

## **Indemnification, Acknowledgement & Agreement**

To the fullest extent permitted by law, \_\_\_\_\_ (Contractor) shall indemnify and hold harmless The Corporation for New Milford Economic Development, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to The Corporation for New Milford Economic Development. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### **ACKNOWLEDGEMENT OF ADDENDA**

\_\_\_\_\_ (The Contractor) shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgment information on the addendum. Either form of acknowledgment 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:

Consultant \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Business Address \_\_\_\_\_

Date \_\_\_\_\_

## **NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
2. Such Price is genuine and is not a collusive or sham bid;
3. Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid 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 bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Corporation for New Milford Economic Development, or any person interested in the proposed Contract; and
4. The price or prices quoted in the Subcontractor's Proposal 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, representatives, Owners, employees or parties in interest, including this affiant.

Signature: \_\_\_\_\_ Printed name: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_

Date: \_\_\_\_\_

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### **CERTIFICATE OF ACKNOWLEDGMENT**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ a Notary Public or Commissioner of the Superior Court or Justice of the Peace in and for said state, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged that (he/she/they) executed, in authorized capacity, the same for the purposes therein contained.

WITNESSSS whereof I hereunto set my hand:

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court/Justice of the Peace (circle one)

\_\_\_\_\_  
My Commission Expires/Juris Number (circle one)