

TOWN OF GREENWICH
PURCHASING DEPARTMENT

101 Field Point Road
Greenwich, CT 06830
203 622-7881

NO.: 6846

ISSUE DATE: 12/13/11

DEADLINE DATE: 12/30/11

DEADLINE TIME: 3:00 P.M.

REQUEST FOR BID
 REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

ITEM/CATEGORY EMERGENCY GENERATOR SERVICE

LOCATION TOWN OF GREENWICH

- PREQUALIFICATION
 STANDARDS/SPECIFICATIONS (ATTACHED)
 INSURANCE REQUIRED (SEE ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/ proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.


James Giarraputo Latham, CPPB, Senior Buyer

An Affirmative Action/Equal Opportunity Employer, M/F/H

Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Bidders shall provide one price for each specified required line item and no more than one total lump sum bid unless allowed to do otherwise by the Request For Bid document. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Director of Purchasing and Supply. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Director of Purchasing and Supply shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

TOWN OF GREENWICH

REQUEST FOR BID #6846 DEADLINE: 12/30/11 AT 3:00 P.M.

EMERGENCY GENERATOR SERVICE

The Purchasing Department of the Town of Greenwich on behalf of the Building Construction & Maintenance Department is soliciting bids for Emergency Generator Service.

The intention of this request for bid is to establish a service agreement with one (1) or more contractors, who will, upon request, provide the Town with the services, labor, and supplies described in this request for bid. The Town is projecting annual expenditures of \$20,000 for this service. However, the Town may purchase more or less than this amount. There is no guarantee as to the amount of services, labor, or supplies that the Town may purchase during the term of the service agreement.

The service agreement will have an initial term of one (1) year. In addition there will be four (4) optional years that may be engaged through the mutual consent of both parties on an annual basis.

At the request of the Town, the contractor shall provide quotations for required services, based on the unit prices provided in the Reply Sheets. Upon approval of the quote, the using department shall issue a purchase order to the contractor. Upon receipt of the purchase order the contractor may begin work.

Bidder Reply

Bidders are to respond to this request for bid by completing the attached Reply Sheets. Bidders shall indicate their pricing, and all other required information on the Reply Sheets. **The pricing on the Reply Sheets shall be complete and shall include the costs of all shipping, delivery, insurance, certificates, permits, etc.**

The pricing on the Reply Sheets shall represent the prices and rates that shall be in effect for the entire first year of the service agreement. Bidders shall also indicate if there may be changes in pricing for the optional years of the service agreement. If price changes are possible in the option years, bidders shall indicate the maximum percentage of the potential increases or decreases on the Reply Sheets.

Issuance of Addenda

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town's website (www.greenwichct.org/bids) up to 48 hours in advance of the bid/proposal's due date and time. **It is the bidder's responsibility to check the Town's website for addenda.** If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, reply sheets, and times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. **No notification of addenda issuance will be made other than on the Town's website.**

Issuing Authority

Mr. James Giarraputo Latham, CPPB, Senior Buyer has been designated to be responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement must be submitted in writing to Mr. Latham to the address below by **Wednesday, December 21, 2011 at 11AM.**

Town of Greenwich
Purchasing Department
101 Field Point Road
Greenwich, CT 06830

Fax: (2030 622-7776
Email: jlatham@greenwichct.org

Modification or Withdrawal of Bids

WITHDRAWAL OF BIDS (OR PROPOSALS) PRIOR TO DEADLINE

A bidder wishing to withdraw a bid/proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the bid/proposal by calling the bidder at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a bid/proposal before the established deadline is valid, the bid/proposal will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid/proposal and resubmit before the deadline.

WITHDRAWAL OF BIDS (OR PROPOSALS) AFTER THE DEADLINE

If bid security is required and a bidder does not honor his/her bid for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town.

After the bid/proposal deadline has passed, the submitted bids/proposals become the property of the Town and are valid offers to be honored by the bidder for sixty (60) days or longer, as specified in the Request for Bid/Proposal.

Bidders who do not honor their bids/proposals for the sixty (60) day (or as specified) period, shall be declared irresponsible bidders.

Sealed Bid

Each bid must be sealed to provide confidentiality of the information prior to the submission date and time. The Town will not be responsible for premature opening of bids that are not properly labeled.

Price Guarantee

Bids will remain in effect for a minimum period of sixty (60) days from the deadline for submission of the bid.

Payments

The Town of Greenwich shall make payment net thirty (30) days of receipt of invoice, submittal of documentation, and acceptance of the products and or services.

Taxes

The Town of Greenwich is exempt from the payment of taxes imposed by the federal government and or State of Connecticut, and such taxes shall not be included in the bid prices.

Cancellation of Award/Contract

If the contractor fails to perform or observe any material term or condition of the bid or service agreement and such failure continues for thirty (30) days after the contractor's receipt of written notice, The Town of Greenwich may cancel the service agreement without liability for cancellation/termination charges.

Contract Format

The Town of Greenwich has included as part of this request for bid, **Exhibit C**, the service agreement contract format to be used for this procurement and installation. In order to be considered by the Town, any exceptions to the language included in the Town's contract format must be declared in the exception area of the Reply Sheet.

Permits

The contractor shall ascertain what permits may be required to perform the work described in the specifications. All required permits shall be obtained and paid for by the contractor. Permits may be obtained at the Building Department, Town Hall, 101 Field Point Road, Greenwich, CT 06830.

Non-Connecticut Contractors 5% Requirements

Pursuant to Connecticut General Statutes §12-430(7), as amended by 2011 Conn Public Acts 61, §66; Conn. General Statutes §12-35; Conn. General Statutes §112-415; and Conn. General Statutes §12-430(1) Sec.76, a nonresident contractor shall follow special notice SN 2011 (17) which provides 2011 Legislative Changes to the Procedures Governing Nonresident Contractors, copy of which is attached to this bid.

This special notice and applicable forms are also available on the State's website, <http://www.ct.gov/drs/cwp/view.asp?a=1509&q=270990&drsPNavCtr=#41307>.

Indemnification

The contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the service agreement contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the contractor, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the service agreement contract.

Insurance Requirements

The awarded vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFB. Upon award, the Acord certificate of insurance form must be completed by the vendor's insurance agent/broker and submitted to the Purchasing Department. It must be stated on the Acord form that the Town of Greenwich has been added as an additional insured under the General Liability coverage. The signing agent/broker must also certify in writing that the Town of Greenwich has been endorsed as an additional insured on the General Liability insurance policy. This letter shall be addressed to the Town's Director of Purchasing and **must follow exactly the format of the letter attached as Exhibit B**. The authorized representative who signs the Acord form must sign the letter as well.

Please note that the Acord certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature.

The Town of Greenwich will not accept insurance coverage, other than Excess Liability coverage, from insurance providers that are surplus lines writers in Connecticut. All insurance companies providing coverage, other than excess liability coverage, must be licensed in the state of Connecticut.

The Contractor shall be responsible for maintaining the specified 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 B+: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.

The vendor should submit with the proposal the signed, original "**Insurance Procedure**" form, **page 15**, which states that the vendor agrees to provide the specified insurance coverage for this RFB at no additional charge above any insurance charge declared in the bid.

Specifications

This specification will be used to provide the services of an Electric Generator Service Company to maintain and service the specified systems within the Town of Greenwich, CT.

The contractor shall respond to a work request within 4 hours of a call.

The Building Construction & Maintenance Division of the Department of Public Works will direct all work. Work cannot be started under this contract without this Division's approval.

The contractor cannot exceed the value of the contract amount without written approval increasing the total value.

Note to Bidders: All of the generator locations covered by this specification are located in Public Safety Buildings and their importance to the Town is invaluable in protecting lives and property. The contractor awarded this service contract must have communications available for contact by the Town on a 24-hour basis.

For the purpose of bidding, the contractor is to supply a yearly price for the following services at each location:

- A. Inspect and provide a yearly written report on the following conditions, include any problems and recommendations along with projected cost to repair.
 - Check engine oil and coolant
 - Check engine, heaters, radiator, hoses for coolant leaks and condition
 - Check air filter and crankcase breathers
 - Check governor operation, stability, linkage and oil
 - Check fuel tanks, pumps and lines for wear, leaks and damage, including secondary containment
 - Check condition of batteries, electrolyte levels and charging rates

Start and run engines to check:

- Operating temperatures, pressures and leaks
- Test engine safety shutdown systems
- Test transfer switch operation and time delays
- Check for proper frequency/speed, voltage and amperage output

Automatic Transfer Switch

- Check time delay functions in switchgear for condition and proper settings
- Vacuum any accumulated dirt from the ATS cabinet and accessory panels
- Manually operate the main transfer movement to check proper contact alignment, deflection, gap or wiping action.
- Inspect all control relay contacts for excessive corrosion and or discoloration due to heat.
- Inspect for signs of any moisture infiltration
- Conduct a test of the transfer switch and generator by turning off normal source power. **Notify building occupants prior to this test.**

Record all voltage, amperage and engine run times. Insure that the engine control and auto transfers switch is in the auto position and the main circuit breaker is on.

B. Provide repair services to correct all of the above conditions including the following additional services:

- Engine rebuilding
- Replacement of automatic transfer switch
- Generator Load testing

The bidder shall provide a yearly cost to perform the inspection and written report at each of the following fifteen (15) locations:

Location	Fuel Type	Fuel Capacity	KW	Description
1	Diesel	125	62	Cos Cob Fire House, Cos Cob CT
				Generator: Kohler 62 KW, Diesel Fuel, Radiator Cooled, Model #60REOZJB,
				78 KVA, 120/208v, 3 phase
				Engine: John Deere, 4CYL, Model #4045TF150
				Transfer Switch: Kohler, 400 AMP, 208v, 3 phase, 4 wires,
				Model #KCT-ACTA-0400S
2	Natural Gas	N/A	70	Sound Beach Fire House, Old Greenwich, CT
				Generator: Kohler 70 KW, Natural Gas, Radiator Cooled
				Model #85R82-57422A, Serial #318597, 1800 RPM, 120/208v, 3 phase
				Engine: International, 8CYL, Model #UV549, Serial #8542KOCLQ10A
				Transfer Switch: Zenith, 400 AMP, 120/208v, 3 phase
				Model #MT40E-4ACEFPST

Location	Fuel Type	Fuel Capacity	KW	Description
3	Diesel	275	200	Central Fire Police Building, Greenwich, CT Generator: Kohler 200 KW, Diesel Fuel, Model #200 R 0819800A5.28 Serial #431119, 1800 RPM, 120/208v, 3 phase Engine: Cummins, Model #NT-335-GS Transfer Switch: ASCO, 1000 AMP, 120/208v, 3 phase, Model #9403100045X, Serial #66960Y
4	Diesel	300	80	Glenville Fire Station, Glenville, CT Generator: Generac, 80 KW, Diesel Fuel, Radiator Cooled Model # 11290360100, Serial #2103786, 120/208v, 3 phase Engine: John Deere, Model #4045HE285 Serial #: PE4045L097313 Transfer Switch:
5	Diesel	275	45	Byram Fire House, Byram, CT Generator: Onan 45 KW, Diesel Fuel, Radiator Cooled, Model #45.0 DEF-15R/9489F, Serial #0972500357, 1800 RPM, 120/208v, 3 phase Engine: Ford Leyman, 6CYL, Model #2713E Transfer Switch: Onan, 200 AMP, 120/208v, 3 phase, 4 wires, Model #LTD200-4/10810B, Serial #0972500558
6	Diesel	300	45	Round Hill Fire House, Greenwich, CT Generator: Kohler 45 KW, Diesel Fuel, Radiator Cooled, Model #45RO818401A6.42, Serial #338929, 1800 RPM, 120/208v, 3 phase Engine: White-Hercules, 6CYL, Model #D3400, Serial #LC3416282 Transfer Switch: Zenith, 225 AMP, 120/208v, 3 phase, Model #6MT20E-4AAA, Serial #AA3013
7	Diesel	250	80	Fleet Maintenance Building, Greenwich, CT Generator: MTU Detroit Diesel, 80KW, Diesel Fuel, Radiator Cooled, Model #DS00800D6S, 120/208v, 3 phase, Transfer Switch: 400AMP, Model #: 362CSL1604-B3111 Serial #: 712549
8	Diesel	125	40	North Street Fire House, Greenwich, CT Generator: Kohler 40 KW, Diesel Fuel, Radiator Cooled, Model #40ROZJ Serial #674392, 1800 RPM, 120/240v, 3 phase Engine: John Deere, 4CYL, Model #4039D, Serial #D4039D407565*4039DF004 Transfer Switch: Kohler, 400 AMP, 120/240v, 1 phase, 2 pole Model #GLS-164231-0400, Serial #K0673167

Location	Fuel Type	Fuel Capacity	KW	Description
9	Diescl	300	240	Nathaniel Witherall Hospital, Greenwich, CT Generator: Consolidated Power 240 KW, Diesel Fuel, Radiator Cooled, Model #240 DIT, Serial #A38687UD, 1800 RPM, 120/208v, 3 phase Engine: Detroit Diesel, 8-71V, 8CYL Turbo Charged, Model #708373C5, Serial #8VA313748 Transfer Switch: Asco, 800 AMP, 120/208v, 3 phase, Model #940380046XC, Serial #59224-4
10	Diescl	125	200	Town Hall, Greenwich, CT Generator: Onan 200 KW, Diesel Fuel, Radiator Cooled, Model #DGFC5743635 Serial # K050853776, 120/240v, 3 phase, 4 wire Engine: 6CTA8-3G2 CPL-2894 Serial #: 46547411 Transfer Switch: Onan, 400 AMP, 120/240v, 3 phase, 4 wircs
11	Diesel	54	36	Art Barn, 143 Lower Cross Road, Greenwich, CT Gnerator: Generac Power Systems, 36KW, Diesel Fuel, Radiator Cooled, Model #SD035 Serial #: 2100582 120/208v, 3 phase, 60 HZ, brushless excitation 1% voltage regulation Engine: John Deere #402414HF285 Serial #PE4024L006476 Transfer Switch: Gencrac, 200 AMP, 120/208v, 3 phase, 4 wire
12	Diesel	300	35	Indian Field Highway Garage Generator: Cummins Onan 35 KW, Diesel Fuel, Radiator cooled Model #: 35DGGD-7571662 Serial #: 090229063, 1800 RPM, 120/208v, 3 Phase, 4 Wire, 60HZ, Engine: 4BT3.3 Series G6NR Serial #: 68091177, 4 CYL, Turbo Charged Transfer Switch: Onan 225 AMP, 208v, 3 phase, Model #BTPCB-7571622 Serial #: A090229009 Installed: 3/25/09
13	Diesel	3600	750	Police Headquarters Generator: Cummins Power, 750 KW, Diesel Fuel, Radiator Cooled, Model 750DQFAA-7465538 Serial #: K080221768, 1800 RPM, 480v, 3 phase, 4 wire Engine: MTU Detroit Diesel, Model #7465538, Serial B# K080221768 Transfer Switch ELV-ATS: Cummins Power, Model OTECB-7233887, Serial #H080200445, 125 Amp Transfer Switch ECP-ATS: Cummins Power, Model #OTECC-7233893, Serial #H0080200443, 600 Amp Transfer Swicth EU-ATS: Cummins Power, Model #OTECC-7233889, Serial # H080200444, 600 Amp Transfer Switch E-ATS: Cummins Power, Model #OTECA-7233886, Serial # H080200446, 100 Amp

Location	Fuel Type	Fuel Capacity	KW	Description
14	Propane	N/A	15	Great Captains Island
				Generator: Kohler 15KW, LP Fuel, Model 15 RYG
				Spec. GM 39949-GAZ1, 1800 RPM, 120/240v, 1 phase, 60HZ
				Transfer Switch: Special configuration with Conn-Ed and solar panel inverter
				Installed: 2/2009
15	Diesel	500	150	Western Greenwich Civic Center
				Generator: MTU Detroit Diesel, 150KW Prime, Diesel Fuel, Radiator Cooled, Model #DS00180D6SPAK0574
				Serial #: 326359-1-1-1010, 120/208v, 3 phase
				Transfer Switch: 600 amp

TOWN OF GREENWICH

REQUEST FOR BID #6846 DEADLINE: 12/30/11 AT 3:00 P.M.

EMERGENCY GENERATOR SERVICE

REPLY SHEET (Page 1 of 4)

Please note that it is the responsibility of all potential bidders to check the Town's website ("greenwichct.org/bids") for any addenda that may be issued. In addition to changing specifications and reply sheets, addenda can change times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. No notification of addenda issuance will be made other than on the Town's website.

The bidder shall indicate below the **total** pricing for each line item. All pricing shall be **complete** and **include all costs** such as overhead, profit, equipment, transportation, etc. Pricing will remain in effect for the entire first year of the service agreement.

Yearly Inspections:

<u>LOCATION</u>	<u>PRICE PER YEAR</u>
Location 1:	\$ _____
Location 2:	\$ _____
Location 3:	\$ _____
Location 4:	\$ _____
Location 5:	\$ _____
Location 6:	\$ _____
Location 7:	\$ _____
Location 8:	\$ _____
Location 9:	\$ _____
Location 10:	\$ _____
Location 11:	\$ _____
Location 12:	\$ _____
Location 13:	\$ _____
Location 14:	\$ _____
Location 15:	\$ _____
Total 1 to 15	\$ _____

Standard Labor Rates:

- A. Repairman \$ _____ /hr.*
- B. Repairman Helper \$ _____ /hr.*

Premium Labor Rates:

- A. Repairman \$ _____ /hr.*
- B. Repairman Helper \$ _____ /hr.*

Materials:

Percentage of Markup on all material purchases _____ %*

*The contractor will be required to submit a separate material invoice from the supplier of the material along with his invoice for service. The contractor will apply the above percentage to the material portion of his invoice. Material costs incurred by the contractor will only be paid if the supplier invoice is attached.

Bidder's Name: _____

Authorized Signature: _____

TOWN OF GREENWICH

REQUEST FOR BID #6846 DEADLINE: 12/30/11 AT 3:00 P.M.

EMERGENCY GENERATOR SERVICE

REPLY SHEET (Page 2 of 4)

The bidder shall indicate below if pricing may either increase or decrease in the optional years of the service agreement:

_____ Yes, pricing may increase or decrease in the option years.

_____ No, pricing will not increase or decrease in the option years.

If pricing may increase or decrease in the option years, bidder shall indicate below the maximum percentage of the potential increases or decreases for each optional year.

Option Year	Maximum Labor Price Increase (if any)	Maximum Materials Price Increase (if any)	Maximum Labor Price Decrease (if any)	Maximum Materials Price Decrease (if any)
1	%	%	%	%
2	%	%	%	%
3	%	%	%	%
4	%	%	%	%

The bidder may list below the key features that distinguish the bidder's services from the bidder's competitors. Bidder may indicate what the bidder perceives as the bidder's competitive advantages.

Bidder's Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR BID #6846 DEADLINE: 12/30/11 AT 3:00 P.M.

EMERGENCY GENERATOR SERVICE

REPLY SHEET (Page 3 of 4)

Non-collusion Language

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

Compliance with Ethics Code

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

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.

BIDDER'S COMPANY NAME _____
ADDRESS _____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

TAXPAYER IDENTIFICATION NO. _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** **Yes** **No**

TOWN OF GREENWICH

REQUEST FOR BID #6846 DEADLINE: 12/30/11 AT 3:00 P.M.

EMERGENCY GENERATOR SERVICE

REPLY SHEET (Page 4 of 4)

The Greenwich Code of Ethics can be found at www.greenwichct.org. Relevant provisions of the Code of Ethics state as follows:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which 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.
3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE _____

PRINT NAME _____

BIDDER'S COMPANY NAME _____

TOWN OF GREENWICH
INSURANCE PROCEDURE

PLEASE NOTE:

**RETURN THIS COMPLETED FORM WITH YOUR BID/PROPOSAL.
FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING
REJECTED.**

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

STATEMENT OF VENDOR:

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

If I am awarded this contract, I or my insurance agent shall submit all of the required insurance documentation to the Town of Greenwich Purchasing Department within ten (10) days after the date of the award of the contract.

Signature

Date

Contractor

Insurance Requirement Sheet

EXHIBIT A

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

- A. **General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:**
 - 1. **Commercial General Liability.**
 - 2. **Town as additional insured.**
 - 3. **Owners and Contractors Protective Liability (separate policy in the name of the Town).**
- B. **Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.**
- C. **Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.**
- D. **Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.**
- E. **Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.**
- F. **Other (Builder's Risk, etc.): _____.**
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: PURCHASING DEPT. (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 is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

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

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Town of Greenwich
Joan T. Sullivan, Director of Purchasing
101 Field Point Road
Greenwich, CT 06830

Re: **(Name of the Insured)**
Town of Greenwich Contract No. XXXX

Dear Mrs. Sullivan:

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

Sincerely,

(Signature)

Type Name
Authorized Representative for all companies listed in the Acord form

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, executed this _____ day of _____ in the year Two Thousand Eleven, (herein referred to as the "Agreement") by and between the Town of Greenwich, Connecticut, (hereinafter referred to as "Town"), acting through _____ hereunto duly authorized, and _____, (hereinafter referred to as "Contractor") acting through _____ (insert name of individual) duly authorized.

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 his authorized representative.

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

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

The Contractor's Bid (attached hereto as Exhibit B) as accepted by the Town, the Contract Conditions and Specifications and all addenda and amendments to any of the foregoing, collectively constitute the Agreement Documents, and are sometimes herein referred to as the "Agreement".

2. DESCRIPTION OF WORK:

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

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 Town on a services rendered basis.

Such payments will be made by the Town net 30 for all services actually rendered, and the acceptance by the Contractor of any such payment shall be a release to the Town 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 B). The initial contract amount shall be the amount noted on the face sheet of this Agreement. Payment for additional work performed pursuant to Purchase Order(s) shall be in the amount stated on such Purchase Order(s).

4. PERFORMANCE MAINTENANCE AND PAYMENT BOND:

The Contractor shall, simultaneously with the signing of this Agreement, furnish the Town 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 Town, in the sum of the full amount of the Contract obligation in the form provided by the Town.

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

5. 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 Town with a completed certificate of insurance on the Town form that is included in the attached Exhibit A evidencing such coverage.

6. 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 Town, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

7. 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 shall be resolved in favor of this Agreement, with the exception that any provision of any Invitation To Bid, Request For Proposal, bid or response to Request For Proposal, 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.

8. TERMINATION:

The Town 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 Town for damages for compensation in addition to that provided hereunder.

9. 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.

10. 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 warrantee for equipment and materials installed is greater than the one year period for warrantee specified above, the warrantee will be passed through to the Town. Upon completion of the project by the Contractor and acceptance by the Town, all warrantees will be passed through to the Town and all paperwork turned over to the Town.

11. COMPLIANCE WITH LAWS:

The Contractor shall keep himself 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 Agreement Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and cause all his 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 he shall protect, indemnify and save harmless the Town, 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 his agents, servants, employees or subcontractors.

12. INDEMNITY:

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease 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, his officers, agents, servants or employees, any of his subcontractors, the Town any of his respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings; and provided that the Contractor shall not be required to indemnify the Town, its officers, agents, servants or employees against any such damages occasioned solely by acts or omissions of the Town other than supervisory acts or omissions of the Town in connection with the Work.

13. CLAIMS FOR DAMAGES:

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained whichever date is the earlier, file with the Contracting Officer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such

alleged damages. Within ten (10) days after the timely filing of such statement, the Contracting Officer shall file with the appropriate department of the Town, one copy of the statement, and shall file with the Town 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 Town 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.

14. 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 Town, 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 Town 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 Town may designate; and the Town 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 Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion the Town may for itself or for any Contractors employed by the Town 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 Town under this subsection shall be charged against the Contractor and deducted and/or paid by the Town 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 Town 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 effect 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 Town.

15. LIABILITY OF TOWN:

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 Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money except as herein provided.

16. 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 Town 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.

17. 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.

18. PERMITS:

The Contractor shall, at his 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.

19. 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 Town, 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 Town. Any assignment or subletting in violation hereof shall be void and unenforceable.

20. 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 Town, 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.

21. 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 four hundred thousand dollars (\$400,000) 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).

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, 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.

22. 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 Town 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 Town.

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.

23. 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 Town and a non-Connecticut contractor and renovation work or new work is required, the following procedure shall be followed:

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

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

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

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

24. 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.

25. 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.

26. ACCESS TO WORK:

The Town, 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.

27. 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.

28. PRICES FOR WORK:

The Town shall pay and the Contractor shall receive the prices stipulated in the pricing schedule of the Contractor's Bid (attached hereto as Exhibit B) 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.

The pricing schedule established in the bid for the first and second option years shall be implemented upon mutual agreement of both parties to extend the term of the Service Agreement for additional one year increments.

29. 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.

IN WITNESS WHEREOF, the parties of this AGREEMENT have hereunto set their hand and seals the day first above written.

Dated at Greenwich, Connecticut,
this _____ day of _____ 2011.

Witnessed by:

Witnessed by:

THE TOWN OF GREENWICH

By _____ **L.S.**

Its _____

THE CONTRACTOR

By _____ **L.S.**

Its _____

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ (name of person acknowledged)

Notary Public
My Commission Expires:

FOR A CORPORATION:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2011 by _____ name and title of officer/agent of _____ name of corporation a _____ State or place of incorporation corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

FOR A PARTNERSHIP:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, by _____ acknowledging partner or agent partner (or agent) on behalf of _____, a partnership. name of partnership

Notary Public
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, by _____ name and title of position

Notary Public
My Commission Expires:



2011 Legislative Changes to the Procedures Governing Nonresident Contractors

Purpose: This Special Notice explains the amendments made to Conn. Gen. Stat. §12-430(7) during the 2011 regular session of the Connecticut General Assembly, affecting the requirement for nonresident contractors to provide bonds.

Effective Date: Effective for contracts commencing on and after October 1, 2011.

Statutory Authority: Conn. Gen. Stat. §12-430(7) as amended by 2011 Conn. Pub. Acts 61, §66; Conn. Gen. Stat. §12-35; Conn. Gen. Stat. §12-415; Conn. Gen. Stat. §12-430(1).

Overview: The law requiring nonresident construction contractors to furnish security for Connecticut taxes arising from jobs performed in Connecticut has been changed in the following major ways:

- Under the law as amended, there are two classes of nonresident contractors: **verified** and **unverified**. A nonresident prime or general contractor may gain verified status and thus eliminate the requirement to file a surety bond with the Department of Revenue Services (DRS), and a nonresident subcontractor may become verified and thus eliminate the requirement for the prime or general contractor to hold back a portion of the amount owed the subcontractor under the contract.
- Under the law as amended, a **single** surety bond for 5% of the entire project price is required to be filed with DRS by an unverified prime or general contractor where the contract price for the entire project is \$250,000 or more. A person doing business with an unverified prime or

general contractor for such a project must obtain proof that such contractor has filed a bond with DRS, but is no longer required to withhold an amount from payment due such contractor under the contract.

- A prime or general contractor must hold back 5% of the amount due an unverified subcontractor until the subcontractor obtains and furnishes **AU-968, Certificate of Compliance**, from DRS. An AU-968 authorizes the prime or general contractor to release all or a portion of the amounts held back from payment to the unverified subcontractor.

Prior law required compliance with one of three options to secure payment of Connecticut taxes for each contract with a nonresident prime or general contractor and with a nonresident subcontractor: (i) a nonresident contractor could furnish DRS a guarantee bond for 5% of the total contract price; **or** (ii) a nonresident contractor could furnish DRS a cash bond for 5% of the total contract price; **or** (iii) persons doing business with nonresident contractors would be required to withhold 5% of the total contract price and deposit it with DRS. This law meant that compliance with the law was required for each subcontract for a single project to real property in Connecticut.

As under prior law, owners or tenants of residential real property are excluded from the requirements of Conn. Gen. Stat. §12-430(7).

Definitions:

Nonresident contractor means a contractor or subcontractor who does not maintain a regular place of business in Connecticut.

Resident contractor means a contractor or subcontractor who maintains a regular place of business in Connecticut.

Regular place of business means:

- Any bona fide office, factory, warehouse, or other space in Connecticut at which a contractor is doing business in its own name in a regular and systematic manner; **and** that is
- A place continuously maintained, occupied, and used by the contractor in carrying on its business through its employees regularly in attendance to carry on the contractor's business in the contractor's own name.

A regular place of business **does not include**:

- A place of business for a statutory agent for service of process or a temporary office whether or not it is located at the site of construction;
- Locations used by the contractor only for the duration of the contract, such as short-term leased offices, warehouses, storage facilities, or facilities that do not have full time staff with regular business hours; **or**
- An office maintained, occupied, and used by a person affiliated with a contractor.

Verified contractor means a nonresident contractor or subcontractor who:

- Is registered for all applicable taxes with DRS;
- Has filed all required tax returns with DRS;
- Has no outstanding tax liabilities to DRS; **and**
- Has submitted a **Form AU-960, Nonresident Contractor Request for Verified Contractor Status**, and has been verified by DRS to meet the above requirements, plus either:
 1. Has been registered for all applicable taxes with DRS for at least three years preceding the contract; **or**
 2. Posts with DRS a good and valid verification bond using **Form AU-961, Verification Bond**.

Unverified contractor means a nonresident contractor or subcontractor who is not a verified contractor.

Subcontractor means a person who is engaged in contracting real property work and who contracts with a prime or general contractor to perform all or any part of the contract of the prime or general contractor, or who contracts with a subcontractor who has contracted to perform any part of the contract entered into by the prime or general contractor.

Prime or general contractor includes (i) any person who contracts with the owner, lessee or other person having authority to enter into a contract involving the premises or property that is the subject matter of the

contract, to perform services or furnish materials, or both, for the construction, alteration or improvement of any real property or project, or (ii) any person who owns or leases real estate for the purpose of developing the real estate other than for his or her own occupancy, and who, in the development of the real estate, contracts, alters or makes improvements on it.

Contract price means the total contract price, including deposits, amounts held as retainage, costs for any change orders, or charges for add-ons.

Person doing business with a nonresident contractor (referred to below as *customer*) means any person who makes payments of the contract price to a nonresident contractor, and includes, but is not limited to property owners, governmental, charitable or religious entities, and resident or nonresident general contractors or subcontractors. An owner or tenant of residential real property is not a person doing business with a nonresident contractor and is not required to comply with the provisions of Conn. Gen. Stat. §12-430(7).

Commencement of the contract means the time when the nonresident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts. If a change order is made after the commencement of the original contract, the change order commences when it is signed by the nonresident contractor, but, in any event, occurs no later than when the work under the change order actually starts.

Residential real property means real property used exclusively for residential purposes and consisting of three or fewer dwelling units in one of which the owner or tenant resides.

Certificate of compliance means a certificate issued to an unverified subcontractor by DRS, exonerating the subcontractor from sales or use taxes owed by the subcontractor under Chapter 219 of the Connecticut General Statutes and any income tax withholding owed by the subcontractor pursuant to Chapter 229 of the Connecticut General Statutes, but only to the extent that these taxes arise from the activities of the subcontractor on the project for which the certificate was required.

Customer of an Unverified Prime or General Contractor: The customer of an unverified prime or general contractor must obtain proof that the contractor has posted a surety bond with DRS. Failure to do so leaves the customer liable for payment of any sales and use taxes and any income tax withholding owed by the unverified contractor arising from the activities of the contractor on the project, up to 5% of the contract price required to be paid to the unverified contractor.

However, compliance with the provisions of Conn. Gen. Stat. §12-430(7) does not relieve the customer of the customer's liability for use taxes due on purchases of services from the unverified contractor.

Unverified Prime or General Contractor Must File a Bond:

An unverified prime or general contractor must file a surety bond with DRS in an amount equal to 5% of the contract price. DRS has issued **Form AU-964, *Surety Bond and Release***, which must be used to post that bond.

DRS will release the surety bond once the unverified prime or general contractor establishes that it has paid all taxes it owes in connection with the contract and that its unverified subcontractors have paid all of the taxes that they owe in connection with the contract.

Otherwise, DRS will release the surety bond once the unverified prime or general contractor establishes that it has:

1. Paid all taxes it owes in connection with the contract;
2. Held back an amount equal to 5% of the payments being made by the contractor in connection with the contract to its unverified subcontractors; **and**
3. Paid over amounts held back from unverified contractors to the extent that DRS has issued certificates of compliance for full or partial release of such amounts.

See the section of this publication titled *Unverified Subcontractors Request a Certificate of Compliance for the Release of Amounts Held Back*, for the procedures to release held back payments to the unverified subcontractors.

Hold Backs Required by All Prime or General Contractors from Payments to Unverified Subcontractors:

Prime or general contractors, whether resident, verified, or unverified, doing business with unverified subcontractors on projects over \$250,000 must hold back an amount equal to 5% of the payments required to be made to the subcontractor until the subcontractor provides a *Certificate of Compliance* authorizing full or partial release of the amount held back.

The prime or general contractor must provide notice of the requirement to hold back to the unverified subcontractor not later than the time of commencement of work under the contract by the subcontractor.

The amount held back from unverified subcontractors is deemed to be held in a special fund in trust for the

state. An unverified subcontractor does not have any right of action against a prime or general contractor with respect to any amount held back in compliance or intended compliance with Conn. Gen. Stat. §12-430(7).

Unverified Subcontractors Request a Certificate of Compliance for the Release of Amounts Held Back:

When all work is completed under its contract, an unverified subcontractor requests DRS to issue **Form AU-968, *Certificate of Compliance***, by submitting **Form AU-967, *Request for Certificate of Compliance***.

DRS will review the request in the context of generally accepted construction industry cost guidelines for the scope and type of construction project. Not later than 120 days after the form and required documents were submitted, DRS will issue a *Certificate of Compliance* that authorizes full or partial release of amounts held back from payments under the contract, or will be deemed to have issued such a certificate.

If DRS issues a *Certificate of Compliance* that authorizes full release of held back amounts, the prime or general contractor shall pay over the full amount it has held back to the subcontractor.

If DRS issues a *Certificate of Compliance* that authorizes partial release of held back amounts, the prime or general contractor must pay over the released amount to the subcontractor and must pay the unreleased amount to DRS. If the prime or general contractor fails to pay the unreleased amount to DRS on or before the thirtieth day after the date the *Certificate of Compliance* was mailed, a penalty equal to 10% of the amount will be imposed on the contractor.

When the prime or general contractor pays over to the subcontractor the amount authorized by a *Certificate of Compliance*, the contractor will not be liable for any claim by DRS for taxes of the subcontractor arising from the activities of the subcontractor on the project. Furthermore, when the prime or general contractor pays over to DRS the unreleased amount of the hold back, the contractor will not be liable for any claim by the subcontractor for the amount paid over to DRS.

Disclosures by DRS Authorized under Conn. Gen. Stat. §12-430(7):

Notwithstanding the provisions regarding confidentiality of tax return information under Conn. Gen. Stat. §12-15, DRS is authorized to:

- Verify whether or not a nonresident contractor or subcontractor is a verified contractor;

- Disclose to a person doing business with an unverified subcontractor who is required to hold back amounts from payments to the unverified contractor whether a *Certificate of Compliance* has been requested by, or issued to, the subcontractor by DRS; DRS may disclose a copy of the certificate to the person doing business with the unverified subcontractor;
- Disclose to a person doing business with an unverified prime or general contractor whether a good and valid surety bond has been posted with DRS; and
- Verify whether or not any contractor or subcontractor is a resident contractor.

Effect on Other Documents: This Special Notice supersedes **Special Notice 2005(12)**, *Nonresident Contractor Bonds and Deposits*, and modifies and supersedes **Informational Publication 2006(35)**, *Building Contractors' Guide to Sales and Use Taxes*, to the extent it discusses the provisions of Conn. Gen. Stat. §12-430(7).

Effect of This Document: A Special Notice announces a new policy or practice in response to changes in state or federal laws or regulations or to judicial decisions. A Special Notice indicates an informal interpretation of Connecticut tax law by DRS.

For Further Information: Call DRS during business hours, Monday through Friday:

- **1-800-382-9463** (Connecticut calls outside the Greater Hartford calling area only); or
- **860-297-5962** (from anywhere).

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Sales and use taxes
Withholding tax
Contractor bonds
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TTY, TDD, and Text Telephone users only may transmit inquiries anytime by calling 860-297-4911.

For questions regarding the nonresident contractor bond law, call **860-541-7538**.

Forms and Publications: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms and publications.

Paperless Filing/Payment Methods (fast, easy, free, and confidential):

Business and individual taxpayers can use the **Taxpayer Service Center (TSC)** at www.ct.gov/TSC to file a variety of tax returns, update account information, and make payments online.

File Electronically: You can choose to get first-time filer information and filing assistance, or can log directly into the *TSC* to file returns and pay taxes.

Pay Electronically: You can pay taxes for tax returns that cannot be filed through the *TSC*. Log in and select the **Make Payment Only** option. Designate a payment date up to the due date of the tax and mail a paper return to complete the filing process.

DRS E-Alerts Service: Get connected to the latest news from DRS. Receive notification by email of changes to legislation, policies, and procedures. **DRS E-Alerts** provide information for employer's withholding tax, News – Press Releases, and Top 100 Delinquency List. Visit the DRS website at www.ct.gov/DRS and select e-alerts from the left navigation bar.