



Town of Durham

Office of the First Selectman
P.O Box 428
Durham, CT 06422

Invitation to Bid
HVAC System-Public Works Garage

Bid Due Date
January 6, 2026, 2:00 P.M.

Board of Selectmen

Brendan Rea, First Selectman

Robert Chadd, Selectman

Tom Hennick, Selectman

TOWN OF DURHAM
INVITATION TO BID
HVAC System-Public Works Garage

ITB Issue Date: 12/9/25

Mandatory Walk-through: 12/18/25 at 9:00 a.m.

Request for Information: 12/26/25 at 9:00 a.m.

Proposals Due: 1/6/26 at 2:00 p.m.

1. Invitation to Bid (Legal Notice)
2. General Conditions & Instructions to Bidders
3. General Specifications
4. Signature and Authority Affidavit Form (submit with bid)
5. Affirmative Action Affidavit (submit with bid)
6. Bid Proposal Form (submit with bid)

REQUIREMENTS

- | | |
|-----------------------------------|-------------------------------------|
| • Certificate of Insurance and W9 | <u> x </u> Yes, upon bid award |
| • Vendor References | <u> x </u> Yes, submit w/bid |
| • Bid Bond/Cashier's Check (10%) | <u> x </u> Yes, submit w/bid |
| • Performance Bond (100%) | <u> x </u> Yes, submit w/contract |
| • Required Statements Above | <u> x </u> Yes, submit w/bid |

Town of Durham
Legal Notice
Invitation to Bid

The Town of Durham is seeking competitive bids for the purchase and installation of an HVAC system at the Town of Durham Public Works Garage, 20 Cream Pot Rd., Durham, CT 06422.

All Bids must be in a sealed envelope and shall be clearly marked with **“HAVC System-Public Works Garage”**. Sealed bids will be accepted in the First Selectman’s Office, 30 Town House Road, Durham, CT 06422, until 2:00 p.m. January 6, 2026, at which time they will be publicly opened and read. Faxed or emailed Bids will not be accepted.

Mandatory Walk Thru will be December 18, 2025 at 9:00 a.m.

Specifications and bid documents may be obtained from the address above, at www.townofdurhamct.org or <https://portal.ct.gov/DAS/CTSource/BidBoard> by calling (860) 349-3625.

Bidders must comply with all the provisions listed in the proposal.

Brendan Rea, First Selectman
December 9, 2025

Introduction of Invitation to Bid:

The Town of Durham, CT (hereinafter referred to as "the Town") is seeking proposals from qualified and responsible vendors to provide the purchase and installation of an HVAC system at the Town of Durham Public Works Garage, 20 Cream Pot Rd., Durham, CT 06422.

Submission Instructions

The timeline listed below is the Town's estimation of time required to complete the bid process. All efforts shall be made to abide by this schedule, but the Town maintains the right to change this schedule dependent upon evolving circumstances.

Bid Issued: December 9, 2025

Bid Proposals Due: January 6, 2026, by 2:00 p.m.

Bid Closing Date and Time:

One (1) original, and (1) copy of your completed and signed proposal, in the exact order and manner required, must be received at the Durham Town Hall, Office of the First Selectman, in a sealed envelope marked "**HVAC System – Public Works Garage**" no later than: January 6, 2026 by 2:00 p.m. Proposals received after specified date and time will not be accepted. Vendors are responsible for prompt delivery of their proposals.

Submit your proposal package either by mailing or hand delivering to: Town of Durham, Office of the First Selectman, 30 Town House Road, PO Box 428, Durham, CT 06422.

Additional Information

All requests for additional information and/or questions should be directed, in writing, to Charlie Bedo at cbedo@townofdurhamct.org or no later than December 26, 2025 at 9:00 a.m.

Project Objectives

The Town of Durham is seeking bids from qualified and responsible entities for a complete and code-compliant heating and cooling system for the 40' x 60' Public Works facility. The system shall include all equipment, materials, controls, and labor necessary for full installation and operation.

Scope of Work

The specifications listed below set forth the necessary requirements to install an HVAC system at the Public Works Garage.

1. System Requirements

- Furnish and install adequate heating and cooling equipment sized appropriately for the facility.
- All equipment must comply with current local, state, and federal codes and standards.
- Electrical power for all new equipment shall be provided as part of this contract, including wiring, disconnects, and any required upgrades.

2. Existing Conditions

- The building is currently heated by a propane Trinity TS80 boiler supplying the radiant floor only and will remain.
- The contractor shall review existing conditions and determine all modifications needed to integrate new systems.

3. Contractor Responsibilities

- Perform all required alterations to the existing building systems, including mechanical, electrical, and structural modifications, as needed for installation.
- Provide all permits, inspections, and documentation required for code compliance.
- Verify proper operation of the complete system upon completion.
- All work must be completed by May 1, 2026.

Mandatory Walk-Through

Bidders shall attend a **mandatory walk-through**. At the mandatory walk-through, bidders will be provided with floor plans of the Public Works Garage and will have the opportunity to observe the proposed location of the new HVAC system, as well as the existing building and electrical infrastructure.

Date: December 18, 2025, at 9:00 a.m. 20 Cream Pot Road, Durham, CT 06422

Proposal Requirements

1. Bidder must have all necessary federal and state licenses, as well as intellectual property rights, to authorize it to do business in Connecticut, sell/transfer/distribute hardware listed in this bid and fully perform its contract with the Town.
2. Delivery, installation, training, and implementation time may affect award of bid.
3. Bidder shall attend a mandatory walk-through or the bid shall be rejected.
4. Bidder must provide any/all standard manufacturer's service/operating literature and warranties that may be included with the equipment. All warranties shall be effective the day the equipment is delivered to the Public Works Garage.
5. Envelope(s) must be plainly marked BID **"HVAC System – Public Works Garage"**.
6. Bids must be submitted on the bid sheet.
7. Bidder will indicate estimated delivery time frame in weeks from the order date on the bid sheet.
8. Proof, satisfactory to the Town, of all certifications, licenses and insurances shall be submitted with the bid.
9. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits or modifies any of the terms and conditions and/or specifications of the Invitation to Bid.
10. Alternate bids will not be considered unless specifically requested in the original bid package. An alternate bid is defined as one which is submitted in addition to the Bidder's Base Bid set forth in the Invitation to Bid. Town shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.
11. Each Bidder, by signing and submitting a bid, represents that the Bidder has read and understands the specifications documents and all addendums, and the bid has been made in accordance therewith. Moreover, by submitting a bid, each bidder acknowledges and agrees that it will, within five (5) business days of receipt of notice of award from the Town, execute the contract provided by the Town without alteration or modification.
12. Each Bidder recognizes and agrees that the Town is subject to the Freedom of Information Act of the Connecticut General Statutes and, as such, any information contained in or submitted with or in connection with Bidder's bid is subject to disclosure if required by law or otherwise. Bidder expressly waives any claims that Bidder or any of its successors and/or assigns has or may have against the Town or any of its directors, officers, employees or authorized agents as a result of any such disclosure.
13. Each Bidder represents that it is qualified, based on multiple successful similar projects in Connecticut in the past five (5) years, to fully perform the work required by the Bid Documents. When specifically requested, the Town shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his/her obligations under the Contract, and the Bidder shall furnish the Town all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Town that the Bidder is qualified to carry out properly the terms of the Contract.

Evaluation Criteria

Proposals will be evaluated based on the following:

- | | |
|------------------------------------|-------|
| 1. Compliance with Requirements | (20%) |
| 2. Experience and Qualifications | (20%) |
| 3. Technical Solution and Features | (20%) |
| 4. Cost | (20%) |
| 5. Support and Maintenance Plan | (10%) |
| 6. References and Past Performance | (10%) |

ITB General Terms and Conditions:

ITB Amendments

The Town reserves the right to modify the schedule or issue amendments to this bid at any time. The Town also reserves the right to cancel or reissue the bid. It is the bidder's responsibility to monitor for and obtain any amendments that may be issued.

Vendor's Cost to Develop Proposal

Costs for developing proposals in response to this bid are entirely the obligation of the vendor and shall not be chargeable in any manner to the Town.

Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the submission time specified in this bid, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for closing of the bid.

Rejection of Proposals – Waiver of Informalities or Irregularities

The Town reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Town.

The Town reserves the right to terminate or amend this process at any time.

Single Response

A single response to the bid may be deemed a failure of competition. In such case the Town reserves the right to terminate or reissue the bid, or to negotiate with submitting vendor.

Proposal Validity Period

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the Town and the successful vendor.

Bid Price Hold Requirement

The bid price submitted shall remain firm and unchanged for the duration of the project, from award through final completion and acceptance. No price increases, surcharges, or additional costs will be permitted.

Public Records

Documents submitted in response to this request for proposals become a public record upon submission to the Town, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

Contract Award and Execution

The Town reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted on the most favorable terms the vendor can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the Town.

The Town reserves the right to request clarification of information submitted and to request additional information from any vendor.

The general terms, conditions, and specifications of the bid as proposed by the Town and the successful vendor's response, as amended by agreements between the Town and the vendor, will become part of the contract documents. Additionally, the Town will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.

The vendor selected as the apparently successful vendor will be expected to enter into a contract with the Town. The Town reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this bid, and which is not approved by the Town Attorney.

If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the Town may elect to cancel the award and award the contract to the next responsible vendor.

Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, permits, fees, taxes, and similar subjects.

Prevailing Wage

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790, **if applicable**.

Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by vendors responding to this bid shall become the property of the Town.

Confidentiality of Information

All information and data furnished to the vendor by the Town, and all other documents to which the vendor's employees have access during the term of the contract, shall be treated as confidential to the Town. The successful vendor will be expected to enter into a nondisclosure agreement with the Town. Any oral or written disclosure to unauthorized individuals is prohibited.

Closing Comments

All orders are subject to the attached Terms and Conditions without exception or modifications.

Signature and Authority Affidavit Form

BIDDING COMPANY NAME: _____

FEIN (Federal Employer ID Number)

OR

Social Security (if Sole Proprietorship)

Address: _____

City _____ State _____ Zip _____

Number of years in Business _____

Name the person to contact for questions concerning this bid.

Name _____

Title _____

Phone _____

Cell _____

Email Address _____

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid. By signing below, the Bidder certifies that the bid price shall remain firm through project completion and acceptance.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

AFFIRMATIVE ACTION/EEO AFFIDAVIT

Town of Durham Public Works Garage – HVAC System

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we, the respondent, certify to the TOWN OF DURHAM that:

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

_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Bid Proposal
Town of Durham Public Works Garage – HVAC System

Contact Name:

Company Name:

Address:

City, State, ZIP

Phone:

Email:

Equipment Cost:

\$

Warranty Cost:

\$

Labor Cost:

\$

Installation:

\$

Total Project Cost:

\$

Printed Name of Signatory:

Signature:

Date:

TOWN OF DURHAM, CONNECTICUT

PURCHASE ORDER TERMS AND CONDITIONS

1. Agreement. No changes, conditions or agreements other than those stipulated herein are to govern this purchase order ("Order") unless expressly made in writing and mutually agreed to. Acceptance of this Order constitutes acceptance of all terms and conditions stated herein.
2. Prices. This Order shall not be filled at prices or fees higher than those shown on the Order without the written authority of the Purchaser. If this Order is not priced, it shall not be filled at prices higher than those last quoted or charged the Purchaser, unless prices shall have been authorized in writing by the Purchaser. The Purchaser shall be protected against declining prices on the undelivered portion of this Order. Seller may elect to meet price reductions, but if Seller should refuse to do so, the Purchaser shall have the right to cancel any or all of the balance due on this Order without cost or penalty.
3. Invoices. No invoice shall be delivered by the Seller to any employee of the Town of Durham. All invoices, in duplicate, shall be mailed to the Town of Durham, CT, Accounts Payable, PO Box 428, 30 Town House Road, Durham, CT 06422, unless instructed to do otherwise in writing. Invoices may also be emailed to accountspayable@townofdurhamct.org.
4. Delivery. Time is of the essence in the Seller's fulfillment of the Order. Delays in shipment shall be reported immediately by the Seller to the Purchaser. The Purchaser reserves the right to cancel this Order if delivery is not made within a reasonable period of time from the date of this Order or as expressly set forth in the Order. Prices are considered "FOB Durham, CT" with transportation charges prepaid on all Orders; charges for freight, express, cartage or packing will not be allowed or paid by the Purchaser unless expressly stated on the Order. The Risk of Loss shall remain with the Seller and delivery shall not be deemed to be complete until the goods and/or services have been actually received and accepted by the Purchaser.
5. Inspection & Acceptance. All goods, labor, materials, and services are subject to inspection and approval by the Purchaser. If goods are rejected, goods will be returned at Seller's expense. The Purchaser reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples, or descriptions. Acceptance of any part of the Order shall not bind the Purchaser to accept future shipments, nor deprive it of the right to return goods already accepted.
6. Quantity. The quantity of goods delivered must be that specified in the Order with variations limited to those established by custom or usage. All changes in quantity must be approved in writing by an authorized agent of the Purchaser. The Purchaser reserves the right to return excess shipments at the Seller's expense.
7. Defects. By accepting this Order, the Seller acknowledges that the goods covered by this Order are satisfactory for the purposes intended by the Purchaser, if previously disclosed to Seller, and that any defect in such goods may occasion special damages to the Purchaser.
8. Conforming Goods. Acceptance of all or any part of the goods shall not be deemed to be a waiver of the Purchaser's right to either cancel or to return all or any portion of the goods because of failure to conform to the Order, or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages including special damages occasioned to the Purchaser. Such rights shall be in addition to any other remedies provided by law.
9. Payment Discounts. It shall be understood that the cash discount period will date from the Purchaser's RECEIPT of the invoice and not from the DATE of the invoice.
10. Worker's Compensation and Insurance. If this Order includes any labor or work on any premises other than those of the Seller, the Seller, in accepting the Order agrees:
 - a. Not to transfer this Order nor any part thereof to any person, firm or corporation without the prior consent of the Purchaser, but to give personal attention and superintendence to the work, and that the Purchaser shall be at liberty to place other contractors at work on the premises during the continuance of the work under this Order, for the execution of such other work as may be necessary and that are not included in this Order.
 - b. To maintain such insurance as will protect the Seller from claims under workmen's compensation, employer's liability, commercial general liability insurance, automotive liability insurance for any other claims for personal injury or property damage which may arise by reason of the performance of any work under this Order; to deliver to the Purchaser; a certificate of insurance, policy endorsements, and/or other evidence of such reasonable insurance coverage limits reasonably satisfactory to Purchaser, and further, to the fullest extent allowed by law, to defend, protect, indemnify and save the Purchaser harmless from any and all liabilities arising from injuries to mechanics, laborers or any other persons whatsoever employed in the performance of said work or otherwise employed on or coming upon or near said premises from and against damage to property adjacent thereto, and from and against any and all liabilities for damage or injury to any persons or property whatsoever in any manner to the extent resulting from or caused by the performance of this Order, or any work relating thereto or any portion of said work by Seller.
 - c. Minimum types and limits of insurance shall be as follows:
 - a) Commercial General Liability insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from the goods or services identified in this Order.
 - \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$2,000,000 general aggregate
 - \$2,000,000 products-completed operations aggregate
 - (b) Coverage for ongoing operations, independent contractors, and any persons or entities performing services on behalf of the Seller.
 - (c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the applicable statute of repose.

- (d) An endorsement stating that "limits apply per sale."
 - (e) Contractual liability coverage.
 - (f) Contain a severability or separation of insureds clause.
 - (g) An additional insured endorsement (on ISO form CG 20 10 or CG 20 26 and form CG 20 37, or equivalent acceptable to the Purchaser) naming the Additional Insureds (defined below) as additional insureds.
 - (h) The insurance maintained by the Seller shall be primary with respect to the interest of the Purchaser, and any other insurance or self-insurance maintained by the Purchaser, or the other Additional Insureds is in excess and shall not contribute to Seller's insurance in all instances regardless of any like insurance that the Purchaser or the other Additional Insureds may have.
 - (i) Waiver of Subrogation endorsement in favor of the Purchaser, the other Additional Insureds, and their respective insurers. The Purchaser, the other Additional Insureds, and their respective insurers retain all rights of subrogation.
2. Commercial Automobile Liability coverage to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by the Seller or its subcontractors and suppliers, including each of the following:
- (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to subcontractors or others providing services to the Seller).
 - (c) Waiver of Subrogation endorsement in favor of the Purchaser, the other Additional Insureds, and their respective insurers. The Owner, the other Additional Insureds, and their respective insurers retain all rights of subrogation.
3. Seller's Pollution Liability coverage with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate (with coverage for asbestos-related claims).
4. Follow-form umbrella (excess) liability insurance with a limit of \$5,000,000 each occurrence in excess of the general liability, employer's liability and business automobile liability coverage required of Seller under this Section. Such insurance shall contain a provision that it will not be more restrictive than primary insurance. Aggregate limits of liability shall apply separately with respect to the Order. Waiver of Subrogation endorsement in favor of the Purchaser, the other Additional Insureds, and their respective insurers. The Purchaser, the other Additional Insureds, and their respective insurers retain all rights of subrogation.
5. Workers' Compensation insurance, including employer's liability, for all persons whom the Seller employs (or uses as subcontract labor if the subcontractor is uninsured) in carrying out any services related to this Order. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Order is delivered or services are performed, and shall include the following:
- (a) Coverage A (Workers' Compensation) - Statutory
 - (b) Coverage B (Employer's Liability)
- At a minimum, the following limits and coverages:
- \$1,000,000 for each accident, for bodily injury by accident
 - \$1,000,000 for each employee, for bodily injury by disease
 - \$1,000,000 for each disease policy limit
- (c) Waiver of Subrogation endorsement in favor of the Purchaser, the other Additional Insureds, and their respective insurers. The Purchaser, the other Additional Insureds, and their respective insurers retain all rights of subrogation.
 - (d) Contain endorsements that provide: Voluntary Compensation
6. Professional Liability Insurance. If the Seller is required to furnish professional services as part of this Order, the Seller shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five million (\$5,000,000) per claim and five million (\$5,000,000) in the aggregate.

Additional Insureds.

To the fullest extent permitted by law, the Seller shall cause the primary and excess or umbrella policies for Commercial General Liability, Automobile Liability and Seller's Pollution Liability to include the Purchaser, and its directors, trustees, officials, officers, committee members, agents, employees, consultants and representatives, and any other person or entity stated on the Order (collectively, the "Additional Insureds") as additional insureds for claims caused in whole or in part by the Seller's negligent acts or omissions or defects in the goods and/or labor and/or services provided by Seller. The additional insured coverage shall be primary and non-contributory to any of the Additional Insureds' insurance policies and shall apply to both ongoing and completed operations. The Seller shall provide the Purchaser with an additional insured endorsement evidencing the Seller's compliance with its obligations to name additional insureds pursuant to this Section which endorsement shall be ISO Endorsement satisfactory to the Purchaser. If the subject of this Order is funded in whole or in part by the State of Connecticut (including any of its agencies or departments, or branches), the State of Connecticut and its directors, members of governing boards, committee members, officials, officers, employees, managers, beneficiaries, agents and representatives shall also be Additional Insureds as required by this Section.

The State of Connecticut (as defined above) is an Additional Insured: Yes__ No_x_

The insurance provisions set forth herein shall survive the delivery and acceptance of the goods and/or labor, and/or services set forth in this Order, termination of this Order, or full or partial performance of this Order, to the maximum extent allowed by law.

11. Patent Infringement. To the fullest extent allowed by law, the Seller agrees to defend, indemnify and hold harmless the Purchaser from and against all costs, damage, loss or expense, including reasonable attorneys' fees, which the Purchaser may incur or undergo in the event of any suit, claim, or proceedings being brought against the Purchaser for the infringement of any letters patent of the United States of America by reason of the sale and/or use of any device, design or apparatus furnished by the Seller under this Order; including any actual or claimed trademark, patent or copyright infringement.

12. Regulatory Compliance. In filling this Order, Seller represents and covenants that all goods, labor, services and materials used to fill this Order are produced and/or provided in compliance with all applicable existing local, federal, and state laws, codes, rules, and regulations, including but not limited to those regarding labor, wages, hours and materials.

13. OSHA Requirements. Seller agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and warrants that all goods, labor, materials, and services furnished under this Order will conform to and comply with said standards and regulations. Seller further agrees to indemnify and hold harmless the Purchaser for all damages suffered by the Purchaser as a result of Seller's failure of the goods, labor, materials or services furnished under this Order to so comply. Seller agrees to furnish Material Safety Data Sheet as applicable for hazardous or potentially hazardous products.

14. Non-Discrimination. The Seller agrees and warrants that in the fulfillment of this Order it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, mental disability, or physical disability including, but not limited to blindness, mental impairment, gender identity, or sexual orientation unless it is shown by Seller that such disability prevents performance of that which must be done to successfully fulfill the terms of this Order or in any manner which is prohibited by the laws of the United States or the State of Connecticut and further agrees to provide the Connecticut Human Rights and Opportunities Commission with such information requested by the Commission concerning the employment practices and procedures of the Seller.

15. Warranty. Seller expressly warrants that the goods covered by this Order are of merchantable quality and satisfactory and safe for consumer use.

a. Warranty of Merchantability. Goods provided by the Seller under this Order shall be merchantable. All goods provided shall be of good quality, within the description given by the Purchaser, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the Purchaser, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Seller or on the container or label.

b. Warranty of Fitness for a Particular Purpose. When Seller has reason to know or knows any particular purpose, for which the goods are required, and the Purchaser is relying on the Seller's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

c. Warranty of Title. Seller shall, in providing goods to the Purchaser, convey good title in those goods, whose transfer is right and lawful. All goods provided by the Seller shall be delivered free from any security interest, lien, or encumbrance. Goods provided by the Seller shall be delivered free of any rightful claim of any person by patent, copyright, infringement or the like.

16. Indemnification. To the maximum extent allowed by law, Seller shall defend, indemnify and hold harmless the Purchaser, its officers, agents and employees ("Indemnitees") from and against any and all damages, claims, liabilities, demands, suits, judgments, penalties and costs (including reasonable attorneys' fees and expenses) and all liability imposed by law, for or on account of damage to property or death of or injury to any person or persons (including property and employees of the Purchaser), breach of contract, and breach of warranty but only to the extent arising or resulting from any negligent act or omission of, act, omission, willful misconduct, breach of contract or breach of warranty by, or the fault of the Seller or anyone for whom the Seller is responsible in the performance of the Order or the work, goods, labor, materials, or services provided by the Seller, its employees, agents or subcontractors pursuant to this Order. This indemnification will survive the delivery and acceptance of the goods and services set forth in this Order, termination of this Order, or full or partial performance of this Order, to the maximum extent allowed by law.

If the subject of this Order is funded in whole or in part by the State of Connecticut (including any of its agencies or departments, or branches), the State of Connecticut and its directors, members of governing boards, committee members, officials, officers, employees, managers, beneficiaries, agents and representatives shall also be Indemnitees as required by this Section.

The State of Connecticut (as defined above) is an Indemnitee: Yes__ No_x_

17. Taxes. The Town of Durham, CT is exempt from State of Connecticut sales tax. Seller shall not include sales taxes on invoices.

18. Gratuities. By accepting this Order, the Seller represents and warrants that no arrangement has been made with the Purchaser or any person or agency to solicit or secure this Order upon an agreement or understanding for gratuity, commission, percentage, brokerage or contingent fee, in any form, to any person excepting bona fide employees of the Seller.

19. Governing Law. This Purchaser and Seller expressly agree that this Order shall be construed in accordance with and governed by the laws of the State of Connecticut, and if applicable, the laws and regulations of the United States.

20. Termination for Convenience. Purchaser may, by written notice to Seller, terminate the Order, or any part thereof, for any or no reason, for Purchaser's convenience. Upon notice of termination, Seller shall immediately stop all work and cause its suppliers and/or subcontractors to stop all work in connection with the Order. If Purchaser terminates for convenience, Purchaser shall pay Seller for goods and services accepted as of the date of termination, and subject to Purchaser's approval, which approval shall not be unreasonably withheld, for Seller's actual and reasonable out of pocket costs incurred directly as a result of such termination. Incidental costs or other consequential damages or costs of any kind or nature shall not be compensable by Purchaser, and are irrevocably abandoned and waived by Seller. Purchaser shall have no responsibility or liability for and work performed by Seller after Seller's receipt of Purchaser's notice of termination.

21. Termination for Cause. Purchaser may, by written notice to Seller, terminate the Order, or any part thereof, if Seller breaches any of the terms and conditions of the Order, becomes insolvent or files for bankruptcy protection. By way of example, (a) failure by Seller to

make timely, complete and conforming delivery of goods and services, or (b) breach of the representations or warranties set forth in this Order, shall entitle Purchaser to terminate the Order for cause. If Purchaser terminates for cause, Purchaser shall have no payment obligations to Seller. Should a court of competent jurisdiction subsequently determine that Purchaser's termination for cause was wrongful or unjustified, then such termination shall be automatically considered a termination for convenience under Section 20, and Seller shall have rights under that provision, but no other rights or claims for damages of any kind or nature, which claims are irrevocably abandoned and waived by Seller.

22. **Damages.** Without limiting Purchaser's rights and remedies at law or in equity, Purchaser reserves the right to charge Seller for any loss, expense (including reasonable attorneys' fees) or damage sustained as a result of Seller's failure to deliver conforming goods, labor, materials, or services or other breach of the Order, including without limitation, expenses incurred in connection with Purchaser's purchase of substitute goods, incidental damages and consequential damages resulting from Seller's failure or breach.

23. **Entire Agreement.** This Order contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modification, termination or waiver shall be binding on the Purchaser unless in writing signed by an authorized representative of the Purchaser. No modification or waiver shall be deemed effected by Seller's acknowledgement or confirmation containing other or different terms. All titles to clauses contained in this Order are for identification only and shall not be construed as being a substantive part of the Order.

24. **Certification as to No Use of Natural Gas Waste or Oil Waste.** For all Orders related to either (a) the purchase or acquisition of materials to be used to construct, repair or maintain any publicly owned and/or maintained road or real property within the Town of Durham or (b) the performance of services to construct, repair or maintain any publicly owned and/or maintained road or real property within the Town of Durham:

By accepting this Order, the Seller certifies that in connection with this Order: (a) no materials containing natural gas waste or oil waste shall be provided to the Purchaser or shall be used in providing any services to the Purchaser by the Seller or any contractor, sub-contractor or agent of the Seller, (b) nor will the Seller or any contractor, sub-contractor or agent of the Seller apply any natural gas waste or oil waste to any publicly owned and/or maintained road or real property within the Town of Durham in performing its obligations under this Order.

25. **Regulated Materials.** If this Order entails any exposure to a regulated material, including, but not limited to, asbestos or lead, the Seller certifies that it and each of its subcontractors and their employees shall be certified and trained under all OSHA and other relevant regulations for such Work.

26. **Funding Requirements.** State, federal, or other grant programs may fund some or all of the goods or services which are the subject of this Order. The Seller is advised that such funding programs may include contractual provisions binding on sellers and or providers of goods and/or services, and which may, for example, require audits or certifications under oath that the Seller has not been debarred, suspended, or excluded from any publicly funded project or programs.

27. **Equal Opportunity.** The Seller is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11478 and, if applicable, the Connecticut Fair Employment Practice Law.

28. **Non-Discrimination – State of Connecticut.** Pursuant to Conn. Gen. Stat. Sect. 4a-60, (1) The Seller agrees and warrants that in the performance of this Order such Seller 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 Seller that such disability prevents performance of the work or services or goods involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Seller 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 Seller that such disability prevents performance of the work or services or goods involved;

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

(3) The Seller agrees to provide each labor union or representative of workers with which such Seller has a collective bargaining agreement or other contract or understanding and each vendor with which such Seller 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 Seller's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Seller 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 said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The Seller agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Seller as relate to the provisions of this section and section 46a-56.

(b) The Seller agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) Except as provided in section 10a-151i:

(6) Any Seller who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project shall include a nondiscrimination affirmation provision certifying that the Seller understands the obligations of this section and will maintain a policy for the duration of the Order to assure that the Order will be performed in compliance with the nondiscrimination requirements of subsection (a) of this section. The authorized signatory of the Order shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in

the body of the Order, (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Seller understands its obligations, or (C) signing the Order.

(7) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a Seller that has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under subdivision (1) of this subsection.

(d) For the purposes of this section, "contract" is synonymous with "Order" and includes any extension or modification of the contract, "Seller" includes any successors or assigns of the Seller, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each Seller is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(e) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(f) Determination of the Seller's good faith efforts shall include, but shall not be limited to, the following factors: The Seller's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(g) The Seller shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(h) The Seller shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of an Order with the state or municipality, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Seller shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Seller may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Pursuant to Conn. Gen. Stat. Sect 4a-60a, (1) The Seller agrees and warrants that in the performance of the Contract such Seller 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;

(2) The Seller agrees to provide each labor union or representative of workers with which such Seller has a collective bargaining agreement or other contract or understanding and each vendor with which such Seller 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 Seller's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The Seller 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

(4) The Seller agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Seller which relate to the provisions of this section and section 46a-56.

(b) Except as provided in section 10a-151i:

(1) Any Seller who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project shall include a nondiscrimination affirmation provision in the Order certifying that the Seller understands the obligations of this section and will maintain a policy for the duration of the Order to assure that the Order will be performed in conformance with the nondiscrimination requirements of this section. The authorized signatory of the Order shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the Contract, or (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Seller understands its obligations.

(2) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a Seller who has not included the nondiscrimination affirmation provision in the Order and demonstrated its understanding of such provision as required under subdivision (1) of this subsection.

(c) For the purposes of this section, "contract" is synonymous with "Order" and includes any extension or modification of the contract, and "Seller" includes any successors or assigns of the Seller. For the purposes of this section, "contract" does not include a contract where each Seller is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(d) The Seller shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state or municipality, and in every subcontract entered into in order to fulfill any obligation of a municipal public works Seller contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Seller shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Seller may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

29. Prevailing Wages (State of Connecticut)

If the Order includes labor and if the Purchase Price is above the State of Connecticut Prevailing Wage threshold pursuant to Conn. Gen. Stat. Sec. 31-53, et seq. then State of Connecticut Prevailing Wages shall apply as set forth below:

State of Connecticut Prevailing Wages apply to this Order: Yes x No

(a) This Contract is above the prevailing wage threshold as defined by Connecticut law, section 31-53, as amended, the Seller shall include the costs of such wages including all yearly adjustments in the Contract Price. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, 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 in which such public works project is being constructed. Any Seller who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

(b) In the event the American Rescue Plan Act is providing funds for the Project, the Seller shall pay and require its subcontractors to pay the applicable Federal Davis Bacon Wages or the State of Connecticut Prevailing Wages (CGS 31-53, et. seq.), whichever is higher.

30. Non-Resident Contractor 5% Tax For Contracts. Conn. Gen. Stat. Sec. 12-430(7) requires non-resident Sellers 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 Sellers 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 Seller'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 Buyer's purchasing department.

31. The following are incorporated by reference into this Agreement as though fully set forth and stated herein: 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, 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 1972, and the affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

32. Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated 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, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

33. Compliance with Immigration Laws. The Seller, during the term of this Agreement will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Agreement will at all times be authorized for employment in the United

States of America. The Seller confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Agreement and that it will require each subcontractor, supplier, or consultant, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Order. The Seller shall defend, indemnify, and hold harmless the Buyer and 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 Seller or its subcontractors/consultants, or suppliers. The Seller 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 Seller'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 Order.

34. State of Connecticut Set Aside Provisions

This Order includes the State of Connecticut Set Aside Provision set forth below: Yes ___ No_x_

The Seller shall be required to comply with the provisions of this section and the requirements concerning nondiscrimination and affirmative action under sections 4a-60 and 4a-60a. As a result of the foregoing, the Seller shall (A) set aside at least twenty-five per cent of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and (B) of that portion to be set aside in accordance with subparagraph (A) of this subdivision, reserve a portion equivalent to twenty-five per cent of the total value of the Contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.