

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

**EUGENE H. WATTS**  
**Senior Buyer**

May 14, 2019

Dear Sir/Madam:

You are invited to submit a Bid for HVAC Services for the Greenwich Public Schools 2019 school year. The enclosed Bid specifications detail the requirements we are looking for.

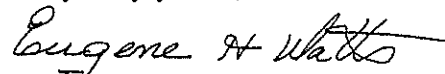
Bidders are urged to read all documents carefully and fill out all information requested. Proposals which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection for failure to comply strictly with these conditions. If needed, you can make arrangements for a walk-through by calling 203-625-7450

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:

HVAC On Call Services Bid  
Opening Date: 6/4/19  
Opening Time: 10:00 a.m.  
Bid Number: 2252-19

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

Very truly yours,



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Eugene H. Watts

**1. BACKGROUND:**

The Town of Greenwich, CT is about 30 miles northeast of New York City and has a population of about 60,000 people. The Greenwich Public Schools enjoy a national reputation for excellence and have strong support from the community. Our fifteen public schools have a current enrollment of 9000 students and consist of eleven elementary schools (K-5), three middle schools (6-8), and one comprehensive high school (9-12). Our district also offers some pre-K and alternative high schools programs.

**2. CONTRACT LENGTH:**

This Bid is for awarding a contract to cover the period beginning immediately through June 28, 2019. Once this Bid is awarded, the Bidder must make arrangements to meet with Greenwich Public Schools if required.

**3. OPTION TO EXTEND:**

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

**4. PROPOSAL EVALUATION CRITERIA:**

A committee composed of various administrators will evaluate Bids. The following criteria guidelines will be used in analyzing and evaluating this Bid. Conformance to the requirements of this Bid, i.e. conformance to Terms, Conditions and Scope of Work. Proven skills and technical competence. Background on the firm for Vendor firm, identification of personnel who will have principal responsibility.

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

Cost/service fee (overall cost to the Board of Education with all factors considered).

Presentation to the selection committee, if requested.

**6. AWARD OF CONTRACT:**

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.

**7. PURPOSE:**

Greenwich Public Schools is soliciting Bids to provide HVAC On Call Services for the Greenwich Public School district.

**8. OVERVIEW:**

Greenwich Public Schools wishes to solicit HVAC On Call Services located within a 50-mile radius of the district. It is understood that any contract is subject to available funding.

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

An outline of the procedures to be used to provide HVAC On Call Services indicated above, and how cost estimates will be calculated.

**10. SCOPE OF SERVICE:**

This Agreement includes, but is not limited to, the supplying of all labor, material, equipment and supervision necessary and required to provide maintenance and repairs per directive from Facilities Department, Board of Education.

**THIS CONTRACT WILL TAKE EFFECT AS SOON AS THE CONTRACT IS APPROVED BY THE TOWN OF GREENWICH LAW DEPARTMENT**

**Scope of Work**

The Greenwich Public Schools is requesting proposals for qualified, licensed, full-time HVAC contractors to provide on-call services for all District owned buildings, facilities, and sites. The Contractor will provide HVAC diagnostics, repairs, upgrades, installations, and filter replacements for components of District facilities and infrastructure on an as-needed basis during the contract period through June 28, 2019, which may be renewed for up to 4 consecutive terms at the BoE's discretion.

The purpose of this Bid is to provide interested vendors the necessary information for preparing quotes for HVAC Services that will meet the Board's specific needs. The purpose of the Bid is to award a contract that guarantees response time and rates for the Greenwich Public Schools. Contractor is not authorized to exceed \$500 per individual job without written authorization from the Director of Facilities.

The contract will not guarantee a certain amount of hours or annual sum paid.

## 2 Bid Requirements

Respondents should provide complete and current information for all categories. The response to this Bid shall include the following information:

- a. A fee schedule including an hourly rate, material markup price, and any other fees and conditions or documents associated with HVAC work.
- b. A list of no less than three municipal or corporate references from customers for whom you have performed frequent or ongoing contracting services in the past.
- c. A proposed arrive on-site response time for non-emergency, and emergency HVAC needs. The District defines emergency as "high health risk, risk of property damage

### **Submission**

- a. Submit three (3) copies of the response to:
- b. Firms mailing their responses should allow adequate mail delivery time to ensure timely receipt of their submittal. Post marks will not qualify as evidence of receipt of the bid.

### Bid Number 2252-19 for On-Call HVAC Contractor Services Submittal

- c. All Bids submittals shall become property of the Greenwich Public School, will not be returned, and are considered a matter of public record after the contract is awarded.
- d. This Bid does not and shall not commit the Greenwich Public Schools or any of its agents to enter into any agreement, to pay any costs incurred in the preparation of any response to this Bid, or to procure or contract for any services or supplies.
- e. The District reserves the right to accept or reject any or all responses to this Bid, to enter into a contractual agreement with any contractor submitting a response to this Bid, to delay and/or cancel in part or in its entirety this Bid if it is in the best interest of the District, in their sole opinion, to do so.
- f. The District reserves the right to waive any inconsistencies or discrepancies in the Bid if the District determines it is their best interest to do so. Greenwich Public Schools may reject responses that do not meet the requirements of the Bid in any respect.
- g. Response to the Bid is entirely voluntary and made with this knowledge.
- h. Bidders must certify that bids have been arrived at independently and has been submitted without collusion designed to limit independent Bidding or competition.

#### 4 General Requirements

- a. All work shall comply in every respect with the Building Codes, Town Regulations, Code Requirements (City, and State).
- b. All equipment, materials, etc. specified to be removed from the site shall become the property of the contractor, unless otherwise stated.
- c. All repair work will be left in a clean safe and workable condition.
- d. Contractor shall ONLY repair, replace, upgrade or install work that is instructed.
- e. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to contact the designated District representative and request clarifications before proceeding.
- f. It will be required that the Contractor diagnoses the problem and makes the necessary repairs as soon as possible.
- g. The Contractor must work as quickly and efficiently as is possible. All repairs are to be first class quality.
- h. The District reserves the right to terminate the contract with a 30-day written notice.
- i. By executing this contract, the Contractor represents that he has familiarized himself with the local conditions under which the work is to be performed.
- j. In the event of accidental site damage, it will be the responsibility of the Contractor to return the site to its original condition at no cost to the District
- k. If temporary repairs are needed due to an emergency, the Contractor is instructed to do so at the direction of the District's designated representative.
- l. All permanent repairs must be made as soon as is possible. This must be done as a minimum within five (5) days after the problem has been diagnosed and approval to proceed has been given.
- m. It will be the responsibility of the Contractor to leave the area in a clean, "broom swept" state. Contractor must remove all debris generated while making repairs, replacements, or installations.
- n. The contractor will be required to present valid work tickets with invoices. A valid work ticket is one that indicates all parts, labor hours and details the work completed. It must also be signed by a BoE employee at the time of service delivery, verifying work was completed in a satisfactory manner. Invoice will not be accepted without signed service tickets.

- o. All labor prices must include travel time. Separate travel time will not be considered.
- p. District requires same day service.
- q. Contractor is an independent contractor. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the District. The Contractor is not to be deemed an employee or agent of the District and has no authority to make any binding commitments or obligations on behalf of the District except as expressly provided herein.

Evaluation Criteria

Evaluation criteria to be applied in reviewing the proposals may include but is not limited to:

- Bid fee schedule
- Quality of references
- Response times
- Bid Schedule

Management person responsible for direct contact with the Town and the services required for this Bid

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**RATES 2019**

Regular Hourly Rates Mon-Fri (7am to 5pm) \_\_\_\_\_ per hour

After Hours Rate Monday – Friday \_\_\_\_\_ per hour

Weekend Rate \_\_\_\_\_ per hour

Holiday Rate \_\_\_\_\_ per hour

Other fees or charges \_\_\_\_\_

Markup of materials above vendor cost \_\_\_\_\_ %

**EMERGENCY RATES 2019**

Emergency Hourly Rates Mon-Fri (7am to 5pm) \_\_\_\_\_ per hour

Emergency After Hours Rate Monday – Friday \_\_\_\_\_ per hour

Emergency Weekend Rate \_\_\_\_\_ per hour

Emergency Holiday Rate \_\_\_\_\_ per hour

**RATES 2019-2020**

Regular Hourly Rates Mon-Fri (7am to 5pm) \_\_\_\_\_ per hour

After Hours Rate Monday – Friday \_\_\_\_\_ per hour

Weekend Rate \_\_\_\_\_ per hour

Holiday Rate \_\_\_\_\_ per hour

Markup of materials above vendor cost \_\_\_\_\_ %

**EMERGENCY RATES 2019-2020**

Emergency Hourly Rates Mon-Fri (7am to 5pm) \_\_\_\_\_ per hour  
Emergency After Hours Rate Monday – Friday \_\_\_\_\_ per hour  
Emergency Weekend Rate \_\_\_\_\_ per hour  
Emergency Holiday Rate \_\_\_\_\_ per hour

**RATES 2020-2021**

Regular Hourly Rates Mon-Fri (7am to 5pm) \_\_\_\_\_ per hour  
After Hours Rate Monday – Friday \_\_\_\_\_ per hour  
Weekend Rate \_\_\_\_\_ per hour  
Holiday Rate \_\_\_\_\_ per hour  
Markup of materials above vendor cost \_\_\_\_\_ %

**EMERGENCY 2020-2021**

Emergency Hourly Rates Mon-Fri (7am to 5pm) \_\_\_\_\_ per hour  
Emergency After Hours Rate Monday – Friday \_\_\_\_\_ per hour  
Emergency Weekend Rate \_\_\_\_\_ per hour  
Emergency Holiday Rate \_\_\_\_\_ per hour

**RATES 2021-2022**

Regular Hourly Rates Mon-Fri (7am to 5pm) \_\_\_\_\_ per hour  
After Hours Rate Monday – Friday \_\_\_\_\_ per hour  
Weekend Rate \_\_\_\_\_ per hour  
Holiday Rate \_\_\_\_\_ per hour  
Markup of materials above vendor cost \_\_\_\_\_ %



**EMERGENCY RATES 2021-2022**

Emergency Hourly Rates Mon-Fri (7am to 5pm) \_\_\_\_\_ per hour

Emergency After Hours Rate Monday – Friday \_\_\_\_\_ per hour

Emergency Weekend Rate \_\_\_\_\_ per hour

Emergency Holiday Rate \_\_\_\_\_ per hour

**ON-CALL RESPONSE TIME**

Regular hours Monday – Friday \_\_\_\_\_ minutes/hrs.

**RATES 2022-2023**

Regular Hourly Rates Mon-Fri (7am to 5pm) \_\_\_\_\_ per hour

After Hours Rate Monday – Friday \_\_\_\_\_ per hour

Weekend Rate \_\_\_\_\_ per hour

Holiday Rate \_\_\_\_\_ per hour

Markup of materials above vendor cost \_\_\_\_\_ %

**EMERGENCY RATES 2022-2023**

Emergency Hourly Rates Mon-Fri (7am to 5pm) \_\_\_\_\_ per hour

Emergency After Hours Rate Monday – Friday \_\_\_\_\_ per hour

Emergency Weekend Rate \_\_\_\_\_ per hour

Emergency Holiday Rate \_\_\_\_\_ per hour

**ON-CALL RESPONSE TIME**

Regular hours Monday – Friday \_\_\_\_\_ minutes/hrs.

Number of employees available for emergency calls \_\_\_\_\_

**REFERENCES**

Please list a minimum of three corporate or municipal customers for whom you have performed frequent or ongoing services.

Name of Company \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_

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Name of Company \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_

---

Name of Company \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_

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

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

The Bid should demonstrate familiarity with Connecticut requirements.

**12. FEE:**

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

**13. QUESTIONS:**

Questions concerning this 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 #2252-19 HVAC Services. All questions must be received no later than noon on May 23, 2019. All answers will be posted as an addendum to our website, www.greenwichschools.org no later than noon May 28, 2019. Failure to comply with these conditions will result in the bidder 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 the opening date.

**14. ACCEPTANCE:**

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

**15. GENERAL TERMS AND CONDITIONS:**

Sealed Bids for furnishing HVAC Services for Greenwich Public Schools, as specified on the attached Bid specification sheets, will be received at the time and date above. All Bidders and other interested persons are invited to be present at the opening of these Bids that will take place at the Board of Education.

The Board of Education reserves the right to waive any informality in the 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 Board of Education may consider proximity of vendor's service as a factor in determining lowest responsible Bid.

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

The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and 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 Bidders does not satisfy the Board of Education that the Bidder is qualified to carry out properly the terms of the contract.

Consumption or use of alcohol and/or drugs is prohibited on school property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all school buildings and on school grounds.

**16. TAX:**

No amount shall be added for the Connecticut Sales Tax or Federal Tax. The Greenwich Public 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 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 Bidders in which the Bidder is interested. Any or all Bidders will be rejected if there is any reason for believing that collusion exists among the Bidders.

Participants in such collusion may not be considered in future offers for the same work. Each Bidder, by submitting a Bid, certifies that it is not a part to any collusive action.

**18. 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.

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

- 19.** The intention of this BID/BID is to establish a contract with one or more contractors who will, upon request provide the time with the services, labor, and supplies described in this solicitation.

This is no guarantee as to the amount of services, labor or supplies that the Board of Education may purchase during the term of this contract.

## 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/proposal, and neither the approximate price(s) nor approximate amount of this Bid/proposal, 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/proposal 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/proposal, or to submit any intentionally high or noncompetitive Bid/proposal or other form of complementary Bid/proposal.
- (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/proposal for the work contemplated may cause rejection of all Bid/proposal 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/proposal 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](http://www.greenwichct.org) Code of Ethics stated as follows:

(2) DEFINITION.

- (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town

and the interest of any person or his immediate family in any corporation, firm or partnership which 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) GIFTS AND FAVORS. No Town Officer or his immediate family shall accept any valuable gift, things, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

(4) IMPROPER INFLUENCE. No Town Officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his 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

SWORN AND SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR

THE COUNTY OF \_\_\_\_\_ AND THE

STATE OF \_\_\_\_\_ THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
NOTARY PUBLIC

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

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

---

**VENDOR NAME**

---

**ADDRESS**

---

**TELEPHONE**

**FAX #**

---

**E-MAIL**

**WEB SITE**

---

**PRINT NAME**

**TITLE**



**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/Bidders 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      \$1,000,000.00
2. General Liability      \$2,000,000.00
3. Town of Greenwich & Greenwich Public School  
must be Named as Additional Insured
4. Automobile Liability    \$1,000,000.00
5. Excess Liability        \$5,000,000.00
6. Professional Liability   \$0,000,000.00
7. Worker's Compensation and Employer's Liability
8. Ability to Return Contract and Insurance Documents  
Within Two (2) Weeks
9. 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

\_\_\_\_\_  
Contractor

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

# SERVICE AGREEMENT

# \_\_\_\_\_

THIS SERVICE AGREEMENT, executed this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Nineteen, (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 1<sup>st</sup> for the duration of the project.

Each Contractor that is awarded a contract shall pay the annual adjusted prevailing wage rate that is in effect each July 1<sup>st</sup>, as posted by the Department of Labor.

It is the Contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website. The annual adjustments will be posted on the Department of Labor's web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, contact the division listed below.

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

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.

10. 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 \_\_\_\_\_ 2019.

**Witnessed by:**

\_\_\_\_\_  
\_\_\_\_\_

**THE TOWN OF GREENWICH**

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

**Witnessed by:**

\_\_\_\_\_  
\_\_\_\_\_

**THE CONTRACTOR**

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





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 B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.



**(SAMPLE ENDORSEMENT LETTER)**

**AGENT/BROKER  
(LETTERHEAD)**

(Date)

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

Re: Town of Greenwich/Board of Education / Contract # \_\_\_\_\_  
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<br>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<br>COMMERCIAL GENERAL<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/><br><input type="checkbox"/><br>GENERAL AGGREGATE LIMIT<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> |               |                  |                   | EACH OCCURENCE<br>FIRE DAMAGE (Any one fire)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGRREGATE<br>PRODUCTS-COMP/OP AGG |
|     | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br><input type="checkbox"/><br><input type="checkbox"/>  |               |                  |                   | COMBINED SINGLE LIMIT<br>(Fa accident)<br>BODILY INJURY<br>(Per person)<br>BODILY INJURY<br>(Per accident)<br>PROPERTY DAMAGE<br>(Per accident) |
|     | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/>   |               |                  |                   | AUTO ONLY-EA ACCIDENT<br>OTHER THAN EA ACC<br>AUTO ONLY: AGG  |
|     | EXCESS LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |               |                  |                   | EACH OCCURENCE<br>AGGREGATE   |
|     | WORKERS COMPENSATION<br>AND   |               |                  |                   | E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT   |
|     | Professional Liability  |               |                  |                   |   |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Additional Insured: Town of Greenwich, CT and Greenwich Board of Education for Contract # \_\_\_\_\_

|   |   |  |
|---|---|--|
| CERTIFICATE HOLDER  | <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: _____ | CANCELLATION   |
| Certificate Holder:<br>Town of Greenwich and<br>The Greenwich Board of Education<br>101 Field Point Road<br>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 |