

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

**EUGENE H. WATTS,
Senior Buyer**

October 22, 2015

Dear Sir/Madam:

You are invited to submit a Proposal for a School Start Times, Transportation and Traffic Consultant for Greenwich Public Schools. The attached proposal specifications detail the Service requirements.

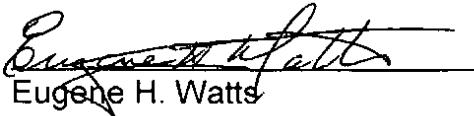
Proposers are urged to read all documents carefully and fill out all information requested. Proposals which are incomplete, obscure, or conditional, and which contain irregularities of any kind, may be subject to rejection for failure to comply strictly with these conditions.

Each proposal must be submitted with one (1) original copy/set, and ten (10) copies/sets and one (1) electronic copy (via flash USB drive) 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:

School Start Times, Transportation and Traffic Consultant Proposals
Opening Date: November 12, 2015
Opening Time: 11:00 a.m.
RFP No.: 2040-15

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
School Start Times, Transportation and Traffic Consultant
Request for Proposals (RFP)

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.

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

AWARD OF CONTRACT:

The contract will be awarded by the Superintendent or designee 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 purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of identifying the most efficient bus route scenarios and schedules that will support later school start times.

The following schedule is provided for planning purposes. The schedule may be altered during the course of the solicitation and contract award process. Target dates for contract deliverables have been established so that any resulting recommended changes can be communicated and implemented for the 2016-2017 school year:

REVIEW BACKGROUND INFORMATION, INCLUDING BUT NOT LIMITED TO:

- Successful approaches to change school start times in other school districts, including Fairfax County Public Schools 1998 and 2008 reports on later start times
- Other background material as provided or independently researched
- GPS work to date in exploring change of current school start time and minutes
<http://www.greenwickschools.org/page.cfm?p=11857&lastid=11834&do=logoffadmin>

DEVELOP OPTIONAL APPROACHES AND PREPARE AN ALTERNATIVES ANALYSIS:

- Consider issues identified by the background information, such as transportation, academic and sports schedules, maximum length/time of school, use of early release days and designated blocks, and cost.
- Create a set of alternatives that achieve the school start times consistent with the American Academy of Pediatrics (AAP) <https://www.aap.org/en-us/Pages/Default.aspx> and the Center for Disease Control (CDC) <http://www.cdc.gov/features/school-start-times> as well as: minimize cost, limit impact to sports and after school activities, and follow state guidelines regarding no civil twilight violations for base school elementary student drop off and pick up.
- Identify solutions to challenges identified.
- Provide innovative approaches and alternative revenue sources, including transportation improvements, which may include a traffic study, or potential partners in alternatives.

DEVELOP A BLUEPRINT FOR CHANGE TO INCLUDE AT A MINIMUM:

- Conduct a comparative analysis of final recommendations.
- Identify issues/concerns and if appropriate, develop a change management strategy to engage parents, teachers, students and other stakeholders in developing and preparing for a different schedule.
- Consider phased in approach, regional, or full implementation to change.
- Develop a communications plan.
- Suggest follow-up actions.

DEVELOP AND IMPLEMENT A COMMUNITY ENGAGEMENT PLAN TO INCLUDE AT A MINIMUM:

- Identification of key stakeholders.
- Provide educational materials to raise awareness on student health and related sleep issues, including best practices/times for learning, benefits to later high school start times (e.g., impact on tardy and absenteeism, graduation rates, remediation) in addition to comparative cost data, if available. Include some research-based responses to myths and public perceptions.
- Engage the community to determine viability of options and solutions to challenges identified.
- Identify final recommendations based upon Superintendent or designee direction.
- Develop an implementation plan including bus routing, community and family engagement, etc.
- Provide other consulting services as needed.

TECHNICAL PROPOSAL INSTRUCTIONS:

The Proposer must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and Town registration numbers.

UNDERSTANDING OF THE PROBLEM AND TECHNICAL APPROACH:

- Statement and discussion of the requirements as they are analyzed by the Proposer.
- Proposer's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
- Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
- Proposer should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

PRELIMINARY WORK PLAN:

The Proposer must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the Proposer that substantially differs from the project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

TREATMENT OF THE ISSUES:

In this section, the Proposer may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Tasks to be Performed" section, and may propose alternative approaches.

STATEMENT OF QUALIFICATIONS:

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- A. **Organizational and Staff Experience:** Proposers must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- B. **References:** Special notation must be made of similar or related programs performed and must include organization name, address, name of contact person, and telephone number for such reference.
- C. **Personnel:** Full-time and part-time staff, proposed consultants and sub-consultants who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical

supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any sub-consultant or consultant activity must be indicated and the anticipated sources will be identified.

- D. Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.
- E. A staffing plan is required which describes the Proposer's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the Proposer, if relevant.
- F. Financial Statements: The Proposer shall provide an income statement and balance sheet from the most recent reporting period.

The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

CONSULTING SERVICES:

The Consultant's staff must be available for consultation with Greenwich Public Schools staff on an as-needed basis during the solicitation process between 8:00 AM and 5:00 PM, Monday through Friday.

TRADE SECRETS/PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Proposer in connection with a procurement transaction shall not be subject to public disclosure under the Conn Freedom of Information Act; however, Proposers must invoke the protections of this section prior to or upon submission of the data or other materials.

The Proposer must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Proposer.

REQUIRED SUBMITTALS:

Each Proposer responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Proposer's response to the RFP will result in the disqualification of the Proposer's proposal.

The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of developing an Action Plan and Blueprint for Change to help Greenwich Public Schools analyze the potential of changing the start and close time for our schools and how it would affect traffic flow in town.

The following schedule is provided for planning purposes. The schedule may be altered during the course of the solicitation and contract award process. Target dates for contract deliverables have been established so that any resulting recommended changes can be communicated and implemented for the 2016-2017 school year:

Milestones	Target Date
RFP Issue Date:	10/22/15
Questions from Vendor Due:	11/6/15
RFP Closing Date:	11/12/15
Finalists interviews:	Week of 11/30/15
Contract Award:	12/10/15

TASKS TO BE PERFORMED:

Qualified Proposers are encouraged to submit a proposal for their plan to develop an Action Plan and Blueprint for Change to help the Superintendent or designee analyze the potential of changing school start times.

PERIOD THAT PROPOSALS REMAIN VALID:

Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

BASIS FOR AWARD:

This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible Proposer whose proposal is determined to be the most advantageous to the Greenwich Public Schools, taking into consideration price and the evaluation factors set forth in the Request for Proposal. Greenwich Public Schools reserves the right to make multiple awards as a result of this solicitation.

A Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated Proposer(s) will then be reviewed.

No Proposer, including any of their representatives, sub Consultants, affiliates and interested parties, shall contact any member of the Committee or any person involved in the evaluation of the proposals. Selection Committee members will refer any and all calls related to this

procurement failure to comply with this directive may, at the sole discretion of Greenwich Public Schools, may result in the disqualification of a Proposer from the procurement process.

Based on the results of the preliminary evaluation, the highest rated Proposer(s) may be invited by the Greenwich Public Schools Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more Proposers deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Proposers so selected. After negotiations have been conducted with each Proposer so selected, the Greenwich Public Schools shall select the Proposer which, in its opinion, has made the best proposal, and shall award the contract to that Proposer.

Should the Greenwich Public Schools determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer. The Committee will make appropriate recommendations to the Greenwich Public Schools Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

PROPOSAL EVALUATION CRITERIA:

The following factors will be considered in the award of this contract:

1. Proposer's understanding of the problem and technical approach. Statement and discussion of the requirements as analyzed by the Proposer. Proposer's proposed Scope of Work.
2. Proposer's proposed Preliminary Work Plan.
3. Proposer's Treatment of the Issues, alternative approach.
4. Statement of Qualifications to include organizational and staff experience, references and proposed staffing plan
5. Reasonableness of cost proposal(s).

Greenwich Public Schools reserves the right to make on-site visitations to assess the capabilities of individual Proposers and to contact references provided with the proposal.

The Greenwich Public Schools Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

Proposers are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Greenwich Public Schools Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Proposers should provide complete, thorough proposals with the Proposers most favorable terms. Should proposals require additional clarification and/or supplementary information, Proposers should submit such additional material in a timely manner.

Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

The Greenwich Public Schools may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

PAYMENTS:

The Greenwich Public Schools will pay the Consultant based upon completion, acceptance, and approval by the Greenwich Public Schools of each task.

CONTRACT:

The service and work contemplated under this Contract shall be completed in full on or before June 30, 2016 with the option if agree by both parties to extend for the 2016/2017 school years.

CHANGES:

Greenwich Public Schools may, at any time, by written order, require changes in the services to be performed by the Consultant. If such changes cause an increase or decrease in the Consultants cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The Greenwich Public Schools Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

No services for which an additional cost or fee will be charged by the Consultant shall be furnished without the prior written authorization of the Greenwich Public Schools Purchasing Agent.

DELAYS AND SUSPENSIONS:

The Greenwich Public Schools may direct the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the Greenwich Public Schools. The Greenwich Public Schools will extend the Consultant's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The Greenwich Public Schools may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Consultant.

If the Greenwich Public Schools does not direct the Consultant, in writing, to suspend, delay, or interrupt the contract, the Consultant must give the Greenwich Public Schools Purchasing Agent written notice if Greenwich Public Schools fails to provide data or services that are required for contract completion by the Consultant. The Greenwich Public Schools may extend the Consultant's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The Greenwich Public Schools may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract.

No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Consultant.

The Consultant shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the

Greenwich Public Schools delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

ACCESS TO AND INSPECTION OF WORK:

The Greenwich Public Schools Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

PROJECT AUDITS:

The Consultant shall maintain books, records and documents of all costs and data in support of the services provided. Greenwich Public Schools or its authorized representative shall have the right to audit the books, records and documents of the Consultant under the following conditions:

- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
- b. In the event of a disagreement between the Consultant and the Greenwich Public Schools on the amount due the Consultant under the terms of this contract;
- c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Consultant's efficiency or effectiveness under this contract; and,
- d. If it becomes necessary to determine the Greenwich Public Schools rights and the Consultant's obligations under the Contract or to ascertain facts relative to any claim against the Consultant that may result in a charge against the Greenwich Public Schools.

These provisions for an audit shall give Greenwich Public Schools unlimited access during normal working hours to the Consultant's books and records under the conditions stated above. Unless otherwise provided by applicable statute, the Consultant, from the effective date of final payment or termination hereunder, shall preserve and make available to Greenwich Public Schools for a period of three (3) years thereafter, at all reasonable times at the office of the Consultant but without direct charge to the Greenwich Public Schools, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

Greenwich Public Schools' right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Consultant shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier sub-consultants in their subcontracts, for any portion of the work.

Should the Consultant fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Greenwich Public Schools' rights hereunder, the Consultant shall be liable to Greenwich Public Schools for all reasonable costs, expenses and attorney's fees which Greenwich Public Schools may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Greenwich Public Schools from said persons under this clause. Such audit may be conducted by Greenwich Public Schools or its authorized representative.

DATA SOURCES:

The Greenwich Public Schools will provide the Consultant all available data possessed by the Greenwich Public Schools that relates to this contract. However, the Consultant is responsible for all costs for acquiring other data or processing, analyzing or evaluating Greenwich Public Schools data.

SAFEGUARDS OF INFORMATION:

Unless approved in writing by the Greenwich Public Schools Purchasing Agent, the Consultant may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Consultant under the final contract.

ORDER OF PRECEDENCE:

In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders.

NEWS RELEASE BY VENDORS:

As a matter of policy, the Greenwich Public Schools does not endorse the products or services of a Consultant. News releases concerning any resultant contract from this solicitation will not be made by a Consultant without the prior written approval of the Greenwich Public Schools. All proposed news releases will be routed to the Purchasing Agent for review and approval.

AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

Greenwich Public Schools Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Greenwich Public Schools programs, activities and services. Greenwich Public Schools government Consultants, sub Consultants, vendors, and/or suppliers are subject to this ADA policy. All individuals having any Greenwich Public Schools contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

By the signature of its authorized official on the response to this solicitation, the Consultant certifies that neither the contracting official nor any of the Consultant's employees, agents or sub-consultants who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

The Consultant agrees to remove from the contract any employee, agent or sub-consultant who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.

The Consultant shall immediately notify the Greenwich Public Schools contract administrator if any Consultant or employee of said Consultant providing services under the contract is arrested or indicted as a defendant in Connecticut or any other jurisdiction. Greenwich Public Schools reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.

Due to enhanced security measures, Consultant employees/representatives are required to have photo identification and be able to present same upon request. Consultant employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Consultant employees will be required to wear a company picture ID badge, or temporary name tag, issued by the Greenwich Public Schools, clearly visible above the waist.** Consultant employees/representatives who arrive at the Greenwich Public Schools/School facility without appropriate identification badges will immediately be dismissed from the job site.

Failure to comply with the above requirements may result in termination of the contract.

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 Number 2040-15 Time. All questions must be received no later than November 6, 2015, 1:00 p.m. EST and all answers will be posted to the website no later than November 9, 2015 at 12:00 noon. Failure to comply with these conditions will result in the bidder waiving his/her right to dispute the bid specifications and conditions.

SPECIAL INSTRUCTIONS:

Respondents are hereby notified that all proposals submitted and information contained therein and attached thereto shall become public information upon selection.

The work to be performed under this contract is publicly funded and subject to the prevailing wage laws of the State of Connecticut.

The construction phase of this Project is contingent on the approved funding by Greenwich Public Schools being appropriated in the 2017 Budget.

COVER LETTER:

Present a brief understanding of the Project, the prominent features of the proposal, the Project design team and its qualifications.

PROPOSALS SHALL INCLUDE THE FOLLOWING:

Cover letter
Team Experience
Organization Chart

Resumes for Key Design Team Members
Approach

List and brief description of similar projects your firm has completed in the past five years, with emphasis on public schools of similar scope and/or challenges

Five (5) examples of recent firm public projects with an emphasis on K-12 schools role(s) played in such projects

For each project listed, provide project location, cost, and size (sf). Also provide owner references (contact names and phone numbers) and identify any members of the proposed team that worked on the referenced project.

RESUMES FOR KEY DESIGN TEAM MEMBERS:

Provide resumes for each key design team member. For this purpose, a key design team member is any principal, partner/officer, project executive, project manager, project architect, job captain, discipline manager, or anyone with a responsible role in the successful completion of services required.

APPROACH:

Describe the firms approach to the Project, identifying and discussing the design and construction issues associated with the Project, and in particular:

SELECTION CRITERIA:

The Committee will award this Project based on its evaluation of the firms' written submittals and selected presentations and interviews and the apparent best value for Greenwich Public Schools at the Committee's sole discretion.

The factors which will be evaluated include evidence of the following:

- The specialized experience of the firm and its assigned personnel on similar projects, especially in CT.
- The firm's understanding of and technical approach to the Project.
- The content of the firm and its consultants, support staff, etc. and their ability to work effectively together with Greenwich Public Schools and others.
- The firm's schedule, including milestones in the process.
- The firm's ability to perform the work in a timely manner.
- The firm's quality assurance/quality control ("QA/QC") procedures: Provide a written narrative of the firm's QA/QC procedures to ensure development of a thorough and well-coordinated set of construction documents.
- Clarity, organization, and effective presentation of submittal.
- Review of references listed.

Proposed fee schedule or fee schedule methodology. Please note that evaluation and subsequent award of resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost of your firm's services is one of the criteria.

Greenwich Public Schools plans to invite a short list of responding firms for an interview based on its review of the written submissions. Greenwich Public Schools may issue a request for a response to supplemental questions, if warranted (in its sole judgment).

Greenwich Public Schools will use a two-step process to select the Architect. The initial evaluation will be based on a review of qualifications based on documentation submitted and follow-up interviews with selected firms. Then, and only then, will the Building Committee review the fee schedule which must be submitted in a separately sealed envelope.

GENERAL TERMS AND CONDITIONS:

Sealed proposals for a Consultant 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.

Greenwich Public Schools 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.

Greenwich Public Schools may consider proximity of vendor's service as a factor in determining lowest responsible proposal.

If Greenwich Public Schools deems it necessary, it may postpone the date for the opening of these proposals by notifying each proposer by telephone, mail or the issuing of an addendum.

Greenwich Public Schools 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 Greenwich Public Schools with information and data for this purpose as Greenwich Public Schools 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 Greenwich Public Schools that the proposer is qualified to carry out properly the terms of the contract.

The Town of Greenwich, Greenwich Public Schools and the Board of Education reserves the right to reject any and all responses not deemed to be in the best interest of the Town of Greenwich. Each also reserves the right to waive any informalities in or reject any or all proposals or any part of any proposal.

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.

TAX:

No amount shall be added for the Connecticut Sales Tax or Federal Tax. Greenwich Public Schools/Board of Education 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.

COLLUSION AMONG PROPOSERS:

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.

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.

EMPLOYMENT DISCRIMINATION BY CONSULTANT PROHIBITED:

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 Consultant. 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 Consultant, will state that such successful proposer is an Equal Opportunity Employer.

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.

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

Professional Liability \$2,000,000.00

The Town of Greenwich/Greenwich Public Schools must be named as Additional Insureds

Ability to Return Contract and Insurance Documents within two (2) weeks after 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

Consultant

(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.					
IN SD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE 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 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				WC OTH- E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	Professional Liability Malpractice				
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 <u>30</u> 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 OR REPRESENTATIVES		

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 Consultant and its sub Consultants, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- [x] 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:
 - [x] 1. Commercial General Liability.
 - [x] 2. Town as additional insured.
 - [] 3. Owners and Consultants Protective Liability (separate policy in the name of the Town).
- [x] 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.
- [x] 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.
- [x] 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 **\$2,000,000**. 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.): _____.
- [x] 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 Consultant), 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 Consultant shall be responsible for maintaining the above insurance coverages in force to secure all of the Consultant'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 _____:

Greenwich Public Schools 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 Consultant, 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 his 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 New Lebanon School Building

(NAME OF MY FIRM)

Committee/Board of Education at the time of the award. Furthermore, there will not be any cancellations to the Board of Education. If a bidder/proposer submits a bid/proposer 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 sub Consultant in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which has 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 is 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 Consultant Prohibited.

SIGNATURE

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

THIS

DAY OF _____, 2015

NOTARY PUBLIC

MY COMMISSION EXPIRES

FEE \$_____

**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

THIS AGREEMENT made and entered into this day of by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting herein by the undersigned official, and **COMPANY**., referred to as ("Contractor"), whose principal office is located at **COMPANY ADDRESS** acting herein by **NAME**, its **TITLE**, 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:

This agreement consists of:

Personal Service Contract form (pp.);

Exhibit A Insurance Requirements & Certificate of Insurance (pp.);

Other exhibit(s) yes entitled License & Endorsement (pp.);

Other exhibit(s) (yes) entitled waiver (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, bid or response to request for proposal shall be resolved in favor of this Contract, with the 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 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 with the option if agree by both parties to extend for , and schools years.
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 A. Before commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Town form that is included in the attached Exhibit A 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 _____.

Witnessed by:

Witnessed by:

THE TOWN OF GREENWICH

By

James F. Hricay

Its

Managing Director of Operations

THE CONTRACTOR

By

Its

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2015, by _____
(name of person acknowledged)

Notary Public
My Commission Expires:

FOR A CORPORATION:

The foregoing instrument was acknowledged before me this _____ day
of

2015 by _____
(name and title of officer/agent)
of _____ a _____
(name of corporation) (State or place of incorporation)
corporation, on behalf of the corporation.

Notary Public
My Commission Expires

FOR A PARTNERSHIP:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2015, by _____
(acknowledging partner or agent)
partner (or agent) on behalf of _____, a partnership.
(name of partnership)

Notary Public
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2015, by _____
(name and title of position)

Notary Public
My Commission Expires:

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 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 – or – a copy of your personal automobile insurance card.
- 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. If you are a "Sole Source," please sign (and have notarized), the attached Workmen's Compensation Release form.
- 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 #

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 CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.															
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	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 PER: <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 AGGRREGATE PRODUCTS-COMP/OP AGG												
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU- TORY LIMITS</td> <td></td> <td>OTHER</td> </tr> <tr> <td colspan="3">E.L. EACH ACCIDENT</td> </tr> <tr> <td colspan="3">E.L. DISEASE-EA EMPLOYEE</td> </tr> <tr> <td colspan="3">E.L. DISEASE – POLICY LIMIT</td> </tr> </table>	WC STATU- TORY LIMITS		OTHER	E.L. EACH ACCIDENT			E.L. DISEASE-EA EMPLOYEE			E.L. DISEASE – POLICY LIMIT		
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The Town of Greenwich/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 OR REPRESENTATIVES															
		AUTHORIZED REPRESENTATIVE															