# **Request for Proposal**

# Architectural Services for Old Greenwich School



#### GREENWICH PUBLIC SCHOOLS Purchasing Department 290 Greenwich Avenue Greenwich, Connecticut 06830 (203) 625-7411 eugene.watts@greenwich.k12.ct.us

#### EUGENE H. WATTS Senior Buyer

#### 11/09/2022

You are invited to submit a proposal for an Architectural Services for Old Greenwich School Renovation and Addition project (heretofore referred to as the "Project".) The attached proposal specifications detail the requirements we are looking for.

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 seventeen (17) 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. The original proposal and copies must be in a sealed envelope plainly marked:

> Architectural Request for Proposals Opening Date: 12/08/2022 Opening Time: 10:00 a.m. RFP No.: 2395-22

A mandatory pre-proposal meeting will be held on November 16, 2022 at 10:00 a.m. at the site located at 285 Sound Beach Avenue, Old Greenwich, CT. Meet in the Media Center of the Old Greenwich School ("OGS").

The Old Greenwich School Building Committee (hereinafter referred to as the "Building Committee") will review all proposals submitted and schedule selected firms for an interview/presentation.

The Town of Greenwich, Building Committee and the District/School Administration 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.

The meeting for the proposal opening will be held remotely by telephone in real time.

The details to join the meeting remotely are as follows:

Dial-In by phone: US)+1 304-814-9040 PIN: 523661164#

All proposers and other interested people are invited to call in to hear RFP # 2395-22 being read at 10:00 a.m.

Very truly yours,

Eugene & White

Eugene H. Watts

#### Old Greenwich School Building Committee Greenwich, CT Request for Proposals (RFP) Architectural Services

#### BACKGROUND

The Town of Greenwich, CT is about 35 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 about 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 school programs.

#### **REQUEST FOR PROPOSAL**

The goal of the Project is to renovate and construct an addition to the historic Old Greenwich School using the guidelines set forth within this document and the attached The Project's construction should be technologically Educational Specifications. advanced, energy efficient and accessible. The Project will be funded in part by a school construction grant by the Connecticut State Department of Education (hereinafter referred to as the "CSDE"). The State of Connecticut requires state funded projects to be built using a high-performance building standard (see Regulations of Connecticut State Agencies §§16a-38k-1 to 16a-38k-9). The Project must comply with the standards of the CSDE, applicable Connecticut building codes governing school construction, the Old Greenwich School Educational Specifications (the "Educational 2021 Specifications") and requirements of the Board of Education of the Town of Greenwich and of the Old Greenwich School Building Committee, Town of Greenwich regulations, the 2019 Greenwich Plan of Conservation and Development, and any other applicable laws and regulations. The Project must be compliant with the Americans with Disabilities Act of 1990, as amended ("ADA") as specified in the Educational Specifications and should attain LEED Silver Certification from the U.S. Green Building Council.

#### AWARD OF CONTRACT

The contract will be awarded by the Building Committee/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.

#### I. INTENT

The Building Committee is soliciting proposals from architectural firms to form a design team consisting of, but not limited to architect, MEP, civil engineer, structural engineer, and landscape architect to undertake the design and engineering of the Project which includes the Schematic Design, Design Development, Construction Documents, Construction Administration and Bidding and Award portions of the Project. The architect shall not proceed to each next phase of the Project until a written Notice to Proceed is issued.

The Board of Education has approved Educational Specifications, which can be view at:

https://go.boarddocs.com/ct/greenwich/Board.nsf/files/C7TR9J6A0F78/\$file/102121% 20OGS%20Ed%20Specs%20w%20CS.pdf

These Educational Specifications include schematic design plans and elevations created and proposed by KG&D Architects during a 2019-2021 Feasibility Review of the Project. Bidding firms are advised to take into account the design solutions proposed by KG&D, but should not feel limited or constrained to follow the proposed solution. All firms are requested to submit at least five (5) examples of previous education related work with an emphasis on K-12 public projects as part of their proposal, and list the role(s) the firm played in those building projects, in particular noting where the firm worked with a Project Manager or Construction Manager (see § VI(A)(2)).

#### **II. PROPOSED PROJECT SCHEDULE**

As of November 2022, & subject to revision

- 11/16/2022 Mandatory walk through at OGS
- 11/23/2022 Questions from proposers due
- 11/30/2022 The Purchasing Dept. will post all answers
- 12/08/2022 Opening Proposal date
- 01/04 & 01/05/2023 Interviews of top candidates
- TBD Present top candidate for architect to BOE
- TBD Execute agreements for architect

#### III. 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 # 2395-22 Architectural Services for Old Greenwich School. All questions must be received no later than November 23, 2022, 1:00 p.m. EST and all responses will be posted to the website no later than November 30, 2022 at 12:00 noon. Failure to comply

with these conditions will result in the proposer waiving his/her right to dispute the proposal specifications and conditions.

Packages containing proposals shall be sealed with the submitting firm name and address and plainly marked on the outside of the package:

Architectural Request for ProposalsOpening Date:December 8, 2022Opening Time:10:00 a.m.RFP No.:2395-22

#### **IV. SPECIAL INSTRUCTIONS**

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

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

**C.** The construction phase of this Project is contingent on the approved funding by the Town of Greenwich being appropriated in the 2023-2024 Budget.

**D.** Municipal approvals for this Project will be sought as an initial total design after the Schematic Design phase is completed.

E. State of Connecticut review, funding and waivers will be sought for this Project

#### V. PROJECT DESCRIPTION, SCOPE

The Project consists of the renovation and addition to an existing 120-year-old public elementary school building including the site improvements and program requirements identified in the Educational Specifications adopted and dated October 22, 2021. The Educational Specifications focus on five goals, summarized as: (1) improving the accessibility of the existing building by providing an elevator to all floors and updating existing ADA non-compliant conditions (to the extent set forth in the Educational Specifications), (2) upgrading the mechanical and electrical systems of the existing building to a high standard, (3) addressing flooding issues on the site and within the existing building, (4) addressing safety and security concerns including creating a new, secure main entrance, and (5) adding and adjusting classroom spaces to suit next generation learning goals and prepare the school for the next 50 years. The Project has a budget and the architect will need to review the Educational Specifications and work with the Building Committee to create a path towards creating the best possible outcome based on the allocated funding for the Project.

Design teams are to provide complete design and construction phase services, including geotechnical and cost estimating. The specific scope of services is described in Section 2 of the enclosed draft agreement, as are insurance requirements. The architect will prepare and deliver no less than monthly (or more frequently if required) a report which will include a timeline with milestones, durations and critical activities for review and submission throughout the Project's duration.

All firms should consider the following when developing their proposals:

**A.** The Project will need to comply with all applicable standards and codes, in addition, but not limited to, Connecticut Department of Administrative Services, Division of Construction Services, Office of School Construction Grants Review requirements to maximize the reimbursement rate. In addition, the District intends to avail itself to the Diversity School Grant – C.G.S. 10-286h.

**B.** Designs should employ environmentally responsible design (and construction) practices, with emphasis on energy conservation (see § VI.B). The State of Connecticut requires state-funded projects to be built using a high-performance building standard (see Regulations of Connecticut State Agencies §§ 16a-38k-1 to 16a-38k-9). The U.S. Green Building Council LEED standards should be a part of the firm's consideration for this Project. All applicants should review the 2019 Greenwich Plan of Conservation and Development at:

https://www.greenwichct.gov/DocumentCenter/View/13533/Greenwich POCD v10.

Specific attention should be paid to Guidelines 3 (Provide Top Quality School Facilities, 4 (Sustain and Improve our Natural Environment and Landscape) and 6 (Provide the best quality Infrastructure, Municipal Facilities, Cultural Institutions, and Health Services).

**C.** Bring natural light to all classrooms. Make the number, size, and type of spaces in accordance with the Educational Specifications.

**D.** Designs for any new entry and circulation patterns should take into account the fact that many students arrive on foot or by bike with parents. Any opportunities to upgrade and improve car and pedestrian traffic patterns around the school should be considered. The Architect is responsible for all on-site and off-site pedestrian, parking, roadway and traffic studies and reports along with all engineering, design and document preparation work needed to secure all local, state and other related permits and approvals.

**E.** Proposals should separately define (1) the restoration/modification design to the original school and (2) the new construction area design (including new or repurposed exterior areas.)

F. High quality 3D renderings/images of the proposed new structure and new main

entrance will be required at various points during the project for use at public meetings and for gaining approvals from Greenwich Planning & Zoning, Greenwich Architectural Review Committee and other state and local entities.

**G**. Proposals should include your firm's experience with waterproofing, high water table and below flood plain building areas.

### VI. SUBMITTAL REQUIREMENTS:

Firms shall submit <u>separate</u> technical and fee proposals. Seventeen (17) copies of the technical proposal shall be submitted at the location and time outlined in paragraph III.

## A. Technical proposals shall include the following:

Cover letter Team Experience Organizational Chart Resumes for Key Design Team Members Detailed Narrative of Approach Conceptual Design Sketches Schedule Addressing Phasing LEED Experience Cost Estimate Firm List of Services QA/QC Narrative

1. <u>**Cover Letter-**</u> **Present** a brief understanding of the Project, the prominent features of the proposal, the Project design team and its qualifications.

2. <u>**Team Experience-**</u> Provide a brief description of your firm and a description of the firm's capability profile. Provide a description of (5) recent projects your firm has completed, with emphasis on public projects and especially K-12 schools that were of similar scope and/or challenges. For each project listed, include the firms' role, project location, cost and size (sf). Also provide owner references (contact names and phone numbers) and identify any members of the proposed Project team who worked on the reference project. If possible, focus on Connecticut projects that received state funding.

3. **<u>Organizational Chart-</u>** Provide an organization chart including all team members, their title for the Project and the firm they represent and how long they have been part of the firm.

4. 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.

5. **Detailed Narrative of Approach-** Describe the firm's approach to the Project, identifying and discussing the design and construction issues associated with the Project, and in particular:

- (a) How each of the concerns in the Educational Specifications will be addressed.
- (b) How the firm would use the Educational Specifications to begin the design process.
- (c) How the firm plans to control the Project's cost and schedule.
- (d) An estimate of the construction cost of the firm's concept as it relates to: (1) the restoration/modification design to the original school and (2) the new construction area design (including new or repurposed exterior areas.)
- (e) Comments on the proposed design schedule, in particular, as it relates to the approvals process in Greenwich for funding, Municipal Improvement and Planning & Zoning Approvals and Building Permits.
- (f) Outline your firm's approach to project management, assessment of existing conditions, quality control, sustainable design, value engineering, budget and schedule control, communication with stakeholders, state and local approvals, post occupancy services.

6. **<u>Conceptual design sketches</u>**- Sketches, drawings or photos of design elements to be incorporated into the vision of the architect must be included in this proposal.

7. <u>Schedule Addressing Phasing</u>- Provide a schedule detailing how the firm proposes to phase construction of the various stages of the Project. Please take into account how your firm might approach noise abatement during construction assuming the school will continue to operate at full capacity students during new construction.

8. **LEED Experience**- The experience of your firm in completed projects (please give referenceable examples) that were LEED certified or Net Zero/All Electric, or both. Provide a written narrative that outlines how LEED requirements will be integrated into the design process, how progress will be monitored, and specific milestones.

9. <u>Cost estimate</u>- Cost estimate(s) for the construction project (soft and hard) which will be used as the basis for the next capital budget funding request. The itemized cost estimate should include comprehensive landscaping, site improvements and playground equipment and construction. Explain your firm's approach, in detail, to the process of estimating soft and hard dollar costs for the project

10. **<u>Firm List of Services-</u>** Include your firm's list of services during construction.

11. **<u>QA/QC Narrative</u>**- Provide a written narrative of the firm's QA/QC procedures to ensure development of a thorough and well-coordinated set of construction documents.

#### B. Fee Proposals shall include the following:

Firms responding to the RFP shall complete and return a fee proposal using the enclosed form – Exhibit **A.** The fee proposal should include state and municipal meeting attendance/presentation and all necessary presentation materials and graphics required.

One copy of the fee proposal must be submitted to the Building Committee in a separately sealed envelope at the same time and location as the firm's technical proposal.

#### VII. SELECTION CRITERIA

The Building Committee will award this Project based on its evaluation of the firm's written submittals and selected presentations and interviews and the apparent best value for the Town (in the Building Committee's sole discretion).

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

**A.** The specialized experience of the firm and its assigned personnel on similar projects, especially in CT.

**B.** The firm's understanding of and technical approach to the Project.

**C.** The firm's knowledge of State funding. Including level of support to the Board of Education with the application process for CT School Construction Grants.

**D.** The content of the firm and its consultants, support staff, etc. and their ability to work effectively together with the Town, Building Committee, construction team and others.

**E.** The firm's schedule, including milestones in the process.

**F.** The firm's ability to perform the work in a timely manner.

**G.** The firm's quality assurance/quality control ("QA/QC") procedures as set forth in the written narrative requested as Submittal Requirement #11.

**H.** The firm's commitment to sustainable design integration as evidenced by built projects and the written narrative requested as Submittal Requirement #8.

I. Clarity, organization, and effective presentation of the submitted proposal.

J. Review of references listed.

**K.** The firm's ability to create a well-designed product as expressed by the quality of the firm's previously completed projects.

L. 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.

**M.** The firm's approach, in detail, to the process of estimating soft and hard dollar costs for the project

**N.** The experience of your firm in completed projects that were LEED certified or net zero all electric or both.

**O.** Conceptual design sketches or drawings or photos of design elements to be incorporated into the vision of the architect

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

The Building Committee 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.

#### A. Exhibit A – Fee Proposal Form

**B. Exhibit B –** Form of Draft Agreement (to be provided as an addendum)

#### **GENERAL TERMS AND CONDITIONS:**

a. Sealed proposals for an Architectural Firm for the Project, as specified on the attached proposal specification sheets, will be received at the time and date above.

b. The Building Committee 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 Project. 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 Building Committee may consider proximity of vendor's service as a factor in determining the lowest priced, responsible proposal.

d. If the Building Committee deems it necessary, it may postpone the date for the opening of these proposals by notifying each proposer by telephone, mail or by the issuance of an addendum.

e. The Building Committee 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 Building Committee with information and data for this purpose as the Building Committee 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 Building Committee that the proposer is qualified to properly carry out the terms of the contract.

f. The Town of Greenwich, Building Committee 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.

g. 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.

h. The Proposer is required to do Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.

# <u> TAX</u>

No amount shall be added for the Connecticut Sales Tax or Federal Tax. The Building Committee/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**

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 has an interest. 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 of any collusive action.

#### 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

#### <u>Fee Proposal Form</u>

Including, but not limited to, the following scope of services: Civil Engineering, Geotechnical Survey and Borings, Demolition and Abatement Design, Structural Design, Landscape Design, Architectural Design, MEP Design, Acoustical Design, FF&E Design, Technology Design, Security Design, 3D computer simulation modeling, and Cost Estimating Services; this firm requests the following Lump Sum Fee for the design of the Old Greenwich School Project.

\$\_\_\_\_\_

The fee will be billed in accordance with the following Progress Payment Schedule:

Service	Fee
Land Use (Municipal Improvements and other Town	
Approvals incl, but not limited to P&Z and ARC)	\$
Demolition & Abatement	\$
Schematic Design	\$
Design Development Construction	\$
Documents	\$
Bidding & Award	\$ \$
FF&E	\$
Technology Design	\$
Construction Administration Close	\$
Out TOTAL LUMP SUM FEE	\$

List any services that are specifically excluded from your scope of services:

#### **Hourly Billing Rates**

Title	Hourly Rate
Principal	\$
Department Manager / Senior Project Manager	\$
Senior Project Architect /\$ Engineer	\$
Project Manager / Architect	\$
Designer / CAD Operator	\$

#### **Reimbursable Costs**

Expense with transportation in connection with the Project; living expenses in connection with out-of-town travel, long distance communications; postage and handling of drawings (other than in-house); specifications and fees paid for securing approval of authorities having jurisdiction over the Project, will be charged at \_\_\_\_\_ times the cost incurred.

Estimate of Anticipated reimbursable Costs \$\_\_\_\_\_

The Fee Proposal Form is to be submitted in a separately sealed envelope with your submission.

FIRM NAME

AUTHORIZED SIGNATURE

PRINT NAME & TITLE

# State of Connecticut Town of Greenwich Contract

Town Department:	Greenwich Pu	blic Schools	Contract No.:	XXXX
Division:			Account Name:	Consulting Services
Name and			Account Code:	
Address of Contractor:			Total Amount Of Contract:	\$
This Agreement made nereafter called the Contract Witnessed as follows:		022 between the Town of Gre	enwich hereafter called Town and	CONSULTANT/VENDOR.,
a part hereof, and cons 2. The Town agrees to pa	sisting of numbe ay the price desi	ered pages from 1 to ignated for such materials and	shown in specifications and contra d services upon certification by the and countersigned by the Town Co	
		TC	WN OF GREENWICH By Its	
			CONTRACTOR By Its	
CTATE OF	)	CORPORATE AC	KNOWLEDGEMENT	
STATE OF	) ) ss:			2022
COUNTY OF	)			
Personally appeared			of	
Signer and sealer of the forego instrument to be his free act ar	oing instrument, w	ree act and deed of said		id Corporation, acknowledged the foregoing , before me
			,	y Public
			RSHIP ACKNOWLEDGEMENT	y Fublic
STATE OF	)	(delete words in paren	thesis if not a partnership)	
COUNTY OF	) ss: )			2022
Personally appeared			, (one of the members of the p	partnership of
	Name and	title of Officer	,	
signer and sealer of the forego	ing instrument an	d acknowledged the same to be	his free act and deed (and the free act	and deed of said partnership), before me
	ed as to legal suffic	siency	No	otary Public
Date			To	wn Counsel
I I hereby certify that the e contract is chargeable as indic		of this contract does not exceed	the unencumbered balances of amoun	its duly appropriated and against which this

Date\_

#### **Insurance Requirement Sheet**

<u>Insurance Requirements</u>: 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.

- 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 of Greenwich, Old Greenwich School Building Committee and The Board of

Education

as additional insured.

- Image: 3.
   Owners and Contractors Protective Liability (separate policy in the name of the Town).
- 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.
- 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.
- Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- 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.
- □ Other (Builder's Risk, etc.): .
- CERTIFICATE HOLDER: The Town of Greenwich, The Old Greenwich School Building Committee and the Greenwich Board of Education. (Also fill in on ACORD Certificate of Insurance) 101 Field Point Road, Greenwich, CT 06830.

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. 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, The Town of Greenwich, The Old Greenwich School Building Committee and the Greenwich Board of Education 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, The Old Greenwich School Building Committee and the Greenwich, The Old Greenwich School Building Committee and the Greenwich, The Old Greenwich School Building Committee and the Greenwich Board of Education 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, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker 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 A: 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:** The Town of Greenwich, The Old Greenwich School Building Committee and the Greenwich Board of Education / Architectural / <u>Contract #</u>

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, The Old Greenwich School Building Committee and the Greenwich Board of Education 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			NO RIGHT	S UPON THE CERTIFICATE	IATTER OF INFORMATION ONLY AND CONFERS E HOLDER, THIS CERTIFICATE DOES NOT AMEND, AFFORDED BY THE POLICIES BELOW.
				INSURER	S AFFORDING COVERAGE
INSURED			INSURER A	A:	
			INSURER B:		
			INSURER (	2:	
COVERAGES			INSURER [	D:	
			INSURER E	:	
	DOCUMENT WITH RESPECT TO	O WHICH THIS C	CERTIFICATE	MAY BE ISSUED OR MAY PI	TED, NOTWITHSTANDING ANY REQUIREMENT, TERM ERTAIN, THE INSURANCE AFFORDED BY THE POLICIES BEEN REDUCED BY PAID CLAIMS.
INS R TYPE OF INSURANCE	POLICY NUMBER	POLICY EFI DATE(MM)	FECTIVE /DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
GENERAL LIABILITY			,		EACH OCCURRENCE
COMMERCIAL GENERAL LIABILITY					FIRE DAMAGE (Any one fire)
					MED EXP (Any one person)
× CLAINS MADE & OCCOR					
					PERSONAL & ADV INJURY
×					GENERAL AGGREGATE
GENERAL AGGREGATE LIMIT APPLIES PER:					PRODUCTS-COMP/OP AGG
× POLICY × PROJECT × LOC					
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT
× ANY AUTO					(Ea accident)
ALL OWNED AUTOS					BODILY INJURY
✗ SCHEDULED AUTOS					(Per person)
HIRED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident)
x					PROPERTY DAMAGE (Per accident)
GARAGE LIABILITY					AUTO ONLY-EA ACCIDENT
× ANY AUTO					OTHER THAN EA ACC
×					AUTO ONLY: AGG
EXCESS LIABILITY					EACH OCCURRENCE
× OCCUR × CLAIMS MADE					AGGREGATE
× DEDUCTIBLE					
✗ RETENTION \$ WORKERS COMPENSATION AND					
EMPLOYERS' LIABILITY					LIMIYS
					E.L. EACH ACCIDENT
	1				E.L. DISEASE-EA EMPLOYEE
					E.L. DISEASE – POLICY LIMIT
Professional Liability					
	/EHICLES/EXCLUSIONS ADDED	BY ENDORSEN	IENT/SPECIA	AL PROVISIONS Addition	al Insured: The Town of Greenwich,
The Old Greenwich School Building It is agreed by both parties to Contr	•				as additional insured for Contract # noncontributory
	IAL INSURED; INSURER LETTER:		CANCELLA	TION	
Certificate Holder: Town of Greenwich, Old ( Committee and The Board Field Point Road			DATE THER	EOF, THE ISSUING COMPAI THE CERTIFICATE HOLDER OBLIGATION OR LIABILITY	ED POLICIES BE CANCELED BEFORE THE EXPIRATION NY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NAMED TO THE LEFT, BUT FAITURE TO DO SO SHALL ( OF ANY KIND UPON THE INSURER, ITS AGENTS OF
Greenwich, CT 06830				ED REPRESENTATIVE	

#### NON-COLLUSION AFFIDAVIT

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

State of \_\_\_\_\_ County of :s.s.

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

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 proposal.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
- (2) Neither the price(s) nor the amount of this RFP, and neither the approximate price(s) nor approximate amount of this RFP, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before RFP opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this RFP, or to submit any intentionally high or noncompetitive RFP or other form of complementary 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 proposer is interested in more than one RFP for the work contemplated may cause rejection of all RFPs 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 the future offers for the same work. Each proposer by submitting a proposal certifies that it is not a part to any collusive action.
- (5) The 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 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 iable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:
	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 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 proposals for this contract.

(7) I agree to furnish and deliver all services on the date and time agreed on by

and the

(NAME OF MY FIRM) Old Greenwich School Building Committee/Board of Education at the time of the award. Furthermore, there will not be any cancellations to the Board of Education. If a proposer submits a proposer on any item he/she will be responsible for delivering that item at the proposal cost, in accordance with the attached above specifications, which were submitted with this proposal and upon which the proposal was made.

- (8) In submitting this proposal, the undersigned declares that this is made without any connection with any persons making another proposal on the same contract; that the 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 /proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.
- (9) In submitting this proposal, 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 proposal. If found to be false, the Town of Greenwich retains the right to reject said proposal and rescind any resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said proposal and contract or purchase order.
- (11) The Greenwich Code of Ethics can be found at https://www.greenwichct.gov/ DocumentCenter/View/3264/The-Code-of-Ethics-PDF Code of Ethics stated as follows:
  - 1. 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
  - 2. 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 (4) Transaction shall mean and include the offer, sale or furnishing Town. 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. <u>GIFTS AND FAVORS</u>. 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. <u>IMPROPER INFLUENCE</u>. 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.

		ne following)
VENDOR NAME		
ADDRESS		
TELEPHONE		FAX #
E-MAIL		WEB SITE
 THORIZED SIGNATURE		TITLE
		A NOTARY PUBLIC, IN AND FOR AND THE STATE OF
	THIS	