

# Request for Proposal



**ANNUAL FIREWORKS DISPLAY FOR THE TOWN OF VERNON  
YEARS 2022, 2023, 2024**

**Contract # 2086**

**Bids received no later than 10:00 am Thursday, March 3, 2022.  
Received bids opened and read aloud publicly on March 3, 2022 at 11:00 am.**

**EMAILED, FAXED OR LATE PROPOSALS WILL NOT BE ACCEPTED**

**LEGAL NOTICE/ INVITATION TO BID**  
**TOWN OF VERNON**  
**CONTRACT #2086 - 03/03/2022**  
**ANNUAL FIREWORKS DISPLAY FOR THE TOWN OF VERNON**  
**YEARS 2022, 2023, 2024**

The Town of Vernon, Connecticut is seeking a qualified pyrotechnic firm to provide the annual fireworks display. A firm must have a demonstrated experience and safety record in providing such services and adhere to standards and requirements typical for such services.

Copies of the RFP are available online at the Town of Vernon website at [www.vernon-ct.gov/government/bids-and-contracts](http://www.vernon-ct.gov/government/bids-and-contracts) with reference to Contract # 2086 dated 03/03/2022 and at the Department of Administrative Services (DAS) website <https://portal.ct.gov/DAS/CTSource/CTSource>.

All questions about the proposal should be directed via email only to Marty Sitler, Director of Parks and Recreation Department at [msitler@vernon-ct.gov](mailto:msitler@vernon-ct.gov), no later than 3:00 p.m. Tuesday, February 22, 2022. Answers to received questions will be posted no later than Thursday, February 24, 2022 on the Town's website at [www.vernon-ct.gov/government/bids-and-contracts](http://www.vernon-ct.gov/government/bids-and-contracts) and the DAS website at [portal.ct.gov/DAS/CTSource/CTSource](https://portal.ct.gov/DAS/CTSource/CTSource) and referencing the contract number.

Two (2) copies of the proposal should be submitted in a sealed envelope, clearly marked "BID DOCUMENT – DO NOT OPEN - CONTRACT #2086 - 03/03/2022" on the outside of the envelope and delivered to: Michael Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than **10:00 AM on Thursday, March 3, 2022**. Received bids will be opened and read aloud publicly via Zoom web conferencing on **March 3, 2022 at 11:00 am**. Interested parties may join the meeting using following information:  
<https://us02web.zoom.us/j/85370646103?pwd=VGFvU1o2Yjg5YXpqNjArTDc4NEtyUT09>  
Meeting ID: 853 7064 6103, Passcode: 01142022 or by Phone 1 929 205 6099. **E-mailed, faxed or late bids will not be accepted.**

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

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 RFQ; if it is deemed to be in the best interest of the Town.

Michael Purcaro, Town Administrator

**TOWN OF VERNON**

**CONTRACT #2086 - 03/03/2022**

**ANNUAL FIREWORKS DISPLAY FOR THE TOWN OF VERNON**

**YEARS 2022, 2023, 2024**

**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 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.
4. Two (2) copies of the proposal should be submitted in a sealed envelope, clearly marked "BID DOCUMENT – DO NOT OPEN - CONTRACT #2086 - 03/03/2022" on the outside of the envelope and delivered to: Michael Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than **10:00 AM on Thursday, March 3, 2022**. Received bids will be opened and read aloud publicly via Zoom web conferencing on **March 3, 2022 at 11:00 am**. Interested parties may join the meeting using following information. <https://us02web.zoom.us/j/85370646103?pwd=VGFvU1o2Yjg5YXpqNjArTDc4NEtyUT09>. Meeting ID: 853 7064 6103, Passcode: 01142022 or by Phone 1 929 205 6099.

**E-mailed, faxed or late bids will not be accepted.**

5. Questions concerning this RFP should be directed by e-mail only to [msitler@vernon-ct.gov](mailto:msitler@vernon-ct.gov), by February 22, 2022 at 3:00 pm.
6. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.
7. 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.

8. 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.
9. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
10. 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.
11. The Town will not accept any additional charges for freight or shipping.
12. 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 \$2,000,000 Property Liability Insurance and a minimum motor vehicle liability insurance in the amount of \$2,000,000 Single Limit, or comparable coverages.
13. 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.

14. All insurance documents must be submitted with the executed contract. Town of Vernon must be listed as Certificate Holder & Additional Insured.
15. **RIGHT TO REJECT PROPOSALS**  
Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Vernon and the firm selected.

The Town of Vernon reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the request for proposal.

**16. NON-DISCRIMINATION**

No person shall be denied or subjected to discrimination on account of any services, or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provision), marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the Town and may result in ineligibility for further Town contracts. The proposer shall at all times in the proposal and contract process comply with all applicable Town, State, and Federal anti-discrimination laws, rules, regulations and requirements thereof.

**TOWN OF VERNON**

**CONTRACT #2086 - 03/03/2022**

**ANNUAL FIREWORKS DISPLAY FOR THE TOWN OF VERNON**  
**YEARS 2022, 2023, 2024**

**SPECIFICATIONS**

The annual fireworks display is the prime special event for the Town of Vernon. Over 50,000 people in Vernon and surrounding towns view this event each year. The Town of Vernon is seeking pyrotechnic firms to submit proposals for the annual fireworks display.

Preliminary dates are as follows:

Second Tuesday of July for Three Years

- July 12, 2022
- July 11, 2023
- July 9, 2024

Rain Date: Second Wednesday of July for Three Years

- July 13, 2022
- July 12, 2023
- July 10, 2024

A pyrotechnic firm will be selected by the information provided by the forms listed below. Firms will be evaluated by their experience, safety record, references and entire document submitted. Two (2) copies of the documents must be submitted.

The Parks and Recreation Department of the Town of Vernon, Connecticut will be sponsoring the Annual Fireworks Display. The location is at Memorial Tower in Henry Park at 120 South Street in Vernon, CT.

During the evaluation process, the Selection Committee and the Town of Vernon, hereon referred to as the ("Town") reserve the right, where it may serve the Town of Vernon's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town or the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

**The town will select a firm for three years with an option to renew two more years.** The Town has the sole authority to renew the contract. The Town reserves the right to end the contract at any time if it deems the performance unsafe or inadequate.

Show Format:

- A.** Because of the site, the entire show must be in the air, all aerial type fireworks. No illuminations, roman candles, comets, boxes, 2" shells and ground displays. No shells larger than 6 inches. Minimum shell size is 3 inches. All shells must be 3", 4", 5" and 6" true diameter shells.

- B. Start time is approximately 9:00pm to 9:30pm and approved by Department of Parks and Recreation. Format and length of the display will be computerized and will run 22 to 26 minutes in length.
- C. The show format consists of approximately, 900 3" shells, 400 4" shells 200 5" shells and 100 6" shells.

**SCOPE OF SERVICES**

Interested fireworks companies should submit their qualifications and provide all the information listed below for review by the Parks and Recreation Department. In addition to submitting a firework display proposal, interested fireworks companies should include the following information.

- A. Briefly list recent programs and references.
- B. Fireworks company must describe safety record.
- C. Fireworks company must provide a State of Connecticut certified pyro technician (shooter) for the fireworks display, and briefly describe his or her background experience.
- D. Fireworks company must carry the following insurance coverages:

**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

- E. All insurance may not be canceled or modified without sixty (60) days written notice to the Vernon Town Administrator, 14 Park Place, Vernon, CT 06066
- F. Town of Vernon must be additional insured on General Liability, and Umbrella Liability policies, and include all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
1. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether other available coverage is primary, contributing or excess.
  2. All insurance companies must be licensed to do business in the State of Connecticut, and have an A.M. Best rating of A-/VII or higher, Non-licensed insurance companies conducting business in Connecticut must be listed on the non-admitted insurer's list.
  3. The contractor's effective date of coverage for the Primary and Excess Liability coverage should be concurrent.
  4. Exceptions to any requirements are subject to the sole discretion of the Town of Vernon.
- G. The following conditions will be required to ensure a safe, cautious, and successful display:
1. An inventory of shells will be taken the day of the show to verify size, type and quantity.
  2. Fireworks Company's pyrotechnic Ian (shooter) must meet at least one month prior to the date of the display with local police, fire officials, and Parks and Recreation Department to review the program, safety precautions, and any set-up work that needs to be done prior to the date of the display.
  3. Firing crew must appear at the job site at least eight (8) hours before starting time on the date of the display in order to properly set up and go over safety precautions, etc.
  4. Post show clean-up.
  5. Cleanup will begin immediately following the show.
  6. A licensed technician must be available the following day between 8:00am and noon with response time no greater than one hour in the event any live devices are found on the grounds.
- H. **Evaluation Criteria:** Price will not be the primary factor in the selection for the firm. The successful firm will be awarded based on references, program format, safety record, and meeting all the criteria listed within the document, as reviewed by the Parks and Recreation Department and the Fire Marshal.
- I. **Sealed Dollar Cost Bid Total All-Inclusive Maximum Price:** The Sealed Dollar Cost Bid should contain all pricing information relative to performing as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The Town will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs should not be included in the proposal.

**TOWN OF VERNON**

**CONTRACT #2086 - 03/03/2022**

**ANNUAL FIREWORKS DISPLAY FOR THE TOWN OF VERNON**  
**YEARS 2022, 2023, 2024**

**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:

**TOWN OF VERNON**  
**CONTRACT #2086 - 03/03/2022**

**ANNUAL FIREWORKS DISPLAY FOR THE TOWN OF VERNON**  
**YEARS 2022, 2023, 2024**

**BID PROPOSAL**

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

1. Total cost **All-Inclusive Maximum Price:** \_\_\_\_\_

**Year One - 2022** \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS

**Year Two -2023** \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS

**Year Three -2024** \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS

**SUBTOTAL YEARS 2022, 2023, 2024** \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS

**Optional Year One - 2025** \$ \_\_\_\_\_,

\_\_\_\_\_ DOLLARS

**Option Year Two -2026** \$ \_\_\_\_\_,

\_\_\_\_\_ DOLLARS

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

3. 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) \_\_\_\_\_

4. 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 #2086 - 03/03/2022**

**ANNUAL FIREWORKS DISPLAY FOR THE TOWN OF VERNON  
YEARS 2022, 2023, 2024**

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

(3) In the event it is either forbidden or impractical to conduct a firework display or event for health, safety and/or welfare due to the COVID-19 pandemic, the Town reserves the right to cancel the fireworks display on or before **14 days**. If the Town elects this option, this Agreement between the Town and the Contractor shall be void, the Town shall have no obligation to make any payment to the Contractor, and neither party shall have any recourse, legal or otherwise, against the other party.

(4) The Town may suspend Contractor operations due to inclement weather. If the Town makes such an election, the performance period will be changed to (*insert date*).

**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. **INDEMNIFICATION HOLD/HARMLESS** The Contractor shall indemnify, defend 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. This indemnification includes the Company's duty to defend the Town of Vernon from any such claims.
- 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.

h. The Contractor must carry the following insurance coverage:

**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. **WAIVER OF SUBROGATION REQUIREMENT**

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

**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. TERMINATION**

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

**H.** 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

(1) **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.

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

**I. 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.

**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.

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

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

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

**FOR: THE TOWN OF VERNON**

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

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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