

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

EUGENE H. WATTS
Director of Purchasing

June 20, 2022

Dear Sir/Madam:

You are invited to submit a proposal for Owner's Representative Services 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.

Bids must be submitted on the schedule form attached hereto. All unit prices must be filled in. Each proposal must be submitted with (1) original copy/set, and five (5) copies/sets 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 in the Central Receiving Department located in the Arch Street parking lot, or by mail. The original proposal and copies must be in a sealed envelope plainly marked:

Owner's Representative Service RFP Opening Date: 7/13/22
Opening Time: 10:00 a.m. RFP Number: 2378-22

All proposers must be available in the event they are called for a Mandatory Interview.

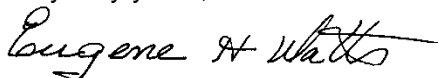
All responses are subject to change based on the status of the COVID 19 pandemic and Federal Ordinances.

The details to join the meeting remotely are as follows:

Dial-In by phone: 1 402-824-0231 PIN: 692 118 178#

All Proposers and other interested people are invited to call in to hear RFP #2378-22 being read at 10:00 a.m.

Very truly yours,



Eugene H. Watts

**GREENWICH PUBLIC SCHOOLS
GREENWICH, CT**

**REQUEST FOR PROPOSAL
OWNER'S REPRESENTATIVE SERVICES
FOR GREENWICH HIGH SCHOOL SECURITY ENTRYWAY PROJECT
STATE PROJECT NUMBER: 057-0113A**

1. Background

The Town of Greenwich, CT is about 40 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 an alternative High School Programs.

2. Proposal Evaluation Criteria:

The following criteria guidelines will be used in analyzing and evaluating this proposal.

Conformance to the requirements of this RFP, i.e. conformance to Terms, Conditions and Scope of Work.

Proven skills and technical competence Background on the firm and resume of the consultant assigned to the location

For consultant firm, identification of personnel who will have principal responsibility.

3. A narrative describing the consultant's approach to undertaking the scope of the work including:

- a) Cost/service fee (overall cost to the Entryway Building Committee with all factors considered.
- b) We will not pay for principal visits or home office supervision. Those fees should be included in the loaded rate.

b) Award of Contract:

The contract will be awarded by the Entryway Building Committee to the qualified firm or person at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services.

c) Project Description

The Entryway Building Committee of the Greenwich Public School District of Greenwich, CT, will be overseeing the construction of the Secure Entryway Vestibule during the 2022 – 2023 school year. The Board is currently soliciting proposals from qualified Owner's Representation firms for the purpose of oversight during these projects. The successful firm will be performing the following tasks:

Coordinate the Approval/Payment process with Office of School Construction Grants and Review.

- Conduct Progress Meetings
- Monitor Performance of the Contractors / and suggest corrective action if necessary.
- Monitor construction costs.
- Coordinate payment requisitions.
- Certify Applications for Payment.
- Monitor conformance of work with contract documents.
- Monitor construction sequence.
- Review Change Order requests.
- Establish and execute a Final Punch List.

The District will provide the successful firm with available district drawings and surveys to aid in document preparation.

d) Project Schedule:

The projects and scope and will be initiated through the 2022/2023 school year. The successful firm or individual will be expected to be flexible to meet project goals.

NOTE: The Town, at its discretion, may choose to extend the contract for additional option years.

| | |
|--------------------------|-----------------------------|
| Base Contract period is: | July 1, 2022- June 30, 2023 |
| First option year is: | July 1, 2023- June 30, 2024 |
| Second option year is: | July 1, 2024- June 30, 2025 |

e) Fee Proposal:

Please indicate your proposed fee for these services on an hourly basis for the 2022/2023, 2023/2024, and 2024/2025 school years. Printing and any related fees will be billed separately. The hourly rate should include firm supervision, set up meetings and courtesy calls. The Entryway Building Committee will not pay for the firm's principle visits or any personnel not related to the construction supervision. It is expected that we will not need more than one person assigned to the site.

f) Selection Procedure:

The intention of this RFP is to establish contracts with one Firm who will, upon request, provide the time with the services, labor and supplies described in the solicitation.

This is no guarantee as to the amount of services, labor or supplies that the GHS District Entryway Building Committee may purchase during the term of this contract. The Building Committee will determine the amount of services based on the available budget.

This is no guarantee of exclusivity for this type of service during the term of this contract.

Proposals will be evaluated based on the responsiveness of this RFP, technical qualification, previous experience with clients similar to Greenwich Public Schools and anticipated cost.

Selected firms submitting proposals conforming in all respects to this RFP will be interviewed by a selection committee. Finalists will be required to provide additional copies of their proposal as necessary.

GHS District Entryway Building Committee reserves the right to reject any and all proposals not deemed to be in the best interest of the Town of Greenwich.

g) Fee Proposal:

Indicate your proposed fee for services. The GHS District Entryway Building Committee reserves the right to provide payment in accordance with completion of services based on the project schedule.

h) Questions:

Questions concerning this RFP will be received only by email directed to bid_department@greenwich.k12.ct.us In the "Subject" line you must put RFP # 2378-22 Owner's Representative. All questions must be received no later than July 28, 2022 at 12:00 p.m. and all answers will be posted to the website no later than July 6, 2022 at 12:00 noon. Failure to comply with these conditions will result in the bidder waiving his/her right to dispute the bid specifications and conditions.

i) Acceptance:

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

j) General Terms & Conditions:

- a. Sealed proposals for furnishing Construction Management Services for Greenwich Public Schools, as specified on the attached proposal specification sheets, will be received at the time and date above. All proposers and other interested persons are invited to be present at the opening of these proposals that will take place at the Entryway Building Committee.
- b. The Entryway Building Committee 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.
- c. The Entryway Building Committee may consider proximity of vendor's service as a factor in determining lowest responsible proposal.
- d. If the Entryway Building Committee deems it necessary, the Entryway Building Committee may postpone the date for the opening of these proposals by notifying each proposer by telephone, mail or the issuing of an addendum.
- e. All work product becomes the property of Entryway Building Committee and Greenwich Public Schools.
- f. The Entryway Building Committee 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 Entryway Building Committee with information and data for this purpose as the Entryway Building Committee 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 Entryway Building Committee that the proposer is qualified to carry out properly the terms of the contract.
- g. 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.

k) 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.

l) Collusion Among Proposers:

a. 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 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.

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

m) Employment Discrimination by Contractor Prohibited:

a. 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.

b. 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.

BID SHEET

Billing Rates

| Position | | 2022/2023 | 2023/2024 | 2024/2025 |
|------------------------|--|------------------|------------------|------------------|
| Owner's Representative | | | | |

Cost Sheet must be put in a separate envelope

HOURLY RATES

| | | | |
|------------------------------|----|----|----|
| PRINCIPAL-IN-CHARGE: | \$ | \$ | \$ |
| PROJECT MONITOR: | \$ | \$ | \$ |
| STATE REGULATORY SPECIALIST: | \$ | \$ | \$ |
| ADMINISTRATIVE SUPPORT: | \$ | \$ | \$ |

REFERENCES:

Please list at least three (3) 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

**QUESTIONNAIRE
FOR THE GREENWICH HIGH SCHOOL SECURITY ENTRYWAY PROJECTS**

DATE: _____

Firm Name: _____

Address: _____

Type of Organization (check one)

Year Established: _____

_____ Individual _____ Joint Venture

_____ Partnership _____ Other

Names of principals and key personnel:

Size of Firm: _____

Total: _____

Personnel: _____

Current: _____

Names of Consultants Proposed (if by staff, please indicate):

Names of two references of similar type projects:

Attach list of completed g projects for school buildings your firm has designed during recent years, giving type of projects, total cost of project, type of building, location, dates of construction and name of school

representative with whom you dealt. Indicate which projects are primarily new construction, and which include major alterations.

What was the total work on which your firm was the Engineer of Record during the past three years and how much was school construction?

| <u>YEAR</u> | <u>TOTAL CONSTRUCTION</u> | <u>SCHOOL</u> |
|-------------|---------------------------|---------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

If your firm were selected for services on these projects, what would be the period of time between authorization to proceed and start of uninterrupted service?

If your firm were selected for services, who would be the principal in responsible charge, and what would be the extent of his/her involvement? Who would be others involved and in what capacity?

If your firm has been involved in litigation or arbitration with school board representatives in the past five years, please list the locations below.

How many of your jobs completed in the last two years exceeded the budget, and by what percent was the average excess of such jobs? (List specifics with dates)

Please feel free to include additional information you believe may help the Committee to better understand your qualifications. List all attachments to the questionnaire and other material submitted.

Describe your specific experience with restoration and historic preservation projects.

List experience with Greenwich Town agencies.

Describe the nature of your experience with the planning and approval process in Connecticut with the State Office of School Construction Grants and Review

Firm Name: _____ (Corporate Seal)

Signed by: _____

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

Contractor

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Eugene H. Watts, Director of Purchasing
Purchasing Department
Town of Greenwich/Entryway Building Committee
290 Greenwich Avenue – Havemeyer Building
Greenwich, CT 06830

Re: Town of Greenwich/Entryway Building Committee / **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 Greenwich Entryway Building Committee 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 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 OCCURRENCE AGGREGATE | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | <table border="1"> <tr> <td>WC STATU-</td> <td>OTHER</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- | OTHER | E.L. EACH ACCIDENT | | E.L. DISEASE-EA EMPLOYEE | | E.L. DISEASE - POLICY LIMIT | |
| WC STATU- | OTHER | | | | | | | | | | | | |
| 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
 The Town of Greenwich The Greenwich Board of Education and The Greenwich Entryway Building Committee are named as additional insured for Contract # _____. It is agreed by both parties to Contract # _____ that the Contractors insurance will be primary and non-contributory

| | | |
|--|--|--|
| CERTIFICATE HOLDER | <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: __ | CANCELLATION |
| Certificate Holder: Town of Greenwich, Greenwich Board of Ed And the Greenwich Entryway Building Committee 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 |

NON-COLLUSION AFFIDAVIT

**GREENWICH PUBLIC SCHOOLS
290 GREENWICH AVE
GREENWICH, CONNECTICUT**

State of _____:

County of _____: s.s.

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

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

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder/proposer or potential bidder/proposer.
- (2) Neither the price(s) nor the amount of this bid/rfp, and neither the approximate price(s) nor approximate amount of this bid/rfp, have been disclosed to any other firm or person who is a bidder/proposer or potential bidder/proposer, and they will not be disclosed before bid/rfp opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/proposal higher than this bid/rfp, or to submit any intentionally high or noncompetitive bid/rfp or other form of complementary bid/rfp.
- (4) I fully understand that more than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder/proposer is interested in more than one bid/rfp for the work contemplated may cause rejection of all 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 instruments on the date and time agreed on by _____ and the Greenwich Entryway Building Committee at
(NAME OF MY FIRM)

The time the purchase order is placed. Furthermore, there will not be any cancellations to the Entryway Building Committee. 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:

(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 its 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 FOR YOUR REVIEW. YOU MUST BE ABLE TO SIGN THIS CONTRACT AND MEET THE NECESSARY INSURANCE AS REQUIRED BY THE TOWN OF GREENWICH IN ORDER FOR YOUR PROPOSAL TO BE CONSIDERED.

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,

W I T N E S S E T H:

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.

19. The Proposal is required to do Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.

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

Witnessed by:

Witnessed by:

THE TOWN OF GREENWICH

By _____ **L.S.**

Its _____

THE CONTRACTOR

By _____ **L.S.**

Its _____

Insurance Requirement Sheet

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

- A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
 - 1. Commercial General Liability.
 - 2. Town as additional insured.
 - 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).

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

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

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

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

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

- G. CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: ENTRYWAY BUILDING COMMITTEE. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. 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, both of which must be signed with original ink "wet" signatures.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker 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.

(SAMPLE ENDORSEMENT LETTER)

**AGENT/BROKER
(LETTERHEAD)**

(Date)

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

Re: Town of Greenwich / Entryway Building Committee / 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 and The Greenwich Entryway Building Committee and Fuller 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
(Acord & Endorsement Letter must be signed by the same individual in blue ink)***

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

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 LIST | 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 PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE | \$1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | |
| | | | | | MED EXP (Any one person) | |
| | | | | | PERSONAL & ADV INJURY | |
| | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | PRODUCTS-COMP/OP AGG | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS ANY PROPRIETOR/PARTNER/EXECUTIVE SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____ | | | | COMBINED SINGLE LIMIT | \$1,000,000 |
| | | | | | (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 AUTO ONLY: | EA ACC AGG |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE | \$5,000,000 |
| | | | | | AGGREGATE | \$5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATION below) | | | | <input checked="" type="checkbox"/> PER STATUTE | OTHER |
| | | | | | E.L. EACH ACCIDENT | |
| | | | | | E.L. DISEASE-EA EMPLOYEE | |
| | | | | | E.L. DISEASE - POLICY LIMIT | |

The Town of Greenwich, Greenwich Board of Education and The Greenwich Entryway Building Committee are named as additional insured for Contract # _____. It is agreed by both parties to Contract # _____ that the Contractors insurance will be primary and non-contributory

CERTIFICATE HOLDER

 ADDITIONAL INSURED; INSURER LETTER: _____
CANCELLATION

Town of Greenwich, Greenwich Board of Education &
The Greenwich Entryway Building Committee
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

AUTHORIZED REPRESENTATIVE