

SAMPLE

INDEMNITY/HOLD HARMLESS PROVISION

xxxxxxxxxx (The Contractor or Bidder) shall defend, indemnify and hold The Corporation for New Milford Economic Development (The Corporation), its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of The Corporation for New Milford Economic Development (The Corporation).

Should a court of competent jurisdiction determine that this Agreement is subject to liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and The Corporation, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

Professional Services:

The Contractor shall defend, indemnify and hold The Corporation, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of The Corporation.

ACKNOWLEDGEMENT OF ADDENDA.

xxxxxxxxxx shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.

REVISED BID RESPONSE FORM The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

Receipt (for both) Acknowledged by:

Contractor/Bidder

Date Signed

Town of New Milford

Non-Collusion Affidavit of Prime Bidder & Recognition of Non-Assignment

State of Connecticut ss: County of Litchfield

xxxxxxx, being first duly sworn, deposes and says that:

- They are Managing Member/President of xxxxxxx
- They are fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP.
- Such RFP is genuine and is not collusive or a sham RFP.
- Neither the said Contractor or any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affiant has in anyway colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached RFP or any other Bidder, or to fix any overhead, profit or cost element of the RFP prices or the RFP price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Milford or any other person interested in the proposed contract.
- The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents.
- The Contractor shall have no right to transfer, sublet or assign its Bid, any resulting contract or any portion thereof, or any underlying work or rights/responsibilities relating thereto to any person, firm, or corporation or to vary the terms of this contract without the written consent of the Town.

Bidder Signature

Date

Personally Appeared: _____, Signer and Sealor of the foregoing Instrument, and acknowledged the same to be their free act and deed before me.

(Seal) Notary Public Commissioner of the Superior Court