

Request For Proposal



Sewer Utility Software System Contract # 1084 – 04/29/2016

LATE PROPOSALS WILL NOT BE ACCEPTED

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".
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.
12. All bids must be accompanied by bid security in the sum of not less than five percent (5%) of the total bid and shall be in the form of a bid bond, a certified check, a treasurer's or cashier's check drawn on a National or State bank or trust company and shall be made payable to the "Town of Vernon".

The bid security shall secure the execution of the contract by the successful bidder.

Should any bidder to whom an award is made fail to enter into a contract within ten (10) days, exclusive of Saturdays, Sundays and legal holidays, after notice of the award has been mailed to the bidder, the amount so received from the bidder through his/her bond shall become the property of the Town of Vernon, Connecticut as liquidated damages for failure.

The bid security, exclusive of the successful bidder, will be returned upon execution of the contract, but in no case later than forty-five (45) days after the opening of the bids.

The bid security of the successful bidder shall be held until such time as all conditions of the proposal have been met.

TOWN OF VERNON

CONTRACT #1084-04/29/2016

SEWER UTILITY SOFTWARE SYSTEM

SPECIAL INSTRUCTIONS TO BIDDERS

- 1) Read all specifications carefully.
- 2) Information or questions concerning this contract should be directed by e-mail to rgrasis@vernon-ct.gov
- 3) All insurance documents must be submitted with the executed contract. Town of Vernon must be listed as Certificate Holder.
- 4) Three (3) hard copies and one (1) digital copy (on CD-R disk or USB drive) of each vendor proposal is required. All should be submitted in a sealed envelope, with "BID DOCUMENT – DO NOT OPEN – CONTRACT # 1084-04/29/2016", 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 11:00 AM on April 29, 2016; at which time proposals shall be opened and read aloud publicly. **E-mailed, faxed or late bids will not be accepted.**

TOWN OF VERNON

CONTRACT #1084-04/29/2016

SEWER UTILITY SOFTWARE SYSTEM

SPECIFICATIONS

1. General Provisions, Terms, Conditions

a) Scope

The Town of Vernon, Connecticut (Town) and the Water Pollution Control Authority (WPCA) seek to purchase and implement utility billing software system to meet the needs of the Town and the WPCA. Functions the system shall perform include, but are not limited to: sewer billing, reconciliation and reporting.

This request for proposal (RFP) is for an integrated system to meet the immediate and long range needs of the Town and the WPCA as outlined in the general and detailed system requirements that follow. By integrated system, we mean that all software delivered from a vendor should be facilitated from a common organization-wide database permitting the total sharing of information within and across other systems.

The Town and the WPCA propose implementation of the utility software system immediately after a contract is signed. The timeline proposed is to have all proposals from vendors on April 29, 2016 at 11:00am on the 3rd Floor of 14 Park Place. The Town and WPCA will have a committee to review the proposals and select a vendor. The Town and WPCA are proposing a completion date of July 1st, 2016. This shall include the installation of the software, testing of the system and employee training with a concurrent billing cycle with both the current and new billing software to follow. Based upon the results of this test, the Town and WPCA may or may not require another concurrent test.

In considering options for software, the Town and the WPCA are most interested in a web client; this will ensure the capability of different operating systems and eliminate most technical requirements of a local client installation. This RFP is purposely detailed so various proposals can be measured against our business requirements.

b) Background

The WPCA operates a business office which handles the billing for over 8,000 sewer customers in Vernon, Ellington, Tolland, Manchester and South Windsor. The current system is an Access Database that was implemented in the early 2000's. Sewer bills are mailed quarterly. Data is received from the water utility, CT Water, where it is downloaded, applied to each WPCA account with the corresponding water account number and a bill is generated based on water usage and the current sewer rate per 1000 gallons. Minimum charges are automatically applied to accounts with water readings below a prescribed amount. Customer accounts identified as well customers are charged a

flat rate. Manual meter readings are entered manually. An excel spreadsheet is generated and sent to an off-site printer for printing and mailing.

Payments are processed by the WPCA office either by check or cash. Credit card, automatic bank withdrawals or online payments are not possible. Lock box is used when initial quarterly sewer bills are mailed and a check scanner at all other times.

Other functions of the WPCA are: calculating interest for late payments, processing payments for connection permits and assessments, generate bills for septage /OTRW deliveries, monthly reconciliation of checkbooks and financial reporting, collections to include: creation and issuance of demand letters, issuing/releasing liens.

The current system is labor intensive and outdated.

Qualifications of Vendors

Bidders need to prove they have the ability to provide a comprehensive system to serve the needs of the Town and the WPCA. The Town and the WPCA will work together and collaboratively selected a successful bidder. The bidder must provide a proven product and must be fully experienced installing, training, and supporting its installation. They must have the ability to provide prompt and reliable support and customer service over the life of the system or an agreed upon maintenance duration.

c) Proposals

Three (3) hard copies and one (1) digital copy (on CD-R disk or USB drive) of each vendor proposal is required. All questions about the proposal should be directed to Robert Grasis, Director WPCA, email rgrasis@vernon-ct.gov, no later than 1:00PM on April 21th, 2016. Answers to all questions will be posted by April 25, 2016 on the Town's website under the bid section at <http://www.vernon-ct.gov/legal-notices> with Contract # 1084-4/29/2016.

1) Proprietary Information

The Town and the WPCA recognize that in responding to this request for proposal, vendors may submit proprietary information. To the extent submitted by law, The Town and the WPCA, will keep confidential such proprietary information provided that the conditions as described in the following paragraph are met.

Proprietary information is submitted separately and must be clearly identified as containing proprietary information. Reference to the proprietary information must be clearly made in the detailed response, and conversely the section in the proprietary information packet shall be clearly labeled as to the location in the detailed response it references. Labeling a complete proposal proprietary, that is general in nature may cause for rejection of the proposal.

2) Warranties

Complete warranties applying to any system purchased, as a result of this RFP must be clearly specified. The location or agent responsible for servicing this account must be clearly stated. In addition, the vendor must provide complete information and pricing on maintenance agreements available and recommended for this system after the warranty period. The vendor's policy on software upgrades, enhancements, and on-going software support shall also be addressed. Warranty and maintenance terms and cost will be taken into consideration in the award.

3) Taxes

We are tax exempt and will provide appropriate documentation if needed

4) Additional Information and Pricing, Negotiation

In the event that information or pricing submitted by the vendor is unclear, the Town or the WPCA may request further explanation and/or pricing breakdowns from the vendor for the purpose of evaluation and decisions. The vendor shall answer requests for additional information or clarification in writing, and these responses will become part of the vendor's proposal. Vendors failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the Town and the WPCA shall be considered unresponsive, and their proposal may be subject to rejection.

5) Presentations

After the proposals have been received and studied, one or more potential vendors may be requested to make a formal presentation/demonstration to the Town and the WPCA. The vendor will be responsible for all cost incurred for making such a presentation. Vendors will be required to demonstrate existing product functionality in each area detailed in Section 2 of this document.

6) Award

The time and attendance project award will be based on a best value solution approach. We will be evaluating both quality of the solution and its cost. Additional information found in section 3.

2. Mandatory Requirements

The system must be capable of all the items listed in this section. Failure to respond to any of the mandatory items will eliminate your proposal from any further consideration.

1) System Basics

- a. Automated and streamlined utility billing and bill payment processes, including:
 - i. Automatic meter reading interface.
 - ii. Direct payment interface (lockbox).
 - iii. Third party printing interface.
 - iv. Payment processing interface.
- b. Robust reporting functions
- c. Web based functions for customer account access.
- d. Database that is owned and accessible by the WPCA.
- e. A user friendly comprehensive system.

2) System and Integration

- a. We require that the proposed system support Microsoft SQL Server for a relational database, we can provide license if additional cost. Please specify in proposal.
- b. The proposed system must work in a virtual server environment (specifically VM Ware).
- c. Integrate with the Town's MUNIS financial system. Direct import/export will work.

3) Data Integrity and Backups

- a. The Town and the WPCA will utilize their existing backup system to back up the server and database. Offsite replication or external hosting will NOT be required in the proposal.

4) Reporting

- a. All reports available in the most common user selected formats: Word, PDF, Excel, CSV, etc.
- b. The system must produce customizable data reports that could be customized by the user. Predefined common reports must be included.
- c. Reports must be available containing history of various data.

5) Security

- a. Must have robust levels of security for supervisors and employees. Some examples are:
 - i. An employee can only see certain data as defined by a supervisor.
 - ii. Some supervisors should have read only access to managerial tasks while other supervisors can have read and write access.
 - iii. If an employee has more than one supervisor, each supervisor should only be able to see/edit/approve the time that the employee worked for them and not the other supervisor.
- b. Individual functions can be turned on and off for individual employees/ managers.
- c. Unavailable functions and tabs removed from screen and drop down menus.
- d. Screen timeout/lockout when inactive for a predefined period of time.
- e. The system must maintain an audit trail that tracks data changed, hold original data and username of the person modifying or viewing an item.

6) Services

- a. Installation/Implementation
 - i. Vendor must provide an implementation plan and timeline
- b. Licensing and Maintenance
 - i. The Town and the WPCA must be entitled to all maintenance and new product upgrades as part of the annual maintenance agreement. Maintenance as state here should include updates, upgrades, training on these upgrades and support for the base product and the support for the upgrades and updates.
- c. Training
 - i. The implementation must include training both for system administrators and end users. Indicate the length of time each training session
- d. Support
 - i. Vendor must be able to provide support during normal business hours for the system.
 - ii. Vendor must be able to provide support during normal business hours for the system administrators.
 - iii. Vendor must have a dedicate support hotline that does not constantly go to voicemail, close for multiple days (excluding weekends and major holidays), or have a complex phone menu to reach a support representative.
 - iv. Vendor must be accessible after normal business hours to work with the Town and/or the WPCA in response to emergency situations, which can include nights or weekend.

7) Additional (Not Required)

- a. The Town and the WPCA will evaluate additions to the system that can be included in the proposal as an extra cost.

3. Evaluation Criteria

In making its selection, the Town and the Board will consider costs and the proposal with the best combination of attributes that provides the best system. Consideration will be given to the following criteria:

- 1) Vendors Qualifications and Experience
- 2) Vendor's Technical Description
 - a. Reporting capabilities
 - b. User interaction with system (look and feel)
 - c. Security
 - d. Warranty and Support Services
 - e. Added value by vendor (consulting, development)
 - f. Platform and Licensing
 - g. Web-based capability
 - h. Seamless integration with Microsoft Active Directory
 - i. Other Considerations
 - j. Interoperability with existing financial system (MUNIS)
- 3) Client References

TOWN OF VERNON

CONTRACT #1084-4/29/2016

SEWER UTILITY SOFTWARE SYSTEM

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 therefore the following sums, to wit:

BID PROPOSAL

The undersigned representative of _____ hereby submits the following bid proposal for labor as specified:

1. Total cost for Sewer Utility Software System \$ _____
_____ DOLLARS

2. Cost of Annual Technical Support & Maintenance thereafter \$ _____
_____ DOLLARS

3. DELIVERY TO BE 90 CALENDAR DAYS FROM CONTRACT AWARD. EXTENSION SUBJECT TO WRITTEN APPROVAL BY TOWN ADMINISTRATOR OR HIS DESGNEE

4. BID BOND ATTACHED: YES _____ NO _____

5. Bidder shall submit the name, address, responsible party and phone number of three or more references (preferably municipalities) where similar work has been done.. If none, state so.

1) _____

2) _____

3) _____

6. 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 #1084-04/29/2016

SEWER UTILITY SOFTWARE SYSTEM

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.; 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 judgment 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 or to approve or accept any portion of the work, or 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. **WITNESS WHEREOF**, the parties hereto set their hands and seal this _____ day of

_____ 2016.

Signed in the presence of:

FOR: THE TOWN OF VERNON

By: _____
John D. Ward, Town Administrator

Signed in the presence of:

FOR: _____
Company Name

By: _____
Duly Authorized

Name: _____

Title: _____