

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

TOWN OF VERNON



REQUEST FOR PROPOSALS (RFP) #2130
Comprehensive Physical Inventory of Current Fixed Assets for
the Town of Vernon Water Pollution Control Facility

Date Proposals Due: November 15, 2023 at 10:00 am

LATE SUBMITTALS WILL NOT BE ACCEPTED

**LEGAL NOTICE
REQUEST FOR PROPOSALS
TOWN OF VERNON, CT**

**CONTRACT#2130 – Comprehensive Physical Inventory of Current Fixed Assets for the
Town of Vernon Water Pollution Control Facility**

The Town of Vernon, Connecticut is seeking proposals from qualified vendors for a comprehensive physical inventory of current fixed assets for its Wastewater Treatment Plant with a capitalization threshold of \$5,000.00. This project has the possibility to scale to encompass all of the Town’s fixed assets.

Questions about this RFP should be directed to Robert Grasis, Director of Water Pollution Control, by e-mail at rgrasis@vernon-ct.gov, with copies to Lisa Yost, Secretary of Water Pollution Control, by e-mail at lyost@vernon-ct.gov, no later than **Wednesday, November 1, 2023, at 3:30 pm**. Answers to questions received will be posted as an addendum by **Wednesday, November 8, 2023**, on the Town’s website at <https://www.vernon-ct.gov/government/bid-opportunities> and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing Contract #2130. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

Three (3) copies of proposals must be submitted in a sealed envelope, clearly marked “**BID DOCUMENT – DO NOT OPEN - CONTRACT#2130**” clearly marked on the outside of the envelope to Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than **Wednesday, November 15, 2023, at 10:00 am**. Emailed, faxed or late bids will not be accepted.

Received bids will be opened publicly in person on **Wednesday, November 15, 2023, at 10:00 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 contractor 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#2130 – Comprehensive Physical Inventory of Current Fixed Assets for the
Town of Vernon Water Pollution Control Facility

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 "Instruction to Bidders".

1. Questions about this RFP should be directed to Robert Grasis, Director of Water Pollution Control, by e-mail at rgrasis@vernon-ct.gov, with copies to Lisa Yost, Secretary of Water Pollution Control, by e-mail at lyost@vernon-ct.gov, no later than **Wednesday, November 1, 2023, at 3:30 pm**. Answers to questions received will be posted as an addendum by **Wednesday, November 8, 2023**, on the Town's website at <https://www.vernon-ct.gov/government/bid-opportunities> and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing Contract #2130. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.
2. This contract shall cover a one (1) year period from November 30, 2023, to November 30, 2024. Depending on the quality of service and funding, the contract has the possibility to scale to encompass all of the Town's fixed assets and may be extended, if agreed upon by both parties.
3. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions, and requirements of this bid.
4. Not responsible for defects to electronically-mailed contracts.
5. 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.
6. 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.
7. 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

8. 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.
9. 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.
10. 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.
11. 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.
12. The Town will not accept any additional charges for freight or shipping.
13. Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name Town of Vernon as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. The successful bidder must carry the following insurance coverages. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-“ VIII. In addition, all Carriers are subject to approval by the Town of Vernon.

General Liability	(Minimum Limits)
Each 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):	
Combined Single Limit	\$ 1,000,000

Umbrella/Excess Liability (<i>following form of general liability, auto liability and employer liability</i>):	
Each Occurrence:	\$ 1,000,000

Workers' Compensation/Employers Liability

Workers' Compensation Statutory Requirement set forth by State of CT Employers Liability

Each Accident	\$ 1,000,000
Disease-Policy Limit	\$ 1,000,000
Disease-Each employee	\$ 1,000,000

Professional Liability *(where required)*

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

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to Town of Vernon prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. All insurance shall not be cancelled, limits reduced or coverage altered, 30 days written notice must be given to Town of Vernon, Town Administrator, 14 Park Place, Vernon, CT 06066.

- 14. 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#2130 – Comprehensive Physical Inventory of Current Fixed Assets for the
Town of Vernon Water Pollution Control Facility

SPECIFICATIONS

I. INTENT

The Town of Vernon is requesting proposals for a comprehensive physical inventory of current fixed assets for its Wastewater Treatment Plant with a capitalization threshold of \$5,000.00. This project has the possibility to scale to encompass all of the Town’s fixed assets.

II. BACKGROUND

The Town of Vernon owns and operates a 7.1 MGD Wastewater Pollution Control Facility (WPCF) located at 100 Windsorville Road and sewer collection system consisting of 135 miles of pipelines and 7 pump stations which collect the wastewater and deliver it to the WPCF. The WPCF is nearing the end of an extensive upgrade and all new equipment must be added to a fixed asset inventory in conjunction with existing equipment and structures throughout the WPCF and collection system.

III. SCOPE OF SERVICES

1. Conduct a physical inventory at the Wastewater Treatment Plant, pumps stations, and the sanitary sewer system, identifying fixed assets.
 - a. Buildings
 - b. All underground wastewater lines and aboveground piping
 - c. 7 pump stations
 - d. Manhole structures
 - e. Wastewater processing equipment and structures
 - f. Pumps, sprinklers, valves and other control points
 - g. Vehicles and Rolling Equipment
 - h. Miscellaneous “yard” equipment
2. Assess current value of all fixed assets.
3. Asset identification information should include the following information for each fixed asset.
 - a. Asset ID number
 - b. Asset Classification (land, building equipment, etc.)
 - c. Asset Category (computers, copiers, conference tables, etc.)
 - d. Manufacturer
 - e. Model
 - f. Serial Number
 - g. Description

- h. Quantity
 - i. Employee the asset is issued to (when applicable)
 - j. Asset Location (building, room, etc.)
 - k. Date of acquisition
 - l. Original cost
 - m. Useful life
 - n. Accumulated depreciation to date
 - o. Photo
4. Determine the residual life of assets based on condition and industry standards
Contractor shall prepare and deliver an Asset Management and Replacement Schedule (“Schedule”).
- a. Show the projected year for replacing each asset based on its current age, current condition and typical life expectancy, assuming all recommended preventative maintenance activities are performed.
 - b. replacement activities; broken out between equipment, labor and miscellaneous costs where the total cost of the activity is likely to exceed \$2,000.
5. Deliverables & Scheduling.
- a. Contractor shall provide all deliverables in a modifiable digital format (Microsoft Word, Excel, etc.) to allow the Town of Vernon Water Pollution Control to maintain and update each deliverable as changes in assets and their associated management practices occur.
 - b. Contractor shall provide all on-site work during regular Vernon WPCF business days between the hours of 8:00 am and 4:00 pm, Monday – Thursday.
6. Asset Management Software Solution.
- a. The Town is interested in eventually transferring information about its wastewater assets collected through this project into a comprehensive Asset Management Software Solution where they can be tracked and managed along with other Town assets.
 - b. As a starting point for future discussions beyond the scope of this project, the Town would be interested to know if your firm had any suggestions for an appropriate solution the Town should investigate or any experience assisting similar-sized entities implement one. Please limit response to no more than one page.
7. Additional Services
- a. While the focus of this RFP is on asset items over \$5,000.00, there is an interest in an overall asset inventory list for the Water Pollution Control Facility.
 - b. If the proposer wishes to provide additional materials related to a complete asset inventory list for review, they may be included as an attachment to their proposal.

IV. PROPOSAL SUBMISSION AND INFORMATION REQUIREMENTS

Incurring Costs

The Town is not liable for any costs incurred by the Vendor in the submission of a proposal, and/ or prior to the issuance of a contract and receipt of all necessary approvals.

All information and material returned with proposals shall become part of any contract, which results from this proposal.

Proposal Submission Requirements

Responding firms must be capable of performing the aforementioned services in full compliance with all federal and state statutes and regulations. Responding firms will provide the following information:

1. Any proprietary information should be submitted in a separate sealed envelope plainly marked as "proprietary information." The Town will disclose this information only to those involved in the selection process.
2. The Proposal is to include the following:
 - a. Title Page showing the request for proposal's subject; the submitting vendor's name; the name, address and telephone number of a contact person; and the date and contract number of the proposal.
 - b. Contact information of persons to receive notifications and reply to the Town's inquiries.
 - c. A list of all personnel who would be involved with the Town's account including Name, Title, and primary responsibilities.
 - d. A signed letter of transmittal briefly stating the Submitting Vendor's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the vendor believes itself to be best qualified to be done, the commitment to perform the work within the time period, a statement why the vendor believes itself to be best qualified to perform the engagement and a statement that the proposal is a vendor and irrevocable offer for the period covered.
 - e. The detailed proposal should address all the points outlined in the request for proposals.
 - f. Provide information on the equipment being offered. Include specifications, duty cycles, warranties, etc.

V. EVALUATION OF PROPOSALS

The Town shall be the sole judge as to whether a proposal complies with these instructions and specifications, and such a decision shall be final and conclusive.

Proposals submitted in response to this RFP and become the sole property of the Town. Proposals may not be withdrawn for sixty (60) days from the proposal due date. The Town reserves the right to reject any or all proposals received, and further reserves the right to waive non-material deficiencies in any proposal.

Firm(s) may be asked to present and explain their proposals before a panel comprised of the Town and/or committee. If selected, key personnel assigned to this project must be present at the interview.

The selected Firm must meet all municipal, state, and federal AA and EEO practices and requirement. 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.

The contents of the successful proposal may, at the Town's option, become part of the contract entered into by selected Firm and the Town. Selection as the preferred proposal does not provide any contract rights to that Firm. Any such rights shall accrue only when the Town and the Firm execute a binding contract. The Town reserves the right to negotiate with the successful Firm in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the successful bidder, the Town may commence negotiations with an alternative bidder or reject all bids and reinstitute the RFP process.

Proposals will be evaluated based on what is deemed to be in the best interests of the Town, including such factors as: the bidder's experience in providing services, the clarity and completeness of the proposal, the persons to be assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.

Additional criteria for the selection of the Vendor will be as follows:

1. Demonstrated ability to provide the services
2. A submitted Fee Proposal
3. The qualifications of the company.
4. Experience of key personnel to be assigned to the Town.
5. The ability of the Firm to commence work in a timely manner.
6. Compliance with the information listed in the RFP.

TOWN OF VERNON, CT
CONTRACT#2130 – Comprehensive Physical Inventory of Current Fixed Assets for 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; 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:

**CONTRACT#2130 – Comprehensive Physical Inventory of Current Fixed Assets for the
Town of Vernon Water Pollution Control Facility**

BID PROPOSAL

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

Cost Tables Once completed, the following cost shall establish the pricing to be charged unless otherwise negotiated in writing.

Item	Lump Sum Cost
Asset Inventory and Condition Assessment	\$
Asset Management and Replacement Schedule	\$
Total Cost (not to exceed):	\$

1. Tax Exemption - The Town is tax-exempt and will provide appropriate documentation as needed.
2. BID BOND ATTACHED PER SPECIAL INSTRUCTIONS:
YES _____ NO _____
3. 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

**CONTRACT#2130 – Comprehensive Physical Inventory of Current Fixed Assets for the
Town of Vernon Water Pollution Control Facility**

BID PROPOSAL SUBMISSION FORM

This proposal is submitted by:

Firm Name: _____

Representative (printed): _____

Representative (signed): _____

Address: _____

City, State and Zip Code: _____

Email Address: _____

Telephone: _____
Area Code and Telephone 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 # 2130 - Comprehensive Physical Inventory of Current Fixed Assets for 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.;

**Comprehensive Physical Inventory of Current Fixed Assets for 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.

This contract shall cover a one (1) year period from November 30, 2023, to November 30, 2024. Depending on the quality of service and funding, the contract has the possibility to scale to encompass all of the Town's fixed assets and may be extended, if agreed upon by both parties.

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

General Liability	(Minimum Limits)
Each 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):
Combined Single Limit \$ 1,000,000

Umbrella/Excess Liability (*following form of general liability, auto liability and employer liability*):
Each Occurrence: \$ 1,000,000

Workers' Compensation/Employers Liability
Workers' Compensation Statutory Requirement set forth by State of CT
Employers Liability
Each Accident \$ 1,000,000
Disease-Policy Limit \$ 1,000,000
Disease-Each employee \$ 1,000,000

Professional Liability (*where required*)
Each Claim: \$ 2,000,000
Annual Aggregate \$ 2,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Town of Vernon prior to contract issuance. The Contractor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. All insurance shall not be canceled, limits reduced or coverage altered, 30 days written notice must be given to the Town of Vernon, Town Administrator, 14 Park Place, Vernon, CT 06066.

(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 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 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 acknowledgment by the parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this _____ day of _____, 2023.

Signed in the presence of:

THE TOWN OF VERNON:

By: _____

Michael J. Purcaro
Town Administrator

Signed in the presence of:

By: _____

Name:
Title: