

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

EUGENE H. WATTS
Director of Purchasing

June 2, 2026

Dear Sir/Madam:

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

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

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

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

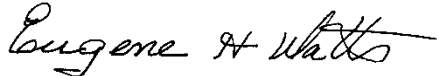
Occupational and Physical Therapy Services Proposal

Opening Date: June 22, 2026

Opening Time: 10:30 a.m.

RFP Number: 2577-26

Very truly yours,



Eugene H. Watts

BACKGROUND

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

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

MINIMUM QUALIFICATIONS

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

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

INTRODUCTION

1. PURPOSE

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

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

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

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

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

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

Each proposal must include the following responsibilities of agency:

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

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

Community Connections

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

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

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

3. Summer School 2026 requirements

- a. Schedule July 1 – August 12 (July 4th holiday) are preparation days.
 - b. 4-5 OTs /2 PTs
 - c. Prep 28, 29, 30
4. Proposers may bid on clusters of schools or the total district. The Greenwich Board of Education reserves the right to accept the proposal or proposals of the lowest qualified proposer. We reserve the right to assign one service provider (one OT and/or one PT) per school. The Board of Education reserves the right to decrease the hours of service provided by the proposer(s) contingent upon the number of service providers employed directly by the district. We may accept the proposal as a whole, to reject any and all proposals, and to waive any omission or informalities in any proposal.

5. Scope

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

6. Contract Length

This Request for Proposal is for awarding a contract to cover a twelve (12) month period beginning July 1, 2026 through June 30, 2027. Once the proposal is awarded, the vendor must make arrangements to meet with Greenwich Public Schools SESS Department as soon as possible this for the purpose of Creditation and case transfers.

7. Option to extend:

The Board of Education may at their option and with the approval of the Company, extend the period of this agreement for the 2027/2028, 2028/2029, 2029/2030 and 2030/2031 fiscal years. The Company shall be notified in writing by Greenwich Public Schools if the Board of Education intends to extend the contract period at least fourteen (14) calendar days prior to the expiration of the original contract.

8. Proposal Evaluation:

The evaluation of the proposals will be accomplished by an evaluation team, to be designed by GPS, which will determine the proposal most advantageous to the District. Proposals that pass preliminary screening and minimum qualifications will be evaluated based on information provided in the proposal.

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

9. Proposal Evaluation Criteria:

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

10. Award of Contract:

The Board of Education reserves the right to award a contract to one or more qualified firms or individuals whose proposals are determined to provide fair and reasonable compensation in consideration of budgetary limitations, scope, complexity, and the nature of the goods and/or services required.

All proposers must meet the Town of Greenwich contract requirements. A sample contract, including insurance requirements, is attached for review. Please ensure that your company is able to comply with all contract and insurance requirements prior to submitting a proposal.

Contract:

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

11. Employee Assignment:

- a. The proposer agrees that personnel may be requested to undergo a background investigation by the Board of Education prior to the start of any work assignment and that personnel may be disqualified from work assignments on this basis.
- b. Prior to any specific work assignments, the Department may require a resume for each employee proposed for a specific task. These resumes, when requested, must be sent to and will be kept on file, at the Board of Education.
- c. The Department shall have the right to interview all prospective personnel to be assigned, and to accept or reject them based upon specific or general skills required and the background and experience of each individual referred by the proposer.
- d. Project policies, standards, and procedures established by the Department shall be followed by personnel. The proposer, and its employees, shall conform in all respects with physical, fire, or other published security regulations while on the premises of the Department. Personnel assigned by proposer shall at all times during such assignment be and remain the employee of the proposer, who shall be solely responsible for the payment of entire compensation earned in connection with the subject matter of this contract, including provision for withholding all employee taxes, social security taxes, Federal income tax, State income tax, and any other taxes normally associated with having employees such as Social Security matching, unemployment insurance, etc. The proposer will be responsible for any benefits such as health insurance, retirement pension plan, and life insurance that the respondent may offer employees as benefits.
- e. The proposer and employees shall refrain from discussing with any unauthorized persons any information obtained in the performance of a resultant assignment. No unrelated business may be conducted on the Board of Education premises.
- f. The proposer shall not hire any department personnel to either full or part-time positions without the prior written consent of the department.
- g. Collaboration and planning with district Pupil Personnel Services Company needs to provide:
 - Mentorship for newly hired personnel for transition to Greenwich Public Schools.
 - Professional Learning for OT/PT staff based on current research-based practices and regulations and compliance with IDEA.

12. Acceptance:

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

13. GENERAL TERMS AND CONDITIONS

- a. Sealed proposals for furnishing these services to Greenwich Public Schools, as specified on the attached proposal specification sheets, will be received at the time and date below. All proposers and other interested persons are invited to be present at the opening of these proposals which will take place at the Board of Education. Proposers are urged to read all documents carefully and fill out all information requested. Proposals which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection.
- b. The Board of Education reserves the right to waive any informality in the proposal or reject any or all proposals or to accept any proposal that appears to be in the best interest of the Board. Any proposal may be withdrawn prior to the opening time and date. Any proposal received after the time and date as specified will not be considered.
- c. The Board of Education will consider proximity of vendor's service as a factor in determining lowest responsible proposal. The proposers' company must be within a sixty (60) mile radius of the Greenwich Board of Education.
- d. If the Board of Education deems it necessary, the Board of Education may postpone the date for the opening of this proposal by notifying each proposer by telephone, mail or the issuing of an addendum.
- e. The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform the work and the proposer shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any proposal where, on investigation, the evidence or information submitted by such proposers does not satisfy the Board of Education that the proposer is qualified to carry out properly the terms of the contract.
- f. Consumption or use of alcohol and/or drugs is prohibited on School Property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all School Buildings and on school grounds.

- g. The Greenwich Board of Education reserves the right to accept the proposal or proposals of the lowest qualified proposer, kind, quality and material being equal, to select a single item from the proposer, or to accept the proposal as a whole; to reject any and all proposals, and to waive any omission or informalities in any proposal.
- h. The Bidder/Proposer is required to do Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.
- i. The Bidder/Proposer must have staff in place to begin service on July 1, 2026

14. TAX

No amount shall be added for the Connecticut Sales Tax or Federal Tax. The Greenwich Public School system is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Taxes must not be included in the proposal price.

15. QUESTIONS

Questions concerning this Bid will be received by e-mail only directed to the Bid Department at: (bid_department@greenwich.k12.ct.us). In the subject line you must put Proposal #2577-26 OT/PT Services. All questions must be received no later than noon June 8, 2026. All answers will be posted as an addendum to our website, www.greenwicschools.org no later than noon on June 16, 2026. Failure to comply with these conditions will result in the proposer waving his/her right to dispute the Proposal specifications and conditions. It is the proposer's responsibility to check our website for all addenda up to the day before the opening date.

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

PROPOSAL COST SHEET

OCCUPATIONAL THERAPY / PHYSICAL THERAPY 2026/2027	\$ _____
OCCUPATIONAL THERAPY / PHYSICAL THERAPY 2027/2028	\$ _____
OCCUPATIONAL THERAPY / PHYSICAL THERAPY 2028/2029	\$ _____
OCCUPATIONAL THERAPY / PHYSICAL THERAPY 2029/2030	\$ _____
OCCUPATIONAL THERAPY / PHYSICAL THERAPY 2030/2031	\$ _____
	TOTAL: \$ _____

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

REFERENCES:

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

1. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

2. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

3. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

4. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

5. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

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.

<u>PLEASE CHECK THE APPROPRIATE BOX</u>		<u>YES</u>	<u>NO</u>
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	\$1,000,000.00	<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 Within Two (2) Weeks		<input type="checkbox"/>	<input type="checkbox"/>
9. Able to Provide the Town with Thirty (30) Days Prior 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

**Occupational and Physical Therapy Services
REPLY SHEET (Page 1 of 2)
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. 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 # 2577-26 DEADLINE: 6/22/26 at 10:30 a.m.

Occupational and Physical Therapy 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."

W I T N E S S E T H:

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. 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.

Dated at Greenwich, Connecticut,

GREENWICH BOARD OF EDUCATION, TOWN OF GREENWICH

By: _____

Its: _____

THE CONTRACTOR

By: _____

Its: _____

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** _____

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

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.											
POLICY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS						
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY * CLAIMS MADE OCCUR * _____ * _____ GENERAL AGGREGATE LIMIT APPLIES PER: * POLICY *PROJECT * LOC				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG						
	AUTOMOBILE LIABILITY * ANY AUTO ALL OWNED AUTOS * SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS * _____ *				COMBINED SINGLE LIMIT (Ea. accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)						
T	GARAGE LIABILITY * ANY AUTO *				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG						
	EXCESS LIABILITY * OCCUR * CLAIMS MADE * DEDUCTIBLE * RETENTION \$				EACH OCCURRENCE AGGREGATE						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				POLICY LIMITS	COVER					
	Professional Liability				E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS											
The Town of Greenwich The Greenwich Board of Education and Greenwich Public Schools are named as additional insured for Contract # _____. It is agreed by both parties to Contract No ____ that the Contractors insurance will be primary and non-contributory											
CERTIFICATE HOLDER				X ADDITIONAL INSURED; INSURER LETTER: _____				CANCELLATION			
Certificate Holder: Town of Greenwich 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							