

LEGAL NOTICE
INVITATION TO BID
TOWN OF ELLINGTON

TO PROVIDE CLEANING SERVICES OF TOWN FACILITIES

Sealed proposals will be received by the Town of Ellington, acting through its Finance Officer, to provide cleaning services of town buildings and facilities on an on-going basis including daily, monthly, semi-annual and annual services.

Bids are to be delivered to the Finance Officer, Town Hall. Proposals are to be clearly marked TO PROVIDE CLEANING SERVICES and sealed and shall be directed to:

Nicholas J. DiCorleto, Jr., Finance Officer
Town of Ellington, 55 Main Street
Ellington, CT 06029

Bid proposals for the Contract will be received until Thursday, November 6, 2014 at 2:00 P.M. Bids will then be publicly opened and read aloud in the Meeting Hall of Town Hall.

Specifications and Contract Documents may be obtained at the office of the Finance Officer, 55 Main Street, Ellington, Connecticut during normal business hours, on or after October 3, 2014.

A mandatory pre-bid meeting will be held with the Director of Public Works at 9:30 A.M., prevailing time, on Wednesday, October 15, 2014 in the Conference Room, Public Works Facility, 21 Main Street, Ellington, CT. All potential bidders are required to attend. No bid will be accepted from an entity not attending the pre-bid meeting.

No bid may be withdrawn for a period of ninety (90) days after opening of bid without approval and written consent of the Town of Ellington.

The Town of Ellington reserves the right to reject any or all bids, to waive any informalities, omissions, excess verbiage or technical defects in the bidding and the Town need not necessarily award the contract to the lowest Bidder if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another bid.

TOWN OF ELLINGTON

By Nicholas J. DiCorleto, Jr.
Nicholas J. DiCorleto, Jr.
Finance Officer

NICHOLAS J. DICORLETO, JR., FINANCE OFFICER
55 MAIN STREET
ELLINGTON, CT 06029

INSTRUCTION TO BIDDERS

KEY DATES:

Advertisement of Invitation To Bid	October 3, 2014
Mandatory Walk-through of Buildings	October 15, 2014
Public Bid Opening	November 6, 2014
Bid Award (not definite)	January 1, 2015

1. SPECIAL NOTICE TO BIDDERS:

A. The Bid Documents comprise the following:

1. Legal Notice/Invitation to Bid
2. Instruction to Bidders
3. Specifications
4. Bid Form with Warranty Statement
5. Bid Bond
6. Non-collusion Affidavit
7. Draft Contract

2. BID FORM:

A. All bids shall be submitted on forms provided, or copies and shall be subject to all requirements of the Contract Documents. Erasures or other changes must be explained or noted over the signature of the bidder.

A.1. Note, separate bids are required for each of 9 buildings that may reflect differences in the requirements for each building and each building bid will be considered as a bid for a separate contract. The Town reserves the right to award any one building to a bidder or to award more than one or all buildings to the same bidder.

A.2. A Bidder may bid on any of the buildings and need not bid all of the buildings.

B. Bids submitted by all bidders to The Town of Ellington, Connecticut shall be enclosed in sealed envelopes, which shall clearly be labeled with the word "Bid Documents", TO PROVIDE CLEANING SERVICES, and the firm name and address of the bidder.

C. All bidders shall submit an original and two (2) copies of completely executed bid forms and documents which shall include: Bid Form for each building, Bidder's Qualification Statement, Specifications with all requested information, any additional information or proposed substitutions.

C.1 A Qualification Statement should be generated by the bidder to demonstrate its background, training, qualifications and ability to perform the required maintenance services.

D. The Town of Ellington, Connecticut may consider as informal any bid, which contains any alteration or a departure from the Bid Form hereto attached.

E. The contract will be based upon and require the completion of the work according to the Contract Documents, together with all addenda thereto.

F. Each bidder must submit a Bid Bond in the amount of \$2,000 with either a corporate surety from a company licensed to write surety bonds in the State of Connecticut or by bidder's certified check made payable to the Town of Ellington. Only one bid bond is required from a bidder regardless of the number of buildings included in its bid.

3. TIME FOR RECEIVING BIDS:

A. Bids will be received by the Finance Officer of the Town of Ellington, Connecticut at the Town Hall, 55 Main Street, Ellington, Connecticut until 2:00 p.m., prevailing time, on Thursday, November 6, 2014 at which time the bids will be publicly opened.

B. Bids received prior to the time established herein for the receipt and opening of same will be securely kept unopened. The Finance Officer whose duty it is to receive and open all bids will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a bid not properly addressed and identified.

C. The Town of Ellington, Connecticut will neither accept nor consider any bid which is received after the time established herein for the opening of same; regardless of the cause for delay in the arrival of a bid. The same will be returned unopened.

D. Telegraphic or faxed bids will not be considered.

E. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise.

4. WITHDRAWAL OF BIDS BEFORE DATE OF BID OPENING:

A. Any bid may be withdrawn on written or telegraphic or fax request, dispatched in time for delivery in the normal course of business, at least one hour prior to the hour fixed for the opening of bids. Fax number for the Finance Officer is (860) 870-3158.

5. INTERPRETATIONS OF CONTRACT DOCUMENTS:

No oral interpretations will be made to any bidder as to the meaning of the Specifications and Contract Documents. Every request for such an interpretation shall be made in writing by a bidder and forwarded to the Finance Officer, 55 Main Street, Ellington, Connecticut 06029. No inquiry received within five (5) days of the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the specifications. Said addendum will be sent as promptly as is practicable, to all persons to whom the Bid Package has been issued. All such addenda shall become a part of the Contract Documents.

6. EXAMINATION OF SPECIFICATIONS, ETC.:

6.1 Each bidder shall thoroughly examine and be familiar with the Specifications and Contract Documents. The failure or omission of any bidder to examine any form, instrument, addendum or other document, shall in no way relieve said bidder from any obligations with respect to his bid. No bidder shall rely upon any oral representation of any person, town official, or employee concerning site conditions or job requirements, nor will such reliance excuse performance in accordance with the contract nor be the basis for any claimed extra costs. Bidders shall raise any such issues by written request under Paragraph 5 hereof. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

6.2 A mandatory pre-bid meeting to review the site conditions, work requirements and specifications will be held with the Director of Public Works at 9:30 A.M., prevailing time, on Wednesday, October 15, 2014 in the Conference Room, Public Works Facility, 21 Main Street Ellington, CT. Bidders will then have the opportunity to visit and inspect each building to learn the requirements for each building. All potential bidders are required to attend. No bid will be accepted from an entity not attending the pre-bid meeting.

6.3 Bidder will be required to provide such supplies and material as may be required to perform cleaning that must be billed at cost plus a percentage that must be specified in the bid. The Town reserves the right to provide any or all material from other sources.

7. AWARD OF CONTRACT:

A. The contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions of the Contract Documents, providing that his bid is reasonable and that it is in the best interests of the Town of Ellington, Connecticut to accept it. The award of the contract, if same is to be awarded, will be made within ninety (90) days after opening of bids.

B. The successful bidder will be required to execute a contract with the Town of Ellington within fourteen (14) days following the Notice of Award in form substantially as attached.

C. The initial contract will be for three years ending 12/31/18. Each year will be adjusted based upon the any change in the CPI.

D. The Town will have an option to extend the contract for two additional years with an adjustment in rates based on any change in the CPI.

E. The Town may award a bidder the contract for all of the town buildings or may split the contract among bidders so that a bidder may only be awarded one or more buildings and another bidder may be awarded other buildings.

8. SALES TAX AND COST OF PERMITS:

Sales tax does not have to be included in bids. Contractor must obtain the appropriate tax exempt number from the Finance Office.

9. ADDITIONAL REQUIREMENTS OF THE CONTRACT:

Bidders should take note that at the time of signing the contract all of the following additional documents are required by the contract:

9.1 Certificate of Insurance with coverage's specified in an attachment to these instructions.

9.2 Corporate Resolution, or similar, authorizing execution of contract (Sample will be furnished to successful bidder). Note, bidder should be a business entity rather than an individual or sole proprietor to clarify its position as a contractor.

9.3 Opinion of Contractor's counsel opining as to Contractor's legal authority to perform this type of work, legal standing under law, officers or members of contractor and financial standing. (Sample will be furnished to successful bidder).

9.4 In lieu of providing a performance or payment bond, the Contractor will be required to waive any mechanic's lien to which it may be entitled and rely solely upon an arbitration provision of the contract to resolve any disputes and the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

9.5 The Contractor and all Employees must be bonded to a minimum of \$50,000.

NON-COLLUSION AFFIDAVIT

To the Town of Ellington:

RE: TO PROVIDE CLEANING SERVICES

This is to certify that in submitting this bid, BIDDER represents that this Bid is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or other OWNER; and the BIDDER or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

DATED: _____, 2014.

BIDDER:

By _____

SUBSCRIBED and sworn to
before me this _____ day
of _____, 2014.

Notary Public

BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, that

(insert full name and address or legal title of Contractor)

Bidder and Principal, is held and is firmly bound unto the Town of Ellington, 55 Main Street, Ellington, CT 06029 as Obligee, hereinafter called the Town, in the sum of TWO THOUSAND AND NO/100 (\$2,000.00) Dollars, for the payment of which sum well and truly to be made, the said Bidder-Principal, binds himself, his heirs, executors, administrators, successors and assigns, firmly by these presents.

2. WHEREAS, the Principal has submitted a bid for an Ellington Project entitled "TO PROVIDE CLEANING SERVICES";

3. NOW, THEREFORE, if the Town shall accept the bid of the Bidder-Principal and the Bidder-Principal shall enter into a Contract with the Town in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bonds, if the Principal shall pay to the Town the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Town may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

4. The Bidder-Principal has delivered a bank or certified check in the sum set forth above payable to the Town of Ellington which shall constitute surety for this Bond. The Town is entitled to hold or negotiate said check at its option pending satisfaction of this obligation.

Signed and sealed this _____ day of _____, 2014.

WITNESS:

BIDDER-PRINCIPAL:

(Name of Bidder)

By _____
Print Name and Title)

NAME OF SURETY COMPANY _____

TYPE NAME and AUTHORITY

By _____

NOTE: The Bid Bond must have surety. The Town will accept a bank check or certified check payable to the Town of Ellington in the amount of the bond or execution of the Bid Bond by a surety company. If a surety Company executes this Bond as surety, then Paragraph 4 should be eliminated which may be done by line out or copying the bond without that paragraph.

CERTIFICATE OF INSURANCE REQUIREMENTS

Insurance. The Contractor shall provide documentation at the time of execution of this Agreement, if not previously submitted, that the following coverage's and limits of liability are in effect for the time period of the Project through insurers licensed to do business in Connecticut:

A. Workers' Compensation.

1. State: Statutory Coverage
2. Employer's Liability: \$100,000.00

B. Comprehensive General Liability (including Premises and Operations; Independent Contractors' Protection; Products and Completion; Broad Form Property Damage, and Asbestos Liability):

1. Bodily Injury:
\$2,000,000.00 each occurrence;
\$2,000,000.00 available annual aggregate
2. Personal Injury with Employment Exclusion Deleted:
\$2,000,000.00 available annual aggregate
3. Property Damage:
\$2,000,000.00 each occurrence;
\$2,000,000.00 available annual aggregate

C. Comprehensive Automobile Liability:

1. \$2,000,000.00 each person
2. \$2,000,000.00 each accident

D. Contractual Liability:

1. Bodily Injury: \$2,000,000.00 each occurrence;
2. Property Damage: \$2,000,000.00 available annual aggregate.

E. All policies shall name the Town as additional insureds.

F. All Sub-contractors on this Project shall carry the same coverages as required for the Contractor in A through E of this sub-section, and the Contractor shall determine that such coverage is in effect prior to allowing any Sub-contractor to commence work.

GENERAL REQUIREMENTS/SPECIFICATIONS CLEANING SERVICES OF TOWN FACILITIES

The Town of Ellington, Department of Public Works is soliciting bids for Cleaning Services of the following facilities;

Town Hall, Town Hall Annex, State Police Building, Human Services/Recreation Building, Public Works Facility, Hall Memorial Library, Senior Center, and the Old Crystal Lake School House

Separate bid forms must be submitted for each facility

The undersigned proposes to furnish all labor, material and services required to complete the work specified below in accordance with this document, and under the terms and conditions hereafter set forth and as directed by the Town.

- 1) **CRITERA FOR BID ACCEPTANCE:**
Have the adequate staff and financial resources for performance or have ability to obtain such resources as required during performance.

Have the necessary experience, organization skills and trained staff

Have a satisfactory record of performance in facility cleaning

- 2) **BASE BID:**
Each facility shall receive daily, monthly and annual cleaning as noted below with mutually agreed upon work hours and be bid as;

Monthly Service rates for the following: (Monday through Friday)

- A) Daily collection and disposal of trash and recycling from each facility, disposed of in dumpster and recycling containers
- B) Daily carpet vacuuming
- C) Daily wet mopping of uncarpeted areas
- D) Daily cleaning of the toilets, urinals, and wash sinks
- E) Daily dusting of office areas
- F) Weekly Cleaning of phones, door hardware and spot cleaning of windows.

Semi Annual Services rates for the following: (May and November)

- A) Stripping waxing and buffing uncarpeted floors
- B) Cleaning of carpet in carpeted area's

Annual Service rates for the following:

- A) Washing of windows, inside and out

TOWN OF ELLINGTON
DEPARTMENT OF PUBLIC WORKS

CLEANING SERVICES FOR TOWN FACILITIES
BID FORM

FACILITY _____

The undersigned agrees to furnish and deliver said services according to the specification, at the price bid, as indicated. Provide prices below on a per man-hour percentage basis as requested.

ITEM A. MONTHLY SERVICE:

\$ _____

ITEM B. SEMI-ANNUAL SERVICE:

\$ _____

ITEM C. ANNUAL SERVICE

\$ _____

- The Town of Ellington reserves the right to purchase material, equipment and supplies independent of this bid.
- Hours of cleaning will be mutually agreed upon between the Town and the vendor who is awarded the bid prior to the signing of the contract.
- The Town of Ellington reserves the right to award each item bid individually or combining items up to and including all three items bid per facility.

MANDATORY WALK THROUGH WILL START IN THE PUBLIC WORKS
FACILITY AT 9:30 A.M., OCTOBER 15, 2014 WITH A SIGN IN SHEET IN
CONFERENCE ROOM

TOWN OF ELLINGTON
DEPARTMENT OF PUBLIC WORKS

CLEANING SERVICES OF TOWN FACILITIES

BID FORM

Under penalty of perjury and other remedies available to the Town of Ellington, the undersigned certifies this bid is submitted without collusion and all responses are true and accurate. If awarded this bid, it is agreed this forms a contractual obligation to provide services at the dollar amount specified in this Bid Form, subject to and in accordance with all instructions, bidding and contract documents, including any addenda, which are all made part of this bid.

Signature of Authorized Person

Date

Printed Name of Authorized Person

Company Title of Authorized Person

Name of Company

Address of Company

City, State, and Zip Code

Telephone Number

Facsimile Number

E-Mail

END OF BID FORM

TOWN OF ELLINGTON

CONTRACT

TO PROVIDE CLEANING SERVICES
(Project Name)
FOR TOWN BUILDINGS

BY AND BETWEEN

THE TOWN OF ELLINGTON

AND

**TOWN OF ELLINGTON CONTRACT
TO PROVIDE CLEANING SERVICES**

AGREEMENT made as of the _____ day of _____, 2014, between the Town of Ellington, acting herein by Maurice W. Blanchette First Selectman, 55 Main Street, P.O. Box 187, Ellington, Connecticut 06029, hereinafter referred to as "the Town" and in supplemental documents as "the Owner", and _____ with a principal office located at _____ hereinafter referred to as "the Contractor".

The Project Coordinator is:

TIMOTHY WEBB, DIRECTOR OF PUBLIC WORKS

The Town and the Contractor agree as follows:

ARTICLE 1:
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of all of the documents listed in Paragraph 1.2. All of the documents form the Contract between the parties and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract is the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than modifications subsequent to this Agreement, is listed in Section 1.2.

1.2 The Contract Documents, except for modifications which may be issued after execution of this Agreement, are:

- (a) This contract as executed by the parties;
- (b) The specifications for the work;
- (c) The Town of Ellington Invitation to Bid, and Instructions to Bidders, including any addenda or additions issued prior to the awarding of the Project bid;
- (d) The Contractor's Bid Form and all documents attached to or included with said bid, including without limitation the following:
 - 1. Contractor's Qualification Statement;

2. Non-collusion Affidavit of Contractor and Subcontractor, if applicable;

3. Corporate Resolution, or similar, authorizing execution of contract;

4. Opinion of Contractor's counsel opinion as to Contractor's legal authority to perform this type of work, legal standing under law, officers or members of contractor and financial standing.

ARTICLE 2: CONTRACT WORK

The Contractor shall perform the work as defined in the "Specifications" to provide all labor and material as needed to provide cleaning services to and for town buildings and facilities identified and as described in the Contract Documents, hereinafter referred to as "the Work".

ARTICLE 3: DATES OF COMMENCEMENT & SUBSTANTIAL COMPLETION

A. The Contractor shall begin to provide services on _____, 2015 and continue to provide services until December 31, 2018.

B. The Town is granted the option to renew this contract for two additional consecutive periods of one year subject to an adjustment in rates as set forth in Art. 4 provided it gives the Contractor notice of its exercise of this option on or before December 1 of the year prior to the start of the option year.

ARTICLE 4: CONTRACT SUM

A. The Town shall pay the Contractor for the Contractor's performance of the contract at the rates set forth on Contractor's bid form attached hereto and made a part of this contract for the first year of this contract. Thereafter, the rates set forth on Contractor's bid form will be adjusted annually by that percentage that the Consumer Price Index For All Urban Consumers (Northeast Urban/Size Class B/C Index, All Items) (Series Id CURX100SA0) as published by the US Dept of Labor, Bureau of Labor Statistics changes from September, 2014 to the September immediately preceding the date of the adjustment.

B. In the event the Town exercises its option to extend the contract for an additional year or years, the rates will be adjusted by that percentage that the Consumer Price Index For All Urban Consumers (Northeast Urban/Size Class B/C Index, All Items) (Series Id CURX100SA0) as published by the US

Department of Labor, Bureau of Labor Statistics changes from September, 2014 to the September immediately preceding the option year.

ARTICLE 5:
PAYMENT

Payment of the Contract shall be as follows:

5.1 The Contractor shall render its invoice to the Project Coordinator, on a monthly basis detailing the work performed, the names of the workers performing the work, the job title of each worker consistent with the bid titles, the number of hours each worked, the rate for each worker in accordance with the bid, total labor charges and a separate list of material supplied with invoices attached plus the bid mark-up. The Town will process the invoice and pay the approved invoice within 30 days of receipt.

5.2 **WAIVER OF MECHANIC'S LIEN.** In lieu of providing a performance or payment bond, the Contractor will be required to waive any mechanic's lien to which it may be entitled and rely solely upon the arbitration provision of the contract to resolve any disputes and the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

5.3 **CALL BACKS.** In the event Contractor fails to perform any service to the satisfaction of the person in charge of the building, that person will notify the Project Coordinator who will call the Contractor and request the Contractor return to correct or complete the work. If 3 or more call backs are required in any month, then the Town will deduct one-day's charge from Contractor's monthly invoice for the 3rd call back, and for any further call backs during the month.

ARTICLE 6:
ADDITIONAL PROVISIONS

6.1 **Conflicts.** In the event that any provision of any other Contract Document is so inconsistent with the terms of this Agreement as to be mutually exclusive, then the terms of this Agreement shall control.

6.2 **Pre-Conditions.** The Contractor acknowledges that it has examined, to its satisfaction, all conditions relating to the work to be performed and all drawings and specifications for the Project and has not relied upon any oral representation of any Town official or employee concerning site condition or job requirements.

6.3 Knowledge of Laws. The Contractor acknowledges that it is familiar with all federal and state laws and all local By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Work, or the material and equipment used in the Work, or in any way affect the conduct or the Work, and no claim of misunderstanding or lack of knowledge of the same will be considered a basis for terminating the Work or amending this Agreement.

6.4 Discrepancies. If, at any time, the Contractor shall determine that there are discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or that any provision conflicts with any law, regulation or code, the Contractor shall immediately notify the Director. If the Director determines that clarification is necessary, such clarification shall be made in writing as an addendum to this Agreement and shall be signed by the parties. No verbal instructions or interpretations shall be deemed valid.

6.5 Governing Law. This Agreement and any other Contract Document shall be governed by and interpreted under the laws of the State of Connecticut. If any provision of this Agreement or any other Contract Document is found to be invalid or unenforceable by any court, the same shall not affect the remainder of the Agreement or other Contract Document, which shall remain in effect as if the invalid or unenforceable provision had not been included therein.

6.5.1 Dispute Resolution. The parties agree that any dispute under this contract is to be resolved by binding arbitration under the rules of the American Arbitration Association before a single arbitrator with any hearing to be held in Tolland County, CT, unless otherwise mutually agreed, and each party is to pay its own expenses including attorney's fees and to share the cost of arbitration equally.

6.6 Captions. Captions used in this Agreement are for convenience only and are not intended to be limitations on, nor interpretations of, the specific provisions hereof.

6.7 Non-Assignability. No assignment of the rights, obligations or interests by a party in this Agreement will be binding on the other party without its written consent and no such assignment shall release or discharge the assignor from any duty, obligation or responsibility under this Agreement or under any other Contract Document.

6.8 Contractor hereby agrees to indemnify and hold Owner, its agents, servants and employees harmless from any and all claims, demands, liabilities, and lawsuits, including reasonable attorney's fees incurred thereby, resulting from or pertaining to any alleged violations by Contractor or any Subcontractors, of any, and all applicable federal, state and local laws, rules and regulations in

effect and applicable for the Project including without limitation any non-discrimination employment laws.

6.9 Warranty. Contractor must warrant all of its work to conform to generally accepted industry standards for the type of work performed, to comply with operation and maintenance requirements of the manufacturer of the equipment serviced and be acceptable to the Town of Ellington for a period of one (1) year from the date of service. All material supplied will be warranted as fit for the purpose used for a period of one (1) year from the time used or installed and/or the manufacturer's warranty for one (1) year or longer will be assigned to the Town.

6.10 Cancellation of Contract. In the event Contractor's work is not satisfactory in that there have been more than 3 call backs in any 2 or more months during the term of this contract for daily cleaning or a call back for semi-annual or annual service, or Contractor has not corrected deficiencies after meetings with the Project Coordinator, then the Project Coordinator may cancel this contract upon 7-days written notice to Contractor.

6.11 Bonding. Contractor and each person employed by Contractor must be bonded to the minimum amount of \$50,000 to insure their integrity, honesty, and that they do not take or use improperly any information or material that may be obtained without authority from any Town office or building. This bond must be filed with the Finance Officer at the contract signing and at all times during the contract period. No unbonded person shall be permitted to perform work under this contract.

6.12 Non-Discrimination. 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 identify or expression, mental retardation, 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. The Contractor further agrees to take affirmative action to insure 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, mental retardation, 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".

6.13 The Contractor and all Employees must be bonded to a minimum of \$50,000 at all times and the bond filed with the Finance Officer.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above.

TOWN OF ELLINGTON

CONTRACTOR:

By _____
Maurice W. Blanchette
Its First Selectman

By _____
Its Duly Authorized