TOWN OF GREENWICH
PURCHASING DEPARTMENT
101 Field Point Road
Greenwich, CT 06830
203 622-7881

NO.: 6944 RFP

ISSUE DATE: 2/19/13

DEADLINE DATE: 3/15/13

DEADLINE TIME: 3:00 P.M.

____ REQUEST FOR BID

_X_ REQUEST FOR PROPOSAL

QUESTION DEADLINE: March 6, 2013

TIME DEADLINE: 11:00 A.M.

ITEM/CATEGORY TAX COLLECTION & ASSESSMENT APPLICATION SOFTWARE

LOCATION GREENWICH, CT

____ PREQUALIFICATION

_X_ STANDARDS/SPECIFICATIONS (ATTACHED)

_X_ 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. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.
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 – 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.

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 #6944 DEADLINE: 3/15/13 AT 3:00 P.M.

TAX COLLECTION & ASSESSMENT APPLICATION SOFTWARE

Background

The Town of Greenwich (the Town) is seeking proposals from experienced firms to supply an integrated assessment administration, tax collection, and utility billing software system per the requirements of this Request For Proposal.

Located in Fairfield County, Connecticut, the Town has approximately 22,300 real property parcels; 54,100 regular motor vehicle accounts; 9,200 supplemental motor vehicle accounts; 4,200 personal property accounts; and 16,300 sewer and water accounts. The Town is presently using the ProVal CAMA system for real estate valuation purposes, and MUNIS system for assessment and tax collection and billing. The Town's grand list (assessment) year is October 1st to September 30th; the fiscal year runs from July 1st to June 30th.

The Contractor shall provide services necessary for a comprehensive and fully integrated system implementation, which shall include planning and preparation, conversion, evaluation and training. The system will transition from the MUNIS product, and must integrate with the MUNIS financial and ProVal CAMA systems currently in use.

The Town is looking for a vendor hosted solution as a primary objective but would consider an in house hosted application. In addition, the Town prefers a vendor with an existing client base in the State of Connecticut utilizing the Assessment/Collection package.

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 **March 6, 2013 at 11:00 a.m.**

Town of Greenwich

Purchasing Department

101 Field Point Road

Greenwich, CT 06830

Fax: 203 622 7776

Email: jlatham@greenwichct.org

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.

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. No exemption certificates are required and none will be issued.

Proposal Costs

The respondent shall be responsible for all costs incurred in the development and submission of this proposal.

Selected respondents may be required to present their proposals and demonstrate the functionality of the proposed software to the Evaluation Committee in Greenwich, CT. The costs of such presentations/interviews shall be borne solely by the respondents.

State, Local and Federal Laws

The respondent shall acknowledge and agree that, should it be awarded the Contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to the performance of services.

Applicable 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.

Contract Format

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

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.

Insurance Requirements

The **awarded** vendor 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 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 shall be addressed to the Towns' Director of Purchasing and **must follow**

exactly the format of the letter attached as Exhibit B. It must be signed by the same individual authorized representative who signed the Acord form. Both the certificate of insurance and the letter 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.

The vendor should submit with the proposal the signed, original **"Insurance Procedure"** form, page 28, which states that the vendor agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the bid.

Pricing

Pricing shall be complete and be based upon the product requirements and services specified in this RFP. Any restrictions and/or limitations placed on the purchase of specific items / modules are to be noted (e.g. an item cannot be purchased independently of others). The respondent shall describe and quantify in the proposal any support and/or resources that are expected from the Town (e.g., work space, dedicated staff, etc.).

The respondent shall provide separate pricing for vendor hosted vs. an in-house hosted solution.

Reimbursable expenses (if any) are to be estimated and separately noted.

Execution of Agreement

The selected respondent will be required to duly execute the 'agreement' and furnish the required contract bonds if any and insurance documentation within ten (10) days after award of the contract.

Cancellation of Award/Contract

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

Project Completion, Acceptance and Warranty

Testing and Acceptance: Authorized Town personnel will perform comprehensive testing to ensure the installed system and each component meets the function specified; the test acceptance period is not expected to exceed sixty (60) days. The contractor will be promptly notified in writing of any system malfunction and/or operating deficiency. Acceptance will be determined per the terms of the contract executed between the Town and Contractor.

System Warranty: The warranty period will be determined per the terms of the contract executed between the Town and contractor.

Minimum Qualifications

The respondent must meet the following minimum qualifications:

The firm must have at least two years of recent experience providing similar software solutions to public sector clients.

The firm must have at least one current client in the State of Connecticut using the latest version of the Assessment/Collection system.

PRODUCT SPECIFICATIONS

General System Requirements:

- Ability to download information to Microsoft Office applications (Word/Excel)
- Adhoc report functionality and query capabilities
- Ability to create reports in pdf format
- Full security functionality for multiple levels of users
- Ability to manipulate the data with third party report writer software
- Ability to convert existing data from the MUNIS system

Assessor's System General Requirements:

- Full assessment administration functionality
- Ability to perform a real estate value phase-in
- Interface with ProVal CAMA system – ability to interface with current and all future versions.
- Local elderly and tax credit processing
- All reports required by the State of Connecticut, Office of Policy & Management
- Personal property CAMA system
- Motor Vehicle processing in compliance with the State of Connecticut

Tax Collector's System General Requirements:

- Full tax collection / billing functionality
- Ability to defer tax payments
- Lock-box payment processing capability
- Bank escrow mortgage payment service processing
- Interface to *Munis* financial system
- Internet capability for tax payers to look-up payment information and process payments over the Internet
- Ability to provide tax bill presentment over the Internet to Greenwich taxpayers
- All information available on the Internet inquiry must be current as of the close of the last day of business
- Capability for other Town officers to look-up payment status information
- Ability to interface with payment processing companies
- All reports required by the State of Connecticut

Process controls: The proposed product shall provide edit controls to prevent incomplete or incorrect data from being processed and programmatic control of the process flow to prevent information from being processed in the wrong sequence.

Modularity: The proposed product shall be modular in design in order to integrate new application components as a phased implementation, and to fully utilize new technological advances. Once implemented, the system must be easily expandable to include new capabilities without negatively impacting previously implemented functionality.

Assessment and Tax Collections Product Functionality

The proposed product shall be a billing, revenue, receivables management and assessment administration system that provides the Town with the following:

Tax assessment administration for real property, prorated real estate, personal property, motor vehicle and supplemental motor vehicle.

Billing, collection and record maintenance for real, personal, motor vehicle, supplemental motor vehicle and special services district taxes, sewer use and assessment fees.

A virtually unlimited number of miscellaneous revenue types including payments in lieu of taxes, pari-mutual taxes, and collection agency fees.

Ability to print a date sensitive trial balance showing each account's beginning balance, increases or decreases the amount due as result of adjustments and payments and then prints totals all of the account balances payments and adjustments by type and then provides a summary report by property type and list year.

Detail of all adjustments can be noted by adjustment type, property type and list year by any range of dates.

Ability to handle cap credits and surcharges per Connecticut General Statute 12-62d.

On line real time processing of transactions and assessment updates.

Inquiry search by PARCEL ID in its current format, map, block and lot, property location, first name, second name, partial name, vehicle registration (plate) number, vehicle VIN#, list number, property type and list year.

Ability to include only certain accounts (i.e., paid or unpaid, bankruptcy, tax appeal, etc.) in a search inquiry.

Ability to enter and retain comments (of a reasonable, useful length) for each account or group of accounts.

Ability to mass update owner information. Single address changes cascade to multiple records.

Ability to interface with all Real Estate Bank Escrow Services.

Ability to look up all taxes paid by a single check.

Ability to email duplicate tax bills.

Ability to email delinquent statements.

Ability to defer taxes.

Ability to handle bankruptcies in accordance with federal bankruptcy law and state law.

Ability to enter and monitor alias tax warrants through a tax warrant tracking system.

Ability to calculate both State and Town Elderly Homeowners Freeze benefit and electronic Elderly/Homeowners application.

Ability to produce Magnetic/Electronic Media Reporting for State reports.

Ability to maintain Veteran's Data Base.

Ability to signal change in ownership for exemption change. Ability to apply exemption to regular motor vehicle list and unused portion of exemption to supplemental motor vehicle list.

Ability to add a field for a percentage of the assessment for non-filers of income and expense forms.

Ability to produce in duplicate grand list, prorates, certificates of correction, elderly prorates, new construction, increase and penalty notices, Board of Assessment Appeals labels for specific category.

Ability to enter and monitor payment plans.

Ability to prohibit unauthorized transactions such as the waiver of interest.

Ability to accept credit card and Internet payments.

Ability to interface with the Town's lock box agent.

Ability to handle elderly and disabled credit program adjustments and billings.

Ability to adjust personal property tax accounts and reflect the proper interest due per Connecticut General Statute 12-53.

Ability to handle tax sales arid the sales of tax liens.

Ability to update file with change of address data from DMV, USPS'S NCOA and/or CAS Certification.

Ability to produce date sensitive detailed delinquent listings and an Analysis of Taxes Collectible that reflects the correct taxes (delinquent & non-delinquent), interest due, lien fees and number of delinquent accounts.

Ability to produce in house duplicate bills and statements (showing multiple user defined accounts).

Ability to store confidential notes pertaining to tax bills and assessments.

Ability to flag tax bills that require special handling such as by level 1 personnel or the Tax Collector.

A complete audit trail of all changes to the database.

Connectivity to all applicable existing systems determined to be necessary by the Town e.g., CAMA System, Financial System.

Full compliance with both voluntary and mandatory state laws pertaining to tax assessment and collection.

Ability for the user to modify or create ad-hoc reports.

Ability to store the billing history for a minimum of fifteen (15) years or the duration of time that tax is due and ability to purge and/or archive records based on user defined criteria.

Ability to interface with MS Office products.

Ability to add fields for additional data capture or ad-hoc selection criteria.

Open Database Compliance (ODBC).

Ability to mass update unpriced motor vehicles.

Ability to print and process on line Certificates of Changes, Certificates of Occupancy for all property types; i.e., Real Property, Personal Property and Motor Vehicles, at any time, with the ability to update the Assessment Administration System and/or the Tax Billing & Collection System as desired by each Office.

Ability to print and process On Line Motor Vehicle Pro-rations at any time with the ability to update the Assessment Administration System and/or the Tax Billing & Collection System as desired by each Office.

Dial Up, On Line, & Telephone and other support. Availability and timeliness are critical.

Ability to maintain master and related records for all parcels and accounts.

Ability to import and export mdb, dbf, & txt data files.

Ability to bill property owners for a variety of Property Types and Tax Years by a Single Taxpayer Identification Number along with the ability for the user to add or separate accounts from a Taxpayer Identification Number /change 10 numbers or add or remove ID numbers from accounts.

Bill printing in "Club" format where all motor vehicles owned by a single taxpayer appear on one bill.

All printing and binding services.

Ability to perform real estate phase-in after revaluation.

Full security to menu, option, report and limited field level.

Additional Assessment and Tax Collections Product Functionality

The Assessor's system shall interface to the Tax Collector's System Tax.

The Tax Collector's System shall interface to the Financial System.

The Assessor's CAMA system shall have a seamless interface to the Assessor's Administrative System.

The Assessor's CAMA system shall have a user initiated bridge (interface program) to the proposed assessment administrative system.

The proposed software shall comply with the reporting requirements of the Office of Policy and Management as to format and content for each of the following reports and forms:

- State of CT M-35-H Elderly Application Form
- State of CT M-13 Report
- State of CT M-l3A Report
- State of CT M-35B Report
- State of CT M-36A Report
- State of CT M-37 Report
- State of CT M-37CH Report
- State of CT M-42B Report
- State of CT M-59A Report
- State of CT M-65A Report
- State of CT M-65AMV Report
- State of CT M-35P Report
- State of CT M-36P Report
- State of CT DEP-F-490 Report
- State of Veterans Administration Report
- State of CT M-46 Report
- State of CT M35H Electronic Elderly Application Form
- State of CT M-35G Elderly Prorate Form

Personal Property CAMA Product Functionality

The proposed product shall be a Personal Property CAMA system that provides the Town with the following:

Ability to track depreciation over life of property per CT requirements.

Ability to track Lessee/Leasor information.

Ability to calculate and assess penalties for no-filers and late filers.

Abiltiy to mark accounts in 'Audit' for auditing purposes.

Ability to mark accounts inactive or pending.

Ability to allow web access for updating Personal Property On Line.

Ability to automatically interface to Personal Property Grand List.

Ability to compare current year to previous year values.

Ability to print Personal Property Declaration with current Grand List Assessments for Tax Payer ease of completion.

Ability to print M-65 State Report for State of CT.

Utility Billing Product Functionality

The proposed product shall be a Utility Billing, administration system that provides the Town with the following:

Ability to provide for Water, Sewer and Assessment Billing.

Customer ID must be same as the Tax Payer ID.

Ability to print bills annually, semi-annually or quarterly.

Ability to include barcodes on bills for future payment scanning.

Ability to provide for proper interest calculations.

Ability to produce delinquent bills and statements.

Ability to identify past due accounts.

Ability to place liens on past due accounts.

Ability for electronic bill presentment.

Ability to interface payments with financial system.

Interface with Revenue Collection System.

Ability to send delinquent notices and statements including delinquent tax information.

Automatic calculation of bills by metered consumption or by dwelling unit or a combination of both.

SCOPE OF WORK

The Contractor shall provide the Town with the following services:

Conversion of Data Files: The Contractor must be able to convert the existing MUNIS files to their software. The Contractor is to verify all totals for each year converted and submit proof to the Town before the Town shall accept the new software.

Schedule of Work: The Contractor must submit a proposed schedule for the project.

Implementation Support: The Contractor shall provide a realistic plan, pricing and schedule to implement the proposed system, and to provide training and on-going support. The schedule must illustrate milestones for deliverables, critical path items, and with blocks of time for tasks for both the supplier and town resources.

Training: The Contractor shall provide detailed plans for training Town staff so they are able to answer inquiries, enter data, and handle day-to-day management of the system (assume Town staff consists of total 15 employees: 7 in assessor's office, 8 in tax collector's office.

PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

The respondent shall deliver one complete original proposal, and five complete copies of the proposal to the Purchasing Department before the deadline. Respondents should also include one CD or Flash Drive containing a PDF of the complete original proposal.

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

The respondent should repeat each of the following questions, followed by the answer and/or form. Answers should be concise, but complete. Respondents 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 firm's full company name and home office address. Describe the organizational structure. List the name and occupation of those individuals serving on the organization's Board of Directors, and list the name of any entity or person owning 10% or more of the organization.

2. List the name, title, mailing address, telephone number, facsimile number and email address of the contact person for this proposal. The contact person must be authorized to sign this contract for the firm.

3. Submit your most recent audited financial statements. This information should be submitted in a separate sealed envelope, which will be opened only upon consideration for hire.

4. Discuss the extent to which qualified staff will be available to provide the necessary services. Include a complete resume' and project assignment for each professional or technical person to be assigned to the project.

5. Describe the key competitive advantages offered by the firm including unique business relationships, specialized equipment and knowledge, public sector specialization, service quality awards, certifications, innovative approach for this project, etc.

6. Discuss the firm's work currently under contract and the firm's ability to meet the schedules of this project. Explain how this project will be scheduled. Include information regarding maintenance of project schedules and budgets for prior clients. Describe specific cost-saving measures, and their magnitude, implemented on past projects and how project schedules were improved or expedited to the entity's benefit.

7. Provide a list of public-sector projects completed and/or in-process within the past five years, complete with brief project description, dollar value, names, addresses and telephone numbers of contact persons for each. Include a minimum of five client references whose systems are similar to the Town of Greenwich in population, scope and complexity; include complete contact information for each.

8. Discuss the firm's training tools and proposed methods and procedures for the Town.

All training will preferably be done in the Town of Greenwich: discuss the nature and location of any training that cannot be performed in Town.

Provide information on IT staffing requirement for hosted and in-house solutions and required application support training for IT staff.

9. Provide details of the features and capabilities of the proposed application software, confirm its ability to meet all of the Town's requirements, and include the following information:

Hardware: Describe the hardware environment required to use the proposed software. If multiple hardware platforms are available, list all options and indicate the strengths and disadvantages (if any) of each for solution proposed: hosted or in house. For vendor hosted solution all clients' software should be Windows 7/XP compatible. For in house solution it should be compatible with Windows 2008/2003 network running in VMware environment.

Database Software: Provide a description of the Relational Database Management System (RDBMS) utilized in the proposed system. MS SQL is preferred type of database for in house solution.

Third-party Products: State the name of any third-party products included with your proposed solution. For each product, state whether your contract would encompass the third party and/or whether the town would independently contract for that product.

Report Writer: Describe the content and capabilities of a proposed report writer function, and note its compatibility with the proposed RDBMS.

Software Licensing: Provide detailed description of all software and software support services in the proposal. Provide the attendant licensing costs, including initial acquisition of licenses and annual maintenance costs on the pricing reply sheet. Note that the Town intends to develop various strategies for a phased approach to implementation; the contractor may work with the Town to phase-in licensing costs commensurate with the implementation strategy.

Optional Software: The Town will consider value-added components that are not specifically requested; include a description of any products, features or other value- added components that are available for use with the proposed system.

System Security: Include a detailed description of the proposed system's security features. The Town intends to purchase a system that can be utilized in a decentralized manner by local departments within the Town, as well as remote departments. For this reason, it is imperative that security be assigned to the individual employee- not to the employee's workstation – and that security controls prevent employees from accessing and/or updating the data of another department.

Maintenance: Specify for each module the nature of any post-implementation support included in your proposal, which may include telephone support (toll-free hotline, hours of operation); special plans or levels of customer support; availability of user groups and their recent activities; process for reporting problems and achieving resolution; other support (remote dial-in, website access to patches, knowledge base, etc.). Provide Service Level Agreement (SLA) for hosted solution. Provide schedule/frequency for issuing major/minor releases and support availability for any current release of software.

10. Include the following sample documents in the proposal:
    - Training manual
    - Documentation for the proposed system
    - Software / implementation services contract
    - Standard reports
    - Implementation plan(s) that was used at other similar site(s)

11. Include all completed Reply Sheets, Software Functionality Analysis Form, Vendor Information Form, and the Insurance Procedure Form with the proposal.

EVALUATION PROCESS

Proposals will be evaluated by the Evaluation Committee using the following criteria:

CRITERIA	MAXIMUM POINTS
1. Functionality and capabilities of proposed software; usefulness of options; value added features.	25
2. Level of experience of the firm and the expertise of the staff that will be assigned to provide the required services; size, scope and number of similar projects completed successfully. Ability to complete the project within the required timeline, and to commit staff in a timely way when requested.	25
3. Price of product and services.	20
4. Distinctive competitive advantages such as unique prior experiences and/or business relationships, specialized knowledge, public sector specialization, service quality awards, certifications, evidence of an innovative approach that the firm will use, etc.	10
5. Training tools, proposed training process & methods.	10
6. Sample documents submitted such as report samples, previous implementation plans, software contracts, etc.	10
Total	100

Evaluation Committee

The Evaluation Committee will be comprised of the following individuals:

- Lauren Elliott, Assessor
- Boris Hutorin, IT Director
- Anthony Tod Laudonia, Tax Collector
- Brenden McDonough, Assistant Tax Collector
- Robert Shipman, Assistant Assessor

The Evaluation Committee members will read and grade (privately and individually) all responsive proposals based on the evaluation criteria specified in this RFP. Each respondent will be ranked by the Senior Buyer based on the Evaluation Committee's scores of the proposals. The highest ranked respondents will be identified as finalists.

The finalists may be interviewed by the Evaluation Committee. The interviews will be graded and the finalists will be ranked based on the grades they receive for the interviews.

The financial strength of the highest ranked finalist(s) and the results of reference checks may also be considered during the evaluation process. In addition, exceptions raised by the highest ranked finalist (if any) will need to be reconciled to the mutual satisfaction of both parties.

If the Town elects to make an award for this project, the highest ranked responsive, responsible finalist will receive the award.

Observers & Advisors

The Town may elect to have observers and advisors contribute to the evaluation process. They will be permitted to read the proposals of the finalists; will be permitted to attend the interviews; and will be permitted to ask questions at the interviews. The observers and advisors will not be permitted to grade the proposals or the interviews.

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6944 DEADLINE: 3/15/13 AT 3:00 P.M.

TAX COLLECTION & ASSESSMENT APPLICATION SOFTWARE

Reply Sheet Page 1 of 5

Pricing

The respondent shall provide complete pricing for the proposed software in the table below:

Product Detail	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Application Software	$	$	$	$	$	$
3rd Party Software	$	$	$	$	$	$
Database Software Licenses	$	$	$	$	$	$
Hardware	$	$	$	$	$	$
Training	$	$	$	$	$	$
Conversion	$	$	$	$	$	$
Software Maintenance	$	$	$	$	$	$
Total	$	$	$	$	$	$

Respondent's Company Name _____

Authorized Signature_____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6944 DEADLINE: 3/15/13 AT 3:00 P.M.

TAX COLLECTION & ASSESSMENT APPLICATION SOFTWARE

Pricing Continued

The respondent shall provide consulting service rates by completing the table below:

ROLE	DESCRIPTION	HOURLY RATE

Respondent's Company Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6944 DEADLINE: 3/15/13 AT 3:00 P.M.

TAX COLLECTION & ASSESSMENT APPLICATION SOFTWARE

Reply Sheet Page 3 of 5

Exceptions

The respondent shall list all exceptions (if any) that are being raised in regard to the language, terms, or conditions specified in the RFP:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Respondent's Company Name _____

Authorized Signature_____

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 INFORMATION:

RESPONDENT NAME _____

ADDRESS _____

_____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

STATE OF CT TAXPAYER ID # _____

FEDERAL TAXPAYER ID # _____

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

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6944 DEADLINE: 3/15/13 AT 3:00 P.M.

TAX COLLECTION & ASSESSMENT APPLICATION SOFTWARE

Reply Sheet Page 5 of 5

NON- COLLUSION LANGUAGE CONTINUED

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

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.

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.

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 _____

RESPONDENT'S COMPANY NAME _____

Vendor Information & Signatory Form
For all Contracts equal to or in excess of $250,000

Vendor Name: _____

Business Address: _____

Telephone: _____ Fax: _____

Email: _____ Web Site: _____

Type of Entity: Corporation: _____ Type of Corp.: _____ LLC: _____
Partnership: _____ Joint Venture: _____ Sole Proprietorship: _____
Other (please describe): _____

1. CT State Business License Number (if applicable): _____
   State Agency issuing license: _____
2. Number of years in business under entity name: _____
3. Full names of entity's owners (> 20% ownership), officers and managers. (use a separate sheet of paper if necessary)
4. Has the entity changed its name within the past 3 years?
   a. YES ☐ NO ☐
5. If yes, provide former name(s): _____
6. Have there been any recent (within the last three years) changes in control/ownership, > 20% of the entity?
   a. YES ☐ NO ☐
7. If yes, explain. (use a separate sheet of paper if necessary)
8. Have officers or principals of the entity ever had any license suspended or revoked (other than Driver's License) for any reason?
   a. YES ☐ NO ☐
9. If yes, please explain. (use a separate sheet of paper if necessary)
10. Is the entity or has the entity, or any of its principals, officers, members or owners ever been a party to or involved in any US civil, criminal, or regulatory action or settlements, lawsuit or other legal action >$25,000 involving the Town of Greenwich or any other municipality in the States of CT or NY related to the vendor's business activities?
    a. YES ☐ NO ☐
11. If yes, please explain. (use a separate sheet of paper if necessary)
12. Has any principal, officer, member or owner of the undersigned entity within the last three years been a principal, officer, member or owner of any entity that has filed for bankruptcy or been voluntarily or involuntarily dissolved?
    a. YES ☐ NO ☐
13. Name and title of person completing / responsible for submission of this RFP or contract and the responses to this questionnaire: _____
14. Telephone number and email address for person identified in questions #13:
    Phone No.: _____ Email Address: _____
15. If requested by the Town during the solicitation process, the vendor hereby agrees to provide the Town with copies of the most recent three (3) years of Loss History Reports for all lines of insurance coverage from its insurance carrier (as named herein) for all contracts and RFPs/RFQs/RFBs equal to or in excess of $250,000.
    a. YES ☐ NO ☐

    Name of Insurance Carrier: _____

    The loss history reports shall include claims data for all fifty US states; detail of each claim for the past three years for AL, GL, WC; and a summary page with the annual total claim amounts for the past three years for AL, GL, and WC.

16. Have any claims been made against the entity's performance bond? YES ☐ NO ☐

17. Please indicate whether your entity is currently debarred from doing business in the State of Connecticut or any other state.

    a. YES ☐ States:_____ NO ☐

With regard to this item No.17, the vendor understands and agrees that it has a continuing obligation to inform the Town if it is debarred from doing business in the State of Connecticut or any other State after it has submitted this Vendor Information Form. The Vendor understands and agrees that its obligation to keep the Town informed of any change in status continues up to and including the time of award of the contract and if vendor is awarded the contract, its obligation shall continue during the entire duration of the contract.

FAILURE TO COMPLETE THIS FORM OR FAILURE TO PROVIDE THE NECESSARY BACK UP INFORMATION FOR ANY QUESTION ON THIS FORM MAY RESULT IN DISQUALIFICATION.

18. **Signature** _____ Date: _____

Name and Title (Print) _____

RFP #6944
Software Functionality Analysis Form

	Town of Greenwich Integrated Tax Assessment Administration, Tax Collection and Utility Billing System General System Features	Software Functionality Analysis		
		Currently Available in Software	Future Modification (within 6 Months)	Not Available in Software
I.	*System Design*			
1.	System has a Windows graphical user interface (GUI) design			
2.	System has a web-based user interface design			
3.	Data can be imported from popular Windows applications formats			
4.	Data can be exported into standard spreadsheet file (Excel)			
5.	Data can be exported into standard word-processing file (Microsoft Word)			
6.	Data can be exported into comma delimited file			
7.	Master data files can be exported			
8.	Transaction records can be exported			
9.	System is fully integrated using modular design approach			
10.	On-line help library can be searched using context sensitive queries			
11.	User definable help messages may be added to system			
12.	Error messages are presented in plain English			
13.	Data can be accessed using look-up windows, pull down field lists			
14.	System can process reports, calculation and entry processing simultaneously			
15.	User definable fields can be added to all screens			
16.	Data entry screens can be modified to user specifications			
II.	*Integration Features*			
1.	Application integrates with ESRI GIS software solution			
3.	Application integrates with Lotus Notes/Domino email system.			
III	*Database Features*			
1.	System data is managed using a relational database engine			
2.	Data within the application can be accessed through ODBC			
3.	All application data can be accessed using a Report Writer			
IV	*Network Features*			
1.	System operates in a Windows 2008/2003 server environment running on VMware platform			
2.	Application is Windows 2008 Active Directory compliant			

Respondent's Company Name: _____

Authorized Signature: _____

RFP #6944
Software Functionality Analysis Form

		Town of Greenwich Integrated Tax Assessment Administration, Tax Collection and Utility Billing System General System Features	Software Functionality Analysis		
			Currently Available in Software	Future Modification (within 6 Months)	Not Available in Software
V		*Mobile Computing Integration*			
1.		Application supports access from smartphones			
2.		Application supports access from tablet devices			
3.		Application supports online payments feature for all types of bills generated by this system			
	a	credit cards			
	b	debit cards			
	c	ACH/eChecks			
VI		*Report Writer features*			
1.		Report writer has easy to use editing features (insert text, character formats, spacing)			
2.		Data fields and formats can be formatted and positioned according to user needs			
3.		Files and databases of all modules are available for report creation			
4.		Standard Query Language (SQL) is available			
5.		Ascending, descending and multiple sort criteria can be assigned to any field			
6.		Totals, averages, highest and lowest number functions can be set to any group or column			
7.		Boolean logic functions can be used			
8.		Reports can be saved for future re-use			
9.		Graphs and charts can be produced within system			
10.		Quick ad-hoc report writer feature is available			
VII		*Report Output Options:*			
1.		Reports printed to screen have full view access			
2.		Reports can be saved to ASCII file format			
3.		Reports can be saved to a comma de-limited file format			
4.		Reports can be saved to MS Office 2003/2010 file format (Word, Excel, Access)			

Respondent's Company Name: _____

Authorized Signature: _____

RFP #6944
Software Functionality Analysis Form

		Town of Greenwich Integrated Tax Assessment Administration, Tax Collection and Utility Billing System General System Features	Software Functionality Analysis		
			Currently Available in Software	Future Modification (within 6 Months)	Not Available in Software
		System Security			
VIII		Security access controls can be set:			
	1.	- by department			
	2.	- by module			
	3.	- by menu option			
	4.	Access controls for multiple users can be assigned via workgroup security			
	5.	All changes to sensitive data files are tracked through background audit process			
		Audit Trail information			
IX		Audit trail information is captured for all module master files, including:			
	1.	- before and after image of transaction			
	2.	- date and time stamp of transaction change			
	3.	- user information			
	4.	- transaction description			
		System Documentation			
X		System documentation contains the following:			
	1.	- Full glossary of terms used within text			
	2.	- All error codes and detail instructions on how to resolve problems			
	3.	- Detailed functional software documentation			
	4.	- Detailed technical software documentation			
	5.	- User training guide and manual (available through training classes)			

Respondent's Company Name: _____

Authorized Signature: _____

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.

EXHIBIT B

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 _____ 2013, 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,

W I T N E S S E T H:

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 _____ 2013.

Witnessed by:

_____

_____

THE TOWN OF GREENWICH

By _____ **L.S.**

Its _____

Witnessed by:

_____

_____

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 _____ 2013 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: