

TOWN OF GREENWICH
PURCHASING DEPARTMENT

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

NO.: 6926 RFP

ISSUE DATE: 10/18/12

DEADLINE DATE: 11/20/12

DEADLINE TIME: 3:00 P.M.

REQUEST FOR BID

REQUEST FOR PROPOSAL

QUESTION DEADLINE: See Page 1

TIME AND DATE: _____

LOCATION: _____

ITEM/CATEGORY COS COB NEIGHBORHOOD PLAN CONSULTING SERVICES

LOCATION TOWN OF GREENWICH

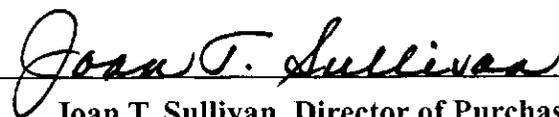
PREQUALIFICATION

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.



Joan T. Sullivan, Director of Purchasing

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.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. 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 PROPOSAL #6926 DEADLINE: 11/20/12 AT 3:00 P.M.

COS COB NEIGHBORHOOD PLAN CONSULTING SERVICES

Background

The Town of Greenwich Purchasing Department on behalf of its Planning and Zoning Department, is seeking proposals from consulting firms to develop a Comprehensive Neighborhood Plan for the Cos Cob section of the Town. Work must be done in accordance with Department standards and is modeled after the Byram Comprehensive Plan of 2011.

The Town of Greenwich is an Affirmative Action-Equal Opportunity Employer. Women and minorities are encouraged to submit a proposal.

Qualifications of Consultant

- The Proposer shall provide a minimum of three (3) references from municipalities that have utilized consultant's services for this type of project.
- The Proposer shall provide two (2) samples of Neighborhood Plans similar to what is being requested in this RFP that she/he has conducted.
- The chosen Proposer must perform all work of the study. No subcontracting shall be allowed.

A Proposer must be prepared to present evidence of experience, ability, service facilities, and financial condition necessary to satisfactorily meet the requirements set forth or implied in the Request For Proposal.

Issuing Authority

Joan Sullivan, Director of Purchasing, has been designated to be responsible for the conduct of this procurement. **All questions relating to this RFP must be addressed in writing by email to "jsullivan@greenwichct.org" or by facsimile to 1 (203) 622-7776. The deadline for questions is 4:00 p.m. on October 31, 2012. Questions received after this deadline cannot be answered.**

Proposal Due Date and Time

Proposals shall be due on November 20, 2012 at 3:00 p.m. in the Town of Greenwich Purchasing Department located at Town Hall, 101 Field Point Road, Greenwich, Connecticut 06830.

Proposals must be presented in a sealed envelope or package and marked with the Request For Proposal #6926. Proposals transmitted by fax or email will not be accepted or reviewed.

Proposals which are received after the due date and time will not be considered.

Issuance of Addenda

The Town of Greenwich reserves the right to amend this RFP by an addendum. Addenda or amendments will be posted to the Town of Greenwich website at:

www.greenwichct.org/bids

By going to this location on the Town's website, you will be able to download any addenda by clicking on and downloading the document. Please be patient as it may take some time to download. If revisions are of such a magnitude to warrant, in The Town of Greenwich's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

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 in the prices.

Packaging

Each proposal 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 proposals not properly labeled.

Proposal Inclusions

All equipment, accessories, labor, and materials must be furnished by the consultant for completion of the project. Any additional materials or equipment necessary for this project not specified or described herein will be deemed to be part of the scope of work.

Proposal Costs

The Proposer shall be responsible for all costs incurred in the development and submission of this proposal. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a respondent, the evaluation of an accepted proposal, or the selection of finalists. The Town shall not be contractually bound until the Town and the successful Proposer have executed a written contract for the performance of the work.

Proposals and Work Product Property of Town of Greenwich

All proposals submitted in response to this RFP are to be the sole property of the Town of Greenwich. Proposers are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the Town of Greenwich.

Withdrawal of Proposals Prior To Deadline

Anyone wishing to withdraw a 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 proposal by calling the respondent at the telephone number supplied on the reply sheets.

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

Withdrawal of Proposals After The Deadline

If a security check is required and a respondent does not honor his/her proposal for the specified time, the security check shall become the property of the Town.

After the proposal deadline has passed, the submitted proposals become the property of the Town and are valid offers to be honored by the respondent for one hundred and eighty (180) days or longer, as specified in the Request for Proposal.

Respondents who do not honor their proposals for the one hundred and eighty day (180) day period, shall be declared irresponsible.

No Changes to Proposal

No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Town of Greenwich at the Proposer's sole cost and expense.

Reservation of Rights

The Town of Greenwich Purchasing Department reserves the right to reject any and all proposals deemed to be in the best interest of the Town of Greenwich or to accept that proposal which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich Purchasing Department reserves the right to waive any informality in or reject any or all proposal, or any part of any proposal.

Presentations

Selected respondents may be required to present their proposals to the Town representative. The costs of such presentations shall be borne solely by the respondents.

Applicable Law

The laws of the State of Connecticut shall govern any contract resulting from this RFP. In the event of litigation, the exclusive venue and place of jurisdiction shall be the Judicial District of Stamford/Norwalk located in Stamford, Connecticut.

Contract

The Town of Greenwich has included as part of the RFP, **Exhibit C**, the **Personal Services Contract** format to be used for this procurement of consulting services.

The Proposer must accept the Town of Greenwich' standard contract language and conditions.

The contract will represent the entire agreement between the Proposer and the Town of Greenwich and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Town shall assume no liability for payment of services under the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by the Town. The contract may be amended only by means of a written instrument signed by the Town and the Proposer.

Insurance Requirements

The Town is planning to arrange for the chosen Proposer to begin work on this consulting project on/or about January 15, 2013. To accommodate this accelerated time line, all Proposers (as opposed to just the awarded consultant) should submit with their proposals the insurance documentation that is specified on **Exhibit A** of the RFP. Therefore, all Proposers should include with their proposals the required **Acord Certificate of Insurance Form**. All Proposers should also include with their proposals the specified endorsement letter, **Exhibit B** or a letter from their insurance agent indicating that the endorsement letter, **Exhibit B as specified in the RFP**, will be provided to the Town upon contract award. **Town of Greenwich Personal Service Contract #5735 shall be referenced in the appropriate place on all insurance documentation submitted as follows:**

- **Acord Certificate of Insurance Form confirming the required types and levels of insurance coverage**
- **Acord Certificate of Insurance Form confirming that the insurance policies are issued from insurance companies licensed to write insurance in the State of Connecticut with Best Book ratings that are acceptable to the Town of Greenwich which is attached as Exhibit A.**
- **Endorsement letter as specified in the RFP (or a written promise by the insurance agent that the endorsement letter as specified in the RFP will be provided within two business days after award) which is attached as Exhibit B.**

Respondents will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFP. The Acord certificate of insurance form must be completed by the Respondent's insurance agent/broker and submitted to the Purchasing Department. 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. 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" section. The "Description of Operations" section should also reference Personal Service Contract No. 5735 Consulting Service.**

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 authorized representative who signs the Acord form must sign the letter as well.

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 Proposer should also submit with the proposal the signed, original **“Insurance Procedure”** form, **page 15**, which states that the Proposer agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the proposal.

Execution of Agreement

The Proposer whose proposal is accepted will be required and agrees to duly execute the agreement and furnish the required insurance certificates within ten (10) days after award of the contract.

Cancellation of Award/Contract

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

STATEMENT OF PROJECT OBJECTIVES AND /GOALS

The primary goal of this study is to produce a Comprehensive Neighborhood Plan for future development of the Cos Cob area

As development pressure increases, the plan will help the Town to guide development instead of react to it. The intent is to have manageable and sustainable development in the Cos Cob area for future commercial, residential and institutional uses.

Specific recommendations are sought for zone changes, development of the proposals in the US Route 1 study (SWRPA) recommendations for access management and Post Road redesign, need for and location of additional parking along the street, and identifying appropriate locations for workforce housing as a transition between commercial development and existing single family residential areas adjoining the Post Road.

SCOPE OF SERVICES

The chosen consultant is to perform the following:

- 1- Evaluate existing Town policies and plans to maximize public access to and uses of the Mianus River and Mill Pond, including the need for dredging.
- 2- Provide recommendations for zoning changes to address future potential residential and business developments and needs in the Cos Cob area, particularly along the Post Road, including possible locations for workforce housing within one mile of the Post road.
- 3- Analyze current Town policies and plans for bike and pedestrian safe walkable streets and connecting routes to facilities.

- 4- Develop **conceptual** (not detailed) architectural and landscape designs for US Route 1, residential, business and town properties through regulatory tools such as signage, setbacks, landscaping and explore the Village Design concept.
- 5- Provide analysis on what facilities, services and housing units will draw in and maintain a younger population group.
- 6- Identify retail and service business trends and potentials for the Post Road, including a Special Service District
- 7- Work with P&Z in developing a survey (using Survey Monkey or other similar product) for Cos Cob residents and business owners, and institutional leaders to utilize
- 8- **Conduct 2 public meetings** with residents and business owners
- 9- Provide one (1) reproducible and ten (10) copies of a narrative report on the analysis as well as any charts or plans prepared as part of the analysis. Narrative report shall also be provided in an electronic format.

TOWN/ P&Z TO PROVIDE

P&Z will provide the following information to the consultant:

1. Land Use Inventory of existing conditions, building and uses, zoning in Cos Cob with GIS information and maps on an ongoing basis.
2. Tax Assessor data, latest studies and data on traffic, parking and bike/pedestrian safety for consultant to use and analyze. Studies include Safe Routes, Cos Cob Power Plant Park design and status, US Route 1 study by SWRPA, Bicycle Master Plan, Open Space Plan, Commuter parking lots locations, policies and fees.
3. Capital Improvement Program information from Town departments on long term construction, improvements and upgrading of infrastructure and community facilities in Cos Cob.
4. Notes and results of three (3) prior public meetings in 2011 and 2012 with Cos Cob residents and business owners reflecting their concerns, issues and needs.
5. P&Z will maintain its web page on the Town's website for ongoing activities, survey data, etc.
6. Pertinent site plans approved but not yet constructed.
7. Traffic reports and data submitted as part of recent site plans and DPW materials.

PROJECT TIMETABLE

The project shall begin on approximately January 15, 2012 and is anticipated to be completed no later than June 30, 2013.

REQUIRED RESULTS

The chosen consultant is required to provide the following:

Two (2) meetings with the Cos Cob community (one at the beginning for input, one at the end with the draft final report)

Survey results

Interim report within 3 months

Final report due June 30, 2013

The consultant shall provide one reproducible and ten copies of a narrative report on the analysis as well as any charts or plans prepared as part of the analysis. The narrative report shall also be provided in an electronic format.

Consultant must coordinate efforts with the Town Planner and the Planning and Zoning Commission.

PROJECT SCHEDULE

Selection of consultant and award – by December 1, 2012

Development and finalization of contract - by December 22, 2012

Notice to Proceed - by January 15, 2013

Submission of overview text and sample forms for SURVEY MONKEY –FEBRUARY 8

Completion of project and submittal of draft report - by April 15, 2013

Finalization of report - no later than June 30, 2013

PROJECT REQUIREMENTS

All costs including travel, attendance at meetings, photocopying, etc. shall be included in the fixed contract price. **\$50,000** is the maximum firm fixed fee as budgeted in this fiscal year.

The contact person, once the project has been contracted out, shall be Diane W. Fox, Director Planning and Zoning.

Proposal Format and Requirements

Proposals must be word processed, be printed on white paper and use a font size of not less than 10 points. A CD of the proposal is to be provided with the hard copy.

All responses to the RFP must conform to the instructions. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

The following proposal format requirements are designed to solicit information critical to the Town's evaluation of the Proposer's capabilities. The responses in this section will be a critical component in the evaluation.

The Proposer shall deliver one (1) complete original proposal noted "ORIGINAL" on the outside of the binding (hard copy) and five (5) complete copies also in hard copy to the Purchasing Department before the deadline. One (1) CD of the proposal is to be provided.

At the very beginning of the proposal, the Proposer should include a letter of transmittal signed by an individual authorized to bind the consultant.

The Proposer should repeat each question below, followed by the answer and/or form. Answers should be concise, but complete. Forms, where required, must be included. Proposers are expected to respond specifically to each question in this section. Failure to respond to all applicable questions and form requirements in this section may result in rejection of the proposal.

1. State the Proposer's full company name and home office address. Describe the organizational structure (e.g., publicly held corporation private non-profit, partnership, etc.) If it is incorporated, Proposer shall indicate the state in which it is incorporated and the date of incorporation or founding date.
2. List the name, title, mailing address, telephone number, fax number and email address of the primary contact person for this proposal.
3. Describe the organization and provide a brief history of the company.
4. Indicate how long the Proposer has been providing consulting services, the type of services and reports the Proposer has been involved with as the primary consultant.
5. Provide three (3) letters of reference from recent clients. Provide the name, title, company address and phone number for each reference.
6. Describe any professional or ethical conflicts that may interfere with the handling of this contract.
7. Discuss the Proposer's resources and personnel that help distinguish the consultant from the consultant's competition.

8. Attach copies of the résumé(s) of the staff that will be assigned to work on this study for the Town.
9. Provide a timetable of events covering the entire scope of work of this project.
10. Include with the proposal at least two (2) samples of similar studies performed within the past eight (8) years by the staff who will be assigned to work on this project.
11. Complete and submit with the proposal all required forms, including all Reply Sheets, insurance documentation, the Insurance Procedure Form, and the Statement of Proposing Company's Qualifications form.
12. Provide a written affirmation that the Proposer has read and accepts the RFP's conditions, the Town's standard contract and conditions and the Town's contract compliance requirements in their entirety and without amendment. This statement must be signed by the Proposer as it appears on Reply Sheet (Page 1 of 3).

EVALUATION CRITERIA

The Planning and Zoning Department's selection committee shall review, evaluate and rank the proposals received.

The proposals and the Proposers shall be evaluated and selected based on a number of criteria including; quality of related work experience, staff credentials and qualifications, a demonstrated ability to complete the project in a timely fashion as indicated, technical competency, number of properties to be inventoried, and thorough understanding of the required study.

Evaluation Criteria	Maximum Points
Content & quality of work samples submitted with proposal	30
Qualifications of the staff assigned to this project	25
Content of proposal & general description of proposed work effort	10
Proposed schedule	10
Cost	25
TOTAL	100

The financial strength of the finalist(s) may also be considered. The Town may also elect to interview one (1) or more of the finalists. The results of the interview process will also be factored into selecting the consultant.

STATEMENT OF PROPOSING COMPANY'S QUALIFICATIONS

Company Name _____

Address _____

Phone Number _____ Fax No. _____

When organized _____

State of incorporation _____

How many years has company been engaged in business related to this proposal under the present company's name: _____

Contracts now in hand (gross amount) _____

Company Officers _____

Have you ever defaulted on a contract or failed to complete a contract within the specified time?

Yes No

If so, please explain: _____

Exceptions taken, if any, to request for proposal specifications: _____

Proposer agrees prices will remain firm for _____ days.

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

TEL. NO. _____

TAXPAYER IDENTIFICATION NO. _____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6926 DEADLINE: 11/20/12 AT 3:00 P.M.

COS COB NEIGHBORHOOD PLAN CONSULTING SERVICES

REPLY SHEET (Page 1 of 3)

The respondent shall provide information for this project below. All pricing shall be complete and include all costs.

Firm Fixed Fee for full study \$ _____

By signing below, the Proposer acknowledges that s/he has read and accepts the RFP's conditions, the Town's standard contract terms and conditions and the Town's contract compliance requirements in their entirety and without amendment.

Respondent's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6926 DEADLINE: 11/20/12 AT 3:00 P.M.

COS COB NEIGHBORHOOD PLAN CONSULTING SERVICES

REPLY SHEET (Page 2 of 3)

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.

RESPONDENT CONTACT INFORMATION:

RESPONDENT 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 PROPOSAL #6926 DEADLINE: 11/20/12 AT 3:00 P.M.

COS COB NEIGHBORHOOD PLAN CONSULTING SERVICES

REPLY SHEET (Page 3 of 3)

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: _____

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, both of which must be signed with original ink "wet" signatures.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

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

PERSONAL SERVICE CONTRACT

Contract No.

THIS AGREEMENT made and entered into this _____ day of _____ 2012, by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting herein by the undersigned official, and _____ (hereinafter referred to as "Contractor"), whose principal office is located at _____, acting herein by _____ its _____, hereunto duly authorized,

WITNESSETH:

WHEREAS, the Town contemplates:

WHEREAS, the Town desires to retain the services of the Contractor to perform the following work:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. Describe services to be performed:

- 2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp. 1-7);
 Exhibit A, Insurance Requirements & Certificate of Insurance (pp. XX-XX);
 Other exhibit(s) (yes/no) entitled _____ (pp. _____);
 Other attachment(s) (yes/no) entitled _____ (pp. _____);
 for a total number of _____ numbered pages (hereinafter collectively referred to as "Contract").

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

4. The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town.

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

6. The Town may at any time and for any reason terminate this Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor and shall be subject to audit by the Town Comptroller. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

7. It is the intent of this Contract to secure the personal services of the Contractor or a duly authorized and competent representative(s) of the Contractor acceptable to the Town. Failure of the Contractor for any reason to make the personal service of such a person available to the Town to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

8. The Contractor shall not assign this Contract without prior consent of the Town in writing.

9. In the event of death or disability of the principal of the Contractor, any qualified partner or associate of the Contractor may be authorized, at the option of the Town, to continue to perform and complete all the terms, covenants and provisions contained in this Contract.

10. If the Contractor has been delayed and as a result will be unable, in the opinion of the Town, to complete performance fully and satisfactorily within the time allowed therefor, the Contractor, upon submission of evidence of the cause of the delay, satisfactory to the Town, shall at the discretion of the Town, be granted an extension of time for performance equal to the period that the Contractor was actually and necessarily delayed.

11. When the Town shall have reasonable grounds for believing that a) the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, or b) a meritorious claim exists or will exist against the Contractor or the Town arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Contract, then the Town may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town. No person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. No interest shall be payable by the Town on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Town.

12. The acceptance by the Contractor, his successors or assigns, of any payment made on the final requisition under this Contract, or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns, have or may have against the Town under the provisions of this Contract.

13. The Contractor shall not assert any claim arising out of any supervisory act or omission by any agent, officer or employee of the Town in the execution or performance of this Contract against any such agent, officer or employee. The Contractor shall require each person supplying labor or materials to the Contractor to agree in writing to the Contractor not to make any claim against the Town, its officers, agents or employees by reason of such labor or materials, or by reason of any acts or omissions of the Contractor.

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

15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit B. Before commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Acord form that is referenced in the attached Exhibit B evidencing such coverage.

16. Contractor agrees to comply in every respect with applicable State and Town laws, regulations and ordinances.

17. Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

18. The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Dated at Greenwich, Connecticut,
this _____ day of _____ 2012.

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 _____ 2012 by _____
name and title of officer/agent
of _____ a _____
name of corporation 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 _____
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 _____
name and title of position

Notary Public
My Commission Expires: