

Request For Proposal



FOR FURNISHING CUSTODIAL SERVICES AT THE TOWN OF VERNON WATER POLLUTION CONTROL FACILITY

Contract # 2011 – 05/18/2017

LATE PROPOSALS WILL NOT BE ACCEPTED

TOWN OF VERNON

CONTRACT #2011-05/18/2017

FOR FURNISHING CUSTODIAL SERVICES AT THE TOWN OF VERNON WATER POLLUTION CONTROL FACILITY

INVITATION TO BID

The Town of Vernon, Connecticut is seeking a qualified firm to furnish custodial services at the Wastewater Treatment Facility, 100 Windsorville Road, Vernon, Connecticut. A firm must have demonstrated experience in providing such service and adhere to standards and requirements typical for such service.

There will be a mandatory walk-through of the Wastewater Treatment Facility, 100 Windsorville Road, Wednesday, May 3, at 10:00AM.

Copies of the RFP are available online at the Town of Vernon website at www.vernon-ct.gov/legal-notice with reference to Contract # 2011-05/18/2017 and at the Department of Administrative Services website at www.das.ct.gov.

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 Steven Boske, Assistant Director of Water Pollution Control, by e-mail at sboske@vernon-ct.gov, no later than 3:30pm on Wednesday, May 10, 2017. Answers to all so received questions shall be posted by Friday, May 12, 2017 on the Town's website under the bid section at <http://www.vernon-ct.gov/legal-notice> with reference to Contract #2011-05/18/2017.

Two (2) copies of all proposals should be submitted in a sealed envelope, with "BID DOCUMENT – DO NOT OPEN – CONTRACT #2011-05/18/2017" 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 11:30AM on Thursday, May 18, 2017; at which time proposals shall be opened and read aloud publicly. **E-mailed, faxed or late 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.

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 materials from disclosure to non-Town employees to the extent required by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

John D. Ward
Town Administration

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 Instruction 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 envelope 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 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 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 bidder awarded this bid must provide a current Certificate of Insurance to the Town Administrator PRIOR to commencement of work, with the following requirements:
 - A. General liability coverage limits for bodily injury, property damage, and personal injury, \$1,000,000 per occurrence/\$2,000,000 general aggregate.
 - B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence.
 - C. Umbrella/excess liability coverage, extending over the general liability, auto liability, and employer liability coverage, for a minimum of \$1,000,000 per occurrence. It is recommended that bidders already insured for umbrella limits in excess of \$1,000,000 should show the increased limits.
 - D. Professional liability insurance, \$1,000,000 per claim/\$1,000,000 annual aggregate, when professional services is being provided.
 - E. Worker's Compensation, as required by Connecticut State Statute.
 - F. The "Town of Vernon" is to appear as an additional insured on all Certificates of Insurance for general liability and auto liability coverage.
 - G. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut, and rated at least A-VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Vernon.
 - H. All insurance may not be canceled or modified without thirty (30) days written notice to the Vernon Town Administrator, 14 Park Place, Vernon, CT 06066
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 of the successful bidder shall be held until such time as all conditions of the proposal have been met.

SPECIAL INSTRUCTION TO BIDDERS

FOR

CONTRACT #2011- 05/18/2017

FOR FURNISHING SECURITY SERVICES AT THE TOWN OF VERNON

WATER POLLUTION CONTROL FACILITY

- 1) Information or questions concerning this contract should be directed to Steven Boske, Assistant Director of Water Pollution Control, 100 Windsorville Road (Route 74), Vernon, CT 06066, telephone (860) 870-3545.
- 2) There will be a mandatory walk through of all buildings under this contract on Wednesday, May 3, 2017 at 10:00 AM at the Vernon Water Pollution Control Facility, 100 Windsorville Road, Vernon, CT. Bids from parties/firms who fail to make this mandatory walk through will be automatically disqualified.
- 3) This contract shall cover a two (2) year period. The Town Administrator, at his option may renew the contract for two (2) additional years upon sending the Contractor thirty (30) days written notice. The Contractor shall, within ten (10) days after receipt of said notice, indicate his/her acceptance or non-acceptance of the proposed renewal. In the event that the contract is renewed, all of the original terms shall remain in full force for the renewal period.

SPECIFICATIONS

FOR

CONTRACT #2011- 5/18/2017

FOR FURNISHING CUSTODIAL SERVICES AT THE TOWN OF VERNON

WATER POLLUTION CONTROL FACILITY

There will be a mandatory walk-through of all buildings under this contract on Wednesday, May 3, 2017 at 10:00AM at the Vernon Water Pollution Control Facility; 100 Windsorville Road, Vernon, CT. Bids from parties/firms who fail to make this mandatory walk-through will be automatically disqualified.

This contract shall cover a two (2) year period with the option to renew the contract for two (2) additional years. 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 Water Pollution Control, the Town may cancel this contract and terminate services and pro-rate payment with deductions for services not delivered, provided that written warning has been provided to the Contractor and it has failed to provide consistent satisfactory service within thirty (30) days of said warning.

1.0 SCOPE OF WORK

- 1.1 The intent of this contract is to obtain clean and neat-appearing municipal building. The work under this contract includes performing all operations in connection with providing custodial services as described within these specifications as well as furnishing of all labor, equipment and cleaning materials with the exception of paper towels, toilet tissue, hand soap, hand sanitizer and plastic bags which are to be furnished by the Vernon WPCF.
- 1.2 The Municipal Buildings to be serviced in accordance with these specifications include the following:
1. Process Control Building 01
 2. Chemical Building 03
 3. Carbon Regen Building 11

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 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.
- 2.3 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.
- 2.4 Clean walls and partitions: To wipe with a cloth, clean water, and detergent if needed, all walls, partitions, rails, doors, and window frames (weekly).
- 2.5 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 finish. Machine buff to a satisfactory finish that must meet supervisor's approval.
- 2.6 Scrub floors: To clean thoroughly with strong, disinfectant detergent solution and mop clean with clear water.
- 2.7 Dust Furniture: To wipe, 100%, with a treated duster, or cloth all furniture and equipment not a part of a building.
- 2.8 Dust interior surfaces: To dust 100% of all horizontal and vertical building surfaces such as rails, window sills, window blinds, partitions, vents, ceiling fans and baseboards.
- 2.9 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 a container is emptied. All waste baskets, trash receptacles shall be washed with a disinfectant detergent a minimum of three times per month.
- 3.0 Lock up: After completion of cleaning services, remove all cleaning materials and equipment, turn out all the lights and lock doors that are designated to be locked.
- 3.1 Refill dispensers: To clean all soap dispensers and trays, and refill with soap. To clean all hand sanitizer dispensers and refill with hand sanitizer. Refill all toilet tissues, towel and sanitary dispensers.

- 3.2 Shampoo and extracting carpets: Thoroughly vacuum, spot clean, and shampoo and extract all permanently installed carpeting, including any necessary moving 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 rotation brush type machine.
- 3.3 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 or water coolers.
- 3.4 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.
- 3.5 Vacuum rugs and carpets: To clean carpets with suitable heavy power head vacuum cleaner, using a 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 completed at specified times. 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 Water Pollution Control 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 Water Pollution Control.

5.0 **OTHER DUTIES AND RESPONSIBILITIES**

5.1 ENERGY CONSERVATION

This is required – lights should only be on when necessary

5.2 SECURING OFFICES

Each day at the completion of custodial work, offices are to be locked and lights turned off. 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. All windows shall be closed and locked.

5.3 KEYS

- a. Any keys not returned during or at the completion of the contract will be charged back to the Contractor at \$100 per lost key.
- b. Any expenses incurred as a result of lost keys (replacement keys, locksmith) will be charged back to the Contractor. The Director of Water Pollution Control will determine the extent of the lock changing and the locksmith used to perform the work.

5.4 Cleaning personnel shall fill out a written report for any condition observed that appears to require repair or attention: said reports are to be submitted to the Director of Water Pollution Control.

6.0 **WORK PERFORMANCE**

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

6.2 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.

6.3 If the contractor makes staff changes, the new cleaning personnel must be accompanied by experienced personnel for at least one (1) work week in order to familiarize the new employee with the building and procedures.

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

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

6.6 Only material placed in a waste or recycling receptacle shall be removed from any office.

6.7 All Contractor's equipment must be of commercial grade or better and adhere to all OSHA specifications. Any equipment found to be sub-standard will not be allowed to be used.

7.0 **CONTRACTOR'S SUPERVISION**

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

7.2 The Contractor shall be available by email with a response time of no less than 15 minutes.

8.0 **OTHER**

8.1 There must be on-site copies of all Safety Data Sheets on any chemicals supplied by the Contractor. The sheets must be the most current available.

8.2 Letters of reference as to the quality of work performed in commercial buildings must accompany each Bid Proposal.

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

9.0 **DURATION OF CONTRACT**

9.1 The Town shall take bids on a contract for the service described herein which is expected to begin on July 1, 2017 and continue through June 30, 2019. 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 the written permission from the Town Administrator. There will be an option for two (2) additional years.

10.0 **PAYMENT**

10.1 The Town will pay the Contractor on a monthly basis as invoiced for service provided.

11.0 **EMPLOYEE ROSTER**

11.1 The Contractor will provide the Director of Water Pollution Control 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 two (2) individuals to contact on a 24-hour per day basis as may be necessary. The Town of Vernon reserves the right to reject Contractor's employees at its sole discretion.

11.3 Contractor's employees must be able to communicate in English.

12.0 **VERIFICATION OF WORK PERFORMED**

12.1 Contractor's representative shall verify all work performed each time service is provided. Any work not performed will be back-charged against monthly invoice at the sole discretion of the Director of Water Pollution Control.

WATER POLLUTION CONTROL FACILITY

100 Windsorville Road, Vernon, CT

DAYS OF SERVICE – Tuesday & Friday*

TIMES OF SERVICE – 4PM-11PM

*Saturday may be substituted for Friday, time of service is 7AM – 4PM

Process Control Building 01

Daily Tasks

- Empty all sanitary receptacles, trash containers and waste receptacles and place in dumpster; install new liner bags.
- Empty all recycle containers
- Wipe door handles, faucet handles, toilet handles and phone handsets with disinfectant wipes.
- General dusting of all office furnishings, furniture and tables,
- Remove fingerprints and smudges from entrance door glass, interior/exterior.
- Damp wipe formica counter top and table tops
- Wash and sanitize all sinks and toilets.
- Polish all mirrors, bright work and enamel surfaces.
- Remove smudges and marks from walls.
- Sweep and mop-clean all tile, lavatory, and locker room floors with disinfectant cleaner.
- Wash wall under paper dispenser in lavatories and kitchen.
- Fill toilet tissue, soap, sanitizer, and towel dispensers.
- Dust all ledges within reach of average person.
- Vacuum all carpeted areas and matting. Sweep under entrance building mats during winter months

Weekly Tasks

- Dust all picture frames, vertical surfaces of office furniture, louvers on doors and walls.
- Dust walls/baseboards behind doors
- Scrub-clean lavatory and locker room floors and showers.
- All shower rooms must be disinfected weekly.

Monthly Tasks

- Wash sanitary receptacles, trash containers and waste receptacles
- High dusting to include cleared areas and tops of bookshelves, window ledges and all horizontal surfaces not dusted during daily service.
- Buffing of all tile floors to achieve a satisfactory high-gloss finish

Quarterly Tasks

- Vacuum all upholstered furniture and blinds
- Scrub and wax all tile floors.
- Shampoo carpet areas

**Chemical Building 03
Carbon Regen Building 11**

Daily Tasks

- Empty all sanitary receptacles, trash containers and waste receptacles and place in dumpster; install new liner bags.
- Empty all recycle containers
- Wipe door handles, faucet handles, toilet handles with disinfectant wipes.
- Remove fingerprints and smudges from lavatory, interior/exterior.
- Wash and sanitize all sinks and toilets.
- Polish all mirrors, bright work and enamel surfaces.
- Remove smudges and marks from walls.
- Sweep and mop-clean all lavatory floors with disinfectant cleaner.
- Wash wall under paper dispenser in lavatories.
- Fill toilet tissue, soap, sanitizer, and towel dispensers.
- Dust all ledges within reach of average person.

Weekly Tasks

- Dust walls/baseboards behind doors
- Scrub-clean lavatory floors.

Monthly Tasks

- Wash sanitary receptacles, trash containers and waste receptacles
- High dusting to include all horizontal surfaces not dusted during daily service.
- Buffing of all tile floors to achieve a satisfactory high-gloss finish

BID PROPOSAL

TOWN OF VERNON

CONTRACT #2011-05/18/2016

FURNISHING SECURITY SERVICES AT THE TOWN OF VERNON

WATER POLLUTION CONTROL FACILITY

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 on the equipment and/or work as specified:

1. TOTAL COST (Both Numeric & Written)

1. July 1, 2017 – June 30, 2018

\$ _____

2. July 1, 2018 – June 30, 2019 % Increase _____

\$ _____

2. 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) _____

5. 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 Telecopies (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, CONNECTICUT

CONTRACT #2011-05/18/2017

FOR FURNISHING SECURITY SERVICES AT THE TOWN OF VERNON

WATER POLLUTION CONTROL FACILITY

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 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.

WITNESS WHEREOF, the parties hereto set their hands and seal this _____ day of

_____ 2017.

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: _____