

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

EUGENE H. WATTS
Manager of School Procurement

September 17, 2026

Dear Sir/Madam:

You are invited to submit a proposal for furnishing Stage Curtain Replacement to Greenwich Public Schools for the 2026/2027 school year. The enclosed proposal specification details 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. The completed Proposal Form, including the single Total Base Proposal Price, must be included with the submission. Each proposal must be submitted and clearly marked as one (1) original, three (3) printed copies, and one (1) electronic copy on an unprotected USB flash drive in PDF format. Proposers must submit proposals in a clear, concise and legible manner to permit proper evaluation of responsive proposal. Faxed, emailed or late proposals will not be accepted however, hand delivered, mailed or overnight proposals will be accepted Monday through Friday between the hours of 8:30am - 3:30pm at: Greenwich Public Schools 290 Greenwich Avenue Greenwich, CT 06831.

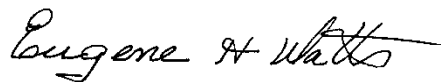
The original proposal and the required copies must be submitted in a sealed envelope clearly marked with the Vendor's name and address, along with the following information:

Proposal Title: Stage Curtains for Western Middle School - Proposal Number: 2584-26 Proposal Opening Date: October 14, 2026 - Proposal Opening Time: 11:00 a.m.**

Mandatory pre-proposal conference and site inspection will be held on September 24 2026 @ 1:00 p.m. at: Western Middle School, 1 Western Jr Hwy. Greenwich, CT. All prospective bidders planning to attend the mandatory pre-bid conference must confirm their attendance by emailing bid_department@greenwich.k12.ct.us prior to the conference date. The email should include the company name and the name(s) of all attendees.

Sealed Proposals for supplying the above will be received by the Purchasing Department at the above address until 11:00 a.m. at which time they will be opened and read publicly. All proposers and other interested people are invited to be present at the opening of these proposals.

Very truly yours,



Eugene H. Watts

REQUEST FOR PROPOSAL

Stage Curtain Replacement Western Middle School

The Greenwich Public Schools ("District") is soliciting sealed proposals from qualified contractors to furnish all labor, supervision, equipment, materials, transportation, permits, disposal services, and incidentals necessary for the complete replacement of the stage curtain system at Western Middle School.

The successful proposer shall remove the existing stage curtains, inspect the existing curtain track and rigging system, install the new stage curtains and associated hardware as specified, perform all necessary adjustments and testing, and leave the installation in complete operating condition.

The work shall be performed in accordance with these specifications and all applicable Federal, State of Connecticut, and local laws, regulations, codes, and safety standards.

Project Location

Western Middle School
1 Western Junior Highway
Greenwich, Connecticut 06830

Proposal Documents

It is the responsibility of each proposer to ensure they have received all addenda issued prior to the proposal opening.

Mandatory Pre-Proposal Walk-Through

Only contractors attending the mandatory walk-through will be eligible to submit a proposal. Failure to attend shall result in the proposal being declared non-responsive.

Proposal Submission

Sealed proposals shall be delivered to:

Greenwich Public Schools
Purchasing Department
290 Greenwich Avenue
Greenwich, Connecticut 06830

The outside of the envelope shall clearly state:

Proposal #2580-26 – Stage Curtain Replacement

Late, faxed, or emailed proposals will not be accepted.

Proposal Opening

Proposals will be publicly opened immediately following the submission deadline at the Greenwich Public Schools Purchasing Department. All interested parties are invited to attend.

District Information

The Town of Greenwich, Connecticut, is located approximately 30 miles northeast of New York City and is home to a population of approximately 64,000 residents. Greenwich Public Schools is recognized for its longstanding tradition of academic excellence and continues to enjoy strong support from the community.

The District serves approximately 8,700 students across fifteen schools, including eleven elementary schools (PreK–5), three middle schools (Grades 6–8), and one comprehensive high school (Grades 9–12). In addition to its traditional school programs, Greenwich Public Schools offers preschool services, specialized educational programs, and alternative high school opportunities designed to meet the diverse needs of its students.

Purpose

The purpose of this Invitation to Proposal is to obtain a qualified contractor to furnish all labor, supervision, materials, equipment, transportation, permits, disposal services, and incidentals necessary for the complete replacement of the existing stage curtain system located in the auditorium at Western Middle School.

- a. The project includes, but is not limited to:
- b. Removal and disposal of existing stage curtains.
- c. Inspection of the existing curtain track and rigging system.
- d. Installation of new stage curtains.
- e. Installation of all required hardware.
- f. Adjustment and testing of the completed curtain system.
- g. Final inspection.
- h. Cleanup and removal of all debris.

The intent is to provide a complete, fully operational, code-compliant stage curtain system meeting current industry standards and the specifications contained herein.

Contract Term

The successful contractor shall complete all work in accordance with the Notice to Proceed issued by Greenwich Public Schools.

Failure to meet the project schedule may constitute grounds for termination of the contract.

SECTION 2

INSTRUCTIONS TO PROPOSERS

1. INTENT

The Greenwich Public Schools ("District") is seeking sealed proposals from qualified and experienced contractors to furnish all labor, supervision, materials, equipment, transportation, permits, disposal services, and incidentals necessary for the complete replacement of the stage curtain system at Western Middle School.

The successful proposer shall provide a complete, fully operational stage curtain system in accordance with the requirements contained within these specifications.

2. EXAMINATION OF THE SITE

Each proposer is strongly encouraged to carefully examine the project site prior to submitting a proposal.

A mandatory pre-proposal conference and site inspection has been scheduled to allow contractors to familiarize themselves with existing conditions, dimensions, curtain tracks, rigging, access limitations, storage areas, and all other conditions affecting the work.

Submission of a proposal shall constitute acknowledgment that the proposer has examined the site and is familiar with all existing conditions.

No additional compensation shall be allowed because of conditions that could reasonably have been determined through a site inspection.

3. MANDATORY PRE-PROPOSAL CONFERENCE

Attendance at the mandatory pre-proposal conference is required. Only contractors attending the mandatory pre-proposal meeting shall be permitted to submit a proposal.

Contractors shall sign the attendance sheet upon arrival. Failure to attend shall result in the proposal being deemed non-responsive.

4. PROPOSAL SUBMISSION REQUIREMENTS

Each proposer shall submit: One (1) original signed proposal three (3) printed copies one (1) electronic copy on a USB flash drive in non-PDF format

The proposal package shall include:

- Proposal Form
- References
- Non-Collusion Affidavit
- Insurance Acknowledgement
- Contractor Qualification Form
- Required Certifications
- Addenda Acknowledgement Form
- Any additional documentation requested within these specifications
- Incomplete proposals may be rejected.

5. BASE PROPOSAL PRICE

The single Total Base Proposal Price shall include all costs associated with the project, including but not limited to:

Labor, Supervision, Materials, Curtain fabrication, Hardware, Freight, Delivery, rigging adjustments, Equipment rental, Lifts, Disposal of existing curtains, Cleanup, Permits Insurance, Overhead, Profit and Warranty

No additional charges will be accepted after the proposal opening unless specifically requested in writing by Greenwich Public Schools.

6. QUESTIONS

Questions concerning this RFP will be received only by email directed to bid_department@greenwich.k12.ct.us In the "Subject" line you must put RFP #2584-26 Stage Curtain Replacement. All questions must be received no later than September 30 , 2026 12:00 noon EST and all responses will be posted to the website no later than October 7, 2026 at 3:00 p.m. Failure to comply with these conditions will result in the proposer waiving 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. Only questions received to the above email will be answered.

7. ADDENDA

Any interpretation, correction, or change to the Proposal Documents shall be made only by written addendum issued by the Purchasing Department. Each proposer shall acknowledge receipt of all addenda on the Proposal Form. Failure to acknowledge addenda may result in rejection of the proposal.

8. CONTRACTOR QUALIFICATIONS

The contractor shall demonstrate a minimum of five (5) years of successful experience installing stage curtain systems of similar size and complexity.

Preference will be given to contractors who specialize in auditorium stage equipment and theatrical curtain installations.

The contractor shall provide documentation demonstrating experience on projects of comparable scope for public schools, colleges, universities, performing arts centers, or municipal facilities.

9. REFERENCES

Each proposer shall submit a minimum of three (3) references for projects completed within the past five years.

Each reference shall include:

Owner, Project Name, Address, Contact Person, Telephone Number, Email Address Year Completed .

Greenwich Public Schools reserves the right to contact any reference provided.

10. PROPOSAL EVALUATION

- a. Proposals will be evaluated using, but not limited to, the following criteria:
- b. Compliance with Proposal Specifications
- c. Total Base Proposal Price
- d. Contractor Qualifications
- e. Similar Project Experience
- f. References
- g. Financial Stability
- h. Quality of Proposed Products
- i. Ability to Meet Project Schedule
- j. Warranty
- k. Service Capabilities
- l. Past Performance
- m. Completeness of Proposal Submission

The District reserves the right to investigate any proposer's qualifications before making an award.

11. AWARD OF CONTRACT

The contract shall be awarded to the responsible and qualified proposer whose proposal is determined to offer the best value and to be in the best interest of Greenwich Public Schools.

The District reserves the right to:

- a. Reject any or all proposals.
- b. Waive informalities or minor irregularities.
- c. Request clarification of any proposal.
- d. Request additional information.
- e. Negotiate minor modifications when in the best interest of the District.
- f. The District shall be the sole judge of proposer responsibility.

12. NOTICE OF AWARD

Following Board approval, the successful proposer shall receive a written Notice of Award.

1. Work shall not begin until:
2. Contract execution
3. Insurance approval
4. Background check compliance
5. Receipt of the Notice to Proceed

13. NOTICE TO PROCEED

No work shall begin until the contractor receives a written Notice to Proceed or a contract from Greenwich Public Schools.

14. PROJECT SCHEDULE

Following contract award, the successful contractor shall submit a detailed project schedule identifying:

- a. Shop Drawing Submission
- b. Material Procurement
- c. Fabrication
- d. Delivery
- e. Removal of Existing Curtains
- f. Installation
- g. Testing
- h. Final Inspection
- i. Project Completion
- j. The contractor shall immediately notify the District of any anticipated delays.

15. WORKING HOURS

Unless otherwise approved in writing, work shall be performed during normal District-approved working hours. Any work outside normal hours must receive prior written approval from Greenwich Public Schools. The contractor shall coordinate all work with the District to minimize disruption to school operations.

16. CLEANLINESS

The contractor shall maintain a clean and safe work area at all times. At the conclusion of each workday, all debris, packaging, waste materials, and equipment shall be removed from the premises or stored in approved locations. Town or school dumpsters shall not be used without prior written authorization.

17. SAFETY

The contractor shall comply with:

- a. OSHA Regulations
- b. Connecticut State Building Code
- c. Connecticut Fire Safety Code
- d. NFPA Standards
- e. Local Safety Regulations
- f. Greenwich Public Schools Safety Procedures

The contractor shall be solely responsible for the safety of employees, subcontractors, students, staff, and visitors during the performance of the work.

SECTION 3

SCOPE OF WORK

1. GENERAL

The purpose of this project is to furnish all labor, supervision, equipment, tools, materials, transportation, permits, testing, disposal services, and incidentals necessary to remove the existing stage curtain system and install a completely new stage curtain system.

The work shall result in a complete, fully operational, professionally installed stage curtain system meeting all applicable codes, manufacturer recommendations, and the requirements contained within these specifications.

The Contractor shall provide all work necessary whether specifically identified herein or reasonably inferred to produce a complete installation.

SECTION 4

TECHNICAL SPECIFICATIONS

1. GENERAL

The Contractor shall furnish and install a complete stage curtain system consisting of new curtains, attachment hardware, accessories, and related materials as specified herein.

All materials shall be new, first quality, free from defects, and suitable for institutional use in a public-school auditorium.

All materials shall comply with current NFPA standards, applicable Connecticut Fire Safety Code requirements, and all manufacturer recommendations.

2. APPLICABLE STANDARDS

All products and installation shall comply with the latest editions of the following:

- NFPA 701 – Standard Methods of Fire Tests for Flame Propagation of Textiles and Films
- OSHA Regulations
- International Building Code (IBC)
- Connecticut State Building Code
- Connecticut Fire Safety Code
- ANSI Standards where applicable
- Manufacturer installation standards

3. CURTAIN FABRIC

- All curtain fabrics shall be:
- First quality
- Free from visible defects
- Uniform in color
- Manufactured from the same dye lot
- Specifically manufactured for theatrical stage applications
- Suitable for institutional use

The Contractor shall submit manufacturer's documentation verifying compliance.

4. FLAME RESISTANCE

All stage curtains shall be permanently flame resistant (IFR) or inherently flame resistant and shall comply with NFPA 701.

Flame-retardant treatments requiring periodic retreatment will **not** be accepted unless specifically approved by Greenwich Public Schools.

The Contractor shall submit:

NFPA 701 certification

Manufacturer's fire-test documentation

Product data sheets

Certification of compliance

Each curtain shall have a permanently attached manufacturer's label identifying its fire-resistance classification.

5. FABRIC WEIGHT

Unless otherwise approved, the following minimum fabric weights shall apply:

Curtain	Minimum Weight
N/A	N/A
Valance	25 oz. Velour
Borders	25 oz. Velour
Legs	25 oz. Velour
Rear Curtain	25 oz. Velour

Equivalent heavier-weight products may be submitted for approval.

6. ACCEPTABLE MANUFACTURERS

The following manufacturers are considered acceptable:

- J.R. Clancy
- Rose Brand
- Sew What? Inc.
- Syracuse Scenery & Stage Lighting Co.
- Georgia Stage
- BMI Supply
- Stage Decoration & Supplies
- Apollo Design Technology
- Approved equal manufacturers may be considered provided they meet all specifications.

7. COLOR SELECTION

Final curtain colors shall be selected by Greenwich Public Schools after award of contract.

The Contractor shall provide a complete color selection package including:

Fabric samples, Color cards, Available finishes and Manufacturer color charts

No materials shall be fabricated until written color approval has been received.

8. FABRICATION REQUIREMENTS

- a. All curtains shall be professionally fabricated.
- b. Fabrication shall include:
 - c. Straight vertical seams
 - d. Double-stitched hems
 - e. Reinforced top hems
 - f. Weighted bottom hems
 - g. Uniform pleats
 - h. Square corners
 - i. Proper alignment
 - j. Professional workmanship throughout
- k. All seams shall be sewn. Adhesives shall not be permitted.

9. TOP HEMS

Top hems shall be reinforced using heavy-duty jute webbing not less than 3½ inches wide. Webbing shall be securely double stitched. Attachment hardware shall be evenly spaced.

10. PLEATS

Main curtains and valances shall be fabricated with:

100% fullness

Box pleats

Pleats spaced approximately 12 inches on center

Pleats shall be uniform in appearance.

11. GROMMETS

Curtains shall include heavy-duty brass grommets.

Minimum requirements:

Even spacing

Centered on each pleat

Reinforced installation

Secure attachment

No plastic grommets shall be permitted.

12. SNAP HOOKS

Provide heavy-duty theatrical snap hooks compatible with the existing curtain carriers. Hooks shall be corrosion resistant. All hardware shall be rated for theatrical curtain applications.

13. WEIGHTED BOTTOM HEMS

Floor-length curtains shall include weighted bottom hems. Weights shall provide proper curtain drape while preventing excessive movement. Weight tape or chain weights shall be completely enclosed.

14. N/A

N/A

15. VALANCE

Provide one decorative valance.

The valance shall:

Match the front curtain

Maintain consistent fullness

Include reinforced top webbing

Include weighted bottom hem

Be professionally fabricated

16. BORDERS

Provide new stage borders matching the selected curtain fabric.

Borders shall:

Be straight and level

Include reinforced attachment points

Maintain uniform appearance

Conceal overhead equipment where intended

17. LEGS

Provide new side masking legs.

Legs shall:

Match curtain fabric

Hang plumb

Be wrinkle free

Include reinforced tie locations

Be fabricated with weighted hems

18. TORMENTORS

Provide new tormentors where indicated.

Tormentors shall match the remaining curtain system in:

Fabric

Color

Finish

Flame resistance

Construction

19. REAR CURTAIN

Provide one rear curtain assembly.

Rear curtain shall:

Match overall appearance

Operate properly

Include reinforced top

Include weighted hem

Be compatible with existing track system

20. THREAD

Thread shall be:

High-strength polyester

Color matched

Mildew resistant

UV resistant

21. LABELING

Each curtain shall contain a permanently attached manufacturer's label identifying:

Manufacturer

Fabric Type

Date Manufactured

Flame Resistance Classification

NFPA 701 Compliance

Labels shall be installed in an inconspicuous location.

22. SHOP DRAWINGS

Prior to fabrication, the Contractor shall submit shop drawings indicating:

Curtain dimensions

Pleat spacing

Hardware layout

Attachment methods

Track connections

Fabric identification

Weight details

Installation details

No fabrication shall begin until shop drawings have been approved by Greenwich Public Schools.

23. PRODUCT SUBMITTALS

Within fifteen (15) calendar days of award, the Contractor shall submit:

Manufacturer brochures

Product data sheets

Fabric specifications

Flame certification

Shop drawings

Hardware information

Installation procedures

Maintenance recommendations

Warranty documentation

24. SUBSTITUTIONS

Manufacturers listed in these specifications establish the quality standard required. Requests for substitutions must be submitted in writing no later than the deadline for questions.

The request shall include:

Product literature

Technical specifications

Independent test reports

Installation references

Warranty information

Documentation demonstrating equal or superior performance

Approval of a substitution shall be made only through a written addendum issued by Greenwich Public Schools prior to the proposal opening. No substitutions will be accepted after the proposal opening unless specifically requested by the District.

SECTION 5

INSTALLATION, QUALITY ASSURANCE, TESTING, WARRANTY, AND PROJECT CLOSEOUT

1. CONTRACTOR QUALIFICATIONS

The successful Contractor shall be a firm regularly engaged in the fabrication and installation of theatrical stage curtain systems.

The Contractor shall have a minimum of five (5) years of documented experience performing work of similar size and complexity in K–12 schools, colleges, universities, municipal buildings, or performing arts facilities.

Upon request, the Contractor shall provide documentation demonstrating experience on comparable projects, including project descriptions, owner references, and photographs.

Greenwich Public Schools reserves the right to reject any proposer determined not to possess the experience, personnel, equipment, or financial resources necessary to successfully complete the project.

2. INSTALLER QUALIFICATIONS

Installation shall be performed by experienced personnel who regularly install theatrical stage curtain systems. All installers shall be trained in the products being installed and shall follow the manufacturer's written installation procedures. The District reserves the right to request documentation of installer qualifications prior to the start of work.

3. PRE-INSTALLATION MEETING

Prior to beginning work, the successful Contractor shall attend a pre-installation meeting with representatives of Greenwich Public Schools.

The meeting shall review, at a minimum:

Project schedule

Working hours

Building access

Material delivery

Safety procedures

Protection of existing finishes

Coordination with school activities

Communication procedures

Final inspection requirements

4. PROJECT COORDINATION

The Contractor shall coordinate all work with Greenwich Public Schools and provide advance notice of deliveries, equipment needs, and any activity that may interfere with school operations.

The District reserves the right to temporarily suspend work if school activities or emergencies require access to the work area.

5. DELIVERY AND STORAGE

All materials shall be delivered in the manufacturer's original packaging. Materials shall be stored in clean, dry, secure areas approved by Greenwich Public Schools.

Curtain fabrics shall be protected from:

Moisture

Dirt

Sunlight

Excessive heat

Physical damage

Damaged materials shall not be installed.

6. PROTECTION OF THE FACILITY

The Contractor shall protect all existing building components during the course of the project.

Protection shall include, but not be limited to:

Stage flooring

Wood finishes

Walls

Seating

Lighting equipment

Audio/visual equipment

Curtains designated to remain

Mechanical systems

Electrical systems

Fire alarm devices

Any damage caused by the Contractor shall be repaired or replaced at no cost to Greenwich Public Schools.

7. INSTALLATION REQUIREMENTS

All work shall be performed in accordance with:

Manufacturer's written instructions

Industry best practices

OSHA regulations

Connecticut State Building Code

Connecticut Fire Safety Code

NFPA 701

Applicable local codes

The completed installation shall be level, plumb, secure, and free from defects.

8. TESTING

Following installation, the Contractor shall perform operational testing of the complete curtain system.

Testing shall verify:

Smooth curtain operation

Proper alignment

Correct tracking

Proper overlap

Full range of travel

Secure attachment hardware

Proper operation of all moving components

Any deficiencies identified during testing shall be corrected before requesting final inspection.

9. OWNER DEMONSTRATION

Upon completion of the work, the Contractor shall demonstrate the proper operation of the stage curtain system to Greenwich Public Schools personnel.

The demonstration shall include:

Opening and closing procedures

Proper handling of curtains

Operating limitations

Routine maintenance recommendations

Safety precautions

10. CLOSEOUT DOCUMENTS

Prior to final payment, the Contractor shall submit the following:

Manufacturer warranties

Contractor workmanship warranty

NFPA 701 flame-resistance certifications

Product data sheets

Maintenance instructions

Cleaning recommendations

Final approved shop drawings

List of installed products

Contact information for warranty service

Electronic copies in PDF format shall also be provided.

11. WARRANTY

The Contractor shall warrant all workmanship for a period of **one (1) year** from the date of final acceptance by Greenwich Public Schools.

During the warranty period, the Contractor shall repair or replace, at no cost to the District, any defects resulting from:

Faulty workmanship

Improper installation

Defective hardware supplied by the Contractor

Improper adjustment

Failure of installation components

Manufacturer warranties that exceed one year shall be transferred to Greenwich Public Schools upon project completion.

12. WARRANTY RESPONSE

The Contractor shall acknowledge all warranty service requests within two (2) business days. Warranty repairs shall begin within five (5) business days unless otherwise approved by Greenwich Public Schools.

Emergency conditions affecting the safe operation of the stage curtain system shall receive immediate attention.

13. PUNCH LIST

Following the final inspection, Greenwich Public Schools may issue a written punch list identifying incomplete or deficient work. The Contractor shall complete all punch list items within ten (10) calendar days unless another schedule is approved by the District. Final payment may be withheld until all punch list items have been satisfactorily completed.

14. FINAL ACCEPTANCE

Final acceptance of the project shall occur only after:

All work has been completed in accordance with the Contract Documents.

All required inspections have been successfully completed.

All testing has been performed.

All closeout documents have been received and approved.

All punch list items have been completed.

The work has been accepted by Greenwich Public Schools.

Final acceptance does not relieve the Contractor of warranty obligations or responsibility for latent defects.

15. BACKGROUND CHECK REQUIREMENTS

Because work may occur on school property, the successful Contractor shall comply with **Connecticut General Statutes § 10-222c**, as amended, and all Greenwich Public Schools policies regarding criminal history background checks.

The Contractor shall ensure that all employees and subcontractors assigned to the project have successfully completed all required background checks before entering occupied school facilities.

Documentation shall be provided to the District upon request.

16. INSURANCE REQUIREMENTS

Before beginning work, the successful Contractor shall furnish certificates of insurance meeting the requirements of Greenwich Public Schools.

The certificates shall name:

The Town of Greenwich, Greenwich Public Schools and Greenwich Board of Ed as Additional Insureds for the duration of the project.

Insurance shall remain in effect throughout the contract term and any warranty work performed under this contract. Failure to maintain the required insurance may result in suspension of work or termination of the contract.

INSURANCE PROCEDURE

PLEASE NOTE:

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

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the proposal documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for PROPOSAL. Any PROPOSAL 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 PROPOSAL cost reflects any additional costs relating to insurance requirements for this work.

Signature

Date

17. PROJECT COMPLETION

Upon completion of all work, the Contractor shall remove all personnel, tools, equipment, temporary protection, debris, and waste materials from the project site.

The auditorium, stage, backstage areas, and surrounding spaces shall be left in clean, safe, and ready-for-use condition.

No project shall be considered complete until accepted in writing by Greenwich Public Schools.

SECTION 6

PROPOSAL FORM AND BASE PRICE

PROPOSAL FORM

Stage Curtain Replacement at Western Middle School
Greenwich Public Schools
290 Greenwich Ave
Greenwich, Connecticut 06830

The undersigned, having carefully examined the Proposal Documents, attended the mandatory site inspection, and become familiar with all existing conditions affecting the work, hereby proposes to furnish all labor, supervision, materials, equipment, transportation, tools, permits, insurance, removal, disposal, testing, warranty services, closeout documentation, and all incidentals necessary to complete the Stage Curtain Replacement project at Western Middle School in strict accordance with the Contract Documents.

The proposer certifies that the Base Proposal Price below is a single, firm, lump-sum price that includes every cost necessary to provide a complete, fully operational, code-compliant stage curtain system. No itemized pricing, unit pricing, allowances, or alternate pricing shall be submitted or considered.

BASE PROPOSAL PRICE

The Base Proposal Price shall include, without limitation, field verification; removal and disposal of the existing stage curtains; inspection of the existing curtain track and rigging system; all specified curtains, fabrication, hardware, freight, delivery, installation labor, equipment and lifts; adjustments and testing; permits; insurance; overhead; profit; cleanup; warranties; closeout documentation; and all other work necessary for a complete installation.

Total Base Proposal Price: \$ _____

Written Amount: _____

This Total Base Proposal Price is the sole price requested for the complete project.

PROJECT SCHEDULE

The Contractor agrees to begin work upon receipt of the Notice to Proceed and complete all work within:

_____ **Calendar Days** after receipt of the Notice to Proceed.

ADDENDA

The Proposer acknowledges receipt of the following Addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

PROPOSER CERTIFICATION

The undersigned certifies that:

The Proposal has been prepared independently.

The Proposer has examined the site.

The Proposer has examined all Contract Documents.

The Proposer has included all costs necessary to complete the work.

The Proposer possesses the experience and qualifications necessary to complete the project.

The Proposer agrees to enter into a contract if awarded.

COMPANY INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____

Email _____

Website _____

CT Contractor License Number _____

Federal Tax ID _____

Years in Business _____

AUTHORIZED REPRESENTATIVE

Name _____

Title _____

Signature _____

Date _____

NON-COLLUSION AFFIDAVIT

The undersigned certifies that:

This proposal has been prepared without collusion with any other proposer.

No officer, employee, or agent of Greenwich Public Schools has any financial interest in this proposal.

No gratuities or inducements have been offered to any public official in connection with this proposal.

The Proposer certifies that all statements contained herein are true and correct.

Company

Authorized Signature

Printed Name

Title

Date

CONTRACTOR QUALIFICATION FORM

Contractor Name

Years Installing Stage Curtain Systems

Number of K–12 School Projects Completed

Number of Public Auditorium Projects Completed

Largest Stage Curtain Project Completed

Number of Full-Time Installers

Number of Service Technicians

Manufacturer Certifications (if applicable)

REFERENCES

Provide a minimum of five (5) projects completed within the last five (5) years.

Owner	Project	Contact	Phone	Email	Year

SECTION 7

GENERAL TERMS AND CONDITIONS

1. GENERAL

These General Terms and Conditions shall apply to all work performed under this Request for Proposal and shall become part of the Contract awarded by Greenwich Public Schools.

The successful proposer agrees to perform all work in accordance with these specifications and all applicable federal, state, and local laws, codes, regulations, and ordinances.

2. CONTRACT DOCUMENTS

The Contract Documents shall consist of:

Request for Proposal

Instructions to Proposers

General Terms and Conditions

Scope of Work

Technical Specifications

Proposal Form

Addenda

Contractor's Proposal

Notice of Award

Notice to Proceed

Executed Contract

Insurance Certificates

Performance Bond (if required)

In the event of a conflict between Contract Documents, the more stringent requirement shall apply unless otherwise determined by Greenwich Public Schools.

3. INTERPRETATION OF DOCUMENTS

Should any proposer discover discrepancies, omissions, ambiguities, or conflicts within the Proposal Documents, the proposer shall immediately notify the Purchasing Department in writing.

Failure to request clarification prior to proposal opening shall constitute acceptance of the Contract Documents as written.

4. RIGHT TO REJECT PROPOSALS

Greenwich Public Schools reserves the right to:

Reject any or all proposals.

Waive informalities or technical irregularities.

Request clarification of any proposal.

Request additional information from proposers.

Award the complete project to one proposer.

Cancel the solicitation if determined to be in the District's best interest.

The District shall be the sole judge of proposer responsibility and responsiveness.

5. PROPOSAL WITHDRAWAL

A proposer may withdraw its proposal at any time prior to the official proposal opening.

After the proposal opening, proposals shall remain firm and irrevocable for a period of **ninety (90) calendar days**.

6. CHANGE ORDERS

No changes in the scope of work shall be performed without prior written authorization from Greenwich Public Schools.

Any work performed without written approval shall be considered unauthorized and shall not be eligible for payment.

7. EXTRA WORK

If unforeseen conditions require additional work, the Contractor shall submit:

Written description

Reason for the additional work

Cost proposal

Time extension request (if applicable)

No extra work shall begin until written authorization has been issued by Greenwich Public Schools.

8. PAYMENT

Invoices shall be submitted upon completion of the work unless otherwise approved by the District.

Each invoice shall include:

Contract Number

Description of Work Completed

Date(s) of Service

Total Amount Due

Payment shall be made in accordance with the Town of Greenwich and Greenwich Public Schools payment procedures.

9. TAX EXEMPTION

Greenwich Public Schools is exempt from Connecticut Sales Tax and Federal Excise Tax. No taxes shall be included in the proposal price. Tax exemption certificates shall be provided upon request.

10. LAWS AND REGULATIONS

The Contractor shall comply with all applicable:

Federal laws

Connecticut General Statutes

OSHA regulations

Connecticut Building Code

Connecticut Fire Safety Code

Department of Labor regulations

Americans with Disabilities Act (ADA)

Environmental regulations

Local ordinances

11. NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity or expression, age, national origin, ancestry, disability, veteran status, marital status, sexual orientation, or any other protected classification under applicable law.

The Contractor shall comply with all applicable Equal Employment Opportunity requirements.

12. EMPLOYEE CONDUCT

All Contractor personnel shall conduct themselves in a professional manner while on school property.

The following shall be strictly prohibited:

Smoking or vaping on school property.

Possession or use of alcohol.

Possession or use of illegal drugs.

Possession of weapons unless authorized by law.

Offensive or inappropriate language.

Interaction with students except as necessary to perform the work.

Greenwich Public Schools reserves the right to require the immediate removal of any Contractor employee whose conduct is deemed unacceptable.

13. IDENTIFICATION

All Contractor employees shall wear company-issued identification at all times while on school property. The District may require visitor badges in addition to company identification.

14. BACKGROUND CHECKS

The successful Contractor shall comply with all employee criminal history background check requirements pursuant to **Connecticut General Statutes §10-222c**, as amended, and Greenwich Public Schools policies.

The Contractor shall be responsible for ensuring that all employees and subcontractors assigned to the project have successfully completed any required background checks before entering occupied school facilities.

15. INSURANCE

Prior to commencing work, the Contractor shall provide certificates of insurance meeting the requirements established by Greenwich Public Schools.

Insurance shall remain in force throughout the duration of the project and any warranty period where applicable.

Failure to maintain insurance may result in suspension or termination of the contract.

16. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Greenwich, Greenwich Public Schools, their officers, employees, agents, and representatives from and against all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligent acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the work.

Nothing herein shall be construed to require indemnification for the negligence or willful misconduct of the Town of Greenwich or Greenwich Public Schools.

17. DEFAULT

The District may declare the Contractor in default if the Contractor:

Fails to prosecute the work diligently.

Fails to comply with the Contract Documents.

Becomes insolvent or bankrupt.

Abandons the work.

Fails to maintain insurance.

Violates applicable laws.

Performs defective work and fails to correct deficiencies after written notice.

Upon default, Greenwich Public Schools may terminate the contract and complete the work by other means. Any additional costs incurred by the District may be charged to the Contractor.

18. TERMINATION FOR CONVENIENCE

Greenwich Public Schools reserves the right to terminate the contract, in whole or in part, whenever it is determined to be in the District's best interest. The Contractor shall be compensated only for satisfactory work completed through the effective date of termination.

19. FORCE MAJEURE

Neither party shall be considered in default for delays caused by events beyond its reasonable control, including but not limited to natural disasters, acts of government, labor disputes, epidemics, or other unforeseeable events.

The Contractor shall notify Greenwich Public Schools promptly of any such event and provide a proposed recovery schedule.

20. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Connecticut. Any legal action arising under this Contract shall be brought in a court of competent jurisdiction located within the State of Connecticut.

21. ASSIGNMENT

The Contractor shall not assign, transfer, or subcontract the Contract or any portion thereof without the prior written consent of Greenwich Public Schools.

22. SAFETY

The Contractor shall maintain a safe work environment at all times and shall comply with all OSHA regulations and applicable safety requirements.

The Contractor shall immediately report any accident, injury, or property damage occurring on school property to the District's designated representative.

23. CLEANUP

The Contractor shall maintain the work area in a clean and orderly condition throughout the project.

At project completion, all debris, packaging, tools, temporary protection, and waste materials shall be removed from the site.

The Contractor shall not use school or Town dumpsters without prior written approval.

24. FINAL ACCEPTANCE

Final acceptance shall occur only after:

Completion of all work.

Approval of all inspections.

Submission of required closeout documents.

Completion of all punch list items.

Written acceptance by Greenwich Public Schools.

Final payment shall not constitute acceptance of defective work or relieve the Contractor of warranty obligations.

GREENWICH BOARD OF EDUCATION

REQUEST FOR PROPOSAL # 2584-26 DEADLINE: 10/4/26 at 11:00 a.m.

Stage Curtain Replacement WMS

**** REPLY SHEET (Page 1 of 2)****

PROPOSER'S INFORMATION:

STATEMENT OF NON-COLLUSION

In submitting this proposal, the undersigned declares that this is made without any connection with any persons making another proposal on the same contract; that the 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 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 proposal, 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 proposal. If found to be false, the Town of Greenwich retains the right to reject said proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said proposal and contract or purchase order.

The Town of Greenwich Code of Ethics can be found at . 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:

PROPOSER'S COMPANY NAME: AWARD/CONTRACT SIGNATURE

The Proposer 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:

APPENDIX A

STAGE CURTAIN SCHEDULE

The Contractor shall verify all dimensions in the field prior to fabrication.

The curtain schedule below is provided for scope and field-verification purposes only.

Curtain	Quantity	Approximate Size	Fabric	Color
N/A	N/A			
Valance	1	Verify Field Dimensions	25 oz. IFR Velour	Match Main Curtain
Rear Curtain	1	Verify Field Dimensions	25 oz. IFR Velour	Owner Selection
Borders	Verify	Verify Field Dimensions	25 oz. IFR Velour	Black
Legs	Verify	Verify Field Dimensions	25 oz. IFR Velour	Black
Tormentors	Verify	Verify Field Dimensions	25 oz. IFR Velour	Black

The Contractor shall field measure all curtain openings prior to ordering materials.

Any discrepancy between field measurements and this schedule shall immediately be brought to the attention of Greenwich Public Schools.

APPENDIX B

CONTRACTOR CHECKLIST

Each proposal shall contain the following:

- ☐ Proposal Form
- ☐ Proposal Form with Total Base Proposal Price
- ☐ Company Information
- ☐ References
- ☐ Contractor Qualification Form
- ☐ Insurance Acknowledgment
- ☐ Non-Collusion Affidavit
- ☐ Addenda Acknowledgment
- ☐ Manufacturer Literature

- ☐ Product Specifications
- ☐ Flame Certification Information
- ☐ Shop Drawing Acknowledgment

Failure to provide all required documentation may result in the proposal being deemed non-responsive.

APPENDIX C

PROJECT CHECKLIST

The successful Contractor shall complete the following:

- ☐ Attend Pre-Construction Meeting
- ☐ Verify Field Dimensions
- ☐ Submit Shop Drawings
- ☐ Submit Product Data
- ☐ Submit Color Samples
- ☐ Submit Flame Certificates
- ☐ Submit Insurance Certificates
- ☐ Submit Project Schedule
- ☐ Coordinate Delivery
- ☐ Protect Existing Building
- ☐ Remove Existing Curtains
- ☐ Install New Curtain System
- ☐ Test Curtain Operation
- ☐ Demonstrate System Operation
- ☐ Submit Warranty Documents

- ☐ Submit Maintenance Manuals
- ☐ Complete Punch List
- ☐ Final Acceptance

APPENDIX D

WARRANTY CERTIFICATE

Project:

Western Middle School

Stage Curtain Replacement

Contractor

Manufacturer

Date Installed

Warranty Expiration

The Contractor certifies that all work performed under this Contract is free from defects in workmanship for a period of one (1) year from the date of final acceptance.

The Manufacturer's warranty shall also be transferred to Greenwich Public Schools.

Authorized Signature

Date _____

GREENWICH PUBLIC SCHOOLS
REQUEST FOR PROPOSAL # 2584-26 DEADLINE at 11:00 o'clock
Stage Curtains WMS
REPLY SHEET (Page 1 of 2)

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 PUBLIC SCHOOLS
REQUEST FOR PROPOSAL # 2584-26 DEADLINE at 11:00 o'clock
Stage Curtains WMS
REPLY SHEET (Page 1 of 2)

STATEMENT OF NON-COLLUSION

PROPOSERS 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.

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, executed this _____ day of _____ in the year Two Thousand Twenty-six (herein referred to as the "Agreement") by and between GREENWICH PUBLIC SCHOOLS, Town of Greenwich, Connecticut, (hereinafter referred to as the "Owner"), acting through _____ hereunto duly authorized, and _____, (hereinafter referred to as "Contractor") acting through _____, duly authorized. Owner and Contractor are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS:

Wherever the words hereinafter defined or pronouns used in their stead occur in the Agreement Documents, they shall have the following meaning:

"Contractor" shall mean the person or organization identified as such in this Agreement and shall include its authorized representative.

"Contracting Officer or Agency" shall mean that official of the Owner which awards the contract, executes the Agreement and any Purchase and Supplement Order(s) pursuant to this Agreement, and is the Owner's authorized representative.

"Work" shall mean the provision of equipment and labor to complete Purchase Order.

The Owner's Request for Bid/Proposal No. ____ (insert name of Bid Request), annexed hereto as Exhibit ____; the Contractor's Bid and Responses, including all addenda, attached hereto as Exhibit ____; and as accepted by the Owner in its Award Letter, annexed hereto as Exhibit ____; the conditions and specifications contained in this Agreement, and all addenda and amendments to any of the foregoing, collectively constitute the Contract Documents, for a total number of ____ pages, hereinafter referred to as the "Contract."

2. DESCRIPTION OF WORK:

See description of work as noted below. Any additional work is to be performed pursuant to Supplement Order(s) issued referencing the appropriate Contract number.

All work to be performed as per specifications in the Owner's Request for Bid/Proposal No. ____ (insert name of Bid), attached hereto as Exhibit __, the Contractor's Bid and Responses, including all addenda, attached hereto as Exhibit __, as accepted by the Owner in its Award Letter, annexed hereto as Exhibit __, and in accordance with the conditions and specifications as set forth in Service Contract # __, and all exhibits, addenda and amendments to this Contract.

3. PAYMENT AND PERIOD:

Base Contract period is:	through .
First option year is:	through .
Second option year is:	through .
Third option year is:	through .
Fourth option year is:	through .

The 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. The acceptance by the Contractor of any such payment shall be a release to the Owner of all claims and all liability to the Contractor in connection with the Agreement, arising during the period for which payment is made. No payment, however, shall operate to release the Contractor or its sureties or insurers from any obligation under the Agreement to be entered into or any insurance policies issued in connection with said contract. Payment shall be made on the basis of unit price and/or hourly rate as noted in the Contractor's Bid (attached hereto as Exhibit). The initial contract amount shall be the amount noted on the face sheet of this Agreement. Payment for additional work performed pursuant to Supplement Order(s) shall be in the amount stated on such Supplement Order(s).

4. PERFORMANCE MAINTENANCE AND PAYMENT BOND:

The Contractor shall, simultaneously with the signing of this Agreement, furnish the Owner with the executed Performance, Maintenance and Payment Bond of a surety company authorized to do business in the State of Connecticut, and acceptable to the Owner, in the sum of the full amount of the Contract obligation in the form provided by the Owner.

The above is only required for contracts exceeding \$100,000.00.

For contracts that require a Performance, Maintenance and Payment Bond, the Contractor shall maintain all of the specified required insurance coverage and continue to document the specified required insurance coverage for one (1) year after completion of the work of the contract (or other such time as the contract or other agreement requires).

5. CHANGES IN THE WORK AND AFFECT ON BONDS:

It is distinctly agreed and understood that any changes made in the work, or the Drawings, or Specifications (whether such changes increase or decrease the amount thereof or the time required for its performance), or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes, the liability of the surety on said bonds continue and remain in full force and effect.

Any increase in the Contract amount shall automatically result in a corresponding increase in the Performance, Maintenance and Payment Bond amount. Contractor will obtain, provide, and maintain said increased bond amount, as well as all of the specified required insurance coverage, and continue to document the specified required insurance coverage for one (1) year after completion of the work of the contract (or other such time as the contract or other agreement requires). Decreases in the Contract amount shall not, however, reduce the Bond amount.

6. INSURANCE:

The Contractor shall take out and maintain during the life of this Agreement the types and amounts of insurance as are set forth in the attached Exhibit A. At the time of the signing of this Agreement by the Contractor, 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.

7. CONTRACTOR AN INDEPENDENT CONTRACTOR:

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 the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Owner, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of 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 themselves out in any manner as being anything but an independent contractor of the Owner and may not use the Owner's name or the Owner's seal for any purpose and in any manner without the express permission of the Owner.

8. STANDARD OF OBLIGATION AND SERVICE:

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, or accompanying addenda, that is attached as an Exhibit to this Agreement, which Exhibit provides for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Agreement.

9. TERMINATION:

The Owner may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. Termination under this section shall not give rise to any claim against the Owner for damages for compensation in addition to that provided hereunder.

10. DEFECTIVE WORK:

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Agreement. Defective work shall be corrected and unsuitable materials, equipment apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment.

11. CONTRACT EXTENSION:

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.

12. GUARANTEE:

The Contractor guarantees that the work and services to be performed under the Agreement and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and materials, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Agreement during such one-year period, and also shall repair, correct or replace all damage to the work resulting from such failure.

If the manufacturer's warranty for equipment and materials installed is greater than the one-year period for warranty specified above, the warranty will be passed through to the Owner. Upon completion of the project by the Contractor and acceptance by the Owner, all warranties will be passed through to the Owner and all paperwork turned over to the Owner.

13. COMPLIANCE WITH LAWS:

Contractor represents that it is authorized to do business in the State of Connecticut. The Contractor shall keep fully informed of all existing and future federal, state and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Specifications or other Contract documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Owner in writing. The Contractor shall at all times observe and comply with, and cause all its agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and it shall protect, indemnify and save harmless the Owner, its

officers, agents, servants and employees from and against any and all claims, demands, suits proceedings, liabilities, judgments, penalties, losses, damages costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of its agents, servants, employees or subcontractors.

14. INDEMNITY:

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 or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault 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. Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided 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 other than supervisory acts or omissions of the Owner in connection with the Work.

15. CLAIMS FOR DAMAGES:

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, it 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, its claim for damages shall be deemed waived, invalid, and unenforceable, and that it 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.

16. ABANDONMENT OF THE WORK OR OTHER DEFAULT:

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Agreement or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Contracting Officer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Agreement, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or

dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise

acknowledges insolvency, the happening of any of which shall be and constitute a default under the Agreement, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Owner may designate; and the Owner may, upon giving such notice, by Agreement or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the work. The Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Owner any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purpose of such completion the Owner may for itself or for any Contractors employed by the Owner take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Owner under this subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any moneys due and payable or to become due or payable under the Agreement to the Contractor. In computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to affect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Agreement if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, and in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

17. LIABILITY OF OWNER:

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.

18. CLAIMS:

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

19. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to be inserted herein, and the Agreement 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 Agreement shall forthwith be physically amended to make such insertion.

20. PERMITS:

The Contractor shall, at its own expense, take out and maintain all necessary permits from the State, Town, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

21. NOT TO SUBLET OR ASSIGN:

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Agreement or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the moneys payable under the Agreement, or his claim thereto, unless by and with the like written consent of the Owner. Any assignment or subletting in violation hereof shall be void and unenforceable.

22. EMPLOY COMPETENT PEOPLE:

The Contractor shall employ only competent people on the Work and shall not employ people or means which may cause strikes, work stoppages and/or disturbances by workmen employed by the Contractor, any subcontractor, the Owner, the Contracting Officer or any other contractor. Whenever the Contracting Officer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the Agreement, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Contracting Officer.

23. EMPLOY SUFFICIENT LABOR AND EQUIPMENT:

If in the sole judgment of the Contracting Officer the Contractor is not employing sufficient labor, plant, equipment, or other means to complete the Work within the time specified, the Contracting Officer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Contracting Officer deems necessary to enable the Work to progress properly.

24. PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE:

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows:

“The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee or welfare fund, as defined in subsection (H) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.”

The provisions of this section shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than one million dollars (\$1,000,000.00) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public project is less than one hundred thousand dollars (\$100,000.00).

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Owner, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor’s monthly certificate for payment.

Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1st for the duration of the project.

Each Contractor that is awarded a contract shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the Contractor’s responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor’s website. The annual adjustments will be posted on the Department of Labor’s web page: www.ctdol.state.ct.us. For those without internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

Questions can be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at 860-263-6790.

25. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

(A)(1) The Contractor agrees and warrants that in the performance of the Contract

such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer," in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information as requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as they relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor, that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty

under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed.

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state

funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

THE ABOVE REQUIREMENT ONLY APPLIES TO PUBLIC WORKS CONTRACTS EXCEEDING \$50,000 AND RECEIVING STATE OF CONNECTICUT FUNDING.

26. PAYMENT OF SUBCONTRACTORS:

As required by Section 49-41a of the Connecticut General Statutes, within thirty (30) days after payment to the Contractor by the Owner for work under this Agreement, the Contractor shall pay any amount due any subcontractor, whether for labor performed or materials furnished when such labor or materials have been included in a requisition submitted by such Contractor and paid by the Owner.

The general contractor shall include in each of its subcontracts, a provision requiring each subcontractor to pay any amounts due any if its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor, or materials furnished by such subcontractor.

27. NON-CONNECTICUT CONTRACTORS

THE FOLLOWING IS NOT REQUIRED FOR REPAIR WORK. THE FOLLOWING ONLY APPLIES TO CONTRACTORS LOCATED IN STATES OTHER THAN CONNECTICUT AND FOR PROJECTS INVOLVING RENOVATION OR NEW WORK.

In the event a service agreement is established between the Owner and a non-Connecticut contractor and renovation work or new work is required, the following procedure shall be followed:

a. The nonresident contractor shall provide the Owner with a written quotation in the full amount of the project.

b. Upon approval of the quotation by the Owner, the Owner will issue a purchase order if needed and the following shall be followed:

c. Pursuant to Connecticut General Statutes § 12-430(7), as amended by Public Act No. 03-147 (An Act Concerning Sales Tax Bond Requirements for Nonresident Contractors) and Public Act No. 03-6 (An Act Concerning General Budget and Revenue Implementation), Sec.76, a nonresident contractor shall furnish the Department of Revenue Services (DRS) a guarantee bond for 5% of the total amount of the purchase order using Form AU-766, copy attached. This form is also available on the State's web site, <http://www.ct.gov/drs/cwp/view.asp?a=1509&q=270990&drsPNavCtr=|41307>

The nonresident contractor must have completed and submitted to the DRS Form REG-1, *Business Taxes Registration Application*, to register with the DRS and have been issued a Connecticut Tax Registration Number. A copy of this form is attached. This form is also available on the State's web site, <http://www.ct.gov/drs/cwp/view.asp?a=1509&q=266240>, for the purpose of online registration.

The nonresident contractor has 120 days from the commencement of the contract to file the guarantee bond. As soon as the guarantee bond is filed with the DRS, a copy of such guarantee bond together with the nonresident contractor's Connecticut Tax Registration Number shall be submitted to the department that issued the purchase order/change order/supplement by the nonresident contractor

After the nonresident contractor receives a Certificate of Compliance from the DRS confirming that the guarantee bond requirement has been met, the nonresident contractor shall submit a copy of said form, referencing the service agreement, to the department that issued the purchase order/change order/supplement.

If the copy of the Certificate of Compliance is not received by the department that issued the purchase order within 120 days from the commencement of the purchase order, the Owner will be obligated under law to withhold payment in the amount of 5% of the purchase order total, including the price of all add-ons, and remit the amount as a deposit to the DRS not later than 30 days after the completion of the purchase order.

The Owner will also be obligated to withhold 5% from each contractor's invoice if the contractor has invoiced the Owner before 120 days from the commencement of the purchase order and has not supplied the Owner with a copy of the Certificate of Compliance.

This procedure shall be followed each time renovation work or new work is ordered based on a service agreement with a nonresident contractor.

28. INTOXICATING LIQUORS:

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

29. ACCESS TO WORK:

The Owner, the Contracting Officer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

30. EXAMINATION OF WORK:

The Contracting Officer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Agreement, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

31. PRICES FOR WORK:

The Owner shall pay and the Contractor shall receive the prices stipulated in the pricing schedule of the Contractor's Bid (attached hereto as Exhibit) made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Agreement, for the base contract period.

When applicable, the pricing schedule established in the Bid for subsequent option years shall be implemented upon mutual written agreement of both parties to extend the term of the Service Agreement for additional one-year increments.

32. EXTRA WORK:

The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Contracting Officer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Contracting Officer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Contracting Officer, plus a percentage of such cost, as may be agreed upon by Contract and Contracting Officer.

33. CHANGES:

The Owner, through its designated Agent, may make changes in the Work and in the Drawings, if any, and Specifications by making alterations therein, additions, thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made. For eliminated or decreased work, the Contractor shall allow the Owner a reasonable credit as determined by the Owner. Except in an emergency endangering life or property, no change shall be made unless pursuant to a written order from the Owner authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered by the Owner.

The Contractor agrees that it shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

34. MONEYS MAY BE RETAINED:

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 damaged chargeable to the Contractor hereunder.

35. USE OR PARTIAL PAYMENT NOT ACCEPTANCE:

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.

36. PATENTS:

The Contractor shall indemnify and save harmless the Owner and all persons acting for or on behalf of the Owner from all claims and liability of any nature or kind, and all damages, costs

and expenses, including attorneys' fees, arising from or occasioned by an infringement or alleged infringement of any patents or patent rights on any invention, process, materials, equipment, article, or apparatus, or any part hereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Owner.

37. LIENS:

If at any time any notices of lien or other legal process are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Owner shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

38. ENTIRE AGREEMENT:

This Agreement, including any referenced exhibits, constitutes the entire agreement between the Parties. No modification, amendment, or waiver of any provision of this agreement 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.

39. GOVERNING LAW:

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.

40. WAIVER:

No delay or failure by either party to exercise any right or power under this Contract will constitute a waiver of that right. 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.

41. FOIA:

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). 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. The Owner shall have full authority as to whether it will invoke an exemption to a FOIA request. 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.

42. SEVERABILITY:

If any provision of this Agreement 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 as nearly as possible 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 Agreement 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.

43. COUNTERPARTS/ELECTRONIC SIGNATURES:

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 Contract by typing their names on the signature lines below ("Electronic Signature"). A party who executes this Agreement by electronic signature agrees 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.

44. EMPLOYEE BACKGROUND SCREENING:

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 Public Schools via secure email link: background_department@greenwich.k12.ct.us.

Dated at Greenwich, Connecticut,

GREENWICH PUBLIC SCHOOLS/TOWN OF GREENWICH

By _____

Its

THE CONTRACTOR

By _____

Its

Insurance Requirement Sheet

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

- ☒ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
- ☒ 1. Commercial General Liability.
 - ☒ 2. Town as additional insured.
 - ☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- ☒ B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- ☒ C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- ☒ D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- ☐ E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- ☐ F. Other (Builder's Risk, etc.): _____.
- ☒ G. **CERTIFICATE HOLDER: TOWN OF GREENWICH
AND GREENWICH Public Schools. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.**

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich, Greenwich Public Schools are endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich, Greenwich Public Schools have been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

EXHIBIT A

(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 Public Schools / **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, Greenwich Public Schools and_____ have been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by **[insert company affording coverage] to [name of insured];**
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten day's notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD 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.				
INSURED			INSUREERS AFFORDING COVERAGE				
Contract #			INSURER A:				
			INSURER B:				
			INSURER C:				
			INSURER D:				
			INSURER E:				
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INS R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS		
T	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GENERAL AGGREGATE LIMIT APPLIES ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURENCE		
					FIRE DAMAGE (Any one fire)		
					MED EXP (Any one person)		
					PERSONAL & ADV INJURY		
					GENERAL AGGRREGATE		
					PRODUCTS-COMP/OP AGG		
T	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		
T	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE		
					AGGREGATE		
T	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">WC STATU-</td> <td style="width: 70%; text-align: center;">OTH- ER</td> </tr> </table>	WC STATU-	OTH- ER
	WC STATU-				OTH- ER		
					E.L. EACH ACCIDENT		
					E.L. DISEASE-EA EMPLOYEE		
	E.L. DISEASE - POLICY LIMIT						
T	Professional Liability						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The Town of Greenwich, Greenwich Public Schools and _____ are named as additional insured for Contract # _____. It is agreed by both parties to Contract No _____ that the Contractors insurance will be primary and non-contributory							
CERTIFICATE HOLDER ☒ ADDITIONAL INSURED; INSURER LETTER: _____		CANCELLATION					
Certificate Holder: Town of Greenwich 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					