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

EUGENE H. WATTS
Senior Buyer

May 10, 2018

Dear Sir/Madam:

You are invited to submit a bid for Interior Painting Services for the Greenwich Public Schools for the 2018/2019 school years. The enclosed bid specifications detail the requirements we are looking for.

Bidders 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.

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:

Painting Bid
Opening Date: May 24, 2018
Opening Time: 11:30 a.m.
BID NUMBER 2206-18

Sealed Proposals for supplying the above will be received by the Purchasing Department at the above address until 11:30 a.m. at which time they will be opened and read publicly. All proposers and other interested people are invited to be present at the opening of these proposals.

Very truly yours,

Eugene H. Watts

_____
Eugene H. Watts

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

Sealed bids for Painting for the Greenwich Public Schools, as specified on the bid specification sheet, which will be received on the date and time, specified. All bidders and other interested persons are invited to be present at the opening of these bids, which will take place at the Board of Education.

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.

The Board of Education reserves the right to waive any informality in the bid or reject any or all bids or to accept any bid which appears to be in the best interest of the Board. Any bid may be withdrawn prior to the opening time and date. Any bid received after the time and date as specified will not be considered.

The specifications indicate the kind of system the Board of Education will accept bids on. All bids must be equal to or better than specified.

Each vendor must indicate in the bid how long it will take to deliver the orders after the bid is awarded. Each bid must be a firm bid subject to 90 days acceptance.

Each company bidding must have been in business under the same name for at least five years unless purchased by a larger company.

Any misrepresentation of any company in this bid may be cause for disqualification.

The successful vendor shall guarantee that all items delivered will conform in every respect with accepted standards of workmanship, material and performance, and follow all provisions of Federal and State Laws and Regulations and these specifications.

The Board of Education shall have the right to take such steps, as it deems necessary to determine the ability of the bidder to provide and install the White Board Painting. The bidder 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 bid where on investigation the evidence or information submitted by such bidder does not satisfy the Board of Education. The bidder must be qualified to carry out properly the terms of the contract.

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.

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.
Once the Bid is awarded and the contract is received by the vendor, the vendor will be given ten (10) business days to return the three (3) completed contract sets along with the original insurance documents; namely, the ACORD Certificate of Insurance Liability Coverage and the "Endorsement" letter. **These two (2) insurance documents must have original signatures and must be signed by the same person**. All insurances shall be carried by a company or companies authorized to do business within the State of Connecticut. Such certificates of insurance shall be in the form attached hereto.

The Contractor shall also carry insurance covering bodily injury and property damage caused by the operation of all motor vehicles owned by the Contractor, or by the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work under this Agreement. It is the vendor's responsibility to provide the Board of Education with updated insurance coverages throughout the entire contract period.

Should the bidder find, during examination of specifications, any discrepancies, omissions, ambiguities, or conflicts in the specifications or be in doubt as to the meaning of any portion of them, he/she shall bring the question to the attention of the Purchasing Department at the Board of Education at once and no later than ten (10) days before the bid due date. The Purchasing Department will review F and, where information sought is not clearly indicated or specified, the Purchasing Department will then instruct all bidders in writing regarding the points in question, by issuing a clarifying addendum that will become a part of the specifications. No alleged "verbal interpretation" shall be held valid. All addenda issued during this period supersede previous information and automatically becomes part of the specifications.

If the Board of Education deems it necessary, it may postpone the opening date of bids by notifying each bidder by telephone, mail or the issuing of an addendum.

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 item 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.

Any and all reference to commercial type, sales, trade names and catalogue are intended to be descriptive only and not restrictive. The intenion is to indicate only to the bidders the kind and quality of the articles that will be satisfactory. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state in the bid exactly what he intends to furnish. Where possible and feasible, submit an illustration and, or descriptive matter.

Bidder must have at least 10 staff full-time assigned employees. All Employees must be legal to work in the United States.

SPECIFICATION
FOR
INTERIOR PAINTING

SCOPE OF WORK

The Contractor shall provide all necessary materials, labor, scaffolding, and other required equipment to paint or varnish all previously painted or varnished surfaces of stairwells, hallways, classrooms, bathrooms and offices.

SURFACE PREPARATION

Walls and ceilings shall be thoroughly inspected for defective areas such as cracks, holes, separation of joints or water damage.

Defects shall be cut back to solid material, edges wetted and repaired with plaster and wall compound. Surface shall be finished smooth and even with adjacent surfaces.

After repairs have been made and the patching materials, thoroughly dry, all new materials shall be sealed with a prime coat of alkyd wall and trim primer sealer undercoat or equal.

Loose paint shall be scraped away to solid bonded paint and the edges feathered with sandpaper.

Natural wood trim, varnished doors, cabinets, and paneling shall be lightly sanded. Blisters, loose varnish and other surface defects shall be lightly sanded. Blisters, loose varnish and other surface defects shall be removed to bare wood, edges feathered, oil base matching stain applied and the areas finished with one coat of polyurethane lightly sanded when dry.

All metal surfaces such as handrails, doors, door jambs, window jambs, lavatory partitions, radiator covers etc., shall be prepared by removing all loose paint and rust to bare metal and apply one coat of oil base primer.

The existing paint surface should be cleaned of any loose particles, dirt, dust, wax, grease, oil, soap residue, or other contaminants. Exposed substrate should be cleaned and treated as new work, using either modified latex enamel primer for walls and alkyd wall and trim primer sealer undercoat for trim or walls.

Previously painted glossy surfaces should be scuff-sanded or otherwise roughened to assure good adhesion. If the finish is going to be changed to another finish such as eggshell or flat, oil primer should be applied to surface before it is painted.

FINISHING

After the work described above is complete, all previously painted surfaces shall be finished with one flat finish or one semi-gloss finish coat of a color selected by a representative of the Board of Education.

All previously stained surfaces as specified shall receive one full coat of semi-gloss polyurethane.

Metal surfaces shall receive one full coat of rust inhibitive enamel of a color selected by a representative of the Board of Education.

Ceilings – All lavatory ceilings, classrooms and plaster ceilings specified on prints will be painted in flat or semi-gloss paint. Acoustical ceiling shall be finished by using the Accoustech System of spraying an odorless, non-toxic water base chemical dye. Ceiling fire rating to remain and ceiling to retain 95% of its sound absorption or equal type system.

Interior paint shall be as manufactured by Benjamin Moore, paint for metal surfaces shall be same. Polyurethane shall be Benjamin Moore. All trim paint and varnish shall be manufacturer's top of the line quality and shall be oil base.

All materials shall be delivered to the site in unopened containers, clearly labeled and identified. Paint products shall be thoroughly mixed and "boxed" before use. Manufacturer's directions shall be strictly adhered to.

This is a painting bid covering up to 12 buildings. This bid will be based on the amount of rooms, Hallways bathrooms etc. that you can do per school for the prices listed below per school. Please circle below how much can be done for the dollar. Please make sure you look at the area in order they are listed. The price must cover labor and materials for the painting of walls, ceiling, doors, windows, and anything else it takes to complete the room.

WORK CONDITIONS

Extreme care shall be taken to protect existing surfaces such as walls, floors, furniture, etc. against damage; including use of drop cloths as necessary. It shall be the Contractor’s responsibility to protect, store, clean and patch any and all areas affected directly or indirectly by the construction operations. CARE IS TO BE TAKEN AT ALL TIMES TO PROTECT THE INTERIOR OF THE EXISTING PLANT FROM THE WEATHER, DUST AND NOISE. Furnish and erect temporary partitions from floor to underside of structure, in sash and any other openings created by new construction, additions and alterations. Such partitions shall be constructed dust tight and shall be located as directed by the Owner and/or as shown on the drawings. Take all necessary precautions to avoid unnecessary dust spreading to adjoining rooms and spaces. Keep doors closed and seal all cracks around openings in the work areas.

The Contractor is hereby notified that this work may have to be done during after-school hours, or during holidays or shutdown periods, and, therefore, may require completing the work on premium time. All costs, including custodial overtime, for such premium time shall be borne by the contractor as part of the basic contract.

Noise shall be held to a minimum when work is in progress in or around functioning areas. Mechanical demolition and/or cutting operations shall be limited to after-school hours, weekends and holidays.

In general, there are minimal storage facilities available in the schools. Lack of storage or staging areas will not constitute a ground for extension of the time of the contract. Delivery of materials shall be coordinated with the Board of Education, Maintenance Department.

Materials shall be delivered, stored and handled with proper equipment and in a manner to protect them from damage. All materials shall be delivered at the project site in manufacturer's original cartons and/or wrappings with color, name and pattern number clearly inked thereon.
Under no circumstances may corridors, stairs, or any other part of a means of egress from an occupied part of the building be blocked or constricted so as to be in violation of the applicable Building Code and Fire Safety Code.

Work shall be confined to space allowed for it. If space is not sufficient, Owner shall be notified. More space shall not be used unless authorized by Owner.

The Contractor shall confine his apparatus; storage of materials and the Owner may direct construction operations to the limits indicated by ordinances or permits or as. He shall not unreasonably encumber the premises with his materials.

In storing materials within any structure, or when using structure as a shop, the Contractor shall consult with the Owner and shall restrict his storage to spaces designated for such purposes. The Contractor will be held responsible for repairs, patching or cleaning arising from such use. The Contractor shall not trespass or enter upon areas that are noted as being restricted.

Plumbing fixtures shall not be used for emptying water from buckets, pails or other containers.

Smoking in building, consumption of alcoholic beverages, or any illegal substance is expressly prohibited on all Board of Education property.

In the utilization of ground area, the protection of pavement, curbs, walks, structures and other permanent improvements shall be installed and maintained.

The Contractor shall repair and/or replace any damage to existing trees, shrubbery, lawns or other planting caused by operations and/or workmen employed in performance of their contract.

During the whole course of the work, the Contractor shall so conduct his work and operations as to interfere as little as possible with traffic near the work and shall effect by every reasonable means the safety and comfort of pedestrians, vehicles and vehicle passengers near the work.

Employees, vehicles, equipment and material of all Contractors and of all others utilized by the Contractors for the performance of their work shall enter onto the construction site only at those locations designated or approved by the Owner. Owner shall designate access to the site and designated areas for work and for storage of materials.

It will be the responsibility of the Contractor to provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons.

All employees or persons entering upon the property surrounding the school because of this construction are restricted to the immediate area of work. Only persons having official business will be admitted to the construction site. NO COMMUNICATION BETWEEN WORKERS AND STUDENTS WILL BE TOLERATED.

Confer with Owner regarding the disposition of equipment for which instructions have not been given in advance. The Owner reserves the right to decide, as the work progresses, on the disposition of equipment and fittings and the Contractor shall be governed accordingly.

Each Contractor shall protect and leave in perfect condition materials, apparatus, fittings, fixtures and trim in scope of his contract. Should any items be damaged or broken or should any workmanship be molested, no matter by whom such damage is caused, work must be corrected and damaged items replaced with new units by Contractor at no additional cost to Owner. The skilled trade that originally performed such work at the expense of the Contractor shall do work that needs redoing because of damage.

In case of difference between building codes, Specifications, state laws, local ordinances, industry standards and utility company regulations and contract documents, most stringent shall govern. Contractor shall promptly notify Owner in writing of any such difference.

Noncompliance: Should contractor perform any work that does not comply with requirements of applicable building codes, state laws, local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting deficiencies.

Contractor shall not employ on job unfit persons or anyone not skilled in work assigned to him nor anyone considered detrimental to best interests of job.

All employees working in the schools must have a background check.

CLEANING AND REMOVING DEBRIS

Final cleaning at the completion of the work shall generally include:

a. Removal of all temporary protections.

b. Removal of all dirt, mortar droppings, fingerprints, dust, spots, tar, etc., from finish surfaces.

c. Cleaning of debris from and restoration of staging areas, walkways, grounds and any areas affected by the work.

d. Cleaning of fixtures and equipment.

e. Removal of all empty containers and debris, etc.

The Contractor shall leave the premises in a condition satisfactory to the Board of Education.

GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of one year.

INSPECTION

The work shall be inspected by the agent of the Board of Education, and any work not complying with this specification shall be satisfactorily corrected at the expense of the Contractor.

The Contractor shall state on what material his bid is based. If the manufacturer has several grades of paint, the Contractor shall use their first line of paint.

COLOR SELECTION

Colors shall be selected by the Greenwich Board of Education.

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.

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.

INSURANCE:

Insurance coverage is required.

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.

AWARD OF BIDS

Contracts and/or purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. The Greenwich Board of Education reserves the right to determine the low bidder on an individual basis.

The Board of Education will consider proximity of vendor's services as a factor in determing the lowest responsible bid. Bidders must not be more than 40 miles from Greenwich CT. All bidders must be capable of backing their products with proper handling and usage and on-site instructions.

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.

MARKUP

Markups on material can't be more than 10%.

QUESTIONS

Questions concerning this proposal will be received only by email directed to: Eugene H. Watts, at (bid_department@greenwich.k12.ct.us). In the "Subject" line you must put Bid # 2206-18 Paint. All questions must be received no later than noon on May 19, 2016. All answers will be posted as an addendum to our website no later than noon on May 23, 2015. Failure to comply with these conditions will result in the proposer waiving 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.

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 bidder is interested in more than one bid for the work contemplated will cause rejection of all bids 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 the future offers for the same work. Each bidder, by submitting a bid, certifies that it is not a part to any collusive action.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

The successful bidder 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 bidder 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 bidder in all solicitation or advertisements for employees, placed by or on behalf of the contractor, will state that such successful bidder is an Equal Opportunity Employer. Employment discrimination by contractor prohibited.

Notices, advertisements, and solicitations place in accordance with Federal Law, rules or regulations shall, be deemed sufficient for the purpose of meeting the requirements of this section.

Provide unit costs to set up, prepare (sand, seal and fill), prime, and paint the following materials. Enter unit price per unit of measure as requested. Linear feet will not be accepted.

A. Woodwork and Trim: $_____ /square foot

B. Woodwork and Trim (Varnish): $

/square foot C. Gypsum Board and Plaster Walls: $

/square foot D. Masonry Walls: $

/square foot

E. Metal Radiator Covers: $
/square foot

F. Provide hourly rates and mark up on materials for additional work, if requested outside of project scope: Supervisor $_____./hr. Foreman$_____ /hr.

Journeyman$_____/hr. Apprentice $____/hr. Actual cost plus _____ % mark-u

Paint manufacturer: _____

NOTE: No single project at any given location shall exceed the lump sum amount of $25,000.00 in its entirety.

UNIT COST

Unit price is an amount applicable during the duration of the contract as a price per unit of measurement for materials, equipment, or services, or a portion of the work, added to or deducted by appropriate modification, if the scope of work or estimated quantities of the work required by the contact documents are increased or decreased.

All unit prices must include, but not limited to, labor, materials, equipment, mobilization, standard warranty, disposal, freight and delivery, insurances, applicable taxes, overhead and profit, and all other related items to complete the work.

Unit pricing shall be based on minimum unit of measure (UOM) allowance of 100 square feet, 100 linear feet and 24 hours. Scaffolding will not be required as part of this contract.

Provide subcontractor details, if any are to be employed as part of this contract, including labor rates: SUBCONTRACTOR #1:

Name of Company _____ **Fed ID #**

Contact Person _____ **Phone**

Company Address _____ **Fax**

Trade _____ **Email**

Rates: Supervisor $ /hr. Foreman $ /hr. Journeyman$_____ /hr.
Apprentice $_____ /hr.

SUBCONTRACTOR #2:

Name of Company _____ **Fed ID #**

Contact Person _____ **Phone**

Company Address _____ **Fax**

Trade _____ **Email**

Rates: Supervisor $ /hr. Foreman $ /hr. Journeyman $_____ /hr.
Apprentice $_____ /hr.

SUBCONTRACTOR #3:

Name of Company _____ **Fed ID #**

Contact Person _____ **Phone**

Company Address _____ **Fax**

Trade _____ **Email**

Rates: Supervisor $ /hr. Foreman $ /hr. Journeyman $_____ /hr.
Apprentice $_____ /hr.

NON-COLLUSION AFFIDAVIT

GREENWICH PUBLIC SCHOOLS
290 GREENWICH AVE
GREENWICH, CONNECTICUT

State of _____:

County of _____: s.s.

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

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

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder/proposer or potential bidder/proposer.

(2) Neither the price(s) nor the amount of this BID/RFP, and neither the approximate price(s) nor approximate amount of this BID/RFP, have been disclosed to any other firm or person who is a bidder/proposer or potential bidder/proposer, and they will not be disclosed before BID/RFP opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/proposal higher than this BID/RFP, or to submit any intentionally high or noncompetitive BID/RFP or other form of complementary BID/RFP.

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

(5) The BID/RFP of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/proposal.

(6) _____its affiliates, subsidiaries, officers,
(NAME OF MY FIRM)

directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding/proposing on any public contract, except as follows:

I state that _____ understands and acknowledges that
(NAME OF MY FIRM)

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

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

_____

(NAME OF MY FIRM)

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

(8) In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

(9) In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under or otherwise in the performance of such contract.

(10) The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

(11) The Greenwich Code of Ethics can be found at www.greenwichct.org Code of Ethics stated as follows:

(A) <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.

(B) <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.

(C) <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.

By signing this proposal, the proposer understands and agrees to the attached terms, conditions, and specifications, including Collusion among Proposers. Employment Discrimination by the Contractor Prohibited.

_____
SIGNATURE

<u>SWORN AND SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR</u>

THE COUNTY OF _____ AND THE

STATE OF _____THIS _____

DAY OF _____, 2018

_____ 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

VENDOR INFORMATION. (Please print the following)

VENDOR NAME

ADDRESS

TELEPHONE **FAX #**

E-MAIL **WEB SITE**

PRINT NAME **TITLE**

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.

PLEASE CHECK THE APPROPRIATE BOX		**YES**	**NO**
1. General Aggregate	$2,000,000.00	☐	☐
2. Per Occurrence	$1,000,000.00	☐	☐
3. Automobile Liability	$1,000,000.00	☐	☐
4. Excess Liability	$5,000,000.00	☐	☐
5. Worker's Compensation and Employer's Liability		☐	☐
6. Town as Additional Insured		☐	☐
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.

_____ _____

Signature Date

_____

Contractor

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

State of Connecticut
Town of Greenwich
Contract

Town Department: Greenwich Public Schools — Contract No.

Division: Facilities — Account Name:

Name and Address Of Contractor — Account Code:

Total Amount of Contract:

This Agreement made this day of, 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: _____, 2018

Personally appeared _____ of _____. Signer and sealer of the foregoing instrument,
Name and title of Officer (Corporation)

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: _____, 2018

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

SERVICE AGREEMENT
#_____

THIS SERVICE AGREEMENT, executed this _____day of _____in the year Two Thousand Eighteen (herein referred to as the "Agreement") by and between the Town of Greenwich, Connecticut, (hereinafter referred to as “Town”), acting through _____ hereunto duly authorized, and

_____,

(hereinafter referred to as “Contractor”) acting through _____
(insert name of individual)
duly authorized.

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS:

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

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

"Contracting Officer or Agency" shall mean that official of the Town which awards the contract, executes the Agreement and any Purchase Order(s) pursuant to this Agreement, and is the Town's authorized representative.

“Work” shall mean the provision of equipment and labor to complete Purchase Order.

The Contractor's Bid (attached hereto as Exhibit B) as accepted by the Town, the Contract Conditions and Specifications and all addenda and amendments to any of the foregoing,

collectively constitute the Agreement Documents, and are sometimes herein referred to as the "Agreement".

2. DESCRIPTION OF WORK:

See description of work as noted below. Any additional work is to be performed pursuant to Purchase Order(s) issued referencing the appropriate Service Agreement number.

3. PAYMENT AND PERIOD:

Base Contract period is:	through	.
First option year is:	through	.
Second option year is:	through	.
Third option year is:	through	.
Fourth option year is:	through	.

The Contractor shall invoice the Town on a services rendered basis.

Such payments will be made by the Town net 30 for all services actually rendered, and the acceptance by the Contractor of any such payment shall be a release to the Town of all claims and all liability to the Contractor in connection with the Agreement, 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 Agreement to be entered into or any insurance policies issued in connection with said contract. Payment shall be made on the basis of unit price and/or hourly rate as noted in the Contractor's Bid (attached hereto as Exhibit B). The initial contract amount shall be the amount noted on the face sheet of this Agreement. Payment for additional work performed pursuant to Purchase Order(s) shall be in the amount stated on such Purchase Order(s).

4. PERFORMANCE MAINTENANCE AND PAYMENT BOND:

The Contractor shall, simultaneously with the signing of this Agreement, furnish the Town with 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. INSURANCE:

The Contractor shall take out and maintain during the life of this Agreement the types and amounts of insurance as are set forth in the attached Exhibit A. At the time of the signing of this Agreement by the Contractor, the Contractor shall furnish the Town with a completed certificate of insurance on the Town form that is included in the attached Exhibit A evidencing such coverage.

6. CONTRACTOR AN INDEPENDENT CONTRACTOR:

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 the Agreement. 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.

7. STANDARD OF OBLIGATION AND SERVICE:

Any conflict between this Agreement and any Invitation To Bid, Request For Proposal, bid or response to Request For Proposal shall be resolved in favor of this Agreement, with the exception that any provision of any Invitation To Bid, Request For Proposal, bid or response to Request For Proposal, that is attached as an Exhibit to this Agreement, which Exhibit provides for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Agreement.

8. TERMINATION:

The Town may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

9. 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 Agreement. 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.

10. GUARANTEE:

The Contractor guarantees that the work and services to be performed under the Agreement and all workmanship, materials and equipment 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, 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 materials, 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 Agreement during such one year period, and also shall repair, correct or replace all damage to the work resulting from such failure.

If the manufacturer's warrantee for equipment and materials installed is greater than the one year period for warrantee specified above, the warrantee will be passed through to the Town. Upon completion of the project by the Contractor and acceptance by the Town, all warrantees will be passed through to the Town and all paperwork turned over to the Town.

11. 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 Specifications or other Agreement 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.

12. 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.

13. 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.

14. 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 Agreement 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 Agreement, 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 Agreement, 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 Agreement 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 Agreement 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 therefor 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 Agreement 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.

15. **LIABILITY OF TOWN:**

No person, firm or corporation, other than the Contractor, who signed this Agreement, 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.

16. 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.

17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to be inserted herein, and the Agreement 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 Agreement shall forthwith be physically amended to make such insertion.

18. 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.

19. 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 Agreement 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 Agreement, or his claim thereto, unless by and with the like written consent of the Town. Any assignment or subletting in violation hereof shall be void and unenforceable.

20. 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 Agreement, 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.

21. 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 mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee 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 employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

The provisions of this section 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 project is less than one hundred thousand dollars ($100,000).

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 1st 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 1st, 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 website. The annual adjustments will be posted on the Department of Labor's web page: 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.

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.

22. PAYMENT OF SUBCONTRACTORS:

As required by Section 49-41a of the Connecticut General Statutes, within thirty (30) days after payment to the Contractor by the Town for work under this Agreement, the Contractor

shall pay any amount due any subcontractor, whether for labor performed or materials furnished when such labor or materials have been included in a requisition submitted by such Contractor and paid by the Town.

The general contractor shall include in each of its subcontracts, a provision requiring each subcontractor to pay any amounts due any if its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

23. NON-CONNECTICUT CONTRACTORS

THE FOLLOWING IS NOT REQUIRED FOR REPAIR WORK. THE FOLLOWING ONLY APPLIES TO CONTRACTORS LOCATED IN STATES OTHER THAN CONNECTICUT AND FOR PROJECTS INVOLVING RENOVATION OR NEW WORK.

In the event a service agreement is established between the Town and a non-Connecticut contractor and renovation work or new work is required, the following procedure shall be followed:

1. The nonresident contractor shall provide the Town with a written quotation in the full amount of the project.

2. Upon approval of the quotation by the Town, the Town will issue a purchase order if needed and the following shall be followed:

3. Pursuant to Connecticut General Statutes § 12-430(7), as amended by Public Act No. 03-147 (An Act Concerning Sales Tax Bond Requirements For Nonresident Contractors) and Public Act No. 03-6 (An Act Concerning General Budget And Revenue Implementation), Sec.76, a nonresident contractor shall furnish the Department of Revenue Services (DRS) a guarantee bond for 5% of the total amount of the purchase order using Form AU-766, copy attached. This form is also available on the State's web site, **http://www.ct.gov/drs/cwp/view.asp?a=1509&q=270990&drsPNavCtr=|#41307**

The nonresident contractor must have completed and submitted to the DRS Form REG-1, *Business Taxes Registration Application,* to register with the DRS and have been issued a Connecticut Tax Registration Number. A copy of this form is attached. This form is also available on the State's web site, **http://www.ct.gov/drs/cwp/view.asp?a=1509&q=266240**, for the purpose of online registration.

The nonresident contractor has 120 days from the commencement of the contract to file the guarantee bond. As soon as the guarantee bond is filed with the DRS, a copy of such guarantee bond together with the nonresident contractor's Connecticut Tax Registration Number shall be submitted to the department that issued the purchase order/change order/supplement by the nonresident contractor

After the nonresident contractor receives a Certificate of Compliance from the DRS confirming that the guarantee bond requirement has been met, the nonresident contractor shall submit a copy of said form, referencing the service agreement, to the department that issued the purchase order/change order/supplement.

If the copy of the Certificate of Compliance is not received by the department that issued the purchase order within 120 days from the commencement of the purchase order, the Town will be obligated under law to withhold payment in the amount of 5% of the purchase order total, including the price of all add-ons, and remit the amount as a deposit to the DRS not later than 30 days after the completion of the purchase order.

The Town will also be obligated to withhold 5% from each contractor's invoice if the contractor has invoiced the Town before 120 days from the commencement of the purchase order and has not supplied the Town with a copy of the Certificate of Compliance.

4. This procedure shall be followed each time renovation work or new work is ordered based on a service agreement with a nonresident contractor.

24. 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.

25. 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.

26. 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 therefor.

27. EXAMINATION OF WORK:

The Contracting Officer shall be furnished by the Contractor with every reasonable 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 Agreement, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

28. PRICES FOR WORK:

The Town shall pay and the Contractor shall receive the prices stipulated in the pricing schedule of the Contractor's Bid (attached hereto as Exhibit B) 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 Agreement, for the base contract period.

The pricing schedule established in the bid for the first and second option years shall be implemented upon mutual agreement of both parties to extend the term of the Service Agreement for additional one year increments.

29. 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 this AGREEMENT have hereunto set their hand and seals the day first above written.

Dated at Greenwich, Connecticut,

this _____ day of _____ 2018.

Witnessed by: **THE TOWN OF GREENWICH**

_____ **By**_____ **L.S.**

_____ **Its**_____

Witnessed by: **THE CONTRACTOR**

_____ **By**_____ **L.S.**

_____ **Its**_____

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF _____)
) ss:_____
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____day of _____, by_____
(name of person acknowledged)

_____
Notary Public
My Commission Expires:

FOR A CORPORATION:

STATE OF _____)
) ss:_____
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2018 by _____
name and title of officer/agent
of _____ a _____
name of corporation State or place of incorporation

corporation, on behalf of the corporation.

_____
Notary Public
My Commission Expires:

FOR A PARTNERSHIP:

STATE OF _____)

) ss:_____

COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____day of

_____, by_____

acknowledging partner or agent

partner (or agent) on behalf of _____, a partnership.

name of partnership

_____

Notary Public
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

STATE OF _____)

) ss:_____

COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____day of

_____, by_____

name and title of position

_____

Notary Public
My Commission Expires:

CHECK LIST / 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/proposal 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.

PLEASE CHECK THE APPROPRIATE BOX		**YES**	**NO**
General Aggregate	$2,000,000.00	☐	☐
Per Occurrence	$1,000,000.00	☐	☐
Automobile Liability	$1,000,000.00	☐	☐
Excess Liability	$5,000,000.00	☐	☐
Worker's Compensation and Employer's Liability		☐	☐
Town as Additional Insured		☐	☐
Ability to Return Contract and Insurance Documents Within Two (2) Weeks		☐	☐
Sample contract signed and returned with Proposal.		☐	☐
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.

Insurance Requirement Sheet

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

☒ **A. General Liability, with minimum coverages for combined bodily injury and property damage liability of $2,000,000 general aggregate, $1,000,000 per occurrence including:**

- ☒ **1. Commercial General Liability.**
- ☒ **2. Town as additional insured.**
- ☐ **3. Owners and Contractors Protective Liability (separate policy in the name of the Town).**

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

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

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

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

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

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

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

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

(SAMPLE ENDORSEMENT LETTER)

AGENT/BROKER
(LETTERHEAD)

(Date)

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

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

Dear Mr. Watts:

The undersigned hereby certifies as follows:

(1) I am a duly licensed insurance agent under the laws of the State of **[insert State]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;

(2) The Town of Greenwich has been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by **[insert company affording coverage] to [name of insured]**;

(3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;

(4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and

(5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD **CERTIFICATE OF LIABILITY INSURANCE**					
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
				INSUREERS AFFORDING COVERAGE	
INSURED **Contract #**				INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL ☐ CLAIMS MADE ☒ OCCUR ☐ ☐ GENERAL AGGREGATE LIMIT ☐ POLICY ☐PROJECT ☐				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS ☐ ☐				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND				WC STATU OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE – POLICY LIMIT
	Professional Liability				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Additional Insured: Town of Greenwich, CT/Board of Education for Contract #					
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