GREENWICH PUBLIC SCHOOLS Purchasing Department 290 Greenwich Avenue Greenwich, Connecticut 06830 (203) 625-7411 Fax (203) 625-0109

EUGENE H. WATTS Senior Buyer

October 16, 2018

Dear Sir/Madam:

You are invited to submit a Request for Proposal for Professional Surveying Services for Greenwich Public Schools. The attached proposal specifications detail the Service requirements.

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

Each proposal must be submitted with one (1) original, and five (5) copies of the proposal. Proposers must submit proposals in a clear, concise and legible manner so as to permit proper evaluation of responsive proposals. Faxed proposals will not be accepted. The original proposal and copies must be in a sealed envelope plainly marked:

The Greenwich Public School District is planning improvements at the Greenwich High School campus located at 10 Hillside Road, Greenwich, CT 06830, including: replacement of bleachers, new field house, tennis pavilion and storage buildings, new tennis courts, new driveways, parking, and sidewalks including a new vehicular bridge, modification to existing utilities and new utilities to the Cardinal Stadium area of Campus. The area to be surveyed, as outlined on the attached Location Map, is approximately twenty-four acres.

The deadline for the provision of the completed survey is December 12, 2018.

Professional Surveying Services Proposal Opening Time: 11:00 a.m. Opening Date: November 6, 2018 RFP Number: 2233-18

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

Very truly yours,

Engene Fulatto

Eugene H. Watts

GREENWICH PUBLIC SCHOOLS GREENWICH, CT.

1 <u>OVERVIEW</u>

Professional Surveying Services for: Greenwich High School- Cardinal Stadium Field and Bleachers - New Field House and Storage Facilities -Tennis Courts - Site work for Driveways, Walkways, and Parking

2 <u>BACKGROUND</u>

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 9,000 students and consist of eleven elementary schools (K-5), three middle schools (6-8), and one comprehensive high school (9-12). Our district also offers some pre-K and alternative high schools programs.

4 The proposer must provide a narrative describing their approach to undertake the scope of the work.

5 <u>Award of Contract</u>:

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

6 <u>MINIMUM QUALIFICATIONS</u>

The respondent must have been in business for at least five (5) years and meet the following minimum qualifications to be considered:

7 <u>REQUIREMENTS FOR EXTERNAL PARTNER</u>

The District seeks the skills of a Professional Surveying Services based on the outline scope of work described below.

8 OVERVIEW OF PROJECT

Greenwich Public Schools is seeking responses from qualified firms for Surveying Services.

9. SURVEY SPECIFICATIONS

Comprehensive planimetric and topographic survey, to level of accuracy equal to A-2/T-2, containing the following information:

- 1. Property lines (if included within work area).
- 2. One-foot contours within work area.
- 3. Location of existing buildings, structures, and pathways (driveways, sidewalks, curbs, pads, bridges, dirt paths).
- 4. Edges of all wooded areas.
- 5. Location of all existing trees within the work area that have a caliper greater than six (6) inches, measured three (3) feet above ground level. Drawing to show trunk diameter, species and canopy diameter.
- 6. Spot elevations at corners of parking lots, floor elevations of each floor level and at all entries of existing buildings and structures within the work area.
- 7. Existing water features (streams, ponds, etc.) and associated bridges, channels, and retaining features within the work area. Identify floodway limits within work area.
 - Provide a cross section upstream of, downstream of, and at the proposed area of new bridge crossing. See attached conceptual plan.
- 8. Wetlands shall be flagged and delineated on survey.
- 9. Existing adjacent roadways as indicated on the attached work area map including associated sidewalks, curbs, striping, utilities and structures
- 10. Storm drainage system in its entirety including top and bottom elevations of drainage structures, invert elevations of entering and exiting pipes, pipe diameters and material.
- 11. Sanitary drainage piping from existing buildings to the street including top and invert elevations of manholes, invert elevations of entering and exiting pipes, pipe diameters and material.
- 12. Water lines (main and service connections) and associated structures, including but not limited to all surface curb boxes, hydrants, water meter manholes, entry points to existing buildings and intersections with street main and piping pathways (assumed), pipe diameters and material.
- 13. Natural gas service piping including all meters and valves, entry points to existing buildings and intersections with street main and piping pathway (assumed), pipe diameters and material.
- 14. All overhead or underground electric, telephone or cable TV lines (assume locations for underground based on connection points; no tracing of underground utilities is to be included).
- 15. Existing tennis courts and associated fencing, walkways, benches, and utilities.
- 16. Existing bleachers, track and field, and associated walkways, benches, planters, posts, walls, curbs railings, steps, ramps, fencing, and utilities, including description
- 17. Any other site elements in the work area including, but not limited to, site lighting (including location of shallow conduit), benches, planters, posts, walls, fences, railings, curbs, steps, ramps, drinking fountains, dumpsters, and movable storage containers, including description.

The survey is to be created in AutoCAD (release 2018 or earlier). The contour lines shall be drawn as polylines at elevations corresponding to the actual contour elevation, annotated. All non-contour information should be at elevation zero (0) in the computer model. All surveyor's layers shall be preceded by prefix S-. The lettering shall be suitable for 1"=20' scale (medium size = 1.6 ft).

DELIVERABLES ARE TO INCLUDE:

Digital file of the preliminary topographic survey including tin model used to create contour map (points and breaklines). Point data shall be included in the file.

- Signed and sealed digital file of the final survey.
- One (1) reproducible original (PDF) of the final survey at 1"=20'.
- Three (3) signed and sealed prints of the final survey.
- Copies of aerial photos (if utilized to create the survey).

Site visits are encouraged. Please contact the Facilities Department (203)625-7450 to arrange a visit.

ATTACHMENTS:

- Work Area Plan 11x17 (NTS)
- Conceptual Site Plan Proposed Work at Cardinal Stadium 11x17 (NTS)

10. COMPANY BACKGROUND

Consultants must provide a complete company profile. Information submitted shall include the following.

Description of company ownership structure (professional corporation, sole proprietor, partnership, etc.).

Corporations and limited liability companies must identify the state and date of incorporation/organization.

Dun and Bradstreet number.

Federal Tax Identification Number (EIN).

11 EVALUATION

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

12 FEE PROPOSAL

Indicate your proposed fee for all services as described. The district reserves the right to provide payment in accordance with completion of services based on the project schedule.

13 **QUESTIONS**

Questions concerning this bid will be received by e-mail only directed to: Bid Department, at (bid_department@greenwich.k12.ct.us). In the "Subject" line you must put Bid # 2233-18 Surveying Services. All questions must be received no later than noon October 29, 2018. All answers will be posted as an addendum to our website, www.greenwichschools.org no later than noon on November 1, 2018. Failure to comply with these conditions will result in the proposer waiving his/her right to dispute the bid specifications and conditions. It is the proposer's responsibility to check our website for all addenda up to the day before

Failure to comply with these conditions will result in the bidder waiving his right to dispute the bid specifications and conditions.

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:

- a. Sealed proposals for Design Services for Greenwich Public Schools, as specified on the attached proposal specification sheets, will be received at the time and date above. All proposers and other interested persons are invited to be present at the opening of these proposals that will take place at the Board of Education.
- b. The Board of Education reserves the right to waive any informality in the proposal or reject any or all proposals or to accept any proposal, which appears to be in the best interest of the Board. Any proposal may be withdrawn prior to the opening time and date. Any proposal received after the time and date as specified will not be considered.
- c. The Board of Education may consider proximity of vendor's service as a factor in determining lowest responsible proposal.
- d. If the Board of Education deems it necessary, the Board of Education may postpone the date for the opening of these proposals by notifying each proposer by telephone, mail or the issuing of an addendum.
- e. The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform the work and the proposer shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any proposal where, on investigation, the evidence or information submitted by such proposers does not satisfy the Board of Education that the proposer is qualified to carry out properly the terms of the contract.
- f. Consumption or use of alcohol and/or drugs is prohibited on school property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all school buildings and on school grounds.
- g. The Bidder is required to do Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.

16 <u>TAX</u>

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

17 COLLUSION AMONG PROPOSERS

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

18 EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

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

REFERENCES:

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

1._____ NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

2._____

NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

3._____

NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

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/proposals 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.

<u>PL</u>	EASE CHECK THE APPR	OPRIATE BOX	<u>YES</u>	<u>NO</u>
1.	General Liability	\$2,000,000.00		
2.	General Aggregate	\$1,000,000.00		
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.	Town as Additional Insured			
8.	Ability to Return Contract an Within Two (2) Weeks	nd Insurance Documents		
9.	Able to Provide the Town w 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.

Signature

Date

Contractor

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.

- [x] A. General Liability, with minimum coverages for combined bodily injury and property damage liability of **\$2,000,000** general aggregate, **\$1,000,000** per occurrence including:
 - [x] 1. Commercial General Liability.
 - [x] 2. Town as additional insured.
 - [] 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- [x] B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- [x] C. Excess Liability with minimum coverage of **\$5,000,000** in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- [x] D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- [] E. Professional Liability (for design and other professionals for Errors and Omissions) with minimum coverage of **\$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.):____
- [x] G. CERTIFICATE HOLDER: TOWN OF GREENWICH, BOARD OF EDUCATION, ATTN: BOARD OF EDUCATION (also fill in on ACORD Certificate of Insurance) 290 Greenwich Avenue, Greenwich, CT 06830.

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

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of 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 Connecticut White List of the State of Connecticut Insurance Department.

AGENT/BROKER (LETTERHEAD)

(Date)

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

Re:

Town of Greenwich/Board of Education / <u>Contract #</u> Project Name:

Dear Mr. Watts:

The undersigned hereby certifies as follows:

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

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD CERTIFIC	CATE OF LIABILITY IN	SURANCE				DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICAT DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSUREERS AFFORDING COVERAGE				
NSURED		INSUREF			-	
			INSURER			
			INSURER	R C:		
		INSURER D: INSURER E:				
COVERAGES			INSURER	{ E:		
THE POLICIES OF INSURANCE LISTED NOTWITHSTANDING ANY REQUIREMEI MAY BE ISSUED OR MAY PERTAIN, THI CONDITIONS OF SUCH POLICIES. LIMI	NT, TERM OF CONDITION (E INSURANCE AFFORDED	OF ANY CONT BY THE POLI	RACT OR	OTHER DOCUMENT W CRIBED HEREIN IS SUB	ITH RESPECT TO WHICH	THIS CERTIFICATE
IN SR TYPE OF INSURANCE R	POLICY NUMBER	POLICY EF DATE(MM	FECTIVE /DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMIT	S
GENERAL LIABILITY					EACH OCCURENCE	\$
COMMERCIAL GENERAL ☐ CLAIMS MADE					FIRE DAMAGE (Any one MED EXP (Any one	\$ \$
					PERSONAL & ADV	\$
					GENERAL	\$
GENERAL AGGREGATE LIMIT APPLIES PER:					PRODUCTS-COMP/OP	\$
					100	
AUTOMOBILE LIABILITY					COMBINED SINGLE	\$
ANY AUTO ALL OWNED AUTOS					(Ea accident) BODILY INJURY	\$
SCHEDULED AUTOS					(Per person)	φ
HIRED AUTOS					BODILY INJURY	\$
NON-OWNED AUTOS					(Per accident) PROPERTY DAMAGE	\$
					(Per accident)	-
GARAGE LIABILITY					AUTO ONLY-EA OTHER THAN EA	\$
					OTHER THAN <u>EA</u> AUTO ONLY: AGG	\$ \$
EXCESS LIABILITY					EACH OCCURRENCE	
					AGGREGATE	\$ \$
						\$
□ RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					STATU- LIMITS	
					E.L. EACH ACCIDENT	\$ \$
					E.L. DISEASE-EA EMPLOYEE	φ
					E.L. DISEASE – POLICY	\$
Professional Liability						\$
DESCRIPTION OF OPERATIONS/LOCA The Town of Greenwich and						itract #
CERTIFICATE HOLDER X ADDITIONAL INSURED; INSURER LETTER:				CANCELLATION		
Certificate Holder: Town of Greenwich Board of Education 101 Field Point Road Greenwich, CT 06830			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS AUTHORIZED REPRESETNATIVE			

NON-COLLUSION AFFIDAVIT

GREENWICH PUBLIC SCHOOLS GREENWICH, CONNECTICUT

State of	۰f		
State (וי	[']	•

County of ______ :s.s.

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

I state that:

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

_____ understands and acknowledges that _____

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

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

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

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

VENDOR INFORMATION. (Please print the following)

ADDRESS	
TELEPHONE	FAX #
E-MAIL	WEB SITE
attached terms, conditions, and	TITLE der/proposer understands and agrees to the specifications, including Collusion among mination by the Contractor Prohibited.
By signing this bid/proposal the bid	der/proposer understands and agrees to the specifications, including Collusion among

DAY OF ______, 20_____

MY COMMISSION EXPIRES

TOTAL COST:

\$_____

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.

IF YOU ARE BIDDING ON THIS PROPOSAL YOU CANNOT CHANGE ANY LANGUAGE IN THE TOWN OF GREENWICH CONTRACT.

State of Connecticut Town of Greenwich Contract

		Contract	
Town Department:	Greenwich Public Schools	Contract No.:	
Division:		Account Name:	
Name &		Account Code:	
Address of Contractor:		Total Amount of Contract:	\$
and consisting of number2. The Town agrees to pay to	furnish materials and perform services as s ed pages from 1 to the price designated for such materials and	wn of Greenwich hereafter called the Town and shown in specifications and contract documents hereto services upon certification by the proper agent of the and countersigned by the Town Comptroller.	
		TOWN OF GREENWICH	
		By Its	
		CONTRACTOR By Its	
	CORPOR	ATE ACKNOWLEDGEMENT	
STATE OF COUNTY OF	} ss		, 2018
Personally appeared		of	
Signer and sealer of the forego	(Name and title of Officer) ping instrument, who being duly authorized a	(Corporation) and appointed by the Board of Directors of said Corpo (Corporation)	pration, acknowledged the foregoing
		RTNERSHIP ACKNOWLEDGEMENT n parenthesis if not a partnership)	
STATE OF COUNTY OF	ss		, 2018
	ſ		, (one of the members of the
partnership of) foregoing instrument and ackno	owledged the same to be his free act and d	eed (and the free act and deed of said partnership), b	, signer and sealer of the efore me
Approved	d as to legal sufficiency	Notary Pub	lic (seal)
Date			
		Town Coun	isel
I hereby certify that the estimat is chargeable as indicated here		d the unencumbered balances of amounts duly appro	priated and against which this contract
Date			

Comptroller

PERSONAL SERVICE CONTRACT

Contract No.

THIS AGREEMENT made and entered into this ______day of ______ 2018, by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting herein by the undersigned official, and _______ (hereinafter referred to as "Contractor"), whose principal office is located at ________, acting herein by _______ its ______, hereunto duly authorized,

WITNESSETH:

WHEREAS, the Town contemplates:

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

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

1. Describe services to be performed:

2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp.);

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

Other exhibit(s) (yes/no) entitled (pp.);

Other attachment(s) (yes/no) entitled (pp.);

for a total number of numbered pages (hereinafter collectively referred to as "Contract")

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

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

5. The service and work contemplated under this Contract shall be completed in full on or before with the option, if agreed by both parties, to extend for the 2018/2019 school years.

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

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

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

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

10. If the Contractor has been delayed and as a result will be unable, in the opinion of the Town, to complete performance fully and satisfactorily within the time allowed therefore, the Contractor, upon submission of evidence of the cause of the delay, satisfactory to the Town, shall at the discretion of the Town, be granted an extension of time for performance equal to the period that the Contractor was actually and necessarily delayed.

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

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

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

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

15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit B. Before

commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Acord form that is referenced in the attached Exhibit B evidencing such coverage.

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

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

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

Witnessed by:		THE TOWN OF GREENWICH
	Date	By
		Its
	Date	
Witnessed by:		THE CONTRACTOR
	Date	By
	Date	Its

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF)		
) COUNTY OF)	SS:	
	-	fore me thisday of
, 0,	(name of person acknowle	edged)
		Notary Public My Commission Expires:
FOR A CORPORATION:		
STATE OF)	ss:	
COUNTY OF)		
	-	fore me this day of
2018 by	name and title of off	ficer/agent
of	aState or j	place of incorporation
corporation, on behalf of the corpor	ration.	

Notary Public My Commission Expires:

FOR A PARTNERSHIP:

TATE OF	/		
) ss:		
OUNTY OF)		
The foregoing in	nstrument was acknow	wledged before me this _	day of
, by			
	acknowledgi	ng partner or agent	
artner (or agent) on behalf of			
	name of partners	ship	
		Notary Pu	ıblic
			Iblic nission Expires:
Y ANY PUBLIC OFFICER,	TRUSTEE,OR PER	My Comr	nission Expires:
Y ANY PUBLIC OFFICER,	TRUSTEE,OR PER	My Comr	nission Expires:
		My Comr	nission Expires:
<u>BY ANY PUBLIC OFFICER,</u> TATE OF)	My Comr	nission Expires:
TATE OF)) ss:	My Comr	nission Expires:
)) ss:	My Comr	nission Expires:
TATE OF OUNTY OF)) ss:)	My Comr	nission Expires: <u>TVE:</u>
TATE OF OUNTY OF)) ss:) nstrument was acknow	My Comr SONAL REPRESENTAT	nission Expires: <u>TVE:</u> day of

Notary Public My Commission Expires:

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.

- A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
 - 1. Commercial General Liability.
 - **2.** Town as additional insured.

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- 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- F. Other (Builder's Risk, etc.):_____.
- G. CERTIFICATE HOLDER: TOWN OF GREENWICH ATTN: BOARD OF EDUCATION. (Also fill in on ACORD Certificate of Insurance) 290 Greenwich Avenue, Greenwich, CT 06830.

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

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

(SAMPLE ENDORSEMENT LETTER)

AGENT/BROKER (LETTERHEAD)

(Date)

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

Re:

Town of Greenwich/Board of Education / <u>Contract #</u> Project Name:

Dear Mr. Watts:

The undersigned hereby certifies as follows:

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

Sincerely,

Authorized Representative for all companies listed in the Acord form

<u>A</u>	ACORD CERTIFICATE OF LIABILITY INSURANCE						
PRO	DUCER				NO RIGHT	S UPON THE CERTIFICA	A MATTER OF INFORMATION ONLY AND CONFERS ATE HOLDER, THIS CERTIFICATE DOES NOT COVERAGE AFFORDED BY THE POLICIES BELOW.
				INSUREERS AFFORDING COVERAGE			
INSURED Contract #				INSURER A:			
					INSURER	B:	
			INSURER	C:			
				INSURER	D:		
				INSURER E:			
COV	ERAGES						
TER	M OF CONDITION OF ANY CON	ITRACT OR C	THER DOCUMENT WITH RESP	PECT TO WHICH	H THIS CERT	IFICATE MAY BE ISSUED	DICATED, NOTWITHSTANDING ANY REQUIREMENT, OR MAY PERTAIN, THE INSURANCE AFFORDED BY SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
INS R	TYPE OF INSURANCE		POLICY NUMBER	POLICY EF	FECTIVE	POLICY EXPIRATION	LIMITS
	GENERAL LIABILITY			DATE(MM	UU/YY)	DATE(MM/DD/YY)	EACH OCCURENCE
	COMMERCIAL GENERAL	I IARII ITY					FIRE DAMAGE (Any one fire)
							MED EXP (Any one person)
		`					PERSONAL & ADV INJURY
							GENERAL AGGRREGATE
	GENERAL AGGREGATE LIMI	T APPLIES					PRODUCTS-COMP/OP AGG
		100					
		200					COMBINED SINGLE LIMIT
							(Ea accident)
	ALL OWNED AUTOS						BODILY INJURY
	SCHEDULED AUTOS						(Per person)
	HIRED AUTOS						BODILY INJURY
	NON-OWNED AUTOS						(Per accident)
	□						PROPERTY DAMAGE
							(Per accident)
	GARAGE LIABILITY						AUTO ONLY-EA ACCIDENT
							OTHER THAN EA ACC
							AUTO ONLY: AGG
	EXCESS LIABILITY						EACH OCCURRENCE
		MADE					AGGREGATE
	RETENTION \$ WORKERS COMPENSATION						OTH-
	EMPLOYERS' LIABILITY						UTH- STATU- E.L. EACH ACCIDENT
							E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE – POLICY LIMIT
	Professional Liability						
DES	CRIPTION OF OPERATIONS/LC	OCATIONS/VE	L EHICLES/EXCLUSIONS ADDED	BY ENDORSE	MENT/SPECI	AL PROVISIONS	
Th	e Town of Greenw	rich and	Greenwich Board	of Educat	tion are	named as addit	ional insured for Contract #
CER	CERTIFICATE HOLDER						
	rtificate Holde		· · · · · · · · · · · · · · · · · · ·				
	wn of Greenwich						RIBED POLICIES BE CANCELLED BEFORE THE SSUING COMPANY WILL ENDEAVOR TO MAIL 30
Board of Education					,	RTIFICATE HOLDER NAMED TO THE LEFT, BUT	
10	101 Field Point Road				FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE		
Gr	Greenwich, CT 06830				INSURER, ITS AGENTS OF REPRESENTATIONS		



GREENWICH HIGH SCHOOL CARDINAL STADIUM GREENWICH, CONNECTICUT build imagine C+C listen

SEP 20, 2018

