

GREENWICH PUBLIC SCHOOLS
Purchasing Department
290 Greenwich Avenue
Greenwich, Connecticut 06830
(203) 625-7411 Fax (203) 625-7677

EUGENE H. WATTS
Senior Buyer

November 18, 2014

Dear Sir/Madam:

You are invited to submit a Proposal for a Data System for Greenwich Public Schools. The attached proposal specifications detail the Service requirements.

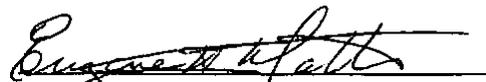
Proposers are urged to read all documents carefully and fill out all information requested. Proposals which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection for failure to comply strictly with these conditions.

Each proposal must be submitted with one (1) original copy/set, and fourteen (14) copies/sets and one (1) electronic copy (via flash USB drive or other similar media) of the proposal. Proposers must submit proposals in a clear, concise and legible manner so as to permit proper evaluation of responsive proposals. Faxed proposals will not be accepted. The original proposal and copies must be in a sealed envelope plainly marked:

Data System Request for Proposals
Opening Date: December 19, 2014
Opening Time: 11:00 a.m.
RFP No.: 1074-14

Sealed proposals for supplying the above will be received by the Purchasing Department at the above address until 11:00 a.m. at which time they will be opened and read publicly. All proposers and other interested people are invited to be present at the opening of these proposals.

Very truly yours,


Eugene H. Watts

**GREENWICH PUBLIC SCHOOLS
GREENWICH, CT.**

**Request for Proposals (RFP)
Data System**

1. BACKGROUND

The Town of Greenwich, CT is about 30 miles northeast of New York City and has a population of about 62,000 people. The Greenwich Public Schools enjoy a national reputation for excellence and have strong support from the community. Our fifteen public schools have a current enrollment of 9,000 students and consist of eleven elementary schools (K-5), three middle schools (6-8), and one comprehensive high school (9-12). Our district also offers some pre-K and alternative high schools programs.

2. The consultant must provide a detailed narrative of the approach and methodology, schedule, and pricing that will be used for the project.

3. Award of Contract:

The contract will be awarded by the Board of Education to the qualified firm or person at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services.

Overview and Scope

The Greenwich Public Schools seeks an external partner to work collaboratively with the District to develop a data warehouse and performance dashboard that can be used to monitor progress at the student, class, school and district levels. The warehouse/dashboard solution must be capable of providing web-based access to data and information while generating reports and analyses promptly.

At the core of the data warehouse and performance dashboard must be a value-added growth model for each student. To this end, the external partner will guide the District on the reliability and validity of the assessments and metrics used to track student achievement and growth, the rigor and relevance of program performance reports and a methodology for evaluating the effectiveness of new programs and initiatives.

The external partner would be retained over multiple years to develop and maintain the new student value-added growth model tracking and reporting system. Critical pieces to be developed would be a data warehouse and dashboard system accessible from both desktop and mobile devices, in web-based (and Cloud) formats, a balanced assessment system (building on our initial Comprehensive Assessment System), and a local student value-added growth model for the GPS.

District Theory of Action and Problem Statement

Tight progress monitoring is one of the hallmarks of schools and districts that are accelerating learning and successfully closing gaps in achievement. The most effective approach is to monitor student achievement and growth. The District is firmly committed to using data to drive instruction. All professional staff are members of data teams that systematically evaluate available student performance data, develop short term improvement plans, implement those plans and monitor improvement. We believe engaging in this cycle is the key to improving student achievement.

The recent school equity study conducted by the Connecticut Center for School Change found teachers did not have easy access to longitudinal records of student achievement necessary to monitor student growth and provide actionable information to drive instruction. While some achievement data is available, it is not readily accessible. In addition, the District has been reviewing the quality and sequence of assessments used to monitor student achievement in an attempt to develop an integrated comprehensive assessment system K-12. The current system of assessments largely lacks the capability to monitor student growth from grade to grade or subject to subject.

Value-added student growth models have become the gold-standard for understanding student progress. The most valid and reliable growth models incorporate data from multiple points on individual students in a planned, systematic fashion. Defined simply, a student growth model in Greenwich would be based on a balanced assessment system and produce a specific outcome measure for each GPS student based on his or her past performance. The specific student growth results can be aggregated to provide the basis for evaluating the effectiveness of educators, programs and schools, and help guide policy, practice and resource decisions.

While providing classroom teachers with student performance data presents the greatest need, the District also has a need to gather and connect data and information on student demographics and achievement, school policies and practices, personnel and budgets. The dashboard must be designed in a manner to provide multiple constituents (teachers, administrators, Board of Education Members, parents and the public) with the information necessary to readily understand the successes and challenges faced by the District.

Deliverables

1. An audit of existing data systems, assessments and practices addressing the following questions:
 - Systems
 - What systems for collecting data are in place? What is each system's primary purpose?

- Where are there overlaps or gaps among systems?
- To what extent is there clear communication about what should be done where?
- Do we have standardized work flows?
- Assessments
 - To what extent is the current system of assessments sufficient to monitor student academic growth?
 - To what extent are the assessments currently in use reliable and valid in terms of measuring growth?
 - To what extent are there gaps in assessments by grade level or subject?
- Practices
 - Do teachers, principals and central administrators
 - Know the systems in place?
 - Readily access the information needed?
 - Know how to analyze the information available?
 - Know how to use the available information to plan for, monitor and improve instruction?
 - To what extent is there consistency across schools with system usage?

2. Design and implement a data warehouse that incorporates the following features:

- Cloud-based and secure,
- Accessible on desktop and mobile platforms either through the web, or native apps
- Integration and storage of data from a variety of systems including Aspen, RTI Direct, and Schoology,
- Direct entry of data by teachers,
- Capable of data import and export,
- Analytics exportable to Excel, and
- Flexible reporting that is customizable by user.

3. Design and implement a data dashboard providing access to data by subject, student, teacher, grade, school and district:

- Graphically displays a variety of data types including:

- Absolute level of achievement,
 - Level of achievement adjusted for student need,
 - Student academic growth incorporating data from a growth model developed and managed by the partner,
 - Achievement gap closure among designated student subgroups,
 - Graduation rates,
 - Postsecondary and career readiness, and
 - Assessment sub scores;
 - Sets performance targets based on grade level standards and projected “catch up” targets for students performing below standard,
 - Aligns to metrics tracked by the District Strategic Plan,
 - Allows for disaggregation by all federally mandated student subgroups,
 - Capability for tracking custom subgroups (groups of students or classes), and
 - Benchmarking against other students, classes, school, and districts.
4. Multi-year work plan including ongoing consulting services with deliverable and metrics for gauging effectiveness of partnership:
- Ongoing management of data warehouse,
 - Maintain alignment with an evolving District Strategic Plan,
 - Revisions to dashboard based on emerging needs of users, and
 - Development of “purpose built” analytical models (e.g. the relationship between resource allocation and student performance or metrics to monitor student social-emotional learning and growth).

Qualifications

The respondent must meet the following minimum qualifications to be considered: applicant or applicant team must have extensive data warehouse/dashboard expertise with public schools and school boards for a minimum of five (5) years.

- A. Proposals must clearly demonstrate:
- full knowledge, understanding, and experience in the methods and techniques required
 - a timeline of what is deliverable, when and by whom
 - capacity and capability of the consultant to perform the work on schedule
 - number of hours each consultant will dedicate to the project at each step

- ability to form successful working relationships and to communicate effectively
 - ability to develop measurable, demonstrable goals
 - ability to collect and analyze data
- B. Describe no more than three (3) similar projects vendor has conducted with comparable school districts. References should be provided as well.
- C. Provide an organizational chart identifying the individuals whom the vendor proposes to perform the services required in the RFP. For each key person identified, a resume should be provided.
- D. Note clearly services proposed to be subcontracted and to whom and why.

Evaluation

The evaluation of the proposals will be accomplished by an evaluation team, to be designed by GPS, which will determine the proposal most advantageous to the District. Proposals that pass preliminary screening and minimum qualifications will be evaluated based on information provided in the proposal. Selected respondent may be invited to interview with project committee.

Timeline

Week of	Task	Responsible Party
Nov 17	Administration issues RFP on November 18, 2014	Administration
Dec 15	RFP due on December 19, 2014	Administration
Jan 5	Project Committee meets to begin review of RFP responses	Project Committee
Jan 19	Review responses and generate "short list" to interview or make recommendation based on responses reviewed	Project Committee
Jan 26	No later than January 30, 2015 select and engage services of consultant	Project Committee

4. **QUESTIONS**

Questions concerning this RFP will be received only by email directed to bid_department@greenwich.k12.ct.us In the "Subject" line you must put RFP #1074-14 Data System. All questions must be received no later than December 16, 2014 1:00 p.m. EST. Failure to comply with these conditions will result in the bidder waiving his/her right to dispute the bid specifications and conditions.

5. **ACCEPTANCE:**

The department will make determination of the acceptability of work. Work shall be completed in a responsive and professional manner and in accordance with the specifications.

6. **GENERAL TERMS AND CONDITIONS:**

- a. Sealed proposals for a Data System for Greenwich Public Schools, as specified on the attached proposal specification sheets, will be received at the time and date above. All proposers and other interested persons are invited to be present at the opening of these proposals that will take place at the Board of Education.
- b. The Board of Education reserves the right to waive any informality in the proposal or reject any or all proposals or to accept any proposal, which appears to be in the best interest of the Board. Any proposal may be withdrawn prior to the opening time and date. Any proposal received after the time and date as specified will not be considered.
- c. The Board of Education may consider proximity of vendor's service as a factor in determining lowest responsible proposal.
- d. If the Board of Education deems it necessary, the Board of Education may postpone the date for the opening of these proposals by notifying each proposer by telephone, mail or the issuing of an addendum.
- e. The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform the work and the proposer shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any proposal where, on investigation, the evidence or information submitted by such proposers does not satisfy the Board of Education that the proposer is qualified to carry out properly the terms of the contract.
- f. Consumption or use of alcohol and/or drugs is prohibited on school property. Any individual with alcohol or drugs will be removed from said

property. Smoking is prohibited in all school buildings and on school grounds.

7. **TAX**

No amount shall be added for the Connecticut Sales Tax or Federal Tax. The Greenwich Public School system is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Taxes must not be included in the proposal price.

8. **COLLUSION AMONG PROPOSERS**

- a. More than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer is interested in more than one proposal for the work contemplated will cause rejection of all proposers in which the proposer is interested. Any or all proposers will be rejected if there is any reason for believing that collusion exists among the proposers.
- b. Participants in such collusion may not be considered in future offers for the same work. Each proposer, by submitting a proposal, certifies that it is not a part to any collusive action.

9. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:**

- a. The successful proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause. The successful Proposer in all solicitation or advertisements for employees, placed by or on behalf of the contractor, will state that such successful Proposer is an Equal Opportunity Employer.
- b. Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulation shall, be deemed sufficient for the purpose of meeting the requirements of this section.

REFERENCES:

Please list at least three (3) school districts of similar size to Greenwich Public Schools where you or your company has performed these services.

1. _____
COMPANY NAME AND ADDRESS

TELEPHONE # FAX #

CONTACT PERSON NAME AND EMAIL

2. _____
COMPANY NAME AND ADDRESS

TELEPHONE # FAX #

CONTACT PERSON NAME AND EMAIL

3. _____
COMPANY NAME AND ADDRESS

TELEPHONE # FAX #

CONTACT PERSON NAME AND EMAIL

INSURANCE PROCEDURE

PLEASE NOTE:

THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING REJECTED.

Please take the below insurance requirements to your agent/broker immediately upon receipt of the RFP documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Proposal. Any proposal with deficient insurance requirements will be rejected.

REQUIREMENTS :

General Liability, with minimum coverage for combined bodily injury and property damage liability of \$2,000,000 general aggregate, and \$1,000,000 per occurrence including:

Automobile Liability \$1,000,000.00

Excess Liability \$5,000,000.00

Worker's Compensation and Employer's Liability

Must name Town/BOE as Additional Insured

Ability to Return Contract and Insurance Documents

Contract and Insurance must be returned within two (2) weeks after the contacts are received.

Able to Provide the Town with Thirty (30) Days Prior Written Notice of Insurance Cancellations

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.

Signature

Date

Contractor

(SAMPLE ENDORSEMENT LETTER)

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Eugene H. Watts, Senior Buyer
Purchasing Department
Town of Greenwich/Board of Education
290 Greenwich Avenue – Havemeyer Building
Greenwich, CT 06830

Re:

Town of Greenwich/Board of Education / **Contract #**
Project Name:

Dear Mr. Watts:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert State]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by **[insert company affording coverage] to [name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. General Liability, with minimum coverages for combined bodily injury and property damage liability of **\$2,000,000** general aggregate, **\$1,000,000** per occurrence including:
 - 1. Commercial General Liability.
 - 2. Town as additional insured.
 - 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).

- B. Comprehensive Automobile Liability, with minimum coverages of **\$1,000,000** combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.

- C. Excess Liability with minimum coverage of **\$5,000,000** in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.

- D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.

- E. Professional Liability (for design and other professionals for Errors and Omissions) with minimum coverage of **\$1,000,000**. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.

- F. Other (Builder's Risk etc.):_____.

- G. CERTIFICATE HOLDER: TOWN OF GREENWICH, BOARD OF EDUCATION, ATTN: BOARD OF EDUCATION (also fill in on ACORD Certificate of Insurance) 290 Greenwich Avenue, Greenwich, CT 06830.

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and/or stating such in the "Description of Operations" field. **A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory.** This letter must follow exactly the format provided by the board of Education and must be signed by the individual authorized representative who signed the Acord form. (See page __ for sample "Endorsement" letter).

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current Connecticut White List of the State of Connecticut Insurance Department.

NON-COLLUSION AFFIDAVIT

**GREENWICH PUBLIC SCHOOLS
290 GREENWICH AVE
GREENWICH, CONNECTICUT**

State of _____:

County of _____:s.s.

I state that I am the _____ of _____
(TITLE) (NAME OF MY FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder/proposer or potential bidder/proposer.
- (2) Neither the price(s) nor the amount of this bid/rfp, and neither the approximate price(s) nor approximate amount of this bid/rfp, have been disclosed to any other firm or person who is a bidder/proposer or potential bidder/proposer, and they will not be disclosed before bid/rfp opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/proposal higher than this bid/rfp, or to submit any intentionally high or noncompetitive bid/rfp or other form of complementary bid/rfp.
- (4) I fully understand that more than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder/proposer is interested in more than one bid/rfp for the work contemplated may cause rejection of all bids/rfps in which the bidder/proposer is interested. Any or all bidders/proposers will be rejected if there is any reason for believing that collusion exists among the bidders/proposers. Participants in such collusion may not be considered in the future offers for the same work. Each bidder/proposer by submitting a bid/proposal certifies that it is not a part to any collusive action.
- (5) The bid/rfp of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/proposal.
- (6) _____ its affiliates, subsidiaries, officers,
(NAME OF MY FIRM)
directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding/proposing on any public contract, except as follows:
I state that _____ understands and acknowledges that
(NAME OF MY FIRM)

the above representations are material and important, and will be relied on by Greenwich Public Schools in awarding the bid/proposal for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Greenwich Public Schools of the true facts relating to the submission of bids/proposals for this contract.

- (7) I agree to furnish and deliver all services on the date and time agreed on by _____ and the Greenwich Board of Education at

(NAME OF MY FIRM)

The time the purchase order is placed. Furthermore, there will not be any cancellations to the Board of Education. If a bidder/proposer submits a bid/proposal on any item he/she will be responsible for delivering that item at the bid/proposal cost, in accordance with the attached above specifications, which were submitted with this bid/proposal and upon which the bid/proposal was made.

- (8) In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.
- (9) In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of such contract.
- (10) The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.
- (11) The Greenwich Code of Ethics can be found at www.greenwichct.org. Code of Ethics stated as follows:
- (2) **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which as a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town Officer shall mean and include any official, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town Officer.
- (3) **GIFTS AND FAVORS.** No Town Officer or his immediate family shall accept any valuable gift, things, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

(4) IMPROPER INFLUENCE. No Town Officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

VENDOR INFORMATION. (Please print the following)

VENDOR NAME

ADDRESS

TELEPHONE

FAX #

E-MAIL

WEB SITE

AUTHORIZED SIGNATURE

TITLE

(12) By signing this bid/proposal the bidder/proposer understands and agrees to the attached terms, conditions, and specifications, including Collusion among Bidders/Proposers Employment Discrimination by the Contractor Prohibited.

SIGNATURE

SWORN AND SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR
THE COUNTY OF _____ AND THE STATE OF _____

_____ THIS _____

DAY OF _____, 2014

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

COST: \$ _____

THE FOLLOWING PAGES ARE A SAMPLE COPY OF THE TOWN OF GREENWICH CONTRACT FOR YOUR REVIEW. PLEASE READ THE CONTRACT CAREFULLY. YOU MUST COMPLETE AND SIGN THIS SAMPLE COPY OF THE CONTRACT, MEET THE NECESSARY INSURANCE REQUIREMENTS AND RETURN THE CONTRACT AND A COPY OF YOUR INSURANCE WITH YOUR PROPOSAL IN ORDER FOR YOUR PROPOSAL TO BE CONSIDERED. ONCE THE PROPOSAL IS AWARDED, A FORMAL CONTRACT WILL BE SENT TO YOU.

PERSONAL SERVICE CONTRACT

Contract No.

THIS AGREEMENT made and entered into this _____ day of _____ 2014,
by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting
herein by the undersigned official, and _____ (hereinafter referred to
as "Contractor"), whose principal office is located at
_____, acting herein by
_____ its _____, hereunto duly authorized,

WITNESSETH:

WHEREAS, the Town contemplates:

WHEREAS, the Town desires to retain the services of the Contractor to perform the following work:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. Describe services to be performed: Data Systems

- 2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp.);
Exhibit A, Insurance Requirements & Certificate of Insurance (pp.);
Other exhibit(s) (yes/no) entitled (pp.);
Other attachment(s) (yes/no) entitled (pp.);
for a total number of numbered pages (hereinafter collectively referred to as "Contract")

3. Any conflict between this Contract and any invitation to bid, request for proposal, exception that any provision of an invitation to bid, request for proposal, bid or response to request for proposal, that is attached as an Exhibit to this Contract, which Exhibit provides bid or response to request for proposal shall be resolved in favor of this Contract, with the for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Contract.

4. The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town.

5. The service and work contemplated under this Contract shall be completed in full on or before June 30, 2015 with options to extend.

6. The Town may at any time and for any reason terminate this Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor and shall be subject to audit by the Town Comptroller. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

7. It is the intent of this Contract to secure the personal services of the Contractor or a duly authorized and competent representative(s) of the Contractor acceptable to the Town. Failure of the Contractor for any reason to make the personal service of such a person available to the Town to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

8. The Contractor shall not assign this Contract without prior consent of the Town in writing.

9. In the event of death or disability of the principal of the Contractor, any qualified partner or associate of the Contractor may be authorized, at the option of the Town, to continue to perform and complete all the terms, covenants and provisions contained in this Contract.

10. If the Contractor has been delayed and as a result will be unable, in the opinion of the Town, to complete performance fully and satisfactorily within the time allowed therefore, the Contractor, upon submission of evidence of the

cause of the delay, satisfactory to the Town, shall at the discretion of the Town, be granted an extension of time for performance equal to the period that the Contractor was actually and necessarily delayed.

11. When the Town shall have reasonable grounds for believing that a) the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, or b) a meritorious claim exists or will exist against the Contractor or the Town arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Contract, then the Town may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town. No person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. No interest shall be payable by the Town on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Town.

12. The acceptance by the Contractor, his successors or assigns, of any payment made on the final requisition under this Contract, or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns, have or may have against the Town under the provisions of this Contract.

13. The Contractor shall not assert any claim arising out of any supervisory act or omission by any agent, officer or employee of the Town in the execution or performance of this Contract against any such agent, officer or employee. The Contractor shall require each person supplying labor or materials to the Contractor to agree in writing to the Contractor not to make any claim against the Town, its officers, agents or employees by reason of such labor or materials, or by reason of any acts or omissions of the Contractor.

14. The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault, or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents,

servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit B. Before commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Acord form that is referenced in the attached Exhibit B evidencing such coverage.

16. Contractor agrees to comply in every respect with applicable State and Town laws, regulations and ordinances.

17. Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

18. The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Dated at Greenwich, Connecticut,
this _____ day of _____ 2014.

Witnessed by:

L.S.

THE TOWN OF GREENWICH

By _____
Its _____

Witnessed by:

L.S.

THE CONTRACTOR

By _____
Its _____

Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
 - 1. Commercial General Liability.
 - 2. Town as additional insured.
 - 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).

- B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.

- C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.

- D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.

- E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.

- F. Other (Builder's Risk, etc.): _____.

- G. CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: BOARD OF EDUCATION. (Also fill in on ACORD Certificate of Insurance)
290 Greenwich Avenue, Greenwich, CT 06830.

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. **A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory.** This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

(SAMPLE ENDORSEMENT LETTER)

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Eugene H. Watts, Senior Buyer
Purchasing Department
Town of Greenwich/Board of Education
290 Greenwich Avenue – Havemeyer Building
Greenwich, CT 06830

Re:

Town of Greenwich/Board of Education / **Contract #**
Project Name:

Dear Mr. Watts:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert State]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by **[insert company affording coverage] to [name of insured];**
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSUREERS AFFORDING COVERAGE

INSURED	Contract #
	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS				
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLIES TO: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG				
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATUS</td> <td>OTHER</td> </tr> <tr> <td></td> <td></td> </tr> </table> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WC STATUS	OTHER		
WC STATUS	OTHER								
	Professional Liability								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Additional Insured: Town of Greenwich, CT/ Board of Education are listed as additional insured for Contract #

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Certificate Holder: Town of Greenwich Board of Education 101 Field Point Road Greenwich, CT 06830		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS