

**REQUEST FOR PROPOSALS
FOR
SNOW PLOWING AND REMOVAL
SERVICES**

**NORWICH FREE ACADEMY
305 BROADWAY
NORWICH, CT 06360**

APRIL 2021

NORWICH FREE ACADEMY

REQUEST FOR PROPOSALS

SUMMARY SHEET

Services Required:

The contractor will provide all labor, materials and equipment needed to assume the duties typically performed by snow plowing and removal contractors. Specific responsibilities include: management, training, supervision of workers and tasks relating to snow plowing and removal and other support services that might be required from time to time and are typically done by a snow plowing and removal contractor.

Proposal Due Date: April 26, 2021 by 3 p.m.

**Sole Contact and Location
For Proposal Delivery:**

**Richard Freeman, Dir. Finance & Human Resource
Norwich Free Academy
305 Broadway
Norwich, CT 06360**

**Sole Contact for
Information Regarding
This Proposal:**

**Alicia Madsen, Director of Facilities
Norwich Free Academy
305 Broadway
Norwich, CT 06360**

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I. DESCRIPTION OF THE WORK

A. THE OWNER AND THE SCOPE OF THE WORK

The Owner is the owner of a school complex referred to as Norwich Free Academy, consisting of the buildings known as Levanto, Allis, Latham, Shattuck, Cranston, Norton/Alumni Gym, Atrium, Slater Museum, Converse, Tirrell, and Bradlaw/Frank Center located at 305 Broadway, Norwich, CT.

There is also a building with offices and classrooms, and a garage, located at 90 Sachem Street, Norwich, CT., as well as tracts of land on Carroll Avenue.

The Owner wishes to retain the Contractor for the purposes of snow plowing and removal, as per the specifications in **Exhibit A**, which is attached hereto and made part hereof.

B. SPECIAL CONDITIONS

There will be no extra charges incurred for call backs.

2. The attached snow plowing and removal schedule (Exhibit A) is intended to establish minimum requirements. You are free to create your own schedule which must be a part of your proposal and prove how you will maintain or exceed our current level of services.

3. We believe our net grounds area to be maintained to be approximately 14 acres on the main campus and 3 acres on the Sachem Campus. You will assume the responsibility to verify all job requirements in the field.

4. All staff will be employees of the contractor.

5. Employees of the contractor will be in company uniform and wear an ID badge.

6. Company holidays will be coordinated with the school calendar.

7. You must supply evidence of a minimum of Five Million Dollars (\$5,000,000.00) Comprehensive Liability coverage per incident, applied to this site only and a Blanket Employee Fidelity Bond of a minimum of \$100,000.00.

8. All new employees must complete a fingerprinting process and background check.

9. The Owner reserves the right to request the removal of any of the contractor's employees from assignment to its facilities.

10. No proposal shall be accepted, nor contract awarded, to any Contractor whose performance on any previous contract has been determined to be unsatisfactory. The Norwich Free Academy reserves the right to be the sole judge in this decision.

11. The Norwich Free Academy may award a one (1) year contract, or a one (1) year contract with an option to renew for 1 year, depending on which length of contract it feels to be in the best interest of The Norwich Free Academy. The Contractor shall provide pricing for each of these alternatives.

12. The Norwich Free Academy reserves the right to accept or reject any or all proposals and, further, reserves the right to waive any proposal or formalities when it appears to be in its best interest to do so.

13. The Norwich Free Academy may make such investigation as it deems necessary to determine the liability of the vendor to perform the work.

14. The vendor shall furnish all information and data for this purpose as The Norwich Free Academy may request.

15. Awarding of a contract shall only be to one (1) vendor. The contract for snow plowing and removal services shall not be divisible between campuses and vendors.

16. Until a contract has been awarded, no vendor can claim any contract rights by virtue of the proposal alone. Awarding of the contract means actual notice to the vendor that the contract has been awarded.

C. Form of Contract and Order of Priority

1. The proposed form of contract further details the Contractor's services and is attached hereto as Exhibit B. The contract is intended to identify the services that the Owner believes are needed in order to successfully perform the services. If you believe that other work is necessary, or that suggested work is not necessary, please explain this in your proposal.
2. If there is a conflict between or among the Contracts, this Request for Proposals, and the Contractor's Proposal, then the order of priority in resolving the conflict shall be the Contract, this Request for Proposals, and then the Contractor's Proposal

II. SELECTION PROCESS

Respondents' proposals will be evaluated against the specifications as presented in this Request for Proposals. A respondent may or may not be eliminated from consideration for failure to comply completely with one or more of the requirements, depending on the nature of the requirements. Proposals submitted after the final date for submitting proposals may be returned without review.

The Contractor will be selected using the following process:

- A. All prospective respondents shall obtain a copy of this Request for Proposals. Copies may be obtained from Richard Freeman, Director of Finance & Human Resources, 305 Broadway, Norwich, CT 06360, and are also posted on the website.
- B. Prospective respondents shall commence the preparation of their proposals following a mandatory walk through on April 12, 2021 at 2:00 p.m. Proposal amounts shall be clearly indicated on the form, in ink or typewritten, in both words and figures.
- C. Respondents shall submit their proposals (3 copies) to Richard Freeman, Director of Finance & Human Resources, 305 Broadway, Norwich, CT 06360, by no later than 3:00 p.m. on April 26, 2021. All proposals must be submitted in sealed envelopes, bearing on the outside the name of the proposal which is being submitted, "Contracted Snow Removal Services". Electronic submissions are also accepted by the same date and time.
- D. Upon the request of the Owner, each respondent that submits a proposal may be required to give oral presentations regarding its proposal. Candidates will be notified of the date and time for the oral presentations.
- E. After the oral presentations (if required) the Owner will make its final selection and notify all candidates of its decision.

III. **INFORMATION TO BE PROVIDED BY THE CONTRACTOR**

A. **EXPERIENCE OF CONTRACTOR**

1. **List of Past Jobs**

List jobs in which you have been involved during the past five years which are similar in scope to this job. The following information is requested on each job: (Please use the sheet attached as Exhibit C as the form for providing this information.)

- a. Job name and address.
- b. Year job commenced, and if applicable, ended.
- c. Description of services provided, including scope of service.
- d. For each year of the job list staffing, hourly rates, and annual fees charged for the job.
- e. For each year of the job list name(s) and titles(s) of your firm's employee(s) who worked on the job, including site supervisor(s).
- f. Owner reference (name, position and telephone number).

2. **Past Litigation & Arbitration**

List and describe any litigation or arbitration or dispute resolution process in which your company or any of its principals have been involved during the past five years.

B. PROPOSED SERVICES FOR PROJECT

1. Scope of Proposed Services

Describe the scope of your services and detail how those services would be provided, including:

- a. A detailed snow plowing and removal schedule covering all spaces that meets or exceeds the requirements that are detailed in **Exhibit A**.
- b. An organizational chart that shows proposed staffing and supervision, including the names of all employees who are expected to work on this job, including the site supervisor, and a proposed salary schedule for all employees.
- c. An operating statement showing projected costs, overhead and profit.
- d. A supervisor **MUST** be on site at all times for snow plowing and removal staff. An oral presentation provide background qualifications of possible site manager.
- e. A description of your training program including environmental training and all training deemed necessary by Norwich Free Academy and the State of Connecticut.
- e. Respondents shall provide copies of all Safety Data Sheets for products used in snow plowing and removal duties.
- f. An inventory of equipment and materials to be used on site. All equipment must be in safe working condition and properly maintained by contractor.

C. PROPOSED COMPENSATION

Please set forth your fees for the services to be provided on a per encounter basis.

D. APPENDIX

Please attach as an appendix any supplemental information you believe is appropriate.

E. PROPOSAL FORMAT

The proposal should not exceed a maximum of 12 pages in length.

IV. CONDITIONS OF PROPOSAL AND SELECTION

The selection of a Contractor to serve the needs of the Owner is an important and complex task. The Owner recognizes that many people and businesses likely can provide the services which would adequately meet its needs. The Owner will exercise both objective and subjective criteria in the selection process. This Request for Proposals is intended to provide interested parties with uniform information concerning the requirements for submitting Project

proposals. In responding to this Request for proposals, proposal requirements and content format indicated herein must be adhered to. Failure to respond to all of the information requested may result in the disqualification of a proposal.

The submission of a proposal will be construed to mean (1) that the respondent is fully informed as to the extent and character of the Owner's requirements and (2) that the respondent represents that it is willing and able to furnish the services requested in a satisfactory manner and in complete compliance with the job specifications.

Once submitted, all proposals become the property of the Owner. The Owner reserves the right to reject any and all proposals. Proposals must be firm and may not be withdrawn for 90 days after submission, or until the Owner awards the contract for snow plowing and removal services, whichever comes first. The Owner shall not be liable for any costs incurred by respondents in preparing or submitting proposals.

The Owner reserves the right to accept any item or group of items offered in any proposal unless the respondent qualifies its proposal by specific limitation. The Owner reserves the right to select a respondent who is not the lowest priced respondent as it deems in its best interest. It is to be noted by contractors that an important consideration in the award evaluation process will be the number of personnel and the number of hours (for said personnel) the Contractor proposes to utilize in the pursuit of the work scope, and the decision of The Norwich Free Academy as to adequacy of personnel numbers and/or personnel hours will be considered final and not subject to recourse by the Contractor.

The Owner reserves the right to reject any proposal, in whole or in part, and to waive technical defects, qualifications, irregularities, and omissions, if, in its sole judgment, the best interests of the Owner will be served by so doing. Each proposal received within the required time frame will be evaluated individually by the Owner.

The Owner reserves the right to negotiate with any respondent regarding changes to the original proposal which may be deemed to be in the best interests of the Owner. In the event that such successful respondent fails to execute a contract within 30 days after notification of award by the Owner, the Owner may cancel its action and reconsider other proposals or solicit new proposals.

The Owner shall consider the successful respondent to be the sole point of contact with regard to all contractual matters, including payment for performance of services by the Contractor, its agents, and its employees. The Contractor shall not be allowed to assign the contract nor delegate any responsibilities or duties to any third party without prior written consent of the Owner.

If it becomes necessary to revise any part of this Request for Proposals or otherwise provide additional information to the respondents, the Owner will issue an addendum to this original Request for Proposals to all respondents who are on record with The Norwich Free Academy as having requested from it one or more copies of this Request for Proposals.

The submission of a proposal shall serve as conclusive evidence that the vendor has satisfied himself as to all requirements outlined in the proposed specifications and to all condition serving to control the execution of any contract which may ensue.

All vendors are to visit and examine sites and discuss work scope with the Director of Facilities and to familiarize themselves with the areas involved and the conditions, under which the work is to be performed. Failure to do so will not relieve the successful contractor of the obligation to furnish all labor, material, and equipment necessary to complete the work in accordance with a contract documents.

By submission of this proposal, each vendor, and each person signing on behalf of a vendor, certifies under penalty of perjury that, to the best of his/her knowledge and belief, the prices in this proposal have been arrived at independently, without collusion, communication, or agreement with any other vendor or competitor and, further, that the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor prior to opening, directly, or indirectly, to any other vendor or competitor.

Should a prospective vendor desire clarification or interpretation of any item in the specifications, such request will be made in writing, to the Director of Finance & Human Resources who will supply a response in writing. Such inquiry and response will be provided to all prospective contractors. The Norwich Free Academy shall not be responsible for any alleged oral instructions or contract interpretations given to vendors. Oral questions may be asked at the informational meeting, but oral responses given shall not be binding unless confirmed in the form of written addenda to the specifications which, if issued, will be mailed to all prospective contractors.

EXHIBIT A

SNOW PLOWING AND REMOVAL AGREEMENT

This Snow Plowing Agreement ("Agreement") is made this _____ day of _____, by and between Norwich Free Academy, with the business address of 305 Broadway Norwich, CT, 06360 and **(Selected Company), (Address), (City, State, Zip Code) ("Selected Company")**.

WITNESSETH:

WHEREAS, Norwich Free Academy (NFA) wishes to contract with a suitable contractor for snow plowing, clearing and removal; and

WHEREAS, Contractor has been selected as the vendor to provide snow plowing and snow removal services, and

WHEREAS, the purpose of this Agreement is to outline the terms and conditions of the Agreement between the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Services. **CONTRACTOR**, upon the conditions hereinafter set forth, agrees to perform snow plowing, snow clearing and snow removal services at the following locations:
 - A. Norwich Free Academy, 305 Broadway, Norwich including**
 1. All drives around building.
 2. All parking lots.
 3. All sidewalks/entrance ways as per walk through.
 4. (All Other Parking Lots/Drives, etc. As Needed and Requested)
 - B. Sachem Street Campus, 90 Sachem Street, Norwich including**
 1. All drives around building.
 2. All parking lots.
 3. All sidewalks/entrance ways as per walk through.
 4. (All Other Parking Lots/Drives, etc. As Needed and Requested)
 - C. Sidewalk on Carroll Avenue that abuts Main Campus**
 1. All sidewalks/entrance ways as per walk through.
2. Time of Performance. Upon the accumulation of one (1) or more inches of snow, **Contractor** is required to plow snow from the areas described in paragraph 1, above. Snow plowing of all areas described in paragraph 1, above, must be completed by 6:30 a.m. on school days. Upon the accumulation of ¼ inch of slush and/or ice, **Contractor** is required to treat all areas as described in paragraph 1, above. The Maintenance Team Leader of Norwich Free Academy will establish the order in

which the areas identified in paragraph 1, above, are to be cleared. Due to the presence of students, staff, vehicles, and other people and/or activities associated with the regular operation of the school, all snow plowing and clearing activities must cease at 6:30 a.m. If one (1) or more inches of snow accumulate during the regular school day, **Contractor** must wait until school is excused for the day before plowing the areas described in paragraph 1, above, unless instructed otherwise. Sanding and salting may be done at any time of the day as necessary to maintain safe passage for students, faculty, staff and visitors, or as directed by the Maintenance Team Leader.

If the School requires snow plowing services on Saturdays, Sundays, vacation days, or holidays, the Maintenance Team Leader of the Norwich Free Academy will instruct **Contractor** when, and where, such services are needed.

3. **Term of Agreement.** The term of this Agreement shall commence on the day this Agreement is signed and is effective for the 2021/2022 school year.

4. **Compensation.** NFA agrees to pay **Contractor** for per encounter amounts, described in attachment 1, for services described above. If the volume of snow is so great that it must be removed so that it does not encroach upon parking spaces or driveways, NFA agrees to pay **Contractor** the hourly amounts described in attachment 1. However, the Maintenance Team Leader of NFA must specifically authorize **Contractor** to engage in snow removal before it does so.

5. **Invoice Procedure.** Invoices from **Contractor** must be submitted to NFA's business office according to the NFA's regular scheduled check run, so that they may be processed. If **Contractor** fails to submit an invoice by the invoice due date, the District will process the invoice for payment at the next scheduled check run.

Contractor invoices for services must separately identify the portion of the bill attributed to work in the following areas: Snow plowing/clearing and snow removal

6. **Insurance.** **Contractor** shall procure, carry and maintain comprehensive general liability insurance, which includes coverage for damage to or destruction of curbs, car stops, driveways, and ramps. **Contractor** shall also procure, carry and maintain automobile insurance on all vehicles performing the services described in paragraph 1, above. Such insurance shall be in an amount not less than \$1,000,000 and shall name Norwich Free Academy and its officers, administrators, employees and volunteers as additional insureds on the policy of insurance described above.

7. **Indemnity.** Except as provided herein, **Contractor** shall indemnify and hold harmless NFA, and its officers, administrators, employees, volunteers and agents, from any and all damages, claims, lawsuits, demands and other actions resulting out of the performance of services described in paragraph 1, above, and from **Contractor** breach of any of the provisions of this Agreement.

8. **Failure to Perform.** Time is of the essence for **Contractor** performance of its obligations under this Agreement. If **Contractor** fails to perform its snow plowing services within the parameters established in paragraph 2, above, NFA reserves the right to secure replacement snow plowing services. If **Contractor** fails to perform within the parameters established in paragraph 2, above, **Contractor** shall be considered to be in default of this Agreement and subject to termination provisions set forth in paragraph 9, below. If the replacement snow plowing services cost the District more than **Contractor** would have charged for that work, the District may deduct any excess amounts paid from

any payments then due and owed to **Contractor**. This provision in no way restricts or diminishes any other rights the School may have to enforce, or seek relief for the breach of, this Agreement.

9. Default and Termination. In the event either Party shall fail or refuse to satisfy their obligation set forth herein or otherwise breach the terms contained in this Agreement, the Party in question shall be in default, and the other party may, unless said default is cured within fifteen (15) days after written notice of said default is delivered to the defaulting Party, terminate this Agreement and all the rights of the Party in default under this Agreement shall cease.

10. Proper Notices. All notices required or permitted under this Agreement shall be deemed to be properly served by registered or certified mail to the last address previously furnished by the parties. Until changed by notice in writing, the notices shall be sent to the parties as follows:

Norwich Free Academy
Richard Freeman, CFO
305 Broadway
Norwich, CT 06360

Vendor:
(Address)
(City, State, Zip Code)

11. Entire Agreement. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between Norwich Free Academy and **Contractor** concerning snow plowing services. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than those contained in the Agreement shall be binding upon the Parties unless reduced to writing and signed by them.

12. Assignment of Contract. It is agreed that **Contractor** shall not assign or transfer this contract, or sublet any part of the work embraced in it, without the prior written consent of the Norwich Free Academy.

13. Applicable Law. This Agreement, its validity, construction, enforcement, and performance shall be governed in all respects by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names or by their respective officers, as the case may be, on the date and year first written above.

WITNESSED:

NORWICH FREE ACADEMY

By: _____

Title: _____

VENDOR: (SELECTED COMPANY)

By: _____

Title: _____

EXHIBIT B

PROPOSED FORM OF CONTRACT

I. Agreement

This Contract is made and entered into this _____ day of _____, _____ by and between The Norwich Free Academy (hereinafter referred to as “Owner” and _____ (hereinafter referred to as “Contractor”).

A. WHEREAS, Owner is the owner of a complex referred to as The Norwich Free Academy consisting of 14 acres located at the main campus at 305 Broadway, 3 acres at the Sachem Street campus located at 90 Sachem Street, and 3 parcels located on Carroll Avenue in Norwich, and whereas Owner wishes to retain the Contractor for the purposes of snow plowing and removal, as per specifications in the Owner’s Request for Proposals and the Owner’s Proposal, which are incorporated into this contract by reference, and made a part hereof. NOW, therefore in consideration of the mutual promises and agreements of each part to the other herein contained, it is mutually agreed as follows:

B. Contractor shall act as an independent contractor insofar as the performance of snow plowing and removal and related services hereunder is concerned. To that end, Contractor shall employ and direct such persons as it requires to perform said snow plowing and removal work and related services, shall exercise full and complete authority over its personnel, shall comply with all other Federal, State, County and Municipal laws, shall make all reports and remit all withholdings and other deductions from compensation paid to personnel as may be required by any Federal, State, County or Municipal laws, ordinances, rules or regulations.

II. Purpose

The contract is entered into for express purpose of the Contractor providing snow plowing and removal services for Owner, located at 305 Broad, 90 Sachem Street, and three parcels on Carroll Avenue, Norwich, CT 06360 in accordance with Contractor’s proposal, attached hereto.

III. Term

It is agreed that the Contract will commence on July 1, 2021 and continue in effect until June 30, 2022 (with an option for the Owner to renew for 1 additional year), unless otherwise earlier terminated as provided herein.

IV. **Termination**

A. Notwithstanding anything to the contrary, the Owner reserves the right to terminate this Agreement if Contractor fails to comply with the work requirements of the Agreement. The owner shall notify Contractor in writing of the specific conditions of noncompliance, and Contractor shall have fifteen (15) days within which to take necessary corrective action. The parties agree to review the corrective steps taken by contractor pursuant to such notice. If corrective actions is satisfactory to the Owner, then notice shall be withdrawn. If the Owner, after review, determines that effective remedial action has not been taken, the Owner may terminate the Agreement at the end of an additional fifteen (15) day period. Each instance of noncompliance shall be treated separately with the required notice, and period for corrective action being extended to Contractor.

B. If the Contractor is adjudged bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency, or if the Contractor defaults or abandons the work, the Owner may, immediately make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, or at the Owner's option, may terminate the Contractor and purchase at the greater of the fair market value or remaining unamortized cost, all materials and equipment on the premises owned by the Contractor and may finish the work by whatever method it may deem expedient, and if the expense of finishing the work exceeds any unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner.

C. Force Majeure. Any delays of failure by Contractor in the performance of this Contract shall be excused if such delay or failure is beyond the control of, and is not the fault or negligence of Contractor including but not limited to, decrees or restraint of government, acts of God (fire, flood, windstorm, etc.), explosion, civil disturbances (riots, war, sabotage, etc.), and any other cause beyond the reasonable control of Contractor, provided that prompt notice of such delay is given to the Owner.

V. **INDEMNITY**

Contractor shall indemnify and save harmless the Owner, and shall defend the Owner with counsel reasonably approved by the Owner at Contractor's sole expense, against any and all liability, claim or loss arising out of or attributable to any misconduct, omission, neglect or default of Contractor, its agents, employees or subcontractors.

VI. **RULES OF CONDUCT**

A. In the event any of Contractor's personnel, employees, agents, etc. is apprehended for theft, possession of weapons, illegal drugs or alcohol while working in or about the Owner's facilities, said individual (s) shall be removed from the premises immediately.

- B. At any time during the term of this Contract, the Owner shall have the exclusive right to request removal of a Contractor's employee. Upon such notice from Owner, the Contractor will see to the removal of the employee.
- C. The Contractor agrees that prior to commencement of this Contract, the Contractor will notify all of their respective personnel and subcontractors regarding the rules of conduct relating to Owner's facility, said rules to be provided by Owner.

VII. **GENERAL TERMS AND REQUIREMENTS**

A. **Warranty**

All materials supplied by Contractor shall be first quality and warrantied in accordance with the individual manufacturer's warranty and any defects in the supplies provided shall be immediately corrected by the Contractor without cost to Owner.

B. **Insurance**

Contractor will furnish to Owner, naming Owner as additional insured, Certificates of Insurance evidencing:

1. Worker's Compensation and Employee's liability covering statutory requirements.
2. Comprehensive Liability with limits of at least \$5,000,000.00 per incident, applied to this site only.
3. Blanket Employee Fidelity Bond of at least \$100,000.00.

C. **Scope of Work**

Contractor has had an opportunity to inspect all of the areas to be maintained under this Agreement, and is satisfied that its proposal adequately addresses the snow plowing and removal requirements as set forth in Owners Request for Proposals, dated April 2019, which is incorporated into this Agreement by reference hereto. Contractor agrees to provide snow management services for Owner's properties in accordance with the terms of the Owners Request for Proposals, and its proposal dated _____ which are incorporated into this contract by reference, as modified by this contract. If there is a conflict between or among _____ this Contract, the Request for Proposals, and the Contractor's Proposal, then the order of priority in resolving the conflict shall be this Contract, the Request for Proposals, and then the Contractor's Proposal.

D. **Compensation**

Contractor will be paid based on per encounter invoicing. Invoices will be submitted per encounter. The invoices will be paid within thirty (30) days of receipt. Owner reserves the right to view and adjust all of the Contractor's books and records regarding this Contract.

E. **Contractor Obligations**

Contractor will:

1. Provide all snow plowing and removal supplies and other supplies customarily required for performance.

2. Report security problems and instances to Facilities Manager, and to security personnel immediately upon discovery.
3. Report per event to Facilities Manager, or in his absence the Facilities Team Leader, regarding general status and any particular problems or events.
4. Will instruct all its employees and/or agents to abide by all safety rules and regulations which may be promulgated from time to time as they pertain to its operation.
5. Contractor will supply/utilize products that are in compliance with federal, municipal, and local government safety standards.
6. Maintain all personnel records, which shall include the name of each employee assigned to any of the facilities, the beginning date of employment status, place and date of birth, current address, social security number and any changes in employment status.
7. Provide uniforms and ID badge for its entire staff, paid for by Contractor. Contractor's personnel shall be neat and clean in appearance at all times.
8. Coordinate employees' holidays with Owner's holiday schedule.
9. Provide a Quality Control Plan that identifies how they ensure the quality of the work performed meets the requirements.

Subcontracting, Assignment and Delegation

The Contractor shall not delegate or subcontract its duties, or assign its rights, under this contract.

GOVERNING LAWS

- A. This contract has been entered into and shall be governed in accordance with the laws of the State of Connecticut.
- B. If any term or provision of this contract is prohibited or made unenforceable by any law, regulation or ordinance, such term or provision will have no force and effect to the extent prohibited or made unenforceable, but shall not invalidate or terminate any other provision of this contract.

IX. ENTIRE AGREEMENT

Both parties agree that this written Contract is the total agreement between the parties and that no other document, subsequent modification, nor oral agreements exist other than the terms, references, specifications, and rates stated herein. Any modification/amendment to this Contract shall be reduced to writing, signed by both parties, and attached hereto.

X. **NOTICES**

All notices or communications required herein or which either party desires to give to the other shall be in writing and either delivered personally or sent by registered or certified mail, postage pre-paid, return receipt requested, and addressed as follows:

If to Owner:
Alicia Madsen, Director of Facilities
The Norwich Free Academy
305 Broadway
Norwich, CT 06360

If to Contractor:

Charges for Services are to be per encounter.

IN WITNESS WHEREOF, NORWICH FREE ACADEMY and _____, have caused this instrument to be executed by their officers or agents duly authorized this _____ day of _____.

NORWICH FREE ACADEMY

By: _____, duly authorized

Contractor

By: _____, duly authorized

