

# Request For Proposal



## **FOR FURNISHING SECURITY SERVICES AT THE TOWN OF VERNON WATER POLLUTION CONTROL FACILITY**

**Contract # 2066 – 05/28/2020**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

TOWN OF VERNON

CONTRACT #2066 – 05/28/2020

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

**INVITATION TO BID**

The Town of Vernon, Connecticut is seeking security 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, Friday, May 15, 2020 at 10:00 AM. Walk-through participants must register by 3:30 PM Tuesday, May 12, 2020 by email to Robert Grasis, Director Water Pollution Control at [rgrasis@vernon-ct.gov](mailto:rgrasis@vernon-ct.gov), so that safe workplace conditions and social distancing requirements as set forth by Executive Orders 7BB and 7X may be established prior to the walk-through.

Copies of the RFP are available online at the Town of Vernon website at [www.vernon-ct.gov/legal-notices](http://www.vernon-ct.gov/legal-notices) with reference to Contract #2066 – 05/28/2020 and at the Department of Administrative Services website at [www.das.ct.gov](http://www.das.ct.gov).

All questions about the proposals should be directed to Robert Grasis, Director Water Pollution Control, by e-mail at [rgrasis@vernon-ct.gov](mailto:rgrasis@vernon-ct.gov), with copies to Steven Boske, Assistant Director of Water Pollution Control, by e-mail at [sboske@vernon-ct.gov](mailto:sboske@vernon-ct.gov), no later than 3:30 PM on Monday, May 18, 2020. Answers to all so received questions shall be posted by Friday, May 22, 2020 on the Town's website under the bid section at <http://www.vernon-ct.gov/legal-notices> with reference to Contract #2066 – 05/28/2020.

Two (2) copies of all proposals should be submitted in a sealed envelope, with "BID DOCUMENT – DO NOT OPEN – CONTRACT #2066-05/28/2020" clearly marked on the outside of the envelope, to: Michael Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 by 11:30 AM on Thursday, May 28, 2020; 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.

Michael J. Purcaro  
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 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 or in a manner not 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:

**Commercial General Liability** (Town of Vernon added as additional insured):

Each Occurrence:	\$ 1,000,000
Personal/Advertising Injury per Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000
Fire Damage Legal Liability	\$ 100,000

**Automobile Liability** (Town of Vernon added as additional insured):

Each Accident:	\$ 1,000,000
Hired/Non-owned Auto Liability:	\$ 1,000,000

**Workers' Compensation/Employers Liability**

Workers' Compensation Statutory Requirement set forth by State of CT

Employers Liability

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

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

Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000

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

Each Claim:	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

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.

13. **INDEPENDENT CONTRACTOR**

The selected Company is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The Company is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.

14. **INDEMNIFICATION/HOLD HARMLESS**

The selected Company agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Company and its employees, contractor, sub-contractors and agents. This indemnification includes the Company's duty to defend the Town of Vernon from any such claims.

15. **WAIVER OF SUBROGATION REQUIREMENT**

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

16. **CONTINGENT UPON AVAILABILITY OF FUNDS**

The Town's obligation under this RFP is contingent upon the availability of appropriated funds from which payment for RFP purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available and approved for this RFP and until a Purchase Order has been issued.

17. **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.

18. **TERMINATION**

Termination For Cause: If, through any cause, the Company shall fail to fulfill in a timely and proper manner the obligations under this RFP, or if the Company shall violate any of the covenants, agreements, or stipulations of this RFP, the Municipality shall, thereupon, have the right to terminate this RFP by giving written notice to the Company of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Company under this RFP shall, at the option of the Municipality, become its property and the Company shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

Termination For Convenience: Either party to this RFP may terminate this RFP at any time by a notice in writing, effective not less than thirty (30) days prior to the termination date. If the RFP is terminated by the Municipality as provided herein, the Company will be paid for services performed up to the date of termination.

**SPECIAL INSTRUCTION TO BIDDERS**

**FOR**

**CONTRACT #2066 – 05/28/2020**

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

- 1) All questions about the proposals should be directed to Robert Grasis, Director Water Pollution Control, by e-mail at [rgrasis@vernon-ct.gov](mailto:rgrasis@vernon-ct.gov), with copies to Steven Boske, Assistant Director of Water Pollution Control, by e-mail at [sboske@vernon-ct.gov](mailto:sboske@vernon-ct.gov), no later than 3:30 PM on Monday, May 18, 2020. Answers to all so received questions shall be posted by Friday, May 22, 2020 on the Town's website under the bid section at <http://www.vernon-ct.gov/legal-notice> with reference to Contract #2066 – 05/28/2020.
- 2) There will be a mandatory walk through of all buildings under this contract on Friday, May 15<sup>th</sup>, 2020 at 10:00 AM at the Vernon Water Pollution Control Facility, 100 Windsorville Road, Vernon, CT. Walk-through participants must register by 3:30 PM Tuesday, May 12, 2020 by email to Robert Grasis, Director Water Pollution Control at [rgrasis@vernon-ct.gov](mailto:rgrasis@vernon-ct.gov) so that safe workplace conditions and social distancing requirements as set forth by Executive Orders 7BB and 7X may be established prior to the walk-through. Bids from parties/firms who fail to make this mandatory walk through will be automatically disqualified.
- 3) This contract shall cover a one (1) year period. The Town Administrator, at his option may renew the contract for three (2) additional one-year periods 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 #2066- 05/28/2020**  
**FOR FURNISHING SECURITY SERVICES AT THE TOWN OF VERNON**  
**WATER POLLUTION CONTROL FACILITY**

01.0 **SCOPE OF WORK**

01.01 The intent of this contract is to provide on-site security services at the Town of Vernon Water Pollution Control Facility as required. A uniformed security guard shall be required during the following days and times.

Monday	4:00 pm	through	Tuesday	7:00 am	15 Hrs.
Tuesday	4:00 pm	through	Wednesday	7:00 am	15 Hrs.
Wednesday	4:00 pm	through	Thursday	7:00 am	15 Hrs.
Thursday	4:00 pm	through	Friday	7:00 am	15 Hrs.
Friday	4:00 pm	through	Saturday	7:00 am	15 Hrs.
Saturday	7:00 am	through	Monday	7:00 am	48 Hrs.

01.02 In addition, an on-site uniformed security guard is required on the following Holidays observed by the Town of Vernon.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday Following Thanksgiving
Independence Day	Christmas Day

During the above listed days, security services shall be provided contiguous with the security guard's shift normally ending at 7:00 am in accordance with paragraph 01.01 and shall continue through the security guard's regular shift beginning at 4:00 pm. (9 hours per holiday)

01.03 The security guard on-duty is required to make rounds each hour during his/her shift to designated areas of the treatment plant site. Each designated area shall have a station with a bar code scanning device, to be supplied by the successful bidder, in which the security guard shall utilize a Tourscan or other equivalent indicator to insure that he/she has visited that site. Copies of scanning reports shall be provided to the Town of Vernon upon request.



01.04 It shall be the responsibility of the successful bidder to insure that all security guards meet the minimum following requirements.

- ◆ Must be eligible to work in the U.S.
- ◆ Effective communications skills
- ◆ Minimum six months security experience
- ◆ Physically able to perform duties
- ◆ Proficient in the English language
- ◆ No criminal record
- ◆ Free of Drug and Alcohol abuse
- ◆ No record of violent behavior

01.05 The basic duties and responsibilities of the security guard on duty will be to make rounds on an hourly basis and to notate into the guard's log, any of the following conditions (alarms should be immediately reported to the designated "on-call" Town operator).

- ◆ Doors and Windows (open or broken)
- ◆ Fire doors (blocked open or not working)
- ◆ Exits obstructed
- ◆ Visitors (indicate name and number)
- ◆ Trespassers or loiterers (name)
- ◆ Fires
- ◆ Safety Hazards
- ◆ Alarms referred (type and to whom)
- ◆ Vehicles secured in area
- ◆ Flooded areas
- ◆ Pipe leaks
- ◆ Heat or A/C not working
- ◆ Phone messages
- ◆ Workers on site
- ◆ Lights left on
- ◆ Rounds made (indicate time)
- ◆ Number of stations checked
- ◆ Any rounds omitted (state reason)
- ◆ Any stations omitted (state reason)
- ◆ Property damaged
- ◆ Any other conditions to report

02.0 **PERFORMANCE OF WORK**

02.01 All service shall be performed in a workman like manner in conformance with standard and acceptable security service industry standards.

02.02 If the scope of work, specific tasks, scheduling of work or performance in providing this service is not done to the satisfaction of the Director of Water Pollution Control, 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.

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

03.0 **DURATION OF CONTRACT**

03.01 The Town shall take bids on a contract for the service described herein which is expected to begin on July 1, 2020 and continue through June 30, 2023. The Contractor shall not transfer, sublet or assign the contract for security 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.

04.0 **PAYMENT**

04.01 The Town will pay the Contractor on a weekly basis as invoiced for hours of guard service provided during the workweek.

**BID PROPOSAL**

TOWN OF VERNON

CONTRACT #2020 – 05/28/2020

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:

Standard unit price for providing (1) uniformed security guard at the Town Of Vernon Water Pollution Control Facility shall be \$ \_\_\_\_\_ Per Hour.

A. Standard unit annual cost (no premium time) based on 123 hours per week as defined in 01.0 SCOPE OF WORK, Section 01.01. \$ \_\_\_\_\_

B. Standard unit annual cost (no premium time) for coverage of 9 hours per day for (12) twelve holidays observed by the Town of Vernon as defined in 01.0 SCOPE OF WORK, Section 01.02. \$ \_\_\_\_\_

C. List of days and hours that overtime or premium time is required by the Contractor and identify costs additional to the standard unit cost.

(24 hours x hourly rate x 1.5 less 15 hours at straight time already included in section A)

_____	24 hours x	\$ _____	-	_____	=	_____
_____	24 hours x	\$ _____	-	_____	=	_____
_____	24 hours x	\$ _____	-	_____	=	_____
_____	24 hours x	\$ _____	-	_____	=	_____
_____	24 hours x	\$ _____	-	_____	=	_____
_____	24 hours x	\$ _____	-	_____	=	_____
_____	24 hours x	\$ _____	-	_____	=	_____
_____	24 hours x	\$ _____	-	_____	=	_____

TOTAL OVERTIME OR PREMIUM TIME ONLY COSTS \$ \_\_\_\_\_

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

1. Total cost:  
\$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS

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

3. BID BOND ATTACHED: YES \_\_\_\_\_ NO \_\_\_\_\_

4. 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

© 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, CONNECTICUT

CONTRACT #2066 - 05/28/2020

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) **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.

(3) **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

**H. INSURANCE** – Successful bidder must **provide a current Certificate of Insurance to the Town Administrator PRIOR to commencement of work**, with the following requirements:

**Commercial General Liability** (Town of Vernon added as additional insured):

Each Occurrence:	\$ 1,000,000
Personal/Advertising Injury per Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000
Fire Damage Legal Liability	\$ 100,000

**Automobile Liability** (Town of Vernon added as additional insured):

Each Accident:	\$ 1,000,000
Hired/Non-owned Auto Liability:	\$ 1,000,000

**Workers' Compensation/Employers Liability**

Workers' Compensation Statutory Requirement set forth by State of CT

**Employers Liability**

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

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

Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000

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

Each Claim:	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

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

**I. INDEPENDENT CONTRACTOR**

The selected Company is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The Company is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.

J. **INDEMNIFICATION/HOLD HARMLESS**

The selected Company agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Company and its employees, contractor, sub-contractors and agents. This indemnification includes the Company's duty to defend the Town of Vernon from any such claims.

K. **WAIVER OF SUBROGATION REQUIREMENT**

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

L. **CONTINGENT UPON AVAILABILITY OF FUNDS**

The Town's obligation under this RFP is contingent upon the availability of appropriated funds from which payment for RFP purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available and approved for this RFP and until a Purchase Order has been issued.

M. **TERMINATION**

Termination For Cause: If, through any cause, the Company shall fail to fulfill in a timely and proper manner the obligations under this RFP, or if the Company shall violate any of the covenants, agreements, or stipulations of this RFP, the Municipality shall, thereupon, have the right to terminate this RFP by giving written notice to the Company of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Company under this RFP shall, at the option of the Municipality, become its property and the Company shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

Termination For Convenience: Either party to this RFP may terminate this RFP at any time by a notice in writing, effective not less than thirty (30) days prior to the termination date. If the RFP is terminated by the Municipality as provided herein, the Company will be paid for services performed up to the date of termination.

N. **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.

**O. 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.

**P. 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".

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

**R. 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.

- S. DISPUTES.** The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.
- T. 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 \_\_\_\_\_ 2020.

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**FOR: THE TOWN OF VERNON**

By: \_\_\_\_\_  
Michael Purcaro, Town Administrator

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**FOR:** \_\_\_\_\_  
*Company Name*

By: \_\_\_\_\_  
*Duly Authorized*

Name: \_\_\_\_\_

Title: \_\_\_\_\_