

**GREENWICH PUBLIC SCHOOLS**  
**Purchasing Department**  
**290 Greenwich Avenue**  
**Greenwich, CT 06830**  
**(203) 625-7411**  
eugene\_watts@greenwich.k12.ct.us

**EUGENE H. WATTS**  
Manager of School Procurement

June 1, 2026

Dear Sir/Madam:

Greenwich Public Schools ("GPS") invites qualified firms to submit bids for Audiovisual Systems, Low-Voltage Infrastructure, and Event Production Services. The attached specifications detail the services and requirements sought by the District.

Proposers are urged to read all documents carefully and complete all information requested. Bids that are incomplete, obscure, conditional, or contain irregularities may be rejected for failure to comply with the requirements of this RFP.

Bids shall be submitted on the forms provided and include all requested pricing, supporting documentation, references, and qualifications. One (1) original and five (5) copies of the bid shall be submitted. Bids must be clear, concise, and legible to permit proper evaluation. Faxed or electronically transmitted bids will not be accepted. Hand-delivered bids will be accepted Monday through Friday between the hours of 8:30 a.m. and 3:30 p.m.

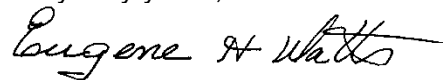
The original bid and required copies must be received no later than the date and time specified below in a sealed envelope clearly marked:

**Bid:** Audiovisual Systems, Low-Voltage Infrastructure, and Event Production Services  
**RFP Number:** 2575-26  
**Opening Date:** June 22, 2026  
**Opening Time:** 10:00 a.m.

**Location:** Greenwich Public Schools Purchasing Department

All proposers and interested parties are invited to attend or participate in the public opening as specified in the bid notice.

Very truly yours,



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Eugene H. Watts

## **BACKGROUND**

The Town of Greenwich, Connecticut, located approximately 30 miles northeast of New York City, has a population of approximately 60,000 residents. Greenwich Public Schools maintains a nationally recognized educational program serving approximately 9,000 students in eleven elementary schools, three middle schools, one comprehensive high school, and various specialized educational programs.

The District maintains extensive educational, performing arts, athletic, and administrative facilities that require ongoing audiovisual systems support, low-voltage infrastructure installation, theatrical production services, and event technology support. These services are utilized for educational programming, performances, assemblies, graduations, athletic events, board meetings, community functions, and other district activities.

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### **1. SUMMARY**

Greenwich Public Schools is seeking bids from qualified firms to provide professional audiovisual systems installation, maintenance, low-voltage infrastructure services, theatrical production support, and event production services.

The District seeks one or more vendors capable of providing services including, but not limited to:

- Low-voltage cabling installation and infrastructure services
- Audio system installation, integration, maintenance, and repair
- Video system installation, integration, maintenance, and repair
- Lighting system installation, programming, maintenance, and repair
- Concert and event audio recording services
- Concert and event video recording and live streaming services
- Event lighting design and production services
- Live sound reinforcement services
- Projection and display system setup and operation
- Stage riser, pipe-and-drape, and theatrical staging services

Vendors may propose comprehensive service solutions or specialized service offerings within their area of expertise.

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### **2. CONTRACT TERM**

The initial contract term shall be for one (1) year from the date of award.

Upon mutual agreement of both parties, the contract may be renewed annually for up to four (4) additional one-year periods.

Greenwich Public Schools reserves the right to terminate the contract with thirty (30) days written notice should services fail to meet District expectations.

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### **3. OPTION TO EXTEND**

The District reserves the right to extend the contract under the same terms and conditions for additional periods if deemed in the best interest of Greenwich Public Schools.

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### **4. BID EVALUATION**

A committee designated by Greenwich Public Schools shall evaluate bids using the following criteria:

<b>Criteria</b>	<b>Points</b>
Pricing	50
Relevant Experience and Qualifications	25
Ability to Fulfill Scope Requirements	25
<b>Total</b>	<b>100</b>

Additional considerations may include:

- Client references
  - Financial stability
  - Availability of personnel
  - Equipment resources
  - Local service capability
  - Safety record
  - Background investigations
- 

### **5. AWARD OF CONTRACT**

The contract may be awarded to one or multiple vendors whose bids are determined to be most advantageous to Greenwich Public Schools, considering qualifications, experience, responsiveness, service capabilities, and pricing.

GPS reserves the right to make multiple awards by service category.

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## **6. SCOPE OF SERVICES**

### **Low-Voltage Cabling and Infrastructure**

The Contractor shall provide installation, termination, testing, certification, troubleshooting, labeling, documentation, maintenance, and repair of low-voltage infrastructure systems including:

- Audio cabling
  - Ethernet and network cabling
  - Fiber optic cabling
  - DMX control cabling
  - Data cabling
  - Patch panels
  - Wall plates
  - Connectors
  - Equipment racks
  - Cable management systems
- 

### **Audio Systems Installation and Maintenance**

Services shall include:

- System design consultation
- Equipment installation
- Integration and configuration
- Commissioning and testing
- Troubleshooting and repair
- Preventative maintenance

Equipment may include:

- Mixing consoles
  - Loudspeakers
  - Amplifiers
  - DSP systems
  - Wireless microphone systems
  - Assistive listening systems
  - Paging systems
- 

### **Video Systems Installation and Maintenance**

Services shall include installation, maintenance, integration, programming, and repair of:

- Projectors
  - Flat-panel displays
  - Video walls
  - Digital signage
  - Video distribution systems
  - Video switchers
  - Streaming systems
  - Control systems
- 

## **Lighting Systems Installation and Maintenance**

Services shall include:

- Theatrical lighting systems
  - Architectural lighting systems
  - DMX infrastructure
  - Lighting consoles
  - Intelligent lighting fixtures
  - Dimming systems
  - Programming and commissioning
  - Troubleshooting and repair
- 

## **Audio Recording Services**

Professional recording services for concerts, theatrical productions, ceremonies, meetings, and special events, including:

- Multi-track recording
  - Stereo recording
  - Editing
  - Mixing
  - Mastering
  - Digital delivery
- 

## **Video Recording and Live Streaming**

Professional video production services including:

- Single-camera and multi-camera recording
- Live switching
- Streaming production
- Post-production editing

- Content delivery
  - Event archiving
- 

## **Event Lighting Design and Production**

Development and implementation of lighting designs for performances, ceremonies, presentations, and special events, including:

- Design consultation
  - Lighting plots
  - Programming
  - Operation
  - Technical support
- 

## **Live Sound Reinforcement**

Provision, setup, operation, and teardown of professional sound systems including:

- Front-of-house mixing
  - Monitor systems
  - Wireless systems
  - Loudspeaker systems
  - Technical operation and support
- 

## **Projection and Display Services**

Setup, operation, and removal of:

- Projection systems
  - Confidence monitors
  - Television displays
  - LED displays
  - Video playback systems
- 

## **Stage Riser and Drapery Services**

Delivery, setup, configuration, safety inspection, teardown, and storage of:

- Stage risers
- Platforms

- Pipe-and-drape systems
  - Curtains
  - Backdrops
  - Theatrical masking
- 

## **General Requirements**

The Contractor shall provide all personnel, supervision, tools, equipment, transportation, materials, and incidental services necessary to perform the work.

All work shall comply with applicable federal, state, and local regulations, manufacturer specifications, and recognized industry standards.

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## **7. VENDOR QUALIFICATIONS AND REQUIREMENTS**

The Contractor shall:

- Maintain all required licenses, certifications, and insurance.
  - Provide qualified personnel with appropriate technical expertise.
  - Conduct criminal background checks on employees assigned to GPS facilities.
  - Maintain OSHA-compliant safety practices.
  - Provide proof of insurance upon request.
  - Comply with all Greenwich Public Schools policies and procedures.
- 

## **8. GENERAL TERMS AND CONDITIONS**

Greenwich Public Schools reserves the right to:

- Reject any or all bids.
- Waive informalities and minor irregularities.
- Request additional information from proposers.
- Conduct interviews and reference checks.
- Award contracts to multiple vendors.
- Cancel or amend the solicitation at any time.

Consumption of alcohol, illegal drugs, tobacco products, or vaping on school property is prohibited.

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## 9. TAX EXEMPTION

Greenwich Public Schools is exempt from Connecticut Sales Tax and Federal Excise Tax. Taxes shall not be included in bid pricing.

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## 10. QUESTIONS

Questions concerning this RFP shall be submitted via email to:

### **Bid Department**

[bid\\_department@greenwich.k12.ct.us](mailto:bid_department@greenwich.k12.ct.us)

All questions and responses shall be handled through written addenda issued by Greenwich Public Schools.

In the "Subject" line you must put Bid#2575-26 Audiovisual. All questions must be received no later than noon 6/8/26. All answers will be posted as an addendum to our website, [www.greenwichschools.org](http://www.greenwichschools.org) no later than noon on 6/16/26. Failure to comply with these conditions will result in the proposer waiving his/her right to dispute the rfp specifications and conditions. It is the proposer's responsibility to check our website for all addenda up to the day before the opening date.

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## 11. WITHDRAWAL OF BIDS

Bids shall remain valid for sixty (60) days following the opening date.

Greenwich Public Schools reserves the right to reject any bid determined to be incomplete, conditional, non-responsive, or otherwise not in the District's best interest.

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## 12. PRICING BID

Vendors shall provide daily rates for the following services:

- Low-Voltage Cable Installation
- Audio Systems Installation and Maintenance
- Video Systems Installation and Maintenance
- Lighting Systems Installation and Maintenance
- Audio Recording Services
- Video Recording Services
- Live Streaming Services
- Event Lighting Design
- Live Sound Reinforcement
- Projection and Display Services

- Stage Riser Services
- Drapery Services

Pricing shall identify labor rates, equipment rates, overtime rates, and any additional applicable charges.

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### **13. REFERENCES**

Provide a minimum of three (3) references for similar services performed within the last five years, preferably for K-12 school districts, colleges, municipalities, performing arts centers, or government agencies.

### **14. BACKGROUND:**

The Town of Greenwich, CT is about 30 miles northeast of New York City and has a population of about 60,000 people. The Greenwich Public Schools enjoy a national reputation for excellence. 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.

### **15. CONTRACT LENGTH:**

This Request for Bid is for awarding a contract to begin on June 24, 2026. The service and work contemplated under this Contract shall be completed in full on or before June 30, 2026, with the option, if agreed by both parties, to extend the contract for the 2026/2027, 2027/2028, 2028/2029 and 2029/2030 school years.

### **16. OPTION TO EXTEND:**

The proposer may be asked to extend the period of this agreement for the school if agreeable to both parties. The proposer shall be notified in writing by the Purchasing Department if Greenwich Public Schools intends to extend the contract period.

### **17. AWARD OF CONTRACT:**

The contract will be awarded by the Greenwich Public Schools 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.

### **18. SCOPE OF SERVICES**

The Contractor shall provide professional audiovisual, theatrical, and low-voltage systems services, including but not limited to the following:

## **Low-Voltage Cabling and Infrastructure**

Installation, termination, testing, troubleshooting, labeling, and maintenance of low-voltage cabling systems, including audio cabling, Ethernet/network cabling, fiber optic cabling, DMX control cabling, data cabling, wall plates, patch panels, connectors, and related infrastructure. Services shall include adherence to applicable industry standards and best practices for system performance and reliability.

## **Audio Systems Installation and Maintenance**

Design assistance, installation, integration, configuration, testing, commissioning, troubleshooting, repair, and preventative maintenance of professional audio systems, including mixers, amplifiers, loudspeakers, microphones, digital signal processors (DSPs), assistive listening systems, and associated control and distribution equipment.

## **Video Systems Installation and Maintenance**

Installation, integration, configuration, testing, troubleshooting, repair, and maintenance of video and visual display systems, including projectors, flat-panel displays, video walls, switchers, video distribution systems, streaming equipment, digital signage, and related control systems.

## **Lighting Systems Installation and Maintenance**

Installation, integration, programming, testing, troubleshooting, repair, and maintenance of theatrical, architectural, and event lighting systems, including lighting fixtures, dimming systems, control consoles, DMX networks, power distribution equipment, and lighting control infrastructure.

## **Audio Recording Services**

Professional audio recording services for concerts, performances, presentations, meetings, and special events. Services may include multi-track recording, stereo recording, audio editing, post-production, mastering, and delivery of final recordings in client-specified formats.

## **Video Recording and Live Streaming Services**

Professional video production services, including event recording, multi-camera production, live switching, content capture, live streaming, video editing, post-production, and distribution of recorded or streamed content through designated platforms.

## **Event Lighting Design and Production**

Development and implementation of lighting designs for performances, ceremonies, presentations, and special events. Services may include design consultation, programming, operation, equipment setup, focusing, cueing, and technical support during events.

## **Live Sound Reinforcement**

Provision, setup, operation, monitoring, and teardown of professional sound reinforcement systems for performances, assemblies, ceremonies, presentations, athletic events, and other live productions. Services may include mixing, system tuning, microphone management, and on-site technical support.

## **Projection and Display System Setup**

Setup, configuration, operation, and removal of projection systems, video displays, confidence monitors, televisions, LED displays, and associated signal distribution equipment for events, presentations, performances, and meetings.

## **Stage Riser and Drapery Services**

Delivery, assembly, installation, configuration, safety inspection, dismantling, and storage of stage risers, platforms, pipe and drape systems, theatrical curtains, masking, backdrops, and related staging components for performances, ceremonies, and special events.

## **General Requirements**

The Contractor shall provide qualified personnel, tools, equipment, transportation, supervision, and all incidental materials necessary to perform the requested services. Work shall be performed in accordance with applicable codes, manufacturer specifications, industry standards, and all local, state, and federal regulations. The Contractor shall maintain appropriate licenses, certifications, and insurance coverage required to perform the services described herein.

## **Notes**

- Rates are based on a standard 8-hour workday.
- Overtime billed at 1.5x hourly equivalent after 40 hours.
- Travel, lodging, lifts, specialty equipment, permits, and freight are billed separately.
- Multi-day and annual maintenance contracts qualify for discounted rates.
- Installation projects requiring multiple technicians will be billed per technician per day.

## REFERENCES

Please list three (3) school districts, ideally in Connecticut or New York, where you or your company has performed these services. If you do not have a school district, please provide most closely related references. School district references are preferred.

1. \_\_\_\_\_  
NAME AND ADDRESS

\_\_\_\_\_  
CONTACT PERSON AND TELEPHONE NUMBER

2. \_\_\_\_\_  
NAME AND ADDRESS

\_\_\_\_\_  
CONTACT PERSON AND TELEPHONE NUMBER

3. \_\_\_\_\_  
NAME AND ADDRESS

\_\_\_\_\_  
CONTACT PERSON AND TELEPHONE NUMBER

\_\_\_\_\_  
NAME STREET CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE # FAX # EMAIL

**INSURANCE PROCEDURE**

**THIS PAGE MUST BE RETURNED WITH YOUR BID/BID. FAILURE TO DO SO MAY RESULT IN YOUR BID/BID 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/Bid. Any bids/bids with deficient insurance requirements will be rejected. The firm who is awarded the Bid/Bid must return the contract, agent/broker and insurance form within two (2) weeks from the date on the award letter.

**PLEASE CHECK THE APPROPRIATE BOX**

**YES**

**NO**

- |   |                |                          |                          |
|---|----------------|--------------------------|--------------------------|
| 1. General Liability  | \$2,000,000.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. General Aggregate  | \$1,000,000.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Automobile Liability   | \$1,000,000.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Excess Liability   | \$5,000,000.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Professional Liability   | \$0,000,000.00 | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Worker's Compensation and Employer's Liability   |                | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Town as Additional Insured   |                | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Ability to Return Contract and Insurance Documents<br>Within Two (2) Weeks             |                | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Able to Provide the Town with Thirty (30) Days Prior<br>Written Notice of Cancellation |                | <input type="checkbox"/> | <input type="checkbox"/> |

**STATEMENT OF VENDOR:**

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/bid cost reflects any additional costs relating to insurance requirements for this work.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor**

**BID SHEET**

**2026/2026 School Year**

**Billing Rates**

**Billing Rate/Hour**

Through 6/30/26	_____
2026/2027	_____
2027/2028	_____
2028/2029	_____
2029/2030	_____
Overtime Rate	_____
Saturday Rate	_____
Sunday Rate	_____
Holiday Rate	_____

**GREENWICH BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL # 2575-26 DEADLINE: 6/22/26 at 10:00 a.m.**

**Audiovisual Systems, Low-Voltage Infrastructure, and Event Production Services  
(Page 1 of 2)**

**REPLY SHEET**

**BIDDERS INFORMATION:**

**STATEMENT OF NON-COLLUSION**

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 elected or appointed official of the Town, or any person or entity 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, except as permitted under the Town of Greenwich Code of Ethics.

**CODE OF ETHICS**

In submitting this bid, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Greenwich employee or officer to violate the Town of Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract, and b) if an elected or appointed official or any person in the employ of the Town has a direct or indirect interest in Vendor or any supplier or Subcontractor expected to be involved with the contract, such person or entity is in compliance with the safe harbor procedures established by the Town of Greenwich Board of Ethics or has received an advisory from the Town's Board of Ethics with respect to such involvement.

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 resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

The Town of Greenwich Code of Ethics can be found at [www.greenwichct.gov](http://www.greenwichct.gov). Relevant provisions of the Town's Code of Ethics state:

**Section 2. DEFINITIONS.** (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 has 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, employee, agent, consultant, or member, elected or appointed, of any board, department, 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, or services by any person, directly or indirectly, as Vendor, prime contractor, subcontractor, or otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town officer.

**Section 3. GIFTS AND FAVORS.** No Town officer or his immediate family shall accept any valuable gift, thing, favor, loan, or promise that might influence the performance or nonperformance of his official duties.

**Section 4. IMPROPER INFLUENCE.** No Town officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

**By signing below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Code of Ethics statements contained herein and confirms compliance with the contents:**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**BIDDER'S COMPANY NAME:** \_\_\_\_\_

**GREENWICH BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL # 2575-26 DEADLINE: 6/22/26 at 10:00 a.m.**

**Audiovisual Systems, Low-Voltage Infrastructure, and Event Production Services**

**REPLY SHEET (Page 2 of 2)**

**BIDDERS INFORMATION:**

**BIDDER'S COMPANY NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE #** \_\_\_\_\_ **FAX #** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**WEBSITE** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**STATE OF CT TAXPAYER ID #** \_\_\_\_\_

**FEDERAL TAXPAYER ID #** \_\_\_\_\_

**INCORPORATED IN THE STATE OF** \_\_\_\_\_ **Corporate Seal** Yes No

**AWARD/CONTRACT SIGNATURE**

The Bidder shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., **officer of the company**) who will sign the contract (if applicable) for this procurement:

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

**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.**

**State of Connecticut  
Town of Greenwich  
Contract**

Town Department: Greenwich Board of Education  
Division:

Contract No.:  
Account Name:

Name and  
Address  
Of  
Contractor

Account Code  
Total Amount  
of Contract

This Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2026 between Greenwich Board of Education Town of Greenwich, hereafter called the Owner and \_\_\_\_\_ hereafter called the Contractor.

Witnessed as follows:

1. The Contractor agrees to furnish materials and perform services as shown in specifications and contract documents hereto attached and made a part hereof, and consisting of numbered pages from 1 to \_\_\_\_\_.
2. The Owner agrees to pay the price designated for such materials and services upon certification by the proper agent of the Owner.
3. This contract shall not be valid until approved by the Town Attorney and countersigned by the Town Comptroller.

GREENWICH BOARD OF EDUCATION,  
TOWN OF GREENWICH

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

CONTRACTOR

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

Approved as to legal sufficiency

Date \_\_\_\_\_

\_\_\_\_\_  
Assistant Town Attorney

I hereby certify that the estimated amount of this contract does not exceed the unencumbered balances of amounts duly appropriated and against which this contract is chargeable as indicated hereon.

Date \_\_\_\_\_

\_\_\_\_\_  
Comptroller

**PERSONAL SERVICE AGREEMENT**

**Contract No.**

THIS AGREEMENT made and entered into this day of \_\_\_\_\_, by and between Greenwich Board of Education, Town of Greenwich, Connecticut, (hereinafter referred to as "Owner"), 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. Owner and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

WHEREAS, the Owner contemplates:

WHEREAS, the Owner 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: Services as described in the attached Exhibit(s) \_\_ and \_\_\_\_.

2. Describe method and terms of payment: Terms of Payment as set forth in Exhibit \_\_. Contractor shall invoice the Owner on a service rendered basis. Contractor shall send all invoices via electronic mail to [accountspayable@greenwich.k12.ct.us](mailto:accountspayable@greenwich.k12.ct.us). Contractor agrees to accept payment through Electronic Funds Transfer (EFT) via Automatic Clearing House (ACH) for all services rendered. Such payments will be made by the Owner net 30 days after receipt of invoice and acceptance and approval by the Owner, for all services actually rendered.

3. This Contract consists of:

Personal Service Agreement (pp.1-7);

Exhibit A, Insurance Requirements & Certificate of Insurance (pp.8-10);

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

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

for a total number of \_\_\_\_\_ numbered pages, hereinafter collectively referred to as the "Contract."

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

5. The Owner 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 Owner 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 Owner.

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

7. Owner shall designate in writing a person to act as the Owner's representative with respect to the work to be performed under this Agreement. Owner's designated representative shall have complete authority to transmit instructions, receive information, interpret, and define the Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

8. Owner 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 Owner after consultation with the Contractor and shall be subject to audit by the Owner's Comptroller. Termination under this section shall not give rise to any claim against the Owner for damages for compensation in addition to that provided hereunder.

9. 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 Owner. Failure of the Contractor for any reason to make the personal service of such a person available to the Owner to the extent necessary to perform the services required, skillfully and promptly, shall be cause for termination of this Contract.

10. The Contractor shall not assign this Contract without prior consent of the Owner in writing.

11. 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 Owner, to continue to perform and complete all the terms, covenants and provisions contained in this Contract.

12. If the Contractor has been delayed and as a result will be unable, in the opinion of the Owner, to complete performance fully and satisfactorily within the time allowed herein, the Contractor, upon submission of evidence of the cause of the delay, satisfactory to the Owner, shall

at the discretion of the Owner, be granted an extension of time for performance equal to the period that the Contractor was actually and necessarily delayed.

13. When the Owner 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 Owner arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Contract, then the Owner may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Owner for such period as

it may deem advisable to protect the Owner 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 Owner. No person shall have any right against the Owner or claim against the Owner by reason of the Owner's failure or refusal to withhold monies. No interest shall be payable by the Owner on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Owner.

14. 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 Owner from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns, have or may have against the Owner under the provisions of this Contract.

15. The Contractor shall not assert any claim arising out of any supervisory act or omission by any agent, officer, or employee of the Owner 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 Owner, its officers, agents, or employees by reason of such labor or materials, or by reason of any acts or omissions of the Contractor.

16. The Contractor shall indemnify and save harmless the Owner 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 Owner, 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. 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 Owner, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Owner, its officers, agents, servants or employees, other than supervisory acts or omissions of the Owner, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

17. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit A. Before commencing the work called for in this Contract, the Contractor shall furnish the Owner with a completed certificate of insurance on the Acord form that is referenced in the attached Exhibit A evidencing such coverage. If the professional liability insurance procured by the Contractor provides coverage on a "claims made" basis, the Contractor agrees to maintain said insurance for as long as a claim may legally be made for errors and omissions relating to the work performed under this Contract, provided the Consultant may seek a waiver of this maintenance from the Owner's Risk Management Director, that will not be unreasonably denied, on grounds documented by its insurance agent/broker, that such insurance or tail coverage no longer remains commercially and reasonably available.

18. Contractor represents that it is authorized to do business in the State of Connecticut. Contractor agrees to comply in every respect with applicable Federal, State, and local laws, regulations, and ordinances.

19. 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 Owner, its agencies, employees, and agents, and Contractor, its employees, and agents. Contractor assumes exclusive 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 the Owner's employees and shall not be considered in any manner to be employees of the Owner. Contractor, its employees, and its agents, shall not hold itself out in any manner as being anything but an independent contractor of the Owner, and may not use the Owner name for any purpose and in any manner without the express permission of the Owner.

20. If the Contractor makes claims for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach, or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Contracting Officer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid, and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Contracting Officer shall file with the appropriate department of the Owner, one copy of the statement, and shall file with the Owner and the Contractor his determination thereon. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Owner or its agents, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the provisions of this paragraph.

21. No person, firm, or corporation, other than the Contractor, who signed this Agreement, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Owner, or any agent of the Owner, and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims,

demands, damages and liabilities of, by or to the Contractor for anything done or furnished for, or arising out of, or relating to, or by reason of the Work, or for or on account of any act or neglect of the Owner, or of any agent of the Owner, or of any other person, arising out of, relating to, or by reason of the Work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

22. The Owner may, at any time, retain from any moneys which would otherwise be payable hereunder, so much thereof, as the Owner may deem necessary to complete the Work hereunder, and to reimburse it for all costs, expenses, losses, and damages chargeable to the Contractor hereunder.

23. It is agreed that this is an entire contract for one whole and complete Work or Result, and that neither the Owner's entrance upon or use of the Work, or any part thereof, nor any partial payments by the Owner, shall constitute an acceptance of the Work or any part thereof, before its entire completion and final acceptance.

24. 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.

25. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

26. If any provision of this Contract is declared or found to be prohibited, unenforceable or void, the Parties will negotiate in good faith to agree upon a substitute provision that is valid, binding, and enforceable, and is consistent with the intentions underlying the original provision. If the Parties are unable to agree upon such substitute provision, the original provision will be stricken. If the remainder of this Contract is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

27. This Agreement, including any referenced Exhibits, constitutes the entire contract between the Parties. No modification, amendment, or waiver of any provision of this contract will be effective unless in writing and signed by both parties hereto. This Agreement represents the entire understanding between the parties and supersedes and replaces all other agreements related to this subject matter.

28. No delay or failure by either Party to exercise any right or power under this Contract will constitute a waiver of that right, unless expressly provided otherwise herein. A waiver by any Party of any of the covenants, conditions, or agreements to be performed by the other Party, or any breach thereof, will not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained. No change, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which

such change, waiver, or discharge is sought to be enforced.

29. Contractor acknowledges that Owner is subject to the Connecticut Freedom of Information Act ("FOIA"). No information provided to Owner by Contractor or any Subcontractor, shall be considered confidential, irrespective of any representation to the contrary, with the exception of the provisions contained in C.G.S. §1-210(b). The Owner shall have full authority as to whether it will invoke an exemption to a FOIA request. Contractor agrees that they will comply with any and all FOIA requests placed upon the Owner that involve this Contract and any work conducted in relation thereto. In no event shall Owner have any liability for the disclosure of documents or information in its possession which Owner believes it is required to disclose pursuant to FOIA or any other law.

30. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile, email or other electronic transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person. The Parties may affix their signatures electronically to this Agreement by typing their names on the signature lines below ("Electronic Signature"). A Party who executes this Agreement by Electronic Signature agrees that such signature is the legal equivalent to a hand-written signature on this Agreement, which shall have the same binding legal effect as if the Party had personally signed his or her name to paper.

31. Contractor is required to perform Employee Background Screening as imposed by Section 2 of the Public Act 16-67, which amended Conn. Gen. Stat. section 10-222c. All signed and completed background checks are to be submitted to Greenwich Board of Education via secure email link: [background\\_department@greenwich.k12.ct.us](mailto:background_department@greenwich.k12.ct.us).

Dated at Greenwich, Connecticut,

\_\_\_\_\_

**GREENWICH BOARD OF EDUCATION,            TOWN OF GREENWICH**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**THE CONTRACTOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Insurance Requirement Sheet**

**EXHIBIT A**

**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. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 36 months, contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the contract with the Town, for a minimum of months following the later of (i) contractor's completion and Town's acceptance of all services required under the contract, or, (ii) Town or contractor termination of contract, or, (iii) the expiration of the claims made policy. 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.

- A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 Aggregate and \$1,000,000 per occurrence including:
  - 1. Commercial General Liability which meets or exceeds the coverage in Commercial General Liability ISO Form CG 00011001 or CG 00010413, including contractual liability.
  - 2. Town of Greenwich as additional insured. Contractor's insurance must be primary and non contributory – and stated as such in the Description of Operations section of the Acord form.
  - 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: \_\_\_\_\_.
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH**  
(Also indicate on Acord Certificate of Insurance)  
101 Field Point Road, Greenwich, CT 06830.

**The Description of Operations on the Acord certificate of insurance must state the Project Name, the Contract Number and the following:** "Town of Greenwich, Greenwich Board of Education, Greenwich Public Schools and Riverside School Building Committee is additional insured, Contractor's insurance is primary and non-contributory, General Liability coverage meets or exceeds the coverage in Commercial General Liability ISO Form CG 00 01 10 01, or CG 00 01 04 13, including contractual liability. Town of Greenwich will be given 30 days prior written notice of cancellation, lapse or restrictive amendment (except 10 days' notice of non-payment) of the policies listed on the Acord form."

The Acord certificate of insurance form must be executed by your insurance agent/broker. The most current Acord form should be used. Company name and address must conform on all documents including insurance documentation. List the individual insurance companies, rather than the insurance group, on the Acord form. Check the appropriate box to indicate Town of Greenwich, Greenwich Board of Education, Greenwich Public Schools and The Riverside School Building Committee are endorsed as an additional insured. 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/Board of Education  
290 Greenwich Avenue – Havemeyer Building  
Greenwich, CT 06830

Town of Greenwich/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, The Greenwich Board of Education and Greenwich Public Schools 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

