

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

**TOWN OF VERNON
DEPARTMENT OF PUBLIC WORKS**



CONTRACT #2087

**FOR THE HAULING & DISPOSAL OF RECYCLABLES
AND BULKY WASTE FROM TRANSFER STATION
FOR THE DEPARTMENT OF PUBLIC WORKS
FOR A PERIOD OF FIVE (5) YEARS**

Town of Vernon, CT

STANDARD INSTRUCTIONS TO BIDDERS

These instructions are standard for all proposals issued by the Town of Vernon, Connecticut for the purchase of all supplies, materials, equipment and the furnishing of certain services. **The Town may delete, supersede or modify any of these standard instructions for a particular proposal by indicating such change in a section entitled "Special Instructions to Bidders".**

1. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
2. Proposals must be submitted on the enclosed form with any required bid security.
3. Bids shall be submitted in sealed envelopes which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "BID DOCUMENT - DO NOT OPEN". The bid envelope shall indicate the contract number as shown on the "Invitation To Bid". Emailed, faxed or late bids will not be accepted.
4. Bids received later than the time and date specified in the "Invitation To Bid" will not be considered. Withdrawal of bids, received later than the time and date set for the bid opening, will not be considered.
5. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.
6. The bidder shall insert the price per stated unit and extend a total price for each item. IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.
7. In accordance with the provisions of Section 12-412 (a) of the Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.
8. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
9. The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.
10. The Town will not accept any additional charges for freight or shipping.
11. The successful bidder must carry 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 |

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

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

Town of Vernon, CT

CONTRACT #2087

**FOR THE HAULING & DISPOSAL OF RECYCLABLES AND BULKY WASTE FROM TRANSFER STATION
FOR THE DEPARTMENT OF PUBLIC WORKS FOR A PERIOD OF FIVE (5) YEARS**

SPECIAL INSTRUCTIONS TO BIDDERS

1. **A mandatory site visit at the Transfer Station located at 12 Hockanum Boulevard, Vernon, Connecticut is scheduled for Friday, March 4, 2022 at 10:00 AM.**
2. Questions about this RFP should be directed to Dwight Ryniewicz, Director of Public Works Department, by email only to dryniewicz@vernon-ct.gov, no later than Thursday, March 10 2022 at 3:30 PM. Answers to questions received will be posted by Thursday, March 17, 2022 on the Town's website at www.vernon-ct.gov/legal-notice and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/DAS/CTSource/CTSource> by referencing Contract #2087. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.
3. This contract shall cover a five (5) year period with an option for up to five (5) 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 Public Works, the Town may 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 and pro-rate payment with deductions for services not delivered.
4. The Town reserves the right to reject any or all proposals in whole or part, to award any one vehicle or group of vehicles, 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.
5. All insurance documents must be submitted with the executed contract. Town of Vernon must be listed as Certificate Holder and Additional Insured.
6. Deviations: Any and all deletions, variations and exceptions to the specifications must be stated in writing at time of bidding and must be attached to the "Proposal" section of contract.

Town of Vernon, CT

CONTRACT #2087

FOR THE HAULING & DISPOSAL OF RECYCLABLES AND BULKY WASTE FROM TRANSFER STATION
FOR THE DEPARTMENT OF PUBLIC WORKS FOR A PERIOD OF FIVE (5) YEARS

SPECIFICATIONS

GENERAL:

A mandatory site visit at the Transfer Station located as 12 Hockanum Boulevard, Vernon, Connecticut is scheduled for Friday, March 4, 2022 at 10:00 AM.

INTENT:

The intent of these specifications is to describe the services required to obtain a clean, courteous, well-scheduled and well-executed hauling of recyclables and bulky waste program for the Town of Vernon, Connecticut. The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in a manner deemed to be in the best interest of the Town of Vernon.

DEFINITIONS:

- a. **Town** shall mean the Town Administrator or his designated agents and assigns.
- b. **Town Administrator** shall mean the appointed chief administrative officer of the Town of Vernon.
- c. **Director of Public Works** shall mean the person appointed to this position by the Mayor and Town Council.
- d. **Contractor** shall mean the successful bidder and shall include his agents and employees.
- e. **Bond** shall mean bid bonds furnished by the Contractor and the surety in accordance with the Contract Bidding Documents.
- f. **Recyclables** shall mean all materials collected by Town forces that are deemed acceptable as single stream recycling.
- g. **Bulky Waste** shall mean heavy or large objects including, but not limited to, shingles, construction lumber, pressure-treated lumber, drum containers, mattresses, box springs, furniture, doors, crates, reclining chairs, sofa beds, bedframes and toys.
- h. **Roll-Off Container** shall mean a metal container, which has a capacity of thirty (30), forty (40), or fifty (50) cubic yards. Containers shall have moveable plastic lids (flip tops) to protect contents from rain and snow and meeting Connecticut Department of Energy and Environmental Protection (DEEP) requirements for covered dumpsters. These containers shall be for storage and transporting recyclables and bulky waste.

- i. **Compactor Container** shall mean a container for the pre-crusher compactor located at the Transfer Station which has a capacity of 42-50 cubic yards.

TERM OF CONTRACT:

The Town shall receive bids on this contract for the service and program described herein which will be for the period of five (5) years starting July 1, 2022 through June 30, 2027 with an option for up to five (5) additional years. The Contractor shall not transfer, sublet or assign the contract for this service 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.

PAYMENT:

The Town will pay the Contractor the contract price in monthly installments. The Town will be invoiced for all services performed by the Contractor on a monthly basis. All invoices must be as specific as possible. Payments for invoices with discrepancies may be delayed.

Standard of Performance: If the Contractor fails to provide services herein specified for a period in excess of two (2) consecutive, scheduled, working days or fails to provide services in a satisfactory manner, the Town may move as follows (provided such failure is not due to extreme weather conditions, an act of the United States or any State, fires, floods, act of God, epidemics, strikes or other conditions outside the Contractor's control):

At its option, after written notice to the Contractor, replace the Contractor with municipal service or the service of another contractor. The Town may continue to operate this way until such matter is resolved and the Contractor is again able to carry out his operation under the contract. Any and all expenses incurred by the Town may be deducted from compensation due to the Contractor. However, no such deduction from compensation due shall limit the Town from seeking further compensation from direct or consequential damages sustained by such default of the Contractor.

Provided, however, if the Contractor is unable for any cause to resume performance at the end of five (5) calendar days, all liability of the Town under the contract to the Contractor shall cease and the Town shall be free to negotiate with other contractors for the operation of said service. Such operation with another Contractor shall not release the Contractor herein of this liability to the Town for such breach of the contract.

Right to Require Performance: The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce same. Nor shall waiver by the Town of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

PERMITS AND LICENSES:

The Contractor must obtain, before the start of the program, all necessary State and Town permits or licenses required for this type of work and provide satisfactory evidence of same.

CONTAINERS TO BE FURNISHED BY CONTRACTOR:

- a. Four (4) 40 cubic-yard dumpsters for single stream recycling.
- b. Six (6) 30 cubic-yard dumpsters for municipal bulky waste.
- c. One (1) 30 cubic-yard dumpster for cardboard.

- d. One (1) 42-50 cubic-yard compactor container.
- e. All applicable containers are to be covered with plastic, weather-resistant, flip-top lids. Containers may be refurbished but must not have holes, must be freshly painted, and acceptable to the Supervisor of Refuse and Recycling.
- f. Any additional 30 cubic-yard roll-off containers needed to store seasonal overflow will be supplied by the Contractor when notified by the Town.
- g. The Town will occasionally require a 30 cubic-yard construction/bulky waste dumpsters to be delivered to various sites in the Town on an as-needed basis.
- h. The Town owns a 42-50 cubic-yard compactor container and will require an additional 42-50 cubic-yard compactor container to be supplied by the Contractor (see d. above). The hauling of both containers is to be included in this contract.

SCOPE:

- a. The Town of Vernon has and will maintain a suitable staging and loading area at its Transfer Station, located at 12 Hockanum Boulevard, Vernon, Connecticut, for importing, storing and exporting containers. Hours of operation to the public are as follows: Wednesdays from 8:00 AM to 4:00 PM; Saturdays from 8:00 AM to 4:00 PM; and Sundays from 12:00 Noon to 4:00 PM. After-hour arrangements can be made for removal of containers. The Town of Vernon reserves the right to increase the hours of operation.
- b. The Contractor will be responsible for providing the Town with the appropriate roll-off containers, for the collection and storage of Municipal Bulky Waste and Residential Recyclables. The Contractor will also be required to maintain containers including the plastic weathertight lids in good working condition. In the event a container and/or lid becomes damaged, the Contractor agrees to repair in a timely manner. The Connecticut Department of Energy and Environmental Protection (DEEP) requires all containers to have weathertight covers. Any fines incurred as a result of damaged or missing lids will result in the amount of the fine subtracted from the monthly invoice.
- c. The Contractor shall have the capability to expand the storage and transportation of materials as the Town includes additional materials or the volume of materials increases or decreases. There will be no minimum commitment of material to be supplied by the Town.
- d. The Contractor shall transfer and deliver materials from the Town's Transfer Station to a disposal site.
- e. The Contractor shall be responsible for the delivery of municipal bulky waste and recyclables to a Town-approved processing facility.
- f. The Contractor will be required to attach copies of scale tickets with invoices on all recyclables and municipal bulky waste delivered to the appropriate processing facility.

Town of Vernon, CT

CONTRACT #2087

**FOR THE HAULING & DISPOSAL OF RECYCLABLES AND BULKY WASTE FROM TRANSFER STATION
FOR THE DEPARTMENT OF PUBLIC WORKS FOR A PERIOD OF FIVE (5) YEARS**

PROPOSAL

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

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

- A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any other person or persons making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Vernon (the Town) is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;
- B. He has read the information contained herein relating to the work;
- C. That in the event a Contract, as contemplated by this Proposal, is awarded to him, he will enter into a written Contract with the Town, and agrees that in case he fails to do so, the Town may determine that the bidder has abandoned the Contract, and thereupon the acceptance of this Proposal and the award shall be null and void, and that the proposal guarantee may be forfeited in whole or in part to the Town as the Town may determine, and he will, by such Contract, agree to furnish all materials herein required, within the time stipulated by the Town, will perform all services and will assume all liabilities and obligations connected therewith, all in accordance with the Contract, Specifications, and Instructions to Bidders, all of which are made a part hereof, and will accept in full payment therefore the following sums, to wit:

BID PROPOSAL

INSTRUCTIONS: Bidder shall write unit price (or lump sum price when unit price is not applicable) in words in the blank spaces provided at the end of the DESCRIPTION, shall write the unit bid price in figures under UNIT PRICE and shall write the total annual amount for the item under ANNUAL AMOUNT. In the event of a computation error, THE UNIT PRICE SHALL PREVAIL.

The undersigned representative of _____ hereby submits the following bid proposal for storage, haulage and tipping fees as specified in this Contract.

1. BID BOND ATTACHED YES _____ NO _____

2. Price per round trip for haulage of recyclables collected from the Vernon Transfer Station. Yearly estimate @ 100 trips. (Unit Price x Estimated number of trips = Estimated Annual Cost)

| Year | Unit Price | Annual Cost | Estimated Annual Cost |
|-----------|------------|-------------------------------|-----------------------|
| 2022-2023 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2023-2024 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2024-2025 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2025-2026 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2026-2027 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| TOTAL | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |

3. Price per round trip for haulage of municipal bulky waste from the Vernon Transfer Station. Yearly estimate @ 300 trips. (Unit Price x Estimated number of trips = Estimated Annual Cost)

| Year | Unit Price | Annual Cost | Estimated Annual Cost |
|-----------|------------|-------------------------------|-----------------------|
| 2022-2023 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2023-2024 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2024-2025 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2025-2026 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2026-2027 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| TOTAL | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |

4. Price per ton for disposal of municipal bulky waste. Yearly estimate @ 1,800 tons.
 (Unit Price x Estimated tonnage = Estimated Annual Cost)

| Year | Unit Price | Annual Cost | Estimated Annual Cost |
|-----------|------------|-------------------------------|-----------------------|
| 2022-2023 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2023-2024 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2024-2025 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2025-2026 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2026-2027 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| TOTAL | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |

5. Price/(credit) per ton for disposal of single stream recycling. Yearly estimate @ 300 tons. (Unit Price x Estimated tonnage = Estimated Annual Cost)

| Year | Unit Price | Annual Cost | Estimated Annual Cost |
|-----------|------------|-------------------------------|-----------------------|
| 2022-2023 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2023-2024 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2024-2025 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2025-2026 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| 2026-2027 | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |
| TOTAL | \$ _____ | _____ Dollars and _____ Cents | \$ _____ |

6. Facility where material will be disposed:

Bulky Waste _____

Single Stream Recycling _____

7. Dumpsters required at scattered sites throughout the duration of the contract for bulky/construction/household waste:

\$ _____ Hauling to include delivery and pickup per container

\$ _____ Disposal cost per ton

8. 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

Email Address

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, CT

CONTRACT #2087

**FOR THE HAULING & DISPOSAL OF RECYCLABLES AND BULKY WASTE FROM TRANSFER STATION
FOR THE DEPARTMENT OF PUBLIC WORKS FOR A PERIOD OF FIVE (5) YEARS**

CONTRACT

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

- A.** WITNESSETH, That said Contractor has agreed, and by these presents does for his, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said Town, for the consideration hereinafter mentioned and contained, and under the penalty expressed in bonds hereunto annexed, that the said Contractor shall and will, at his, its, or their own proper charge, cost and expense furnish all materials in accordance with this contract and the specifications which are a part hereof, viz.;

**FOR THE HAULING & DISPOSAL OF RECYCLABLES AND BULKY WASTE FROM TRANSFER STATION
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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. 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.

- C. 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.

- D. CONTRACTOR RESPONSIBLE FOR WHOLE WORK.** (1) 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 defects 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.

E. (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.

F. (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. All vehicles and other equipment used to provide the services shall be maintained in compliance with all laws, rules, regulations, and policies of Federal, State, and Local governments pertaining to the vehicles. It shall be the responsibility of the Contractor to ensure that all Contractor-employed personnel are familiar with all the aforesaid laws, rules, regulations and policies.

(2) **INDEMNIFICATION/HOLD HARMLESS**

a. The Contractor 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 real or personal property, and costs of every kind and description arising from the services provided 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.

b. The Contractor 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 |

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.

c. 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.

d. It is agreed between the parties hereto that the amount of insurance set forth above does not in any way limit the liability of the Contractor to the Town by virtue of his promise to hold the Town harmless so that in the event that any claim results in a settlement or judgement in any amount above said limits, the Contractor shall be personally liable to the Town for the difference.

e. Certificates of insurance company 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 new certificate furnished to the Administrator. 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 damage or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

G. 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 measures as well, in the judgement of the Administrator, 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.

H. TERMINATION

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this RFP, or if the Contractor 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 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 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: The Town may terminate this contract 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 Contractor will be paid for services performed up to the date of termination.

I. (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.

(4) **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 all funds are made available and approved for this RFP and until a Purchase Order has been issued.

- J. 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.
- K. 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.
- L.** 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.
- M. 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".

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

O. 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, attorneys' fees and costs arising from a claim of violation of said Act.

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

Q. 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.

R. The Contractor will not assign or subcontract any part of this Contract without the prior written approval of the Town which shall be in the Town's sole discretion. For purposes of this Section, a transfer of more than twenty percent (20%) of the capital stock of the Contractor shall be deemed to be an assignment.

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

_____ day of _____, 2022.

Signed in the presence of:

THE TOWN OF VERNON:

By: _____

Michael J. Purcaro
Town Administrator

Signed in the presence of:

By: _____

Name:

Title: