

**TOWN OF SOMERS**

**DEPARTMENT OF PUBLIC  
WORKS**



**Advertisement & Invitation to  
Solicit Price Quotations**

**Somers Town Hall  
LED Sign Installation  
600 Main Street  
Somers CT 06071**

**TOWN OF SOMERS, CT  
TOWN HALL LED SIGN  
AT 600 MAIN STREET, SOMERS, CT**

The Town of Somers, Connecticut, is seeking proposals from a qualified contractor for the construction and installation of an LED Electronic Message Center at 600 Main Street, Somers, Connecticut. Bids shall include the furnishing of all labor, materials, equipment, services, and incidentals necessary for the removal of the existing message board and installation of a new Electronic Message Board. All bidders must have demonstrated experience in providing such service and adhere to State and Federal standards and requirements typical for such service.

**A mandatory pre-bid conference and walkthrough are scheduled for Tuesday, August 26, 2025, at 10:00 AM at 600 Main Street, Somers, Connecticut 06071.** Proposals from any parties/firms who fail to attend the mandatory walk-through will be disqualified without further consideration.

Questions about this RFP should be directed to Todd Rolland, Director of the Public Works Department, by email only to [trolland@somersct.gov](mailto:trolland@somersct.gov), no later than Tuesday, September 2, 2025, at 10:00 AM. Answers to questions received will be posted on the Town's website at [www.somersct.gov](http://www.somersct.gov). It is the sole responsibility of the respondent to review any or all addenda or question responses related to this RFP. -

All proposals shall be submitted electronically to Todd Rolland, [trolland@somersct.gov](mailto:trolland@somersct.gov), with the subject line **"TOWN HALL LED SIGN BID,"** no later than **Thursday, September 11, 2025, at 10:00 AM.**

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

Proposals will be opened and bid results will be sent to each bidder and posted on the town website at [www.somersct.gov](http://www.somersct.gov) by **Friday, September 12, 2025.**

The selected firm must meet all municipal, state, and federal AA and EEO practices and requirements, including all requirements of the Connecticut Commission on Human Rights and Opportunities. MBEs, WBEs, and SBEs are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP if it is deemed to be in the best interest of the Town.

**Confidentiality** - If Respondent believes that any information in its proposal should be treated as confidential, that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees to the extent permitted by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

Todd Rolland, Director of Public Works

**TOWN OF SOMERS, CT  
TOWN HALL LED SIGN  
AT 600 MAIN STREET, SOMERS, CT**

**STANDARD INSTRUCTIONS TO BIDDERS**

These instructions are standard for all proposals issued by the Town of Somers, Connecticut, for the purchase of all supplies, materials, equipment, and the furnishing of certain services. **The Town may delete, supersede, or modify any of these standard instructions for a particular proposal by indicating such a change in a section entitled "Special Instructions to Bidders."**

1. The bidder signs the attached proposal with full knowledge of and agreement with the general specifications, conditions, and requirements of this bid.
2. Bids shall be submitted electronically to Todd Rolland, [trolland@somersct.gov](mailto:trolland@somersct.gov), with the subject line **"TOWN HALL LED SIGN BID,"** no later than **September 11, 2025, at 10:00 AM.**
3. Bids received later than the time and date specified will not be considered. Withdrawal of bids received after the specified time and date for bid opening will not be considered.
4. Proposals will be opened and bid results will be sent to each bidder and posted on the town website at [www.somersct.gov](http://www.somersct.gov) by **Friday, September 12, 2025.**
5. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.
6. In accordance with the provisions of Section 12-412 (a) of the Connecticut General Statutes, the Town of Somers is exempt from the payment of Federal or State tax, and such tax or taxes shall not be included in bid prices.
7. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
8. The Town reserves the right to reject any and all bids, wholly or in part, to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.
9. The Town will not accept any additional charges for freight or shipping.

10. The successful bidder must carry the following insurance coverages (Town of Somers, 600 Main Street, Somers, CT 06071, added as additional insured):

**Commercial General Liability**

|   |              |
|---|--------------|
| Each Occurrence:                            | \$ 2,000,000 |
| Personal/Advertising Injury per Occurrence: | \$ 2,000,000 |
| General Aggregate:                          | \$ 2,000,000 |
| Product/Completed Operations Aggregate:     | \$ 2,000,000 |
| Fire Damage Legal Liability                 | \$ 100,000   |

|  |              |
|--|--------------|
| <b>Automobile Liability</b> (TOWN OF SOMERS added as additional insured): Each Accident: | \$ 2,000,000 |
| Hired/Non-owned Auto Liability:  | \$ 2,000,000 |

**Workers' Compensation/Employers Liability**

Workers' Compensation Statutory Requirement set forth by the State of CT Employers' Liability

|                       |            |
|-----------------------|------------|
| Each Accident         | \$ 100,000 |
| Disease-Policy Limit  | \$ 500,000 |
| Disease-Each employee | \$ 100,000 |

**Umbrella/Excess Liability** (*following form of general liability, auto liability, and employer liability*):

|   |              |
|---|--------------|
| Each Occurrence:                        | \$ 2,000,000 |
| General Aggregate:                      | \$ 2,000,000 |
| Product/Completed Operations Aggregate: | \$ 2,000,000 |

**Professional Liability** (*where required*)

|                  |              |
|------------------|--------------|
| Each Claim:      | \$ 2,000,000 |
| Annual Aggregate | \$ 2,000,000 |

All insurance may not be canceled or modified without thirty (30) days' written notice to the Town of Somers Chief Financial Officer, 600 Main Street, Somers, CT 06071.

**TOWN OF SOMERS, CT  
TOWN HALL LED SIGN  
AT 600 MAIN STREET, SOMERS, CT**

**SPECIAL INSTRUCTIONS TO BIDDERS**

1. There will be a mandatory pre-bid conference and a walkthrough scheduled for Tuesday, August 26, at 10:00 AM at 600 Main Street, Somers, Connecticut, 06071. Proposals from any parties/firms who fail to attend the mandatory walk-through will be disqualified without further consideration.
2. Questions about this RFP should be directed to Todd Rolland, Director of Public Works Department, by email only to [trolland@somersct.gov](mailto:trolland@somersct.gov), no later than Tuesday, September 2, 2025, at 10:00 AM. Answers to inquiries will be on the Town's website at [www.somersct.gov](http://www.somersct.gov). It is the sole responsibility of the respondent to review any or all addenda or question responses related to this solicitation.
3. The Town may, at its discretion, add or delete buildings after the signing of this contract. The Director of Public Works will notify the contractor, in writing, of these changes. Terms and conditions of any additions or deletions will be subject to negotiation by both parties.
4. All insurance documents must be submitted with the executed contract. The Town of Somers, 600 Main Street, Somers, CT 06071, must be listed as Certificate Holder and Additional Insured.
5. Deviations: Any and all deletions, variations, and exceptions to the specifications must be stated in writing at the time of bidding and must be attached to the "Proposal" section of the contract.
6. Not responsible for defects to electronically mailed contracts.
7. **This contract is subject to the provisions of the Connecticut Commission on Human Rights (CHRO)** and is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five percent (25%) of the state-funded portion of the contract to be set aside for award to subcontractors holding current certification as Small Business Enterprises ("SBE") from the Connecticut Department of Administrative Services ("DAS"). A minimum of 6.25% of the state-funded portion must be set aside for subcontractors holding current DAS certification as Minority-, Women-, and/or Disabled-owned businesses ("M/W/DisBE"). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.
8. Bids will be opened on Thursday, September 11, 2025. No bid received thereafter will be considered.

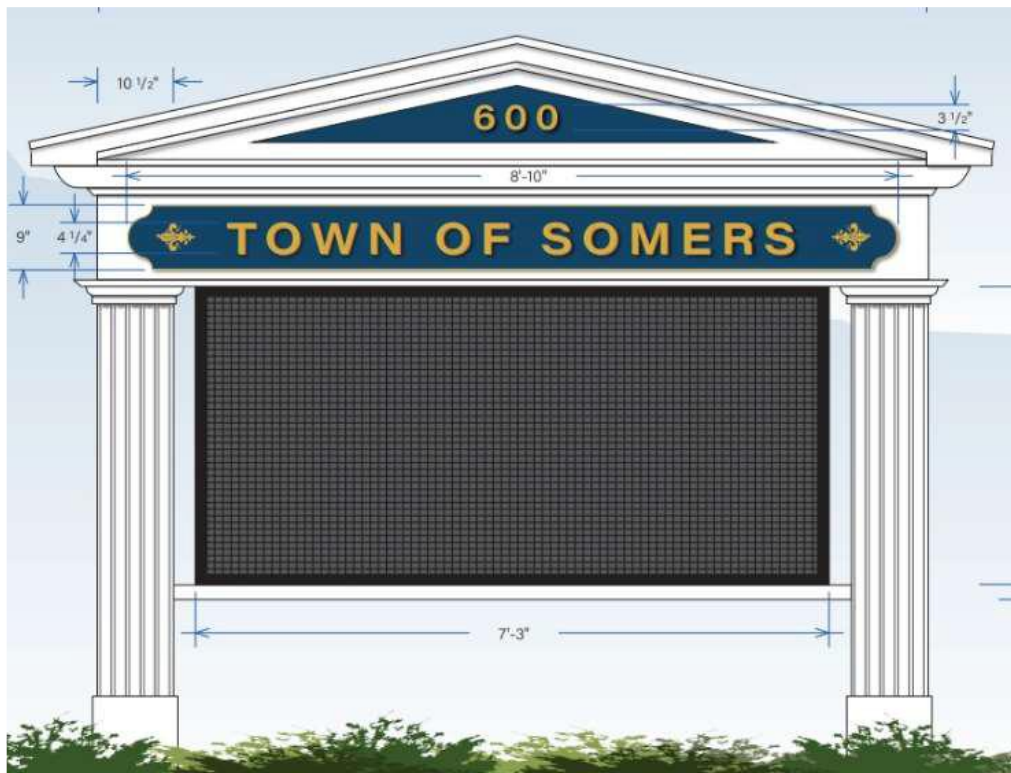
**TOWN OF SOMERS, CT  
TOWN HALL LED SIGN  
AT 600 MAIN STREET, SOMERS, CT**

**SPECIFICATIONS**

**1. SCOPE OF WORK**

Work required pursuant to this contract includes the following:

- a. Furnishing all labor, materials, equipment, services, and incidentals necessary for the removal of the existing message board.
- b. Installation of new post and panel message board with a new header and crossmembers with custom carved Doric Header and Crossmembers to match architecture of Town Hall. The message board shall be full-color, with a super-high resolution of 6mm or better.



- c. Installation and connection of a new electronic message center display, 3.5' to 4' high by 7' – 8' long.
- d. The new message center shall be remotely controlled; controlling software shall be cloud-based and support text, graphics, and animations.

## 2. GENERAL REQUIREMENTS

General and Subcontract Bids shall consist of but are not limited to general construction, carpentry, sheet metal work, electrical work, site restoration, and all other work necessary for or incidental to the full completion of the entire project, including all equipment, labor, material, and incidentals in connection therewith.

## 3. QUALIFICATIONS OF BIDDERS

The Town is seeking well-qualified and experienced bidders for this project. As part of the bid proposal, please include three (3) current or former client references that are applicable to projects of this scope.

## 4. PRE-BID WALKTHROUGH

A mandatory pre-bid conference and walkthrough are scheduled for Tuesday, August 12, 2025, at 10:00 AM at 600 Main Street, Somers, Connecticut 06071.

## 5. SAFETY

All work shall comply with all pertinent OSHA, Federal, State, and Local Regulations. OSHA-compliant vests and hard hats (as work tasks dictate) shall be worn by all contractors' and subcontractors' employees at all times. The contractor shall maintain safety measures at all times when a hazard or hazard exists in or around the work area. The contractor shall implement additional safety measures as directed by the Town's representative or by other State, Federal, or Local authorities at no additional cost to the Town.

## 6. CONTRACTOR'S SUPERVISION

The Contractor shall give adequate supervision, satisfactory to the Town of Somers, to all employees engaged in work under this Contract. The Contractor shall be available by cellular telephone with a response time of no greater than 15 minutes.

## 7. QUALITY OF WORK

All work performed must be completed in a workman-like manner and meet a standard of quality that satisfies the Director of Public Works or other responsible town representatives. Any work that does not meet the satisfaction of the town representative shall be replaced or repaired at the Contractor's expense. A satisfactory standard of quality shall be defined as a standard of work and product that any reasonable person with knowledge of construction standards would deem to be acceptable.

Payment for work determined to be unsatisfactory may be withheld until Contractor completes the replacement or repair.

## 8. RIGHT TO TERMINATE

The Town of Somers reserves the right to terminate this contract with five (5) days' written notice if the quality of the work/products becomes inferior or the delivery service is poor.

**TOWN OF SOMERS, CT  
TOWN HALL LED SIGN  
AT 600 MAIN STREET, SOMERS, CT**

**PROPOSAL**

TO: TOWN OF SOMERS  
600 Main Street  
Somers, CT 06066

THE UNDERSIGNED HEREBY DECLARES that:

- A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; it is made without any connection with any other person or persons making any proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Somers (the Town) is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;
- B. They have read the information contained herein relating to the work.
- C. That in the event a Contract, as contemplated by this Proposal, is awarded to them, they will enter into a written Contract with the Town and agree that in case they fail to do so, the Town may determine that the bidder has abandoned the Contract, and thereupon the acceptance of this Proposal and the award shall be null and void, and they will, by such Contract, agree to furnish all materials herein required, within the time stipulated by the Town, will perform all services and will assume all liabilities and obligations connected therewith, all in accordance with the Contract, Specifications, and Instructions to Bidders, all of which are made a part hereof, and will accept in full payment, therefore, the following sums, to wit:

**BID PROPOSAL**

The undersigned representative hereby submits the following bid proposal on the equipment and/or work as specified:

**TOWN HALL LED SIGN AT 600 MAIN STREET**

Work shall include all labor and materials required to remove current message board and install a new electronic message board.

1. COMPLETE BID \$ \_\_\_\_\_
2. Tax Exemption - The Town is tax-exempt and will provide appropriate documentation as needed.



3. The undersigned declares that the signer of this proposal is:

(a) INDIVIDUAL doing business as

(b) PARTNERSHIP doing business as

(c) CORPORATION entitled.  
organized under the laws of the State of \_\_\_\_\_ and having  
its Principal offices at: \_\_\_\_\_.

The names of all partners of a partnership or the principal offices of a corporation will be submitted upon request.

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Print Street Address

\_\_\_\_\_  
Print City, State, and Zip Code

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Area Code and Telephone Number

\_\_\_\_\_  
Email Address

I, \_\_\_\_\_ hereby, certify that I do not hold any executive or appointive office in the government of the TOWN OF SOMERS; furthermore, I do not anticipate holding or seeking office in the TOWN OF SOMERS for the duration of this contract. I further certify that the firm which I represent, as named above, is an Equal Opportunity Employer.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**TOWN OF SOMERS, CT  
TOWN HALL LED SIGN  
AT 600 MAIN STREET, SOMERS, CT**

**CONTRACT**

This agreement, made and concluded by and between the TOWN OF SOMERS, a Municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its First Selectman, duly authorized, hereinafter designated the "Town," and \_\_\_\_\_ (Being the party named in the attached copy of the proposal) hereinafter designated the "Contractor."

**WITNESSETH,** That said Contractor has agreed, and by these presents does for his, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said Town, for the consideration hereinafter mentioned and contained, and under the penalty hereunto annexed, that the said Contractor shall and will, at his, its, or their own proper charge, cost, and expense furnish all materials in accordance with this contract and the specifications which are a part hereof, viz.;

**TOWN HALL LED SIGN AT 600 MAIN STREET, SOMERS, CT**

All to be in accordance with the terms of the proposal for said material submitted to the Town of Somers and made part of this contract.

**INDEPENDENT CONTRACTOR.** The selected Company is an independent contractor and is not an employee, partner, or co-venturer of, nor is it in any other service relationship with, the Town of Somers. The Company is not authorized to speak for, represent, or obligate the Town of Somers in any manner without the prior expressed written authorization from the Town of Somers.

**FIRST SELECTMAN TO BE JUDGE.** The First Selectman of the Town and/or his duly authorized representatives, hereinafter referred to as the "Administrator," shall be the judge of the character, nature, and fitness of all the materials furnished under this contract.

**CONTRACTOR RESPONSIBLE FOR THE WHOLE WORK.** The Contractor shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on the requirement of the Administrator.

**DEFECTS IN MATERIAL.** In the case the nature of the defects is such that it is not expedient to have them corrected, the Administrator shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts a such sum of money as he considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

**PARTIAL PAYMENT, NOT ACCEPTANCE.** It is also agreed that this is an entire contract for one whole and complete work and that no partial payments on account by the Town, nor the presence of the Administrator or inspectors, or their supervision or inspection of work or materials, shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

**COMMENCEMENT AND COMPLETION OF WORK.** The Contractor shall furnish the material contracted for within the time stated in the specifications for this work.

**CONTRACTOR'S DUTIES AND LIABILITIES.** The Contractor shall comply with all local, state, and national laws and regulations and with all Town ordinances in the prosecution of the work and shall secure all necessary permits and licenses.

**INDEMNIFICATION/HOLD HARMLESS.** The Contractor agrees to defend, indemnify and hold harmless the Town of Somers, its respective officers, employees, elected officials, agents, and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Company and its employees, contractor, sub-contractors, and agents.

**INSURANCE.** The Contractor shall carry the following insurance coverages with the Town of Somers added as an additional insured.

**Commercial General Liability**

|  |             |
|--|-------------|
| Each Occurrence                            | \$2,000,000 |
| Personal/Advertising Injury per Occurrence | \$2,000,000 |
| General Aggregate                          | \$2,000,000 |
| Product/Completed Operations Aggregate     | \$2,000,000 |
| Fire Damage Legal Liability                | \$ 100,000  |

**Workers' Compensation/Employers Liability**

Workers' Compensation Statutory Requirement set forth by the State of CT Employers' Liability.

|                       |            |
|-----------------------|------------|
| Each Accident         | \$ 100,000 |
| Disease-Policy Limit  | \$ 500,000 |
| Disease-Each Employee | \$ 100,000 |

**Umbrella/Excess Liability** (following form of general liability, auto liability, and employer liability).

|  |             |
|--|-------------|
| Each Occurrence                        | \$2,000,000 |
| General Aggregate                      | \$2,000,000 |
| Product/Completed Operations Aggregate | \$2,000,000 |

All insurance may not be canceled or modified without thirty (30) days' written notice to the Town of Somers, 600 Main Street, Somers, CT 06071. All subcontractors must be protected by insurance, the same as the Contractor.

**WAIVER OF SUBROGATION REQUIREMENT.** The Contractor will require all insurance policies in any way related to the work and secured and maintained by the Company to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Somers and its respective officers, employees, agents, servants, elected officials, and volunteers. The Contractor shall require subcontractors, by appropriate written agreements, similar waivers, each in favor of the Town of Somers

It is agreed between the parties hereto that the amount of insurance set forth above does not in any way limit the liability of the Contractor to the Town by virtue of his promise to hold the Town harmless so that in the event that any claim results in a settlement or judgment in any amount above said limits, the Contractor shall be personally liable to the Town for the difference.

Certificates of insurance must be submitted to the Administrator before the Contractor commences work. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Administrator shall be notified thirty (30) days in advance, and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Administrator. Failure to provide the required insurance and certificates may, at the Town's option, be deemed a willful violation of this Contract.

**PATENTS.** The Contractor shall defend any suits or proceedings brought against the Town for alleged infringements of patents by or by reason of any material furnished under this contract and shall pay any damage or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

**AVOIDANCE OF CONTRACT.** If this Contract shall be assigned without the written consent of the Administrator, or if at any time the Administrator shall be of the opinion that the work on said material is necessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said material cannot be supplied within the required time, the Administrator may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten days after the mailing of such notice, take measures as well, in the judgment of the Administrator, to ensure the satisfactory completion of the work, he may notify the Contractor in writing to discontinue all work on said material under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work and cease to have the right or claim to possession of the material, and the Town may, by means of such other agents or contractors as shall to it seem advisable, complete the work herein described, or such part thereof as it may deem necessary, and may take possession of and use such materials, except as otherwise provided. The Contractor shall not remove any portion of the materials after receiving such notice as aforesaid. And said Town is hereby authorized and empowered to apply sums of money due or to become due to said Contractor under this Contract by way of reduction in damages and as part payment of such additional expense incurred by the Town as aforesaid.

**TERMINATION.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall, thereupon, have the right to terminate

this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Town, become its property, and the Company shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

**TERMINATION OF CONVENIENCE.** Either party to this Contract may terminate this Contract at any time by notice in writing, effective not less than thirty (30) days prior to the termination date. If the Contract is terminated by the Town as provided herein, the Contractor will be paid for services performed up to the date of termination.

**PAYMENTS.** The Town will pay, and the Contractor will receive, as full compensation for furnishing such materials, the amount stated in the proposal, or the sums of money computed at the several unit prices stated in the proposal submitted by the Contractor to the Administrator. A copy of the proposal is incorporated into this Contract. The Town may make such deductions from these sums as are provided for in this Contract.

**FINAL COMPLETION AND FINAL PAYMENT.** Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of Final Application for Payment, the Administrator will promptly make such inspection and, when they finds the work acceptable under the Contract Documents and the contract fully performed, they will promptly issue a final Certificate of Payment stating that to the best of his knowledge, information, and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Administrator's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's entitlement to final payment, as set forth herein, have been fulfilled. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

**NO INTEREST TO BE PAID.** No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

**CONTINGENT UPON AVAILABILITY OF FUNDS.** The Town's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town shall arise for any payment until all funds are made available and approved for this Contract and a Purchase Order has been issued.

**CONTENTS OF CONTRACT.** The information for bidders, the proposal, the specifications, together with special provisions following herewith, and the bond and any and all additions which may be inserted or attached to any or all of the sections as listed above, together with the drawings named in the information for bidders, are made a part of this Contract.

**AUTHORITY AND DUTIES OF INSPECTOR.** An Inspector is a representative (but not a duly authorized representative as referred to in Article B of this Contract) of the Administrator assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor. Inspectors shall be authorized to inspect all work done on materials furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. In the event of a dispute arising between the Contractor and the Inspector regarding the materials furnished or the manner of performing the work, the Inspector shall have the authority to reject the material or suspend the work until the question at issue can be referred to and decided by the Administrator.

The Inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications, nor approve or accept any portion of the work, nor issue instructions contrary to the plans and specifications. The Inspector shall not act as foreman or perform other duties of the Contractor nor interfere with the management of the work by the Contractor. Any advice that the Inspector may give the Contractor shall in no way be construed as binding the Administrator of the Town in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.

**FAIR EMPLOYMENT PRACTICES.** The Contractor hereby agrees that neither they nor their subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, condition, or privilege of employment because of race, color, religious creed, age, sex, national origin, or ancestry, except in the case of bona fide occupational qualification or need.

The Contractor further agrees that neither they nor their subcontractors will discharge, expel, or otherwise discriminate against any person because they have opposed any unfair employment practice or because they have filed a complaint, testified, or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such a manner as not to restrict such employment so as to discriminate against individuals because of their race, color, religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes, "Unfair Employment Practices."

**ANTI-TRUST PROVISIONS.** The Contractor or Subcontractor offers and agrees to assign to the Town all right, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town awards or accepts such contract without further acknowledgment by the parties.

## COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS.

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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](#).” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians.” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive.
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) The bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

More information can be found on the Commission on Human Rights and Opportunities pages here: <https://portal.ct.gov/CHRO>.

Reporting forms can be found here: <https://portal.ct.gov/CHRO/Contract-Compliance/Contract-Compliance/Contract-Compliance-Forms-and-Reports>.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

THE TOWN OF SOMERS:

By: \_\_\_\_\_

Timothy Keeney  
First Selectman

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title: