

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

EUGENE H. WATTS
Senior Buyer

May 21, 2019

You are invited to submit a proposal to provide Medical Advisory services for Greenwich Public Schools. The enclosed specifications detail the requirements we are looking for.

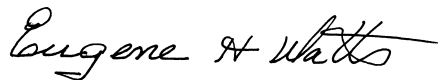
Proposals must be submitted on the schedule form attached hereto. All unit prices and total prices must be filled in. Each proposal must be submitted with one (1) original copy and three (3) copies of the proposal. Proposers must submit proposals in a clear, concise and legible manner so as to permit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

MEDICAL ADVISOR PROPOSAL
OPENING DATE: 6/11/19
OPENING TIME: 10:30 a.m.
PROPOSAL NUMBER: 2255-19

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

Sealed proposals for supplying the above will be received by the Purchasing Department, at the above address until 10:30 a.m., on June 11, 2019 at which time they will be opened. All physicians who have made a proposal and other interested people are invited to be present at the opening of these proposals.

Very truly yours,



Eugene H. Watts

The Town of Greenwich, CT is about 30 miles northeast of New York City and has a population of about 62,000 people. The Greenwich Public Schools enjoy a national reputation for excellence and have strong support from the community. Our fifteen public schools have a current enrollment of 9,000 students and consist of eleven elementary schools (K-5), three middle schools (6-8), and one comprehensive high school (9-12). Our district also offers some pre-K and alternative high schools programs.

Section 10-205 of the Connecticut General Statutes requires that in towns with a population of 10,000 or more the local Public Schools shall appoint a School Medical Advisor – except in towns in which the Department of Health is maintaining such service.

The School Medical Advisor must be a legally qualified practitioner of medicine in the state of Connecticut. Although preference will be given to the appointment of a physician specializing in pediatrics, other physicians with in-depth experience in child and adolescent health will be considered. The School Medical Advisor must also be knowledgeable about the health education curriculum in the schools and be able to deal with children having special health and learning problems. In addition, the advisor must be experienced in dealing effectively with parents and be willing to work with the staff of the Greenwich Public School system.

1. Primary Responsibilities:

- a. The Medical Advisor must be able to advise the school board and administrators on policies and procedures of the health program.
- b. The Medical Advisor must be available to assist the School Health Supervisor clarify the nature of the School of Health Program to physicians in the community and the general public.
- c. The Medical Advisor must help preserve and improve the health of pupils and staff in accordance with the requirements of the State Public Health Code, the Greenwich Charter and Sanitary Code and any special requirements that may be spelled out from time to time by the Board of Health in concert with the Greenwich Public Schools.

2. Other Responsibilities:

In executing the above, the activities of the School Medical Advisor may include the following activities:

Assist the School Health Supervisor in planning and implementing the school health program to address the needs of the school population.

- a. Be available to school nurses and other school personnel to consult on children with health problems.
- b. Provide adequate medical support for treatment programs where these are offered in the school.
- c. Assist the School Health Supervisor to evaluate the quality of school health program and screening procedures.

- d. Promote complete immunization of pupils.
- e. Be available to consult with school personnel responsible for health education.
- f. Assist the School Health Supervisor in the development of in-service education programs on health subjects for school personnel and school nurses.
- g. Assist in the development and review of specific policies and procedures related to school health which might include, but not be limited to, handicapped and special education students, the school athletic program and health emergencies.
- h. Assist in the overall evaluation of School Health Program Policies and Procedures.
- i. Provide expertise in the development of standards governing a range of issues in the school athletic program.
- j. Serve when needed on multidisciplinary pupil evaluation teams to help delineate the special health care needs for technologically supported and medically fragile children.

3. Qualifications:

- a. License to practice medicine in the State of Connecticut
- b. Board Certification in Pediatrics or Family Medicine preferred
- c. Knowledge of or willingness to learn the State Public Health Code and the Greenwich Charter and Sanitary Code
- d. Five or more years of medical experience

4. Contract length and availability:

- a. Anticipated contract dates: July 1, 2019 – June 30, 2020
- b. Must be on-call from 7:30 A.M. to 3:30 PM and possibly an occasional evening meeting

5. Candidates must submit:

- a. Complete resume
- b. References

6. Option to extend:

The service and work contemplated under the Contract shall be completed in full on or before June 30, 2020 with the option, if agreed upon by both parties, to extend for 2020/2021, 2021/2022 and 2022/2023 school years. The Physician shall be notified in writing by the Purchasing Department if the Greenwich Public Schools intends to extend the contract period at least fourteen (14) calendar days prior to the expiration of the original contract.

7. Proposal Evaluation:

- a. A committee composed of various Greenwich Public Schools Administrators will evaluate proposals. The following criteria guidelines will be used in analyzing and evaluating this proposal.
- b. Requests for presentations or clarification of portions of the proposals may be required.
- c. Conformance to the requirements of this RFP, i.e., conformance to Terms Conditions and Scope of work.
- d. Quality of similar reports submitted.
- e. Background experience and resume of the Physician.
- f. Practice must be within fifteen (15) mile radius of Greenwich Public Schools.
- g. References
- h. Interview by committee

The Greenwich Public Schools reserves the right to accept other than the lowest price proposal.

8. Award of contract:

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

9. Employee assignment:

- a. The Practice agrees that personnel may be requested to undergo a background investigation by the Greenwich Public Schools prior to the start of any work assignment and that Practice personnel may be disqualified from work assignments on this basis.
- b. Prior to any specific work assignments, the committee will require a resume for each Physician/s proposed for a specific task. These resumes, when requested, must be sent to, and will be kept on file at the Greenwich Public Schools.

- c. The committee shall have the right to interview all prospective Physician/s to be assigned, and to accept or reject them based upon specific or general skills required and the background and experience of each individual referred by the Practice.
- d. Physicians shall follow project policies, standards, and procedures established by the committee. The Physicians shall conform in all respects with physical, fire or other published security regulations while on the premises. Physician/s assigned by the Practice shall at all times during such assignment be and remain the employee/s of the Practice, who shall be solely responsible for the payment of entire compensation earned in connection with the subject matter of this contract. This will include provision for withholding all employee taxes, social security taxes, Federal income tax, State income tax, and any other taxes normally associated with having employees such as Social Security matching, unemployment insurance, etc. The Practice will be responsible for any benefits such as health insurance, retirement pension plan, and life insurance that the Practice may offer employees as benefits.
- e. The Medical Advisor shall refrain from discussing with any unauthorized persons any information obtained in the performance of a resultant assignment. No unrelated business may be conducted on the Greenwich Public Schools premises.
- f. The Advisor shall not hire any department personnel to either full or part-time positions without the prior written consent of the department.

10. Acceptances:

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 or performance/operating standards, which are incorporated in the work assignment.

11. General terms and conditions:

- a. Sealed proposals for a Medical Advisor to Greenwich Public Schools, as specified on the attached proposal specification sheets will be received at the time and date below. All proposers and other interested persons are invited to be present at the opening of these proposals, which will take place at the Greenwich Public Schools.
- b. Proposers are urged to read all documents carefully and fill out all information requested. Proposals, which are incomplete, obscure or conditional, and which contain irregularities of any kind, will be subject to rejection.
- c. Greenwich Public Schools reserves the right to waive any informality in the proposal or reject any or all proposals or to accept any proposal, which appears to be in the best interest of the Board. Any proposal may be withdrawn prior to the opening time and date. Any proposal received after the time and date as specified will not be considered.

- d. Greenwich Public Schools will consider proximity of vendor's service as a factor in determining lowest responsible proposal.
- e. If Greenwich Public Schools deems it necessary, Greenwich Public Schools may postpone the date for the opening of the proposals by notifying each proposer by telephone, mail or the issuing of an addendum.
- f. Greenwich Public Schools shall have the right to take such steps as it information and data for this purpose as Greenwich Public Schools may request.
- g. The right is reserved to reject any proposal where, on investigation, the evidence or information submitted by such proposers does not satisfy Greenwich Public Schools, that the proposer is qualified to carry out properly the terms of the contract.
- h. 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.
- i. Contact person Mary Forde (203) 625-7466.

12. 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.

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 # 2255-19 Medical Advisory. All questions must be received no later than noon May 30, 2019. All answers will be posted as an addendum to our website, www.greenwickschools.org no later than noon on June 4, 2019. Failure to comply with these conditions will result in the proposer waiving his/her right to dispute the bid specifications and conditions. It is the proposer's responsibility to check our website for all addenda up to the day before

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

COLLUSION AMONG PROPOSERS

More than one offer from an individual, Practice partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer is interested in more than one proposal for the work contemplated will cause rejection of all proposers in which the proposer is interested. Any or all proposers will be rejected if there is any reason for believing that collusion exists among the proposers.

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

The successful proposer will not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause. The successful Proposer in all solicitation or advertisements for employees, placed by or on behalf of the contractor, will state that such successful Proposer is an Equal Opportunity Employer.

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

INSURANCE PROCEDURE

PLEASE NOTE:

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

Please take the below insurance requirements to your agent/broker immediately upon receipt of the RFP documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Proposal. Any proposal with deficient insurance requirements will be rejected.

REQUIREMENTS :

Malpractice \$3,000,000.

Must name Town/BOE as Additional Insured

Ability to Return Contract and Insurance Documents

Contract and Insurance must be returned within two (2) weeks after the contracts are received.

Able to Provide the Town with Thirty (30) Days Prior Written Notice of Insurance Cancellations

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

(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 #**

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

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSUREERS AFFORDING COVERAGE	

INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS		
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLIES TO: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)		
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG		
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">WC STATU-</td> <td style="width:50%; border: none; text-align: right;">OTH-ER</td> </tr> </table> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WC STATU-	OTH-ER
WC STATU-	OTH-ER						
	Professional Liability Malpractice						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Additional Insured: Town of Greenwich and Greenwich Board of Education are listed as additional insured for Contract #

CERTIFICATE HOLDER	<input checked="" type="checkbox"/>	ADDITIONAL INSURED; INSURER LETTER: ___	CANCELLATION
Certificate Holder: Town of Greenwich and 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 <u>30</u> 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

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: Professional Malpractice _____.

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

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and/or 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 board of Education and must be signed by the individual authorized representative who signed the Acord form. (See page __ for sample "Endorsement" letter).

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

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/rfp.

I state that:

- (1) The price(s) and amount of this bid/rfp have been arrived at independently and without consultation communication or agreement with any other contractor, bidder/proposer or potential bidder/proposer.
- (2) Neither the price(s) nor the amount of this bid/rfp, and neither the approximate price(s) nor approximate amount of this bid/rfp, have been disclosed to any other firm or person who is a bidder/proposer or potential bidder/proposer, and they will not be disclosed before bid/rfp opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/proposal higher than this bid/rfp, or to submit any intentionally high or noncompetitive bid/rfp or other form of complementary bid/rfp.
- (4) I fully understand that more than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder/proposer is interested in more than one bid/rfp for the work contemplated may cause rejection of all bids/rfps in which the bidder/proposer is interested. Any or all bidders/proposers will be rejected if there is any reason for believing that collusion exists among the bidders/proposers. Participants in such collusion may not be considered in the future offers for the same work. Each bidder/proposer by submitting a bid/proposal certifies that it is not a part to any collusive action.
- (5) The bid/rfp of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/proposal.
- (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 furnish and deliver all services on the date and time agreed on by _____ and the Greenwich Board of Education at
(NAME OF MY FIRM)

The time the purchase order is placed. Furthermore, there will not be any cancellations to the Board of Education. If a bidder/proposer submits a bid/proposal 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:

- (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.

VENDOR INFORMATION. (Please print the following)

VENDOR NAME

ADDRESS

TELEPHONE

FAX #

E-MAIL

WEB SITE

AUTHORIZED SIGNATURE

TITLE

- (12) By signing this bid/proposal the bidder/proposer understands and agrees to the attached terms, conditions, and specifications, including Collusion among Bidders/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 _____

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.

PERSONAL SERVICE CONTRACT
Contract No.

THIS AGREEMENT made and entered into this day of _____ by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting herein by the undersigned official, and **COMPANY.**, referred to as ("Contractor"), whose principal office is located at **COMPANY ADDRESS** acting herein by **NAME**, its **TITLE**, hereunto duly authorized.

WITNESSETH:

WHEREAS, the Town contemplates:

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

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

This agreement consists of:

Personal Service Contract form (pp. _____);

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

Other exhibit(s) (yes) Exhibit B (pp. _____);

Other exhibit(s) (yes) Exhibit C (pp. _____);

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

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

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

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

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

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

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

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

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

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

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

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

14. The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault, or contractual default of the Contractor, its officers, agents, servants or employees, any of its

subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit A. Before commencing the work called for in this Contract, 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.

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

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

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

Dated at Greenwich, Connecticut,
This _____.

Witnessed by:

Witnessed by:

THE TOWN OF GREENWICH

By _____

Its _____

THE CONTRACTOR

By _____

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 _____ 2019, 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 _____ 2019 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

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 #**

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.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS								
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLIES TO: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE AGGREGATE								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-</td> <td>OTH-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> </tr> <tr> <td colspan="2">E.L. DISEASE-EA EMPLOYEE</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> </tr> </table>	WC STATU-	OTH-ER	E.L. EACH ACCIDENT		E.L. DISEASE-EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT	
WC STATU-	OTH-ER												
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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 and Greenwich Board of Education are listed as additional insured for Contract #

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: __	CANCELLATION
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Certificate Holder: Town of Greenwich and 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 <u>30</u> 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
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**MEDICAL ADVISOR PROPOSAL
PROPOSAL NUMBER:**

2019/2020 COST: \$ _____

2020/2021 COST: \$ _____

2021/2022 COST: \$ _____

2022/2023 COST: \$ _____