

GREENWICH PUBLIC SCHOOLS
Purchasing Department
290 Greenwich Avenue
Greenwich, Connecticut 06830
(203) 625-7411
Eugene_watts@greenwich.k12.ct.us

EUGENE H. WATTS
Director of Purchasing

June 7, 2022

Dear Sir/Madam:

You are invited to submit a proposal for Occupational and Physical Therapy Services Proposal for the Greenwich Public School District. The attached proposal specifications detail the requirements we are looking for.

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

Proposals must be submitted on the schedule forms attached. All unit prices must be filled in and *the cost sheet must be the first page of the submitted proposal*. Each proposal must be submitted and clearly marked as (1) original and five (5) copies of the proposal. Proposers must submit proposals in a clear, concise and legible manner to permit proper evaluation of responsive proposal. Faxed or emailed proposals will not be accepted however, hand delivered, mailed or overnight proposals will be accepted Monday through Friday between the hours of 8:30am -12:00pm and 1:30 pm - 3:00pm at: Greenwich Public Schools 290 Greenwich Avenue Greenwich, CT 06831. *Late proposals will not be accepted.*

The original proposal and copies must be in a sealed envelope plainly marked with the Vendors name and address and the following information:

Occupational and Physical Therapy Services Proposal

Opening Date: 6/22/22

Opening Time: 10:00 a.m.

RFP Number: 2374-22

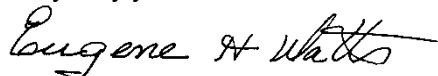
All responses are subject to change based on the status of the COVID 19 and Federal Ordinances.

The details to join the meeting remotely are as follows:

Dial-In by phone: 1 240-804-7757 PIN: 582 969 460#

All Proposers and other interested people are invited to call in to hear RFP 2374-22 being read at 10:00 a.m.

Very truly yours,



Eugene H. Watts

BACKGROUND

The Town of Greenwich, CT is about 35 miles northeast of New York City and has a population of about 60,000 people. The Greenwich Public Schools enjoy a national reputation for excellence and have strong support from the community. Our fifteen public schools have a current enrollment of 9,000 students and consist of eleven elementary schools (K-5), three middle schools (6-8), and one comprehensive high school (9-12). Our district also offers some pre-K and alternative high school programs.

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

MINIMUM QUALIFICATIONS

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

Five (5) years of successful experience consulting with public school districts on related issues.

INTRODUCTION

1. PURPOSE

To provide Occupational and Physical Therapies by licensed personnel to students ages 3-21 in a public school setting as mandated through Individualized Educational Plans (IEP).

For each student identified, service will include (but not be limited to):

- a. Direct therapy/consultative service in individual and/or group sessions.
- b. Participation in the student 's IEP team meeting.
- c. Within the context of the transdisciplinary IEP team the development of goals and objective.
- d. Progress reports to team members and parents.
- e. Consultation to classroom teachers and PPS staff within the context of RTI
- f. Maintenance of records.

For each school organization, service will include (but is not limited to):

- a. Initial evaluation of new students and re-evaluation of current students as required.

- b. At least one staff meeting and one parent meeting per school per year explaining Occupational and Physical Therapies as a related service.

Each proposal must include the following responsibilities of agency:

- a. Supervision of providers (must include a separate position for coordination and supervision up to 10 hours per month).
- b. Weekly contact with Greenwich Office of Pupil Personnel Services.
- c. Accurate and timely preparation of monthly billing statements. Professional learning for General/Special Education Staff related to eligibility and service related information.
- d. Timely submission of insurance/liability information that meets the requirements of the Town of Greenwich.

2. <u>Schools</u>	<u>Hrs/ week PT (+Pre-K)</u>	<u>Hrs/week OT (+Pre-K)</u>
Greenwich High School GHS – Milbank	1 hr./month	12
Central Middle School	2	12
Eastern Middle School	7	12
Western Middle School	1.5	15
Cos Cob School	5.5	8
Glenville School	8.5	17
Hamilton Avenue School (Pre-K and Elem)	8.5	18
International School at Dundee		6
Julian Curtiss School	8.5	20
New Lebanon School	7.5	16
North Mianus School	8.5	18
North Street School (Pre-K and Elem)	16	30
Old Greenwich School (Pre-K and Elem)	16	19-Jan
Parkway School (Pre-K and Elem)	15	15
Riverside School	Per need 1X/month	1.5
Community Connections		

Time reflected for PT and OT includes direct and indirect service time. Direct time included individual and group sessions provided in a push-in and /or pull-out service model; indirect time includes consultation, team meetings and/ or PST/PPT meetings for students.

(Note: Total hours must include drive time, preparation time and meeting time)

Potential growth is not anticipated to exceed two (2-3) hours per school per week.

3. Summer School 2022 requirements

- a. Schedule July 1 – August 12 (July 4th holiday) are preparation days.
- b. 4-5 OTs /2 PTs
- c. Prep 28, 29, 30

4. Proposers may bid on clusters of schools or the total district. The Greenwich Board of Education reserves the right to accept the proposal or proposals of the lowest qualified proposer. We reserve the right to assign one service provider (one OT and/or one PT) per school. The Board of Education reserves the right to decrease the hours of service provided by the proposer(s) contingent upon the number of service providers employed directly by the district. We may accept the proposal as a whole, to reject any and all proposals, and to waive any omission or informalities in any proposal.

5. Scope

The scope of the Request for Proposal is to enter into a fixed price contract.

6. Contract Length

This Request for Proposal is for awarding a contract to cover a twelve (12) month period beginning July 1, 2022 through June 30, 2023. Once the proposal is awarded, the vendor must make arrangements to meet with Greenwich Public Schools PPS Department as soon as possible this for the purpose of Creditation and case transfers.

7. Option to extend:

The Board of Education may at their option and with the approval of the Company, extend the period of this agreement for the 2023/2024, 2024/ 2025 and 2025/2026 fiscal years. The Company shall be notified in writing by Greenwich Public Schools if the Board of Education intends to extend the contract period at least fourteen (14) calendar days prior to the expiration of the original contract.

8. Proposal Evaluation:

The evaluation of the proposals will be accomplished by an evaluation team, to be designed by GPS, which will determine the proposal most advantageous to the District. Proposals that pass preliminary screening and

minimum qualifications will be evaluated based on information provided in the proposal.

The following criteria guidelines will be used in analyzing and evaluating this proposal. The Board of Education reserves the right to accept any proposal other than the lowest price proposal. Proposals will be evaluated by a committee composed of various Board of Education Administrators. Requests for presentations or clarification of portions of the proposals may be required.

9. Proposal Evaluation Criteria:

- a. Conformance to the requirements of this RFP, i.e., conformance to Terms Conditions and Scope of work.
- b. Proven skills and technical competence.
- c. Background on the firm and resume of staff members and supervisor who will be providing OT/PT services.
- d. Cost/service fee (overall cost to the Board of Education with all factors considered).
- e. Presentation to the selection committee, if requested.

10. Award of Contract:

The contract will be awarded by the Board of Education to the qualified firm/person at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services. All proposers must meet the Town of Greenwich contract requirements. Attached is a sample of the contract, with our insurance requirements. Please be sure that your company will be able to meet all requirements before submitting proposal.

Contract:

Three (3) original copies of the Town of Greenwich contract and insurance requirements must be returned completed to the Board of Education Purchasing Department within two (2) weeks of acceptance. All signatures (i.e. contract/insurance) must be original. Attached is a copy of the Town of Greenwich Insurance Requirements Sheet, Endorsement Letter and Personal Service Contract. The original will be sent to the Company that is awarded the RFP.

11. Employee Assignment:

- a. The proposer agrees that personnel may be requested to undergo a background investigation by the Board of Education prior to the start of any work assignment and that personnel may be disqualified from work assignments on this basis.

- b. Prior to any specific work assignments, the Department may require a resume for each employee proposed for a specific task. These resumes, when requested, must be sent to and will be kept on file, at the Board of Education.
- c. The Department shall have the right to interview all prospective personnel 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 proposer.
- d. Project policies, standards, and procedures established by the Department shall be followed by personnel. The proposer, and its employees, shall conform in all respects with physical, fire, or other published security regulations while on the premises of the Department. Personnel assigned by proposer shall at all times during such assignment be and remain the employee of the proposer, who shall be solely responsible for the payment of entire compensation earned in connection with the subject matter of this contract, including 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 proposer will be responsible for any benefits such as health insurance, retirement pension plan, and life insurance that the respondent may offer employees as benefits.
- e. The proposer and employees 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 Board of Education premises.
- f. The proposer shall not hire any department personnel to either full or part-time positions without the prior written consent of the department.
- g. Collaboration and planning with district Pupil Personnel Services Company needs to provide:
 - Mentorship for newly hired personnel for transition to Greenwich Public Schools.
 - Professional Learning for OT/PT staff based on current research-based practices and regulations and compliance with IDEA.

12. Acceptance:

Determination of the acceptability of work will be made by the department. Work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, test plans, or performance/operating standards, which are incorporated in the work assignment.

13. GENERAL TERMS AND CONDITIONS

- a. Sealed proposals for furnishing these services 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 Board of Education. 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.
- b. The Board of Education reserves the right to waive any informality in the proposal or reject any or all proposals or to accept any proposal that appears to be in the best interest of the Board. Any proposal may be withdrawn prior to the opening time and date. Any proposal received after the time and date as specified will not be considered.
- c. The Board of Education will consider proximity of vendor's service as a factor in determining lowest responsible proposal. The proposers' company must be within a sixty (60) mile radius of the Greenwich Board of Education.
- d. If the Board of Education deems it necessary, the Board of Education may postpone the date for the opening of this proposal by notifying each proposer by telephone, mail or the issuing of an addendum.
- e. The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform the work and the proposer shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any proposal where, on investigation, the evidence or information submitted by such proposers does not satisfy the Board of Education that the proposer is qualified to carry out properly the terms of the contract.
- f. Consumption or use of alcohol and/or drugs is prohibited on School Property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all School Buildings and on school grounds.
- g. The Greenwich Board of Education reserves the right to accept the proposal or proposals of the lowest qualified proposer, kind, quality and material being equal, to select a single item from the proposer, or to accept the proposal as a whole; to reject any and all proposals, and to waive any omission or informalities in any proposal.
- h. The Bidder/Proposer is required to do Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.

- i. The Bidder/Proposerco must have staff in place to begin service on July 1, 2022

14. 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.

15. QUESTIONS

Questions concerning this Bid will be received by e-mail only directed to the Bid Department at: (bid_department@greenwich.k12.ct.us). In the subject line you must put Proposal #2374-22 OT/PT Services. All questions must be received no later than noon June 14, 2022. All answers will be posted as an addendum to our website, www.greenwicschools.org no later than noon on June 16, 2022. Failure to comply with these conditions will result in the proposer waving his/her right to dispute the Proposal specifications and conditions. It is the proposer's responsibility to check our website for all addenda up to the day before the opening date.

The proposal cost sheet below **MUST** be used for pricing. If another form is used, the Proposer may be disqualified.

PROPOSAL COST SHEET

OCCUPATIONAL THERAPY / PHYSICAL THERAPY 2022/2023	\$ _____
OCCUPATIONAL THERAPY / PHYSICAL THERAPY 2023/2024	\$ _____
OCCUPATIONAL THERAPY / PHYSICAL THERAPY 2024/2025	\$ _____
OCCUPATIONAL THERAPY / PHYSICAL THERAPY 2025/ 2026	\$ _____
TOTAL:	\$ _____

THIS PROPOSAL COST SHEET MUST BE USED

INSURANCE PROCEDURE

PLEASE NOTE:

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

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

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

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 AVII 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.

REFERENCES:

Please list at least three (5) school districts in Connecticut or New York of similar size to Greenwich Public Schools where you or your company has performed these services.

1. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

2. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

3. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

4. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

5. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

NON-COLLUSION AFFIDAVIT

**GREENWICH PUBLIC SCHOOLS
290 GREENWICH AVENUE
GREENWICH, CONNECTICUT**

State of _____:

County of _____: S.S.

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

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

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder/proposer or potential bidder/proposer.
- (2) Neither the price(s) nor the amount of this bid/rfp, and neither the approximate price(s) nor approximate amount of this bid/rfp, have been disclosed to any other firm or person who is a bidder/proposer or potential bidder/proposer, and they will not be disclosed before bid/rfp opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/proposal higher than this bid/rfp, or to submit any intentionally high or noncompetitive bid/rfp or other form of complementary bid/rfp.
- (4) I fully understand that more than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder/proposer is interested in more than one bid/rfp for the work contemplated may cause rejection of all 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/proposer on any item he/she will be responsible for delivering that item at the bid/proposal cost, in accordance with the attached above specifications, which were submitted with this bid/proposal and upon which the bid/proposal was made.

- (8) In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.
- (9) In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of such contract.
- (10) The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.
- (11) The Greenwich Code of Ethics can be found at www.greenwichct.org.
Code of Ethics stated as follows:

- (12) **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.
- (13) **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.
- (14) **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 _____, 2022

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

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

PERSONAL SERVICE CONTRACT

Contract No.

THIS AGREEMENT made and entered into this _____ day of _____
2022, by and between the TOWN OF GREENWICH (hereinafter referred to as
"Town"), acting herein by the undersigned official, and
_____ (hereinafter referred to as "Contractor"), whose
principal office is located at _____
,acting herein by _____ its _____, hereunto
duly authorized,

WITNESSETH:

WHEREAS, the Town contemplates:

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

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

1. Describe services to be performed:

2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp.);

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

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

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

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

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

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

5. The service and work contemplated under this Contract shall be completed in full on or before .

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

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

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

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

Dated at Greenwich, Connecticut,
this _____ day of _____ 2022.

Witnessed by:

L.S.

Witnessed by:

L.S.

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 _____, 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 _____ 2022 by _____
name and title of officer/agent
of _____ a _____
name of corporation State or place of incorporation
corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

FOR A PARTNERSHIP:

STATE OF _____)

) ss: _____

COUNTY OF _____)

The foregoing instrument was acknowledged before me this
_____ day of

_____, by _____

acknowledging partner or agent

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

Notary Public
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

STATE OF _____)

) ss: _____

COUNTY OF _____)

The foregoing instrument was acknowledged before me this
_____ day of

_____, by _____

name and title of position

Notary Public
My Commission Expires:

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 AND 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 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 and the Greenwich Board of Education are 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 and Greenwich Board of Education have been endorsed onto the general liability policy as an additional insured is also mandatory.** This letter **must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

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

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER

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

INSUREERS AFFORDING COVERAGE

INSURED

Contract #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INS R	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 <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE 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><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												
E.L. EACH ACCIDENT													
E.L. DISEASE-EA EMPLOYEE													
E.L. DISEASE - POLICY LIMIT													
	Professional Liability												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Additional Insured: The Town of Greenwich and the Greenwich Board of Education are named as additional insured for Contract # ____ It is agreed by both parties to Contract No ____ that the Contractors insurance will be primary and non-contributory

CERTIFICATE HOLDER

☒

ADDITIONAL INSURED; INSURER LETTER: __

CANCELLATION**Certificate Holder:**

**Town of Greenwich &
Board of Education
101 Field Point Road
Greenwich, CT 06830**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS

(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 and the Greenwich Board of Education have 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 day's notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

**Greenwich Public Schools Student Data Privacy Contract,
In compliance with P.A. 16-189, An Act Concerning Student Data Privacy**

AGREEMENT
Greenwich Public Schools Board of Education
And

This Agreement (“Agreement”) is entered into on this ____th day of ____, 202__, between the Greenwich Board of Education (the “Board”) and (“Contractor”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

Article I. Definitions. For purposes of this Agreement, “directory information,” “de-identified student information,” “personally-identifiable information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Public Act 16-189. “Education records” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

Article II. Purpose of Agreement: The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”), which student data may be provided to the Contractor in connection with Contractor’s provision of one or more of the following professional and non-instructional services (check those applicable):

Medical consultation

Special education consultation or audit

Academic program consultation or audit (non-special education)

Behavior intervention/Positive behavior intervention supports consultation or audit

Information technology consultation or audit

Student data storage, maintenance, collection and/or analysis

Other (explain): _____

Article III. General Provisions

- A. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
- B. The Board may request that the Contractor delete student data in the Contractor's possession by sending such request to the Contractor by electronic mail. The Contractor will delete the requested student data within two (2) business days of receiving such a request.
- C. The Contractor shall not use student data for any purposes other than those authorized in this Agreement, and may not use student data for any targeted advertising.
- D. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy, **5125**.

Article IV. Security and Confidentiality of Student Data. The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

- A. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
- B. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
- C. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

Article V. Prohibited Uses of Student Data

- A. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
- B. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content.
- C. During the entire effective period of this Agreement, the Board shall have control of any and all student data provided to or accessed by the Contractor. If a student, parent or guardian requests deletion of student data, the Contractor agrees to notify the Board immediately, but no later than two (2) business days after receiving such a request, and agrees to not delete such student data because it is controlled by the Board. The contractor shall destroy any and all student data within a reasonable period of time if the Board requests the deletion of such student data.
- D. The Contractor shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by the Board.
- E. The Contractor shall not sell, rent or trade student data. In the event the Contractor merges or is purchased by another entity, the Contractor must notify the Board in writing and receive written approval from the Board prior to providing for any purpose any student data covered under this Agreement to its successor.

Article VI. Data Breaches

A. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to records@greenwich.k12.ct.us and shall include the following information, to the extent known at the time of notification:

1. Date and time of the breach;
2. Names of student(s) whose student data was released, disclosed or acquired;
3. The nature and extent of the breach;

4. The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

D. Notwithstanding the breach notifications required in this Article, the Contractor shall provide the Board with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Board by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in the Contractor's notice of breach to a student or parent or guardian of a student:

1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;
2. Date and time of the breach.

Article VIII. Choice of Law, Choice of Forum, Merger, Severability

A. **Choice of Law.** The parties agree that this agreement and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.

B. **Choice of Forum.** The parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the State of Connecticut.

C. **Amendment.** This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.

D. **Severability.** A court finding of invalidity for any provision of this Agreement does not invalidate other provisions or applications that are not affected by the finding.

This Agreement is effective upon execution by both parties and shall continue until *The 30th of June which commences after the execution of this agreement.*

Dr. Toni Jones

Superintendent of Schools

GREENWICH BOARD OF EDUCATION

Date

Date