Custom 1" Panel Walls - Floor Mount w/Anchor; Wall Mount Kit; FLSP6030 Fabric Laminate Split Pnl 60h x30w (Actual Size 60h 30w); FLSP6042 Fabric Laminate Split Pnl 60h x42w (Actual Size 60h 42w); LLSP6042 Laminate Split Pnl 60h x42w (Actual Size 60h x 42w). Vendor to coordinate layout for approval and installation. To be secured to floor; combination of whiteboard and tackable walls. Shorter height panel walls along exterior. CAD available upon request.					
B-O7B	1	Interior Concepts	PANEL WALLS	Custom 1" Panel Walls - Floor Mount w/Anchor; Wall Mount Kit; FLSP6030 Fabric Laminate Split Pnl 60h x30w (Actual Size 60h 30w); FLSP6042 Fabric Laminate Split Pnl 60h x42w (Actual Size 60h 42w); LLSP6042 Laminate Split Pnl 60h x42w (Actual Size 60h x 42w). Vendor to coordinate layout for approval and installation. To be secured to floor; combination of whiteboard and tackable walls. Shorter height panel walls along exterior. CAD available upon request.					

B-O7C	1	Interior Concepts	PANEL WALLS	Custom 1" Panel Walls - Floor Mount w/Anchor; Wall Mount Kit; FLSP6006 Fabric Laminate Split Pnl 60h x06w (Actual Size 60h 6w); LLSP6042 Laminate Split Pnl 60h x42w (Actual Size 60h 42w); LP3030 Laminate Panel 30h x30w (Actual Size 27h 30w); TLSP6030 Tackable Lam Split Pnl 60h x30w (Actual Size 60h 30w); TLSP6042 Tackable Lam Split Pnl 60h x42w (Actual Size 60h 42w)					
B-O7D	1	Interior Concepts	PANEL WALLS	Custom 1" Panel Walls - Floor Mount w/Anchor; Wall Mount Kit; FLSP6006 Fabric Laminate Split Pnl 60h x06w (Actual Size 60h 6w); LLSP6042 Laminate Split Pnl 60h x42w (Actual Size 60h 42w); LP3030 Laminate Panel 30h x30w (Actual Size 27h 30w); TLSP6030 Tackable Lam Split Pnl 60h x30w (Actual Size 60h 30w); TLSP6042 Tackable Lam Split Pnl 60h x42w (Actual Size 60h 42w)					
B-S3	39	Safco	6253 & 6256	48 x 18 Industrial 6 Shelf Pack; Include Post Kit (6256)					
B-S6	6	Safco	6252 & 6256	36 x 18 Industrial 6 Shelf Pack; Include Post Kit (6256)					
B-T3	6	WB Manufacturing LLC	ELS7088-ADJ	WB Mfg ELO Rectangle: ELO7088 36x36					
B-T7	10	WB Manufacturing LLC	ELS7804-ADJ	Reef table - 30x54					
B-T9	14	WB Manufacturing LLC	ELS7092-ADJ	ELO Activity Table - 36x60; height adjustable legs					
B-T12	20	WB Manufacturing LLC	ELO7194-EJA	ELO Round Table - 60" dia; no plastic bookbox					
Grand Total:									

Type Mark	Count	Manufacturer	Model	Description	Substitute	Unit Cost	Total Cost
AV-3	1	Lu	Uno	Lu Uno Interactive Display Projector			
Grand Total:							

Type Mark	Count	Manufacturer	Model	Description	Substitute	Unit Cost	Total Cost
TE-8	35	Power Technologies	AC-Plus-T	Mobile Tablet/Chromebook Charging Cart			
Grand Total:							

Type Mark	Count	Manufacturer	Model	Description	Substitute	Unit Cost	Total Cost
TE-1	45	Mitel	6907	Mitel 6907 IP Phone	No Substitutions		
TE-2	20	Mitel	6910	Mitel 6910 IP Phone	No Substitutions		
TE-3	2	Mitel	6920w	Mitel 6920w IP Phone	No Substitutions		
TE-4	1	Mitel	6915 v2	Mitel 6915 v2 IP Phone with 3.5" LCD	No Substitutions		
Grand Total:							

Type Mark	Count	Manufacturer	Model	Description	Unit Cost	Total Cost
	77	Hewlett Packard Enterprise	Q9Y62AAE	HPE Aruba Networking Central AP Foundation 10-year Subscription E-STU		
	25	Hewlett Packard Enterprise	R3K02AAE	HPE Aruba Networking Central Switch Class-3 Foundation 10-year Subscription E-STU		
	2	Hewlett Packard Enterprise	R3K07AAE	HPE Aruba Networking Central Switch Class-5 Foundation 10-year Subscription E-STU		
	2	Hewlett Packard Enterprise	R9W90A	HPE Aruba Networking CX 8100 48x10G SFP+ 4x40/100G QSFP28 FB Airflow 3Fan 2AC PSU Switch Bundle		
	2	Hewlett Packard Enterprise	H83Z7E	Aruba 3Y FC NBD Exch 8100 40/48p SVC [for R9W90A]		
	22	Hewlett Packard Enterprise	JL748A	HPE Aruba Networking 10G SFP+ LC SR 300m MMF TAA Transceiver		
	2	Hewlett Packard Enterprise	JH234A	HPE Networking X242 40G QSFP+ to QSFP+ 1m Direct Attach Copper Cable		
	25	Hewlett Packard Enterprise	R8S90A	HPE Aruba Networking CX 6300M 48p HPE Smart Rate 1/2.5/5G Class8 PoE 2p 50G 2p 25G Switch		
	25	Hewlett Packard Enterprise	H63R5E	Aruba 3Y FC NBD Exch 6300M 48p SR5 PoE SVC [for R8S90A]		
	50	Hewlett Packard Enterprise	JL086A	HPE Aruba Networking X372 54VDC 680W 100-240VAC Power Supply		
	25	Hewlett Packard Enterprise	JL487A	HPE Aruba Networking 25G SFP28 to SFP28 0.65m Direct Attach Cable		
	25	Hewlett Packard Enterprise	JL488A	HPE Aruba Networking 25G SFP28 to SFP28 3m Direct Attach Copper Cable		
	5	Hewlett Packard Enterprise	S0Q50A	HPE Aruba Networking AP-675EX (US) Tri Radio 2x2 Wi-Fi 6E Internal Omni-Directional HazLoc AP		
	5	Hewlett Packard Enterprise	H02LLE	HPE ANW 3Y FC NBD Exch AP-675EX SVC [for S0Q50A]		
	5	Hewlett Packard Enterprise	JW053A	HPE Aruba Networking AP-270-MNT-V2 Outdoor AP Short Arm Pole/Wall Mounting Bracket		
	8	Hewlett Packard Enterprise	S1G85A	HPE Aruba Networking AP-755 (US) Tri Radio 4x4 Wi-Fi 7 Internal Antennas Campus Access Point [S0H11A based pricing]		
	8	Hewlett Packard Enterprise	H05FDE	HPE ANW 3Y FC NBD Exch HW AP-75x SVC [H05BNE based pricing]		
	64	Hewlett Packard Enterprise	S1G43A	HPE Aruba Networking AP-735 (US) Tri Radio 2x2 Wi-Fi 7 Internal Antennas Campus Access Point [S0H13A based pricing]		
	64	Hewlett Packard Enterprise	H04VJE	HPE ANW 3Y FC NBD Exch HW AP-73x/74x SVC [H04RTE based pricing]		
	72	Hewlett Packard Enterprise	S4K79A	HPE Aruba Networking AP-MNT-U Campus Access Point Type U Universal Mount Bracket Kit [S0J40A based pricing]		
	2	Vertiv	GXT5LI-3000LVRT2UXLN	Vertiv Liebert GXT5 Lithium-Ion N Online UPS 3000VA/2700W 120V Tower/Rack UPS		
	2	Vertiv	VEBCLI-48VRT1U	Vertiv Liebert GXT5 Lithium-Ion 48V 1U External Battery Cabinet		
	2	Vertiv	VP4N30AP	rPDU, Monitored Unit Level EC, 30A, 120V, 2.8kW, Vertical, (24) NEMA 5-20R, 10ft power cord with L5-30P, Black Powder Coat.		
	10	Vertiv	GXT5LI-2000LVRT2UXLN	Vertiv Liebert GXT5 Lithium-Ion N Online UPS 2000VA/2700W 120V Tower/Rack UPS		
	10	Vertiv	VP4N30AP	rPDU, Monitored Unit Level EC, 30A, 120V, 2.8kW, Vertical, (24) NEMA 5-20R, 10ft power cord with L5-30P, Black Powder Coat.		
	12	Vertiv	PAPGXTLI-1K3KLF	Bundled Start-up Service AND 5-Year On-site Emergency Response - Vertiv™ Liebert® GXT5 LI UP TO 3 KVA with LIFE Services		
	2	Vertiv	PAPGXTLI-48VBATT	Bundled Start-up Service AND 5-Year On-site Emergency Response - External Battery Cabinets (48V)		
	7	Vendor Choice	Vendor Choice	25' Cat6A Patch Cable		
	70	Vendor Choice	Vendor Choice	5' Cat6A Patch cable		
Grand Total:						

ACKNOWLEDGEMENT

In submitting this Bid Form, the undersigned bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the ITB. Except as otherwise expressly stated in the ITB, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to the ITB (*Check One*)

_____ This bid does not take exception to any requirement of the ITB, including but not only any of the Contract Terms set forth in Section 27 of the Standard Instructions to Bidders.

- OR -

_____ This bid takes exception(s) to certain of the ITB requirements, including but not only the following Contract Terms set forth in Section 27 of the Standard Instructions to Bidders.

Exceptions Taken: _____

_____

_____

(Attach additional sheets necessary to fully describing each such exception)

2. State Debarment List (*Check One*)

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 ofany 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 suchcitation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid?

☐ **YES*** ☐ **NO** *(*If checked YES, attach a sheet fully describing each such matter*)

4. Arbitration/Litigation

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

☐ **YES*** ☐ **NO** *(*If checked YES, attach a sheet fully describing each such matter*)

5. Criminal Proceedings

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

   ☐ **YES*** ☐ **NO** *(*If checked YES, attach a sheet fully describing each such matter*)

6. Ethics and Offenses in Public Projects or Contracts

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

   ☐ **YES*** ☐ **NO** *(*If checked YES, attach a sheet fully describing each such matter*)

PROPOSAL (BID) SECURITY (*Check One*)

☐ **YES** ☐ **NO** The bidder has included herein the required certified check or proposal (bid) bond in the amount of 5% of the bid amount.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUSTBE 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. BIDDER AGREES THAT IT WILL SIGN CONTRACT PROVIDED BY THE TOWN, WITHOUT MODIFICATIONS OR ALTERATIONS, WITHIN FIVE (5) DAYS OF AWARD.

BY _____ TITLE:_____
(PRINT NAME)

_____ DATE:_____
(SIGNATURE)

END OF BID FORM

LEGAL STATUS DISCLOSURE FORM

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

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

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name: _____

Street Address: _____

Mailing Address (*if different from Street Address*):_____

Owner's Full Legal Name: _____

Number of years engaged in business under sole proprietor or trade name: _____

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

☐ YES* ☐ NO *(If YES, please state the full street address (not a post office box) of that "permanent place of business.") _____

IF A CORPORATION:

Bidder's Full Legal Name: _____

Street Address: _____

Mailing Address *(if different from Street Address*):_____

Owner's Full Legal Name: _____

Number of years engaged in business: _____

Names of Current Officers:

_____	_____	_____
President	Secretary	Chief Financial Officer

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

☐ YES* ☐ NO *(If YES, please state the full street address (not a post office box) of that "permanent place of business.") _____

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name: _____

Street Address: _____

Mailing Address (*if different from Street Address*):_____

Owner's Full Legal Name: _____

Number of years engaged in business: _____

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

_____	_____
Name & Title (if any)	*Residential Address (street only)*
_____	_____
Name & Title (if any)	*Residential Address (street only)*
_____	_____
Name & Title (if any)	*Residential Address (street only)*
_____	_____
Name & Title (if any)	*Residential Address (street only)*
_____	_____
Name & Title (if any)	*Residential Address (street only)*

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

☐ YES* ☐ NO *(If YES, please state the full street address (not a post office box) of that "permanent place of business.") _____

IF A PARTNERSHIP:

Bidder's Full Legal Name: _____

Street Address: _____

Mailing Address *(if different from Street Address*):_____

Owner's Full Legal Name: _____

Number of years engaged in business: _____

Names of Current Partners:

_____	_____
Name & Title (if any)	*Residential Address (street only)*
_____	_____
Name & Title (if any)	*Residential Address (street only)*
_____	_____
Name & Title (if any)	*Residential Address (street only)*
_____	_____
Name & Title (if any)	*Residential Address (street only)*

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

☐ YES* ☐ NO *(If YES, please state the full street address (not a post office box) of that "permanent place of business.") _____

****

_____
Legal Name of Bidder *(print)*

_____
Bidder's Representative, Duly Authorized *(signature)*

_____
Name of Bidder's Authorized Representative *(print)*

_____
Title of Bidder's Authorized Representative

_____
Date

END OF LEGAL STATUS DISCLOSURE FORM

BIDDER'S CERTIFICATION

Concerning Equal Employment Opportunities
And Affirmative Action Policy

I/we, the bidder, certify that:

1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, http://www.cslib.org/exeorder3.htm) and will comply with federal Executive Order 11246 (https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246).

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.

9) I/we have read and understand the ITB Documents and all addenda, and our bid has been made on the basis thereof.

****

_____
Legal Name of Bidder *(print)*

_____
Bidder's Representative, Duly Authorized *(signature)*

_____
Name of Bidder's Authorized Representative *(print)*

_____
Title of Bidder's Authorized Representative

_____
Date

BIDDER'S NON COLLUSION AFFIDAVIT

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 Cheshire 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 Cheshire to consider its bid and make an award in accordance therewith.

_____
Legal Name of Bidder *(print)*

_____
Bidder's Representative, Duly Authorized *(signature)*

_____
Name of Bidder's Authorized Representative *(print)*

_____
Title of Bidder's Authorized Representative

_____
Date

Subscribed and sworn to before me this_____day of_____, 2024.

_____
Notary Public
My Commission Expires:

BIDDER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME_____

   ADDRESS_____

   CITY_____STATE_____ZIP_____

   TELEPHONE:_____

   INDIVIDUAL CONTACT NAME AND POSITION _____

   _____

2. BUSINESS NAME_____

   ADDRESS_____

   CITY_____STATE_____ZIP_____

   TELEPHONE:_____

   INDIVIDUAL CONTACT NAME AND POSITION _____

   _____

3. BUSINESS NAME_____

   ADDRESS_____

   CITY_____STATE_____ZIP_____

   TELEPHONE:_____

   INDIVIDUAL CONTACT NAME AND POSITION _____

   _____

END OF STATEMENT OF REFERENCES

CONTRACT

(Draft in the form attached)

____CONTRACT

[PROPOSAL TITLE]
[ITB number]

This Contractis made as of the_____day of_____, 20___(the "Effective Date"), by and between the Town of Cheshire, 84 South Main Street, Cheshire, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and ***[name and address of successful bidder]*** (the "Contracting Party").

RECITALS:

WHEREAS, the Town has issued an Invitation to Bid for ***[bid title]*** (the "ITB"), a copy of which, along with any addenda, is attached and expressly incorporated herein as Exhibit A;

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

WHEREAS, the Town has selected the Contracting Party to perform the Work (as definedin 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 27 (the "Contract Terms") of the Standard Instructions to Bidders.

2. Term - ***[placeholder]***

3. Contract Includes Exhibits; Order of Construction - The Contract includes the ITB (Exhibit A) and the Bid (Exhibit B), which are both made a part hereof. In the event of a conflict or inconsistency between or among this document, the ITB, and the Bid, this document shallhave 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

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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 as is permitted by the Town Charter.

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.

In addition, the Town also reserves for itself the right to terminate the contract for the Town's convenience, without cause. In the event of a termination for convenience by the Town, the Town's sole liability and obligation to the Contracting Party shall be to pay the Contracting Party for the work and materials properly provided as of the date of the termination. In no event shall the Town be liable for indirect, consequential, incidental, punitive, special or other damages

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

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

   If to the Town:

   Vincent J. Masciana
   Chief Project Officer
   Cheshire Public Schools
   29 Main Street
   Cheshire, CT 06410 vmasciana@cheshire.k12.ct.us

   If to the Contracting Party:

   [name, address, fax and e-mail]

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.

9. Warranty - Contracting Party warrants that all products sold and delivered to Town under the Contract shall conform strictly to the technical specifications in the ITB and Bid.

10. Indemnification and Hold Harmless - Contracting Party (a) will jointly and severally defend, indemnify and hold harmless Town, WPCA and their respective officers, officials, employees, boards, commissions, agents and representatives (collectively the "Town

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Indemnities") from and against all claims, losses, liabilities, damages, costs and expenses (including without limitation reasonable fees and expenses of attorneys incurred in investigation or defense of any action or proceeding) (collectively "Claims") arising out of or related to: (i) any breach of any covenant or agreement of Contracting Party contained in this Agreement, (ii) any negligence, gross negligence, or willful or intentional misconduct by Contracting Party or any of its personnel; and (iii) any breach of any representation or warranty of Contracting Party contained in this Agreement; (b) Promptly after receipt by Town of notice of any third-party Action in respect of which indemnity may be sought against Contracting Party, Town will notify Contracting Party in writing of the Town's Assertion, but the failure to so notify Contracting Party will not relieve Contracting Party of any liability it may have to Town, except to the extent Contracting Party has suffered actual prejudice thereby. Contracting Party will be entitled to participate in and, to the extent Contracting Party elects by written notice to Town within thirty (30) days after receipt by Contracting Party of notice of such Town's Assertion, to assume the defense of such Town's Assertion, at Contracting Party's own expense, with counsel chosen by them which will be reasonably satisfactory to Town.

With respect to any such Town's Assertion, Town will promptly provide Contracting Party with: (i) notice and copies of any documents served upon Town; and (ii) all reasonable cooperation which Contracting Party deems necessary to defend such Town's Assertion, including, without limitation, providing Contracting Party and its outside attorneys access to any potentially relevant documents, information, or individuals within the control of Town, other than any privileged documents.

Notwithstanding that Contracting Party may have elected by written notice to assume the defense of any Town's Assertion, Town will have the right to participate in the investigation and defense thereof, with separate counsel chosen by Town, but in such event the fees and expenses of Town (above those which would otherwise have been incurred) and such separate counsel will be paid by Town.

Contracting Party will not without the written consent of Town with respect to any Town Assertion: (A) settle or compromise any Action or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to Town of a duly executed written release of Town from all liability in respect of such Action, which release will be reasonably satisfactory in form and substance to counsel for Town, or (B) settle or compromise any Action in any manner that, in the reasonable judgment of Town or its counsel, will adversely affect Town other than as a result of money damages or other money payments.

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

TOWN OF CHESHIRE

By_____
Sean M. Kimball
Its Town Manager, Duly Authorized

Date:_____

[CONTRACTING PARTY LEGAL NAME]

By_____

Its_____Duly Authorized

Date:_____