

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

**EUGENE H. WATTS**  
**Director of Purchasing**

July 29, 2022

Dear Sir/Madam:

You are invited to submit a bid for the Kitchen Equipment Maintenance and Repair to maintain all of the equipment in the school kitchens for Greenwich Public Schools. The attached bid specifications detail the requirements we are looking for.

Bids must be submitted on the schedule forms attached. All unit prices must be filled in and the cost sheet must be the first page of the submitted proposal. Each Bid must be submitted and clearly marked as (1) original and three (3) copies of the proposal. Bidders must submit Bids in a clear, concise and legible manner to permit proper evaluation of responsive proposal. The cost sheet must be the first page of the submitted proposal. Faxed or emailed Bids will not be accepted. Hand delivered, mailed or overnight bids will be accepted Monday through Friday between the hours of 9:00 am - 3:00 pm at the above address. Late Bids will not be accepted.

Bidders are urged to read all documents carefully and fill out all information requested. Bids 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.

Bids must be submitted on the schedule form attached hereto. All unit prices must be filled in. Each bid must be submitted with one (1) original and three (3) copies of the bid. Bidders must submit bids in a clear, concise and legible manner so as to permit proper evaluation of responsive bids. Faxed bids will not be accepted. The original bid and copies must be in a sealed envelope plainly marked:

**Kitchen Equipment Maintenance and Repair Bid    Opening Date: 8/18/22**  
**Opening Time: 10:00 A.M.    BID NUMBER: 2384-22**

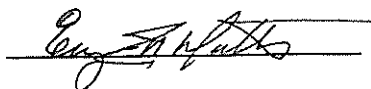
Sealed Bids for supplying the above will be received by the Purchasing Department at the above address until 10:00 a.m. at which time they will be opened and read publicly. All bidders and other interested people are invited to be present at the opening of these bids.

The meeting for the Bid opening will be held remotely by telephone in real time. The details to join the meeting remotely are as follows:

Dial-In by phone: 1 316-302-5790    **PIN: 624 672 190#**

All Bidders and other interested people are invited to call in to hear Bid 2384-22 being read at 10:00 a.m.

Very truly yours,



Eugene H. Watts

1. **BACKGROUND:**

The Town of Greenwich, CT is about 30 miles northeast of New York City and has a population of about 60,000 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 9000 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's programs.

2. **CONTRACT LENGTH:**

This Request for Proposal is for awarding a contract to cover the period beginning immediately through June 30, 2023 with the option to extend if agreed upon by both parties. Once this proposal is awarded, the proposer must make arrangements to meet with Greenwich Public Schools if required.

3. **OPTION TO EXTEND:**

The Board of Education may, at their option and with the approval of the Bidder, extend the period of this agreement for the schools. If the Board of Education intends to extend the contract period, the Consultant shall be notified in writing by the Purchasing Department at least fourteen (14) calendar days prior to the expiration of the original contract.

The service and work contemplated under this Contract shall be completed in full on or before June 30, 2023 with the option to extend the contract if agreeable to my both parties for the 2023/2024, 2024/2025, and 2025/2026 school years. If the GPS intends to extend the contract period, the vendor will be notified in writing by the Accounting Department.

4. **PROPOSAL EVALUATION CRITERIA:**

A committee composed of various administrators will evaluate bids. The following criteria guidelines will be used in analyzing and evaluating this proposal.

Conformance to the requirements of this RFP, i.e. conformance to Terms, Conditions and Scope of Work. Proven skills and technical competence.

Background on the firm and resume of the consultant(s). For consultant firm, identification of personnel who will have principal responsibility.

5. **A NARRATIVE DESCRIBING THE FIRMS APPROACH TO UNDERTAKING THE SCOPE OF THE WORK INCLUDING:**

- A) Cost/service fee (overall cost to the Board of Education with all factors considered).
- B) Presentation to selection committee, if requested.

6. **AWARD OF CONTRACT:**

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

7. **PURPOSE:**

The Board of Education of the Greenwich Public School District of Greenwich, CT is soliciting bids to provide Kitchen Equipment Maintenance and Repair.

**8. OVERVIEW:**

The Board of Education of the Greenwich Public Schools wishes to solicit bids from Kitchen Equipment Maintenance and Repair costs to be applied to the work detailed.

**9. THE DETAILED PROPOSAL SHALL INCLUDE:**

An outline of the procedures to be used to provide Kitchen Equipment Maintenance and Repair, and how cost estimates will be calculated and the names of the members of your firm who will be responsible for each phase of such work.

**10. SCOPE OF SERVICE:**

This contract is for the abatement of asbestos-containing materials, by persons who are knowledgeable, qualified and trained and who are State of CT licensed.

The selected contractor must be able to perform the following tasks/work and must have at least five (5) years of experience in related Kitchen Equipment Repairs and Service.

- ☐ Repair burners, ovens, warmers, microwaves, ovens, blenders, mixing equipment, refrigerators, freezers, kettles, rangers, walk-in coolers, walk-in freezers, convection ovens, gas/electric skillets, steamers, sink disposals, etc.
- ☐ must be able to test and trouble shoot all kitchen equipment and all brands.
- ☐ must have experience with refrigeration, plumbing, electrical and welding.
- ☐ the contractor must be able to order parts, including keys, and replace the same without causing food spoilage.
- ☐ must properly insulate all exposed pipes on which work was performed,
- ☐ must be able to free drain lines
- ☐ must be able to re-program equipment operated by digital controllers
- ☐ when required must be able to completely replace old and outdated equipment
- ☐ must be LICENSED to perform required work. The Bidder must include with the bid response a copy of his/her Professional License.
- ☐ all repairs and maintenance are to be performed according to the manufacturer's recommendations.
- ☐ must clean coils, vents, fans, door hinges, handles, etc. while working on units
- ☐ Must be able to perform Preventive Maintenance (PM), if so required by the School District.
- ☐ must be able to chemically clean components when conditions require.
- ☐ the bidder is required to sign in and out when responding to service calls. A log will be available in the kitchens for this purpose.

The contractor must respond to EMERGENCY service calls within four (4) hours from the time of the call, this includes weekends and holidays.

**11. SELECTION CRITERIA:**

A selection committee will review all bids. The following information, in addition to the requirements, terms and conditions identified throughout this Bid Document, will be considered as part of the Selection process.

Prospective Contractors shall submit documentation for the evaluation criteria listed below.

A. Experience

B. Ability to Perform the Work to Schedules

C. If invited to interview, it is anticipated that the persons representing the firm will be the same persons assuming the lead roles in the projects. These same persons shall be available to meet with Owner on an as-needed basis throughout the projects.

The proposal shall include resumes and experience in similar projects of the intended consultant as well as each professional that will be responsible for work in accordance with the preceding paragraphs.

The proposal should demonstrate familiarity with Connecticut requirements.

**12. FEE PROPOSAL:**

Indicate your Proposed Fee for all services as described in Part 5. The District reserves the right to provide payment in accordance with completion of services based on the Project Schedule.

**13. QUESTIONS:**

Questions concerning this Proposal will be received by e-mail only directed to the ([bid\\_department@greenwich.k12.ct.us](mailto:bid_department@greenwich.k12.ct.us)). In the subject line you must write Proposal #2384-22 Kitchen Equipment. All questions must be received no later than noon August 9, 2022. All answers will be posted as an addendum to our website, [www.greenwichschools.org](http://www.greenwichschools.org) no later than noon on August 12, 2022. Failure to comply with these conditions will result in the proposer waving his/her right to dispute the Proposal specifications and conditions. It is the proposer's responsibility to check our website for all addenda up to the day before the opening date.

The Board of Education reserves the right to waive any informalities in the proposal or reject any or all bids or to accept any proposal which appears to be in the best interest of the Board. The Greenwich Board of Education reserves the right to award like items by group at our discretion.

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.

**14. ACCEPTANCE:**

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

**15. GENERAL TERMS AND CONDITIONS:**

Sealed bids for furnishing Kitchen Equipment Maintenance and Repair for Greenwich Public Schools, as specified on the attached proposal specification sheets, will be received at the time and date above. All bidders and other interested persons are invited to be present at the opening of these bids that will take place at the Board of Education.

The Board of Education reserves the right to waive any informality in the proposal or reject any or all bids 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.

The Board of Education may consider proximity of vendor's service as a factor in determining lowest responsible proposal.

If the Board of Education deems it necessary, the Board of Education may postpone the date for the opening of these bids by notifying each proposer by telephone, mail or the issuing of an addendum through our website.

The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform the work and the proposer shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any proposal where, on investigation, the evidence or information submitted by such bidders does not satisfy the Board of Education that the proposer is qualified to carry out properly the terms of the contract.

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.

**16. TAX:**

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

Bidders must comply with all Federal, State and Local Laws and Regulations and all applicable safety standards.

**17. COLLUSION AMONG BIDDERS:**

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 bidders in which the proposer is interested. Any or all bidders will be rejected if there is any reason for believing that collusion exists among the bidders.

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.

**18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR 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 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.

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.

**19. INTENTION:**

The intention of this BID/RFP is to establish a contract with one or more contractors who will, upon request provide the time with the services, labor, and supplies described in this solicitation. This is no guarantee as to the amount of services, labor or supplies that the Board of Education may purchase during the term of this contract.

**20. PRICE IS ALL INCLUSIVE:**

Bid prices shall encompass everything necessary for furnishing all items, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, travel time to the service location and back to your facility, overhead, mileage, profit, travel, administrative costs, testing of equipment, office supplies, phone, photocopies, mobilization, and in the case of services, completion of same, as per specifications. Materials and equipment are invoiced on a separate line item and will be marked up by the indicated the percent (%) rate as reported in the Price Sheet.

**21. PRICE DISCREPANCY:**

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

**22. VENDOR:**

The Greenwich Board of Education reserves the right to accept the bid or bids of the lowest qualified bidder, kind, quality and material being equal, to select a single group from the bidder, or to accept the bid as a whole; to reject any and all bids, and to waive any omission or informalities in any bid.

## **COST SHEET**

### **(A.) REFRIGERATOR EQUIPMENT ONLY:**

Hourly Labor Rate for Year 1: \$ \_\_\_\_\_

Hourly Labor Rate for Year 2: \$ \_\_\_\_\_

Hourly Labor Rate for Year 3: \$ \_\_\_\_\_

Hourly Labor Rate for Year 4: \$ \_\_\_\_\_

Equipment and Material Mark-up: \_\_\_\_\_ %

### **(B.) ALL EQUIPMENT (EXCEPT REFRIGERATOR)**

Hourly Labor Rate for Year 1: \$ \_\_\_\_\_

Hourly Labor Rate for Year 2: \$ \_\_\_\_\_

Hourly Labor Rate for Year 3: \$ \_\_\_\_\_

Hourly Labor Rate for Year 4: \$ \_\_\_\_\_

Equipment and Material Mark-up: \_\_\_\_\_ %

### **(C.) ALL KITCHEN EQUIPMENT (BOTH A AND B)**

Hourly Labor Rate for Year 1: \$ \_\_\_\_\_

Hourly Labor Rate for Year 2: \$ \_\_\_\_\_

Hourly Labor Rate for Year 3: \$ \_\_\_\_\_

Hourly Labor Rate for Year 4: \$ \_\_\_\_\_

Equipment and Material Mark-up: \_\_\_\_\_ %

My company recognizes receipt of addenda # \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

GREENWICH PUBLIC SCHOOLS  
290 GREENWICH AVENUE  
GREENWICH, CONNECTICUT

State of \_\_\_\_\_:

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

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

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

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (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 is interested in more than one bid for the work contemplated may cause rejection of all bidders in which the bidder is interested. Any or all bidders will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future offers for the same work. Each bidder by submitting a bid certifies that it is not a part to any collusive action.
- (5) The bid 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.

- (6) \_\_\_\_\_ its affiliates, subsidiaries, officers, directors  
(NAME OF MY FIRM)

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 on any public contract, except as follows: I state that \_\_\_\_\_ understands \_\_\_\_\_ and acknowledges that the above representations are

**(NAME OF MY FIRM)**

material and important, and will be relied on by Greenwich Public Schools in awarding the bid 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 for this contract.



- (7) I agree to furnish and deliver the services on the date and time agreed upon by the \_\_\_\_\_ and the Greenwich Board of

(NAME OF MY FIRM)

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

- (8) By signing this bid, the bidder understands and agrees to the attached terms and specifications, including Collusion among Bidders and Employment Discrimination by the Contractor Prohibited.
- (9) 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.
- (10) 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.
- (11) 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 resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.
- (12) The Greenwich Code of Ethics can be found at [www.greenwichct.org](http://www.greenwichct.org). Code of Ethics stated as follows:
2. DEFINITION. (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which 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, employee, agent, consultant or member, elected or appointed, of any board, department, 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 or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or 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, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

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

**VENDOR INFORMATION: (Please print the following)**

\_\_\_\_\_  
**VENDOR NAME**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**FAX#**

\_\_\_\_\_  
**E-MAIL**

\_\_\_\_\_  
**WEB SITE**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**TAXPAYER IDENTIFICATION NO.**

\_\_\_\_\_  
**INCORPORATED IN THE STATE OF**

**SWORN TO AND SUBSCRIBED BEFORE**

**THIS \_\_\_\_\_ DAY OF**

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**MY COMMISSION EXPIRES**\_\_\_\_\_

**NOTARY PUBLIC**

## REFERENCES

Please list five (5) references where your company has performed these services.

1. \_\_\_\_\_

NAME AND ADDRESS

\_\_\_\_\_  
TELEPHONE #              FAX #              E-MAIL

\_\_\_\_\_  
CONTACT PERSON AND TELEPHONE NUMBER

2. \_\_\_\_\_

NAME AND ADDRESS

\_\_\_\_\_  
TELEPHONE #              FAX #              E-MAIL

\_\_\_\_\_  
CONTACT PERSON AND TELEPHONE NUMBER

3. \_\_\_\_\_

NAME AND ADDRESS

\_\_\_\_\_  
TELEPHONE #              FAX #              E-MAIL

\_\_\_\_\_  
CONTACT PERSON AND TELEPHONE NUMBER

4. \_\_\_\_\_

NAME AND ADDRESS

\_\_\_\_\_  
TELEPHONE #              FAX #              E-MAIL

\_\_\_\_\_  
CONTACT PERSON AND TELEPHONE NUMBER

5. \_\_\_\_\_

NAME AND ADDRESS

\_\_\_\_\_  
TELEPHONE #              FAX #              E-MAIL

\_\_\_\_\_  
CONTACT PERSON AND TELEPHONE NUMBER

## **INSURANCE PROCEDURE**

**PLEASE NOTE:**

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

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/bids with deficient insurance requirements will be rejected. The firm who is awarded the Bid/Proposal must return the contract, agent/broker and insurance form within two (2) weeks from the date on the award letter.

**PLEASE CHECK THE APPROPRIATE BOX**

**YES**

**NO**

1. General Liability \$3,000,000.00
2. Town as Additional Insured
3. Automobile Liability \$1,000,000.00
4. Excess Liability \$5,000,000.00
5. Professional Liability \$1,000,000.00
6. Worker's Compensation and Employer's Liability
7. Ability to Return Contract and Insurance Documents  
Within Two (2) Weeks
8. Able to Provide the Town with Thirty (30) Days Prior  
Written Notice of Cancellation

**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.

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Signature

---

Date

---

Contractor

THE FOLLOWING PAGES ARE A SAMPLE COPY OF THE TOWN OF GREENWICH CONTRACT FOR YOUR REVIEW. YOU MUST BE ABLE TO SIGN THIS CONTRACT AND MEET THE NECESSARY INSURANCE AS REQUIRED BY THE TOWN OF GREENWICH IN ORDER FOR YOUR PROPOSAL TO BE CONSIDERED.

**State of Connecticut  
Town of Greenwich  
Contract**

Town Department: Greenwich Public Schools  
Division: Facilities  
Name and  
Address  
Of  
Contractor

Contract No.

Account Name:  
Account Code:

This Agreement made this \_\_\_\_\_ between Town of Greenwich hereafter called the Town and \_\_\_\_\_, hereafter called the Contractor.  
Witnessed as follows:

1. The contractor agrees to furnish materials and perform services as shown in specifications and contract documents hereto attached and made a part hereof, and consisting of numbered pages from 1 to \_\_\_\_\_.
2. The Town agrees to pay the price designated for such materials and services upon certification by the proper agent of the Town.
3. This contract shall not be valid until approved by the Town Counsel and countersigned by the Town Comptroller.

TOWN OF GREENWICH

By \_\_\_\_\_  
Its \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_  
Its \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**

STATE OF  
COUNTY OF \_\_\_\_\_

}

ss: \_\_\_\_\_, 2022

Personally appeared \_\_\_\_\_ of \_\_\_\_\_  
Name and title of Officer (Corporation)

Signer and sealer of the foregoing instrument, who being duly authorized and appointed by the Board of Directors of said Corporation, acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said \_\_\_\_\_, before me  
(Corporation)

\_\_\_\_\_  
Notary Public (seal)

**INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT**

(delete words in parenthesis if not a partnership)

STATE OF  
COUNTY OF \_\_\_\_\_

ss: \_\_\_\_\_, 2022

Personally appeared \_\_\_\_\_, (one of the members of the partnership of) \_\_\_\_\_, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed (and the free act and deed of said partnership), before me

\_\_\_\_\_  
Notary Public (seal)

Approved as to legal sufficiency  
Date \_\_\_\_\_

\_\_\_\_\_  
Town Counsel

I hereby certify that the estimated amount of this contract does not exceed the unencumbered balances of amounts duly appropriated and against which this contract is chargeable as indicated hereon.

Date \_\_\_\_\_

\_\_\_\_\_  
Comptroller

# **AGREEMENT**

## **CONTRACT NO.**

THIS AGREEMENT, executed this in the year Two Thousand Fifteen (herein referred to as the "AGREEMENT"), by and between the Town of Greenwich, Connecticut, acting through Greenwich Public Schools hereunto duly authorized, "OWNER" and, acting through Greenwich Public Schools hereunto duly authorized, whose principal office is located at acting herein by , duly authorized, "CONTRACTOR".

WITNESSETH, that the parties to these presents, each in consideration of the undertaking, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed to do hereby undertake, promise and agree, the Owner for itself, its successors and assigns, and the Contractor for himself and his heirs, executors, administrators, successors and assigns, as follows:

### **1. DEFINITIONS:**

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning:

The word "Owner" shall mean the Town of Greenwich and shall include its authorized representative.

The word "Contractor" shall mean the person or organization identified as such in this Agreement and shall include his authorized representative.

The words "Contracting Officer or Agency" shall mean that official of the Town which awards the contract, executes the Agreement and is the Owner's authorized representative.

The Information for Bidders, the Contractor's Bid as accepted by the Owner, the Contract Conditions and Specifications and the General, Technical and Materials Specifications, the Drawings, and all addenda and amendments to any of the foregoing, collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contract".

**2. DESCRIPTION OF WORK:**

**3. PAYMENT:**

The Contractor shall be paid on a monthly basis after presentation of vouchers, and subject to acceptance and approval by the Town of Greenwich and by , Supervisor of .

Such payments will be made by the Town of Greenwich monthly for all services actually rendered, and the acceptance by the Contractor of any such monthly payment shall be a release to the Town of all claims and all liability to the Contractor in connection with the contract, arising during the period for which payment is made. No payment, however, shall operate to release the Contractor or its sureties or insurers from any obligation under the Contract to be entered into or the Performance Bond or any insurance policies issued in connection with said contract.

**4. PERFORMANCE MAINTENANCE AND PAYMENT BOND:**

The Contractor shall, simultaneously with the signing of the Contract, furnish the Town the executed Performance, Maintenance and Payment Bond of a surety company authorized to do business in the State of Connecticut, and acceptable to the Town, in the sum of the full amount of the Contract obligation in the form provided by the Town.

**THE ABOVE IS ONLY REQUIRED FOR CONTRACTS EXCEEDING \$100,000.00.**

**5. GUARANTEE:**

The Contractor guarantees that the Work and services to be performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, if any, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Contract during such one-year period, and also shall repair, correct, or replace all damage to the Work resulting from such failure.

**6. DEFECTIVE WORK:**

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or



estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Town; if any material, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, is condemned by the Town as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Town which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

## **7. COMPLIANCE WITH LAWS:**

The Contractor shall keep himself fully informed of all existing and future federal, state and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, if any, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servants and employees from and against any and all claims, demands, suits proceedings, liabilities, judgments, penalties, losses, damages costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

## **8. INDEMNITY:**

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 or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Town any of his 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; and provided 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 other than supervisory acts or omissions of the Town in connection with the Work.

## **INDEMNITY AGAINST SUBCONTRACTORS' CLAIMS:**

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Town from and against any and all claims by such other contractors or subcontractors, alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses including attorneys' fees, arising out of, relating to or resulting from such claims.

## **9. PATENTS:**

The Contractor shall indemnify and save harmless the Town and all persons acting for or on behalf of the Town from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorneys' fees, arising from or occasioned by an infringement or alleged infringement of any patents or patent rights on any invention, process, materials, equipment, article, or apparatus, or any part hereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Town.

## **10. CHANGES:**

The Town, through its designated Agent, may make changes in the Work and in the Drawings, if any, and Specifications therefore by making alterations therein, additions, thereto or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore. For eliminated or decreased work the Contractor shall allow the Town a reasonable credit as determined by the Parties. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Town authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

## **11. CLAIMS FOR DAMAGES:**

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained whichever date is the earlier, file with the Contracting Officer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged

damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Contracting Officer shall file with the appropriate department of the Town, one copy of the statement, and shall file with the Town and the Contractor his determination thereon. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Town or its agents, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the provisions of this paragraph.

## **12. ABANDONMENT OF THE WORK OR OTHER DEFAULT:**

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Contracting Officer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Town may designate; and the Town may, upon giving such notice, by Contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the work. The Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion the Town may for itself or for any Contractors employed by the Town take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Town under this subsection shall be charged against the Contractor and deducted and/or paid by the Town out of any moneys due and payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by

the Contractor, the Contractor shall be entitled to receive the difference, and, and in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

**13. LIENS:**

If at any time any notices of lien or other legal process are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Town shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

**14. CLAIMS:**

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

**15. LIABILITY OF TOWN:**

No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

**16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:**

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

**17... PERMITS:**

The Contractor shall, at his own expense, take out and maintain all necessary permits from the State, Town, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

**18. NOT TO SUBLET OR ASSIGN:**

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Town, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Town and the surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

**19. EMPLOY COMPETENT PEOPLE:**

The Contractor shall employ only competent people on the Work and shall not employ people or means which may cause strikes, work stoppages and/or disturbances by workmen employed by the Contractor, any subcontractor, the Town, the Contracting Officer or any other contractor. Whenever the Contracting Officer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Contracting Officer.

**20. EMPLOY SUFFICIENT LABOR AND EQUIPMENT:**

If in the sole judgment of the Contracting Officer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Contracting Officer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Contracting Officer deems necessary to enable the Work to progress properly.

**21. INTOXICATING LIQUORS:**

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

**22. ACCESS TO WORK:**

The Town, the Contracting Officer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

**23. EXAMINATION OF WORK:**

The Contracting Officer shall be furnished by the Contractor with every reason able facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

**24. EXTRA WORK:**

The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Contracting Officer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Contracting Officer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Contracting Officer, plus a percentage of such cost, as may be agreed upon by Contract and Contracting Officer.

**25. CHANGES NOT TO AFFECT BONDS:**

It is distinctly agreed and understood that any changes made in the work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Town to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the surety on said bonds continue and remain in full force and effect.

**26. PRICES FOR WORK:**

The Town shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

**27. MONEYS MAY BE RETAINED:**

The Town may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Town may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder.

**28. USE OR PARTIAL PAYMENT NOT ACCEPTANCE:**

It is agreed that this is an entire contract for one whole and complete Work or result and that neither the Town's entrance upon or use of the Work or any part thereof nor any partial payments by the Town shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

**p29. NON-CONNECTICUT CONTRACTORS:**

Pursuant to Connecticut General Statutes §12-430(7), as amended by Connecticut Public Act #11-61, Section 66, a nonresident contractor shall comply with the State of Connecticut's bonding requirements.

**30. PAYMENT TO SUBCONTRACTORS:**

As required by Section 49-41a of the Connecticut General Statutes, within thirty days after payment to the Contractor by the Town for work under this Contract, he shall pay any amounts due any subcontractor, whether for labor performed or materials furnished when such labor or materials has been included in a requisition submitted by such Contractor and paid by the Town.

**31. INSURANCE:**

Insurance coverage required as noted in "Exhibit A" attached.

**32. PREVAILING WAGE RATES: CONSTRUCTION SAFETY AND HEALTH COURSE:**

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows:

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee or welfare fund, as defined in subsection (h) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.



Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1<sup>st</sup> for the duration of the project.

Each Contractor that is awarded a contract shall pay the annual adjusted prevailing wage rate that is in effect each July 1<sup>st</sup>, as posted by the Department of Labor. It is the Contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's web site. The annual adjustments will be posted on the Department's of Labor web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without Internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

The provisions of this section (32) shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars (\$400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000).

Questions can be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at 860-263-6790.

### **33. GOVERNING LAW:**

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.

IN WITNESS, WHEREOF, the parties of the AGREEMENT have hereunto set their hand and seals the day first above written.

TOWN OF GREENWICH, CONNECTICUT

BY \_\_\_\_\_

THE CONTRACTOR

BY \_\_\_\_\_



## Insurance Requirement Sheet

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

- A.** General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
- |   |    |   |
|---|----|---|
| 1 | 1. | Commercial General Liability.   |
| 1 | 2. | The Town of Greenwich and Greenwich Public as additional insured.                         |
| 0 | 3. | Owners and Contractors Protective Liability<br>(separate policy in the name of the Town). |
- B.** Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- C.** Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- D.** Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- E.** Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- F.** Other (Builder's Risk, etc.): .
- G.** CERTIFICATE HOLDER: TOWN OF GREENWICH  
And 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 and 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 and 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:      Company Name**  
**Town of Greenwich / Board of Education / Contract # XXXX**

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 & 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 & Endorsement Letter must be signed by the same individual)***

**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	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.

INS R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	
	<input type="checkbox"/> _____				PERSONAL & ADV INJURY	
	<input type="checkbox"/> _____				GENERAL AGGREGATE	\$2,000,000
	GENERAL AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	ANY PROPRIETOR/PARTNER/EXECUTIVE SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
	HIRED AUTOS					
NON-OWNED AUTOS						
<input type="checkbox"/> _____						
<input type="checkbox"/>						
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN	EA ACC
	<input type="checkbox"/>				AUTO ONLY:	AGG
	EXCESS LIABILITY				EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<input checked="" type="checkbox"/> PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	
	(Mandatory in NH)				E.L. DISEASE-EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATION below)				E.L. DISEASE - POLICY LIMIT	
	Professional Liability					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The Town of Greenwich & Board of Education are listed as additional insured for Contract No. XXXX Policies listed are primary and non-contributory

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

The Addresses for the Havemeyer Building and the individual schools are:

GLENVILLE SCHOOL  
33 RIVERSVILLE ROAD  
GREENWICH, CT

NEW LEBANON SCHOOL  
25 MEAD AVENUE  
GREENWICH, CT

PARKWAY SCHOOL  
141 LOWER CROSS ROAD  
GREENWICH, CT

RIVERSIDE SCHOOL  
90 HENDRIE AVENUE  
RIVERSIDE, CT

OLD GREENWICH SCHOOL  
285 SOUND BEACH AVENUE  
OLD GREENWICH, CT

WESTERN MIDDLE SCHOOL  
1 WESTERN JUNIOR HIGHWAY  
GREENWICH, CT

EASTERN MIDDLE SCHOOL  
51 HERDRIE AVENUE  
RIVERSIDE, CT

THE ALTERNATIVE HIGH SCHOOL  
4 RIVERSIDE AVE - 2ND FLOOR  
RIVERSIDE, CT

HAMILTON AVENUE SCHOOL  
184 HAMILTON AVENUE  
GREENWICH CT

JULIAN CURTISS SCHOOL  
180 EAST ELM STREET  
GREENWICH, CT

INTERNATIONAL SCHOOL AT  
DUNDEE  
55 FLORENCE ROAD  
RIVERSIDE, CT

NORTH STREET SCHOOL  
381 NORTH STREET  
GREENWICH, CT

COS COB SCHOOL  
300 EAST PUTNAM AVENUE  
COS COB, CT

NORTH MIANUS SCHOOL  
309 PALMER HILL ROAD  
RIVERSIDE, CT

CENTRAL MIDDLE SCHOOL  
9 INDIAN ROCK LANE  
GREENWICH, CT

GREENWICH HIGH SCHOOL  
10 HILLSIDE ROAD  
GREENWICH, CT

COMMUNITY COLLECTIONS SCHOOL  
MILBANK BUILDING  
180 EAST ELM STREET  
GREENWICH, CT