

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

TOWN OF VERNON

CONTRACT #980-05/26/11

FOR

**FURNISHING CUSTODIAL SERVICES
AT VARIOUS BUILDINGS OWNED BY
THE TOWN OF VERNON**

TABLE OF CONTENTS

INVITATION TO BID	IB-1 thru IB-1
STANDARD INSTRUCTIONS TO BIDDERS	I-1 thru I-2
SPECIAL INSTRUCTIONS TO BIDDERS	SI-1 thru SI-1
SPECIFICATIONS	S-1 thru S-9
PROPOSAL	P-1 thru P-3
CONTRACT	C-1 thru C-7
ATTACHMENT #1 – Supplies not included	
ATTACHMENT #2 – Supplies included	

LEGAL NOTICE

TOWN OF VERNON

CONTRACT #980-05/26/11

RFP

CUSTODIAL SERVICES AT VARIOUS BUILDINGS
OWNED BY THE TOWN OF VERNON

INVITATION TO BID

The Town of Vernon, Connecticut is seeking a qualified firm to furnish custodial services at various buildings owned by the Town. A firm must have a demonstrated experience in providing such services and adhere to standards and requirements typical for such services.

Copies of the RFP are available from the office of the Town Administrator from 9:00 a.m. until 4:30 p.m., Monday through Wednesday, 9:00 a.m. until 7:00 p.m. on Thursday, and 9:00 a.m. until 1:00 p.m. on Friday; or anytime online at <http://www.vernon-ct.gov/legal-notices> with reference to Contract # 980 – 05/26/11.

All questions about the proposals should be directed to John D. Ward, Town Administrator, by e-mail at jward@vernon-ct.gov, with copies to Robert Kleinhans, Director of Public Works Department, by e-mail at rkleinhans@vernon-ct.gov, no later than 3:30 p.m. May 17, 2011. Answers to all so received questions shall be posted on the Town's website under the bid section at <http://www.vernon-ct.gov/legal-notices> with the Contract #980 – 05/26/11.

There will be a mandatory walk-through of all buildings under this contract at 10:00 a.m. on May 12, 2011, starting at the Town of Vernon Public Works Department, 375 Hartford Turnpike, Vernon, Connecticut 06066. Proposals from any parties / firms who fail to attend this mandatory walk-through will be disqualified without further consideration.

Two (2) copies of all proposals should be submitted in a sealed envelope, with "BID DOCUMENT – DO NOT OPEN - CONTRACT #980 – 05/26/11" clearly marked on the outside of the envelope, to: John D. Ward, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 by 9:30 a.m. on May 26, 2011; at which time proposals shall be opened and read aloud publicly. E-mailed bids will not be accepted.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/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.

John Ward
Town Administrator

TOWN OF VERNON

OFFICE OF THE TOWN ADMINISTRATOR

VERNON, CONNECTICUT

STANDARD INSTRUCTIONS TO BIDDERS

These instructions are standard for all proposals issued by the Town of Vernon, 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 change in a section entitled "Special Instructions To Bidders".

1. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
2. Proposals must be submitted on the enclosed form with any required bid security.
3. Bids shall be submitted in sealed envelopes, which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "**BID DOCUMENT - DO NOT OPEN**". The bid envelope shall indicate the contract number as shown on the "Invitation To Bid". E-mailed bids will not be accepted.
4. Bids received later than the time and date specified in the "Invitation To Bid" will not be considered. Withdrawals of bids, received later than the time and date set for the bid opening, will not be considered.
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. The bidder shall insert the price per stated unit and extend a total price for each item. **IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.**
7. In accordance with the provisions of Section 12-412(a) of the Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.
8. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.

9. 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.
10. The Town will not accept any additional charges for freight or shipping.
11. The successful bidder must carry Workers' Compensation Insurance, a minimum of \$1,000,000/\$1,000,000/\$1,000,000 Bodily Injury Liability Insurance, a minimum of \$1,000,000 Property Liability Insurance and a minimum motor vehicle liability insurance in the amount of \$1,000,000 Single Limit, or comparable coverages.

TOWN OF VERNON

CONTRACT #980-05/26/11

FOR FURNISHING CUSTODIAL SERVICES
AT VARIOUS BUILDINGS OWNED BY
THE TOWN OF VERNON

SPECIAL INSTRUCTIONS TO BIDDERS

- 1) Information or questions concerning this contract should be directed to Robert Kleinhans, Director of Public Works, Vernon Department of Public Works, 375 Hartford Turnpike (Route 30), Vernon, CT 06066. Telephone (860) 870-3500.
- 2) This contract shall cover a three (3) year period. If the scope of work, specific tasks, scheduling of work, or performance in providing the service is not done to the satisfaction of the Director of Public Works, the Town may cancel this contract and terminate services and payment for services, provided that a written warning has been provided to the Contractor and it has failed to provide satisfactory service within thirty (30) days of said warning.
- 3) Not responsible for defects to electronically-mailed contracts.

TOWN OF VERNON

CONTRACT #980-05/26/11

FOR FURNISHING CUSTODIAL SERVICES
AT VARIOUS BUILDINGS OWNED BY
THE TOWN OF VERNON

SPECIFICATIONS

There will be a mandatory walk-through of all buildings under this contract on Thursday, May 12, 2011 at 10 AM starting at the Vernon Public Works Department, 375 Hartford Turnpike, Vernon. Bids from parties/firms who fail to make this mandatory walk-through will be automatically disqualified.

This contract shall cover a three (3) year period. If the scope of work, specific tasks, scheduling of work, or performance in providing the service is not done to the satisfaction of the Director of Public Works, the Town may cancel this contract and terminate services and payment for services, provided that a written warning has been provided to the Contractor and it has failed to provide satisfactory service within thirty (30) days of said warning.

1.0 SCOPE OF WORK

1.1 The intent of these specifications is to obtain clean and neat-appearing municipal buildings. The work under this contract includes performing all operations in connection with providing custodial services as described within these specifications as well as the furnishing of all labor, equipment and cleaning materials with the exception of paper towels, toilet tissue, hand soap and plastic bags which are to be furnished by the Town of Vernon. **The Town is seeking an add-alternate bid to include paper towels, toilet tissue, hand soap and plastic bags as part of this contract (see Attachment #2).**

1.2 The Municipal Buildings to be serviced in accordance with these specifications include the following:

1. Vernon Office Building (Building Department & Fire Marshal's Office) – 55 West Main Street
2. Annex
 - a. Tax Office & Assessor's Office – 8 Park Place
 - b. Water Pollution Control Authority – 5 Park Street, 2nd Floor
 - c. Information Technology – 5 Park Street, 2nd Floor
3. Lottie Fisk Building (Parks & Recreation Department) - 120 South Street

Buildings 1-3 are to be cleaned a minimum of three (3) days per week (Monday-Wednesday-Friday). During the months of July and August, Building 3 is to be cleaned five (5) days per week (Monday through Friday). All buildings are to be cleaned as specified in Sections 5.1 through 5.4.

4. Center 375 (Public Works Department) – 375 Hartford Turnpike
5. Center 375 (Public Works Garage) – 383 Hartford Turnpike
6. Center 375 (Social Services Department) – 375 Hartford Turnpike
7. Safety Complex – 280 West Street
8. Water Pollution Control Plant – 100 Windsorville Road

Buildings 4-8 are to be cleaned a minimum of two (2) days per week (Tuesday-Friday). All buildings are to be cleaned as specified in Sections 5.1 through 5.4.

9. CO#1 Firehouse -- 724 Hartford Turnpike
10. CO#2 Firehouse -- 5 Birch Street
11. CO#3 Firehouse -- 100 Hartford Turnpike (Rt. 83)
12. CO#4 Firehouse -- 25 Nye Street
13. CO#5 Firehouse -- 5 Prospect Street
14. Police Substation -- 21 Ward Street

Buildings 9-14 are to be cleaned a minimum of one (1) day per week as determined by the Director of Public Works and as specified in Sections 5.1 through 5.4.

15. Police Department -- 725 Hartford Turnpike

Building 15 is to be cleaned five (5) days per week (Monday thru Friday) with a minimum of seven (7) hours per day as specified in Sections 5.1 through 5.5 and three and one-half (3.5) hours on Saturday to clean restrooms, mop the lobby floor and empty all wastebaskets. Quarterly cleaning hours worked are in addition to the required seven hours per day. Also, a copy of the custodial personnel's timecard must accompany the invoice each month. If the required hours are not met, the fee schedule will be adjusted.

All square footage for bids will be determined by the contractor.

2.0 GENERAL SPECIFICATIONS

For the purpose of these specifications, the following terms, words, and phrases shall have the meaning given here unless the context specifically indicates otherwise:

- 2.1 Chemically sweep floor: To sweep or mop floor with a chemically treated mop. Remove gum or other foreign matter.
- 2.2 Clean ash receptacles: To empty all ash trays, ash stands, sand urns, and clean with damp cloth.

- 2.3 Clean interior glass: Dry wipe and use glass cleaner as needed on all interior glass and bright metal surfaces, whether part of the building, or furniture, or equipment. This includes all windows on exterior walls.
- 2.4 Clean toilets: To wash with a suitable disinfectant type cleaner all toilet fixtures within the bathrooms, including the floor, lavatories, urinals, toilets, wash tubs and basins, and related equipment.
- 2.5 Clean walls and partitions: To wipe with a cloth, clean water, and detergent if needed, all walls, partitions, rails, doors, and window frames (weekly).
- 2.6 Damp mop and buff floor: wax as needed: To wash floor with mild cleaner sufficiently to remove soil but not remove wax or finish. Apply a uniform coat of wax over the old finish. Machine buff to a satisfactory finish, that must meet supervisor's approval.
- 2.7 Scrub floors: To clean thoroughly with strong, disinfectant detergent solution and mop clean with clear water.
- 2.8 Dust furniture: To wipe, 100%, with treated duster, or cloth, all furniture and equipment not a part of the building.
- 2.9 Dust interior surfaces: To dust, 100%, all horizontal and vertical building surfaces such as rails, window sills, window blinds, partitions, vents, ceiling fans and baseboards.
- 3.0 Empty waste and recycling receptacles: To empty all waste baskets, trash and recycling receptacles containing any type of refuse to a designated storage area. Plastic bag liners shall be replaced each time container is emptied. All waste baskets, trash receptacles shall be washed with a disinfectant detergent a minimum of three times per month.
- 3.1 Lock up: After completion of cleaning services, remove all cleaning materials and equipment, turn out all the lights and lock the doors. Also, activate any alarm system in buildings that are so equipped.
- 3.2 Refill dispensers: To clean all soap dispensers and trays, and refill with soap. Refill all toilet tissues, towel, and sanitary dispensers.
- 3.3 Shampoo and extracting carpets: Thoroughly vacuum, spot clean, and shampoo and extract all permanently installed carpeting, including any necessary moving about of furniture resting upon the carpeting. All extraction must be completed with the use of a beater brush type machine. All heavy traffic areas must be scrubbed with a rotating brush type machine.

- 3.4 Spot clean: To perform the standard cleaning functions not specifically listed but necessary to maintain a satisfactory level of cleanliness, to perform standard cleaning functions more often than listed frequency if required by unusual weather or other conditions. Spot cleaning to include , but not restricted to, wiping soil or finger marks from all surfaces, especially around light switches, doors, water fountains, spots on carpets over one (1) inch O.D.
- 3.5 Strip, wax, and buff floors: To thoroughly wash floor and bottoms of walls with suitable cleaner to completely remove wax and soil. Finish should consist of two (2) coats of floor sealer applied before at least four (4) coats of floor finish containing a minimum of 25% solids with a high gloss finish.
- 3.6 Vacuum rugs and carpets: To clean carpets with suitable heavy duty power head vacuum cleaner, using cleaner for spots and stains that cannot be cleaned with the vacuum. All runners, throws, and installed carpeting included under this category.

4.0 HOURS OF OPERATION

All cleaning operations by the Contractor shall be carried on outside of the normal working hours at each municipal building (except Firehouses, Safety Complex, and Police Department). Cleaning shall take place on days indicated, even if the building is closed for a Holiday. Exceptions to this must be cleared by the Director of Public Works one (1) week prior to the Holiday. Complete stripping and refinishing of all tiled areas can be performed on weekends after arranging with the Director of Public Works. Cleaning services shall be scheduled as follows:

55 West Main St (Building Dept/Fire Marshal)	After 5 PM
8 Park Place (Annex) (Tax Collector/Assessor)	After 5 PM
5 Park Street, 2 nd Floor (Annex) (Water Pollution Control/Information Technology)	After 5 PM
120 South Street (Lottie Fisk) (Parks & Recreation)	After 5 PM
375-383 Hartford Turnpike (Center 375) (Public Works/Garages/Social Services)	After 5 PM
Safety Complex, Firehouses, Police Substation	Between 7 AM & 5 PM
Police Department	6 AM to 1 PM

All custodial operations shall be of a type, and so scheduled as not to interfere with normal office procedures or normal use of buildings by Town employees or the public.

5.0 CLEANING SERVICES

5.1 DAILY - ALL BUILDINGS

The following services shall be performed on a daily basis for all offices, public areas, lobbies, halls, stairs and stairwells, and coffee rooms:

- a. Clean all floor and stairways by chemical sweeping.
- b. Scrub floors during inclement weather (usually during winter months) as required to keep clean.
- c. Vacuum clean all carpets and throw rugs.
- d. Spot clean and vacuum storm rugs when in use.
- e. Empty and wash all ash trays and clean cigarette urns.
- f. Empty and wash out all waste and recycling containers and place refuse in designed areas at each building.
- g. Remove finger marks and smudges from door glass, partition glass and all other highly polished surfaces (both sides).
- h. Clean all sinks not located in rest rooms and keep towel dispensers filled.
- i. Sweep exterior steps and landings.

5.2 DAILY - REST ROOMS

- a. Clean and disinfect all toilet fixtures within the toilet room, including the floor, lavatories, urinals, toilets, wash tubs and basins, and related equipment.
- b. Empty refuse containers.
- c. Clean and refill all dispensers.
- d. Clean mirrors.
- e. Spot clean walls and partitions.

5.3 WEEKLY - ALL BUILDINGS

The following services shall be performed on a weekly basis for all offices, public areas, lobbies, halls, stairs and stairwells, and coffee rooms:

- a. Damp mop all floors and stairs.
- b. Buffing of all tile floors to achieve a satisfactory high gloss finish.
- c. Spot clean all carpets and rugs as needed.
- d. Thoroughly clean both sides of all entrance doors.
- e. Dust furniture with treated duster or cloth and all equipment not a part of the building. Do not disturb papers on desks, tables, and filing cabinets.
- f. Dust interior horizontal and vertical surfaces 100% such as rails, window sills, window blinds, partitions, vents, ceiling fans and baseboards.

5.4 QUARTERLY - ALL VCT FLOORS

The following service shall be performed on a quarterly basis for all VCT floors (including all rest rooms) and all windows:

- a. Stripping and waxing of tile floor shall consist of thoroughly washing floor and bottoms of walls with suitable cleaner to completely remove wax and soil. Finish will be applied to the floor as follows:
 - Two (2) coats of floor sealer
 - Four (4) coats of floor finish containing 25% solids or higher with a high gloss finish
- b. Thoroughly clean all interior glass surfaces and sash surfaces of all windows using glass cleaner and dry wiping.

5.5 POLICE DEPARTMENT CLEANING

Upper Level

6:00 AM

- a. Records Division (occupied at 7:00 AM)
- b. Dispatch area
- c. Shift Commander's Office
- d. Community Room/Kitchen (unoccupied)

Access is available starting between 7-7:30 AM to the following offices:

- e. Detective Division (occupied by 8:00 AM, unlocked between 7-7:30 AM)
- f. Administrative Offices (occupied by 8:00 AM, unlocked between 7-7:30 AM)
Administrative Offices need to be cleaned prior to 8:00 AM.

Other areas that need to be completed prior to 8:00 AM are as follows:

- g. Front lobby
- h. Upper level restrooms
- i. Vacuum upper level hallways

Remaining areas on upper level have no preference on the order of daily cleaning.

Lower Level

- a. **All cells and shower rooms must be disinfected weekly.**
- b. Holding cells are to be cleaned after 9:30 AM when empty.
- c. Locker rooms are to be cleaned after 7:00 AM or prior to 12:00 PM.
- d. Remaining areas on lower level have no preference on the order of daily cleaning.

6.0 OTHER DUTIES AND RESPONSIBILITIES

6.1 ENERGY CONSERVATION

This is required - lights should only be on when necessary.

6.2 SECURING BUILDINGS

- a. Each day at the completion of custodial work, buildings are to be locked, lights turned off and security alarms activated. All windows shall be closed and locked.
- b. Cleaning personnel shall lock all office doors after completing custodial operation. An office shall be opened for cleaning purposes only and only one office shall be open at any one time for each custodian on duty.

6.3 KEYS

- a. Any keys not returned during or at the completion of the contract will be charged back to the Contractor.
- b. Any expenses incurred as a result of lost keys (replacement keys, locksmith services) will be charged back to the Contractor. The Director of Public Works will determine the extent of the lock changing and the locksmith used to perform the work.

6.4 Cleaning personnel shall fill out a written report form for any condition observed that appears to require repair or attention; said report forms are to be submitted to the Director of Public Works. These report forms shall be left in cleaning personnel's box in an area to be designated by the Town.

6.5 Cleaning personnel's box shall be checked daily for messages and complaints left there by the Director of Public Works, and all instructions are to be carried out promptly.

7.0 WORK PERFORMANCE

7.1 All services shall be performed in a workmanlike manner in conformance with standard and acceptable cleaning industry practice.

7.2 Any furniture moved for the convenience of cleaning operations shall be returned to its original place. Chairs, wastebaskets, and similar objects shall not be placed on desks, file cabinets, etc.

7.3 If the Contractor makes staff changes, the new cleaning personnel must be accompanied by experienced personnel for at least one (1) work week (minimum of five [5] days) in order to familiarize the new employee with the building and procedures.

7.4 The Contractor shall be responsible for all loss of or damage to Town property resulting from cleaning service operations.

7.5 The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or any equipment located in the buildings.

- 7.6 Only material placed in a waste receptacle shall be removed from any office.
- 7.7 All Contractor's equipment must be of the commercial grade or better and adhere to all OSHA specifications. Any equipment found to be sub-standard will not be allowed to be used.

8.0 CONTRACTOR'S SUPERVISION

- 8.1 The Contractor shall give adequate supervision, satisfactory to the Town of Vernon, to all employees engaged in work under this Contract.

9.0 HIRING OF PERSONNEL

- 9.1 Any cleaning personnel hired to work at the Police Department must sign a waiver for security check provided by the Vernon Police Department. This check shall include an FBI fingerprint search for criminal history, at the expense of the Contractor. Contractor to pick up forms from the Vernon Police Department. All forms will be returned to the Director of Public Works from the Vernon Police Department.

10.0 OTHER

- 10.1 There must be on-site copies of all Material Safety Data Sheets on any chemicals supplied by the Contractor. The sheets must be the most current available.
- 10.2 Letters of reference as to the quality of work performed in commercial buildings must accompany each Bid Proposal.
- 10.3 The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.

11.0 DURATION OF CONTRACT

- 11.1 The Town shall take bids on a contract for the service described herein which is expected to begin on July 1, 2011 and continue through June 30, 2014. The Contractor shall not transfer, sublet or assign the contract for cleaning services by power of attorney or otherwise to any person, firm or corporation or in any way vary the terms of the contract without written permission from the Town Administrator.

12.0 PAYMENT

- 12.1 The Contractor will be supplied a list of departments and addresses along with the cleaning locations to which the separate invoices are to be mailed. The invoices are to indicate on each department invoice the location and amount charged for each location.

13.0 EMPLOYMENT ROSTER

- 13.1 The Contractor will provide the Director of Public Works with a roster of the labor force that the Contractor intends to use after the contract is awarded along with a State police background check. Said roster shall include the name and home address of each employee. The Contractor shall provide the names of at least three (3) individuals to contact on a 24-hour per day basis as may be necessary.

14.0 DELIVERY OF SUPPLIES

- 14.1 All orders for supplies that are the responsibility of the Town of Vernon will be delivered to each building on Friday of each week. Orders are to be phoned in to the Department of Public Works at 870-3500 no later than Wednesday of each week. No exceptions will be allowed.

If, in the best interests of the Town of Vernon, the contract is awarded to a Contractor who will provide paper towels, toilet tissue, hand soap and plastics bags, the above paragraph would not be applicable.

TOWN OF VERNON

CONTRACT #980-05/26/11

FOR FURNISHING CUSTODIAL SERVICES
AT VARIOUS BUILDINGS OWNED BY
THE TOWN OF VERNON

PROPOSAL

TO: Town of Vernon
14 Park Place
Vernon, CT 06066

Sirs:

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; that 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 Vernon (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. He has read the information contained herein relating to the work;

C. That in the event a Contract, as contemplated by this Proposal, is awarded to him, he will enter into a written Contract with the Town, and agrees that in case he fails 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 that the proposal guarantee may be forfeited in whole or in part to the Town as the Town may determine, and he 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 therefor the following sums, to wit:

BID PROPOSAL

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

1. Contractors are required to fill out the following attachments:

(a) Attachment #1 (supplies not included)

OR

(b) Attachment #2 (paper towels, toilet tissue, hand soap and plastic bags included)

TOTAL COST (Both Numeric & Written)

1. July 1, 2011 - June 30, 2012

\$ _____

2. July 1, 2012 - June 30, 2013 % Increase _____

\$ _____

3. July 1, 2013 - June 30, 2014 % Increase _____

\$ _____

2. 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.

Signature of Authorized Representative

Print Name and Title

Print Firm Name

Print Street Address

Print City, State and Zip Code

Contact Name

Area Code and Telephone Number

Area Code and Telecopier (Fax) Number

I, _____, hereby certify that I do not hold any executive or appointive office in the government of the Town of Vernon; furthermore, I do not anticipate holding or seeking office in the Town of Vernon 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 VERNON

CONTRACT #980-05/26/11

FOR FURNISHING CUSTODIAL SERVICES
AT VARIOUS BUILDINGS OWNED BY
THE TOWN OF VERNON

CONTRACT

This agreement, made and concluded by and between the Town of Vernon, a Municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its Town Administrator duly authorized, hereinafter designated the "Town" and _____ (being the party named in the attached copy of the proposal) hereinafter designated the "Contractor".

A. 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 expressed in bonds 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.;

**FOR FURNISHING CUSTODIAL SERVICES AT VARIOUS BUILDINGS OWNED BY
THE TOWN OF VERNON**

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

B. TOWN ADMINISTRATOR TO BE JUDGE. The Town Administrator of the Town and his duly authorized representatives, hereinafter referred to as the "Administrator" shall be judge of the character, nature and fitness of all the materials furnished under this contract.

C. (1) CONTRACTOR RESPONSIBLE FOR 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 requirement of the Administrator.

(2) DEFECTS IN MATERIAL. In the case the nature of the defect(s) 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 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.

(3) 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.

D. (1) COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall furnish the material contracted for within the time stated therefore in the specifications for this work.

(2) EXTENSION OF TIME. If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the Town, or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the Administrator, provided, however, that no claim for an extension of time for any reason shall be allowed, unless, within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed, shall be given by the Contractor to the Administrator.

(3) TIME LIMITS. All time limits stated in the Contract Documents are of the essence of the Contract.

E. (1) 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.

(2) CONTRACTOR LIABLE FOR DAMAGES.

a. The Contractor shall indemnify and save harmless the Town, its officer, agents and servants against and from all damages, costs and expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials or labor used or employed in the execution of this contract, and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor, or of or from any negligence in guarding said work, or of or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said Town from all claims under the Workmen's Compensation Act arising under or out of this contract.

b. Employees' Compensation Insurance shall be as provided by Connecticut law and custom.

c. See specifications for required types of insurance.

d. Sub-contractors must be protected by insurance the same as the principal contractor.

e. 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 judgement in any amount above said limits, the Contractor shall be personally liable to the Town for the difference.

f. Certificates of the insurance company or companies, must be submitted to the Administrator before the Contractor starts 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.

g. Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful violation of this Contract.

(3) 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 damages or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

F. 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 appropriate measures, in the judgement of the Administrator, to insure 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.

G. (1) 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 made a part of this Contract. The Town may make such deductions from these sums as are provided for in this Contract.

(2) 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 he finds the work acceptable under the Contract Documents and the contract fully performed, he 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 being entitled to final payment as set forth herein had 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

(3) 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.

H. 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.

I. 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 case of dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject 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 to approve or accept any portion of the work, nor to issue instruction 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 which 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.

J. FAIR EMPLOYMENT PRACTICES. The Contractor hereby agrees that neither he nor his 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 he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testify 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 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".

K. LAWS AND JURISDICTION. The parties hereto agree that this contract is subject to the laws and jurisdiction of the State of Connecticut.

L. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986. The Contractor hereby agrees that he is aware of and has complied with the hiring and documentation requirements of the Immigration Reform and Control Act of 1986.

The Contractor agrees that it has asked for and examined documentation in order to verify the legal employability of its employees and has executed the appropriate forms attesting thereto pursuant to the Act.

The Contractor further agrees to indemnify and hold the Town harmless from any costs and/or penalties incurred, including but not limited to fines, attorney's fees and costs arising from a claim of violation of said Act.

M. DISPUTES. The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.

O. 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 acknowledgement by the parties.

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

_____ day of _____, 2011.

Signed in the presence of:

THE TOWN OF VERNON:

By: _____

John Ward

Town Administrator

Signed in the presence of:

By: _____

Name:

Title: