

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

**Town of Vernon
Water Pollution Control Authority**



Contract #2116 – 6/6/2023

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

**Date Issued: May 16, 2023
Date Proposals Due: June 6, 2023, at 10:30 am**

LATE PROPOSALS WILL NOT BE ACCEPTED

**LEGAL NOTICE
REQUEST FOR PROPOSALS**

TOWN OF VERNON, CT

**CONTRACT# 2116-6/6/2023 - FOR FURNISHING CUSTODIAL SERVICES AT
THE TOWN OF VERNON WATER POLLUTION CONTROL FACILITY**

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

A mandatory pre-bid conference and walkthrough will be scheduled for **Tuesday, May 23, 2023, at 10:00 am at 100 Windsorville Road, Vernon, Connecticut 06066**. Walk-through attendees remain at the walk-through until its completion. Proposals from any parties/firms who fail to attend the mandatory walk-through will be disqualified without further consideration.

Questions about this RFP should be directed to Steve Boske, Assistant Director of Water Pollution Control, by e-mail at sboske@vernon-ct.gov, with copies to Lisa Yost, Secretary of Water Pollution Control, by e-mail at lyost@vernon-ct.gov, no later than **Monday, May 29, 2023**, at 3:30 pm. Answers to all received questions shall be posted by **Thursday, June 1, 2023**, on the Town's website at www.vernon-ct.gov/government/bids-and-contracts and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing **Contract #2116-6/6/2023**. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

Two (2) copies of all proposals should be submitted in a sealed envelope, with "**BID DOCUMENT – DO NOT OPEN – CONTRACT #2116-6/6/2023**" 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, no later than **Tuesday, June 6, 2023, at 10:30 am**; at which time proposals shall be opened and read aloud publicly. **E-mailed, faxed or late bids will not be accepted.**

Proposals shall be opened and read aloud publicly on **Tuesday, June 6, 2023, at 10:30 am**. Bid results will be posted on the Town website.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBE's, WBE's, SBE's 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 material from disclosure to non-Town employees to the extent permitted 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, CT

CONTRACT# 2116-6/6/2023 - FOR FURNISHING CUSTODIAL SERVICES AT THE TOWN OF VERNON WATER POLLUTION CONTROL FACILITY

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 "Standard Instructions to Bidders".

1. A mandatory pre-bid conference and walkthrough will be scheduled for **May 23, 2023, at 10:00 am** at the Vernon Water Pollution Control Facility, 100 Windsorville Road, Vernon, Connecticut 06066. Walk-through attendees remain at the walk-through until its completion. Proposals from any parties/firms who fail to attend the mandatory walk-through will be disqualified without further consideration.
2. Questions about this RFP should be directed to Steve Boske, Assistant Director of Water Pollution Control, by e-mail at sboske@vernon-ct.gov, with copies to Lisa Yost, Secretary of Water Pollution Control, by e-mail at lyost@vernon-ct.gov, no later than **Monday, May 29, 2023**, at 3:30 pm. Answers to all received questions shall be posted by **Thursday, June 1, 2023**, on the Town's website at www.vernon-ct.gov/government/bids-and-contracts and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing **Contract #2116-6/6/2023**. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.
3. The contract shall cover a two-year period from July 1, 2023, to June 30, 2025. The Town Administrator, at his option, may renew the contract in one-year increments for a maximum of two (2) additional years upon sending the Contractor thirty (30) days written notice. Within ten (10) days after receipt of said notice, the Contractor shall 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 unless otherwise mutually agreed upon, in writing, between the Town and the Contractor.
4. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions, and requirements of this bid.
5. Proposals with any required bid security must be submitted on the proposal page.
6. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
7. Not responsible for defects to electronically-mailed contracts.

8. 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 "Request For Proposal". Emailed, faxed or late bids will not be accepted.
9. Bids received later than the time and date specified in the "Request For Proposal" will not be considered. Withdrawal of bids received later than the time and date set for the bid opening, will not be considered.
10. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered.

Town of Vernon office hours:

Monday, Tuesday, and Wednesday - 8:00 am – 5:00 pm

Thursday – 8:00 am – 7:00 pm

Friday - closed

11. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
12. 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.
13. 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.
14. 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.
15. The Town will not accept any additional charges for freight or shipping.
16. All insurance documents must be submitted with the executed contract. The town of Vernon must be listed as Certificate Holder and Additional Insured. The successful bidder must carry the following insurance coverages.

Commercial General Liability

Each Occurrence: \$ 2,000,000

Personal/Advertising Injury per Occurrence: \$ 2,000,000

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: \$ 2,000,000

Hired/Non-owned Auto Liability: \$ 2,000,000

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: \$ 2,000,000

General Aggregate: \$ 2,000,000

Product/Completed Operations Aggregate: \$ 2,000,000

Professional Liability (*where required*)

Each Claim: \$ 2,000,000

Annual Aggregate \$ 2,000,000

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.

17. 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 to enter into a contract.

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# 2116-6/6/2023 - FOR FURNISHING CUSTODIAL SERVICES AT THE TOWN OF VERNON WATER POLLUTION CONTROL FACILITY

SPECIFICATIONS

This contract shall cover a two (2) year period with the option to renew the contract in one-year increments for a maximum of two (2) additional years. If the scope of work, specific tasks, scheduling of work, or performance in providing the service is not done to the satisfaction of the Director of Water Pollution Control, the Town may cancel this contract and terminate services and pro-rate payment with deductions for services not delivered, provided that written warning has been provided to the Contractor and it has failed to provide consistent satisfactory service within five (5) days of said warning.

1.0 SCOPE OF WORK

1.1 The intent of this contract is to obtain a clean and neat-appearing municipal building. The work under this contract includes performing all operations in connection with providing custodial services as described within these specifications as well as furnishing of all labor, equipment, and cleaning materials with the exception of paper towels, toilet tissue, hand soap, hand sanitizer, and plastic bags which are to be furnished by the Vernon WPCF.

1.2 The Municipal Buildings to be serviced in accordance with these specifications include the following:

1. Process Control Building 01

All square footage for bids will be determined by the contractor.

2.0 General Specifications

For the purpose of these specifications, the following terms, words, and phrases shall have the meaning given here unless the context specifically indicates otherwise:

2.1 Chemically sweep floor: To sweep or mop floor with a chemically treated mop. Remove gum or other foreign matter.

2.2 Clean interior glass: Dry wipe and use glass cleaner as needed on all interior glass and bright metal surfaces, whether part of the building, or furniture, or equipment. This includes all windows on exterior walls.

2.3 Clean toilets: To wash with a suitable disinfectant type cleaner all toilet fixtures within the bathrooms, including the floor, lavatories, urinals, toilets, wash tubs and basins, and related equipment.

- 2.4 Clean walls and partitions: To wipe with a cloth, clean water, and detergent if needed, all walls, partitions, rails, doors, and window frames (weekly).
- 2.5 Damp mop and buff floor, wax as needed: To wash floor with mild cleaner sufficiently to remove soil but not remove wax or finish. Apply a uniform coat of wax over the finish. Machine buff to a satisfactory finish that must meet supervisor's approval.
- 2.6 Scrub floors: To clean thoroughly with strong, disinfectant detergent solution and mop clean with clear water.
- 2.7 Dust Furniture: To wipe, 100%, with a treated duster, or cloth all furniture and equipment not a part of a building.
- 2.8 Dust interior surfaces: To dust 100% of all horizontal and vertical building surfaces such as rails, window sills, window blinds, partitions, vents, ceiling fans and baseboards.
- 2.9 Empty waste and recycling receptacles: To empty all waste baskets, trash and recycling receptacles containing any type of refuse to a designated storage area. Plastic bag liners shall be replaced each time a container is emptied. All waste baskets, trash receptacles shall be washed with a disinfectant detergent a minimum of three times per month.
- 3.0 Lock up: After completion of cleaning services, remove all cleaning materials and equipment, turn out all the lights and lock doors that are designated to be locked.
- 3.1 Refill dispensers: To clean all soap dispensers and trays, and refill with soap. To clean all hand sanitizer dispensers and refill with hand sanitizer. Refill all toilet tissues, towel and sanitary dispensers.
- 3.2 Shampoo and extracting carpets: Thoroughly vacuum, spot clean, and shampoo and extract all permanently installed carpeting, including any necessary moving of furniture resting upon the carpeting. All extraction must be completed with the use of a beater brush type machine. All heavy traffic areas must be scrubbed with a rotation brush type machine.
- 3.3 Spot clean: To perform the standard cleaning functions not specifically listed but necessary to maintain a satisfactory level of cleanliness, to perform standard cleaning functions more often than listed frequency if required by unusual weather or other conditions. Spot cleaning to include, but not restricted to, wiping soil or finger marks from all surfaces, especially around light switches, doors, water fountains or water coolers.
- 3.4 Strip, wax and buff floors: To thoroughly wash floor and bottoms of walls with suitable cleaner to completely remove wax and soil. Finish should consist of two (2) coats of floor sealer applied before at least four (4) coats of floor finish containing a minimum of 25% solids with a high gloss finish.

3.5 Vacuum rugs and carpets: To clean carpets with suitable heavy power head vacuum cleaner, using a cleaner for spots and stains that cannot be cleaned with the vacuum. All runners, throws, and installed carpeting included under this category.

4.0 **HOURS OF OPERATION**

All cleaning operations by the Contractor shall be completed at specified times. Cleaning shall take place on days indicated, even if the building is closed for a Holiday. Exceptions to this must be cleared by the Director of Water Pollution Control one (1) week prior to the Holiday. Complete stripping and refinishing of all tiled areas can be performed on weekends after arranging with the Director of Water Pollution Control.

5.0 **OTHER DUTIES AND RESPONSIBILITIES**

5.1 ENERGY CONSERVATION

This is required – lights should only be on when necessary

5.2 SECURING OFFICES

Each day at the completion of custodial work, offices are to be locked and lights turned off. An office shall be opened for cleaning purposes only and only one office shall be open at any one time for each custodian on duty. All windows shall be closed and locked.

5.3 KEYS

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

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

6.0 **WORK PERFORMANCE**

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

6.2 Any furniture moved for the convenience of cleaning operations shall be returned to its original place. Chairs, wastebaskets and similar objects shall not be placed on desks, file cabinets, etc.

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

- 6.4 The contractor shall be responsible for all loss of or damage to Town property resulting from cleaning service operations.
- 6.5 The Contractor shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets or using telephone or any equipment located in the buildings.
- 6.6 Only material placed in a waste or recycling receptacle shall be removed from any office.
- 6.7 All Contractor's equipment must be of commercial grade or better and adhere to all OSHA specifications. Any equipment found to be sub-standard will not be allowed to be used.
- 7.0 **CONTRACTOR'S SUPERVISION**
- 7.1 The Contractor shall give adequate supervision, satisfactory to the Town of Vernon, to all employees engaged in work under this contract.
- 7.2 The Contractor shall be available by email with a response time of no less than 15 minutes.
- 8.0 **OTHER**
- 8.1 There must be on-site copies of all Safety Data Sheets on any chemicals supplied by the Contractor. The sheets must be the most current available.
- 8.2 Letters of reference as to the quality of work performed in commercial buildings must accompany each Bid Proposal.
- 8.3 The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.
- 9.0 **DURATION OF CONTRACT**
- 9.1 The Town shall take bids on a contract for the service described herein which is expected to begin on July 1, 2023 and continue through June 30, 2025. The Contractor shall not transfer, sublet or assign the contract for cleaning services by power of attorney or otherwise to any person, firm or corporation or in any way vary the terms of the contract without the written permission from the Town Administrator. There will be an option for two (2) additional years.
- 10.0 **PAYMENT**
- 10.1 The Town will pay the Contractor on a monthly basis as invoiced for service provided.

11.0 **EMPLOYEE ROSTER**

11.1 The Contractor will provide the Director of Water Pollution Control with a roster of the labor force that the Contractor intends to use after the contract is awarded along with a State police background check. Said roster shall include the name and home address of each employee. The Contractor shall provide the names of at least two (2) individuals to contact on a 24-hour per day basis as may be necessary. The Town of Vernon reserves the right to reject Contractor's employees at its sole discretion.

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

12.0 **VERIFICATION OF WORK PERFORMED**

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

WATER POLLUTION CONTROL FACILITY

100 Windsorville Road, Vernon, CT

DAYS OF SERVICE – Tuesday & Friday

TIMES OF SERVICE – 4PM-11PM

Process Control Building 01

Tasks to be Completed Each Day of Service

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

Tasks to be Completed Each Week

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

Tasks to be Completed Each Month

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

Tasks to be Completed Each Quarterly Tasks

- Vacuum all upholstered furniture and blinds
- Scrub and wax all tile floors.
- Shampoo carpet areas
- Wash exterior windows inside and out

Tasks to be Completed Twice Each Contract Year

- Strip and wax all tile floors

This section was intentionally left blank.

TOWN OF VERNON, CT

**CONTRACT# 2116-6/6/2023 - FOR FURNISHING CUSTODIAL SERVICES AT
THE TOWN OF VERNON WATER POLLUTION CONTROL FACILITY**

PROPOSAL

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

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

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

BID PROPOSAL

The undersigned representative of _____ hereby submits the following bid proposal on the equipment and/or work as specified:

1. TOTAL COST (Both Numeric & Written)

a. July 1, 2023 – June 30, 2024

\$ _____

b. July 1, 2024 – June 30, 2025 % Increase _____

\$ _____

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
- (c) CORPORATION entitled

organized under the laws of the State of _____ and having its principal offices at _____.

The names of all partners of a partnership or the principal offices of a corporation will be submitted upon request.

Signature of Authorized Representative

Print Name and Title

Print Firm Name

Print Street Address

Print City, State and Zip Code

Contact Name

Area Code and Telephone Number

Area Code and Telecopies (Fax) Number

I, _____, hereby certify that I do not hold any executive or appointive office in the government of the Town of Vernon; furthermore, I do not anticipate holding or seeking office in the Town of Vernon for the duration of this contract. I further certify that the firm, which I represent, as named above, is an Equal Opportunity Employer.

Date

Signature



TOWN OF VERNON, CT

CONTRACT# 2116-6/6/2023 - FOR FURNISHING CUSTODIAL SERVICES AT THE TOWN OF VERNON WATER POLLUTION CONTROL FACILITY

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 provide all services in accordance with this contract and the specifications which are a part hereof, viz.;

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

all to be in accordance with the terms of the proposal 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 Contractor 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 services performed under this contract.
- D. CONTRACTOR RESPONSIBLE FOR WHOLE WORK.** (1) The Contractor shall be responsible for the entire work and any unfaithful or imperfect work that may be discovered at any time shall be immediately corrected by said Contractor on requirement of the Administrator.

(2) **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 shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

E. TERMS.

The contract shall cover a two-year period from July 1, 2023 to June 30, 2025. The Town Administrator, at his option may renew the contract in one-year increments for a maximum of two (2) additional years upon sending the Contractor thirty (30) days written notice. Within ten (10) days after receipt of said notice, the Contractor shall 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 unless otherwise mutually agreed upon, in writing, between the Town and the Contractor.

F. (1) COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall perform the services 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.

G. (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) **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 the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from the performance of the services or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Contractor and its employees, contractor, sub-contractors and agents. This indemnification includes the Contractor's duty to defend the Town of Vernon from any such claims.

b. The Contractor must carry the following insurance coverages (Town of Vernon added as additional insured):

Commercial General Liability

Each Occurrence:	\$ 2,000,000
Personal/Advertising Injury per Occurrence:	\$ 2,000,000
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:	\$ 2,000,000
Hired/Non-owned Auto Liability:	\$ 2,000,000

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

Professional Liability (*where required*)

Each Claim:	\$ 2,000,000
Annual Aggregate	\$ 2,000,000

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. Any subcontractors must be protected by insurance the same as the Contractor.

(3) WAIVER OF SUBROGATION REQUIREMENT

The Contractor will require all insurance policies in any way related to the work and secured and maintained by the Contractor 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.

a. 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.

b. 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.

H. AVOIDANCE OF CONTRACT. If this Contract shall be assigned without the written consent of the Administrator, or if the services are not being provided to the Administrator's satisfaction, 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 performance of the services he may notify the Contractor in writing, to discontinue all services under this contract; and the Town may, by means of such other agents or contractors as shall to it seem advisable, complete the services herein described, or such part thereof as it may deem necessary. 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.

I. 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, the Contractor 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 Contract is terminated by the Town as provided herein, the Contractor will be paid for services performed up to the date of termination.

J. (1) PAYMENTS. The Town will pay and the Contractor will receive, as full compensation for the services, 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) 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.

- K. 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.
- L. 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".

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

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

P. 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.

Signed in the presence of:

THE TOWN OF VERNON:

By: _____
Michael J. Purcaro
Town Administrator

Signed in the presence of:

By: _____
Name:
Title: