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

NO.: 6988 RFP

ISSUE DATE: 3/21/13

DEADLINE DATE: 4/11/13

DEADLINE TIME: 3:00 P.M.

____ REQUEST FOR BID

_X_ REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

_____

ITEM/CATEGORY DEPARTMENT OF PARKS & RECREATION SUMMER CAMP TRANSPORTATION

LOCATION TOWN OF GREENWICH

____ 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.

Renata Michalski

Renata Michalski, 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 #6988 DEADLIINE: 4/11/13 AT 3:00 P.M.

DEPARTMENT OF PARKS & RECREATION SUMMER CAMP TRANSPORTATION

Required Services

The purpose of this Request for Proposal is to obtain bus transportation for summer camp attendees consisting of children and young adults for summer 2013 with an additional option year for summer 2014. Although the dates for year 2014 summer camp transportation will be different, the number of campers and term of service will be similar to the summer 2013 needs. Please provide pricing for both on the Reply Sheets.

The day camp for Kamp Kairphree begins on June 24, 2013 and runs through August 16, 2013, for eight (8) weeks. The camp is closed for one (1) day out of the eight-week period on **July 4, 2013**. An average of at least 145 children, ages five to twelve, are bused daily Monday through Friday. Two (2) large buses, to seat at least 71 passengers each, are needed daily. The designated bus routes are as follows:

Bus Route A

Pick Up Points	Pick–up time	Returns
Western Greenwich Civic Center	8:10 A.M.	4:50 P.M.
Western Middle School	8:15 A.M.	4:45 P.M.
Byram/Schubert Library	8:25 A.M.	4:35 P.M.
Armstrong Court	8:30 A.M.	4:30 P.M.
Hamilton Avenue School	8:35 A.M.	4:25 P.M.

Bus Route B

Pick Up Points	Pick–up time	Returns
Julian Curtiss School	8:10 A.M.	4:35 P.M.
Cos Cob School	8:20 A.M.	4:30 P.M.
North Mianus School (Back of school)	8:25 A.M.	4:25 P.M.
Dundee	8:30 A.M.	4:20 P.M.
Adams Gardens	8:35 A.M.	4:15 P.M.
Riverside School	8:45 A.M.	4:10 P.M.
Old Greenwich School	8:50 A.M.	4:05 P.M.

Bus Routes A and B pertain to daily trips on Mondays, Tuesdays, Thursdays, and Fridays. Drop off will be at the Greenwich Civic Center, 90 Harding Road, Old Greenwich, CT 06870. On Wednesdays only, both buses will drop off the children at the Island Beach Dock in the A.M. and will pick up the children at the Island Beach Dock in the P.M.

Kamp Kairphree will provide bus monitors for each bus. Once the buses arrive at the Green Civic Center, they wait for the children to be split up and some will be transported to Green Point. Two stops will be made at the Point – one in the front of the beach and one in the bac the beach at Eagle Pond. If at **any** time it begins to rain, a bus shall pick up the chil **immediately** at the front and back of beach.

Bus yard must be located within ten (10) miles of Old Greenwich, CT in order to con with the Required Services of this RFP.

Transportation for special event trips throughout lower Fairfield County (i.e. movies, thea etc.) is also required. Vendor shall include pricing for additional trips on the Reply Sheets.

Vendor's Equipment/Drivers

All transportation services to be provided by the vendor including the bus equipment, the hi licensing and training of drivers, and the operation of buses shall strictly conform tc applicable federal, state and local laws, rules, and regulations.

The buses used shall be kept in proper order and in safe, clean and sanitary condition. All b used shall have the ability to communicate with the firm's office.

Each bus driver employed by the vendor to provide transportation services (pursuant to contract) shall be fully competent to operate a bus transporting children and shall have a st personality and high moral character. No bus driver shall have less than five (5) year licensed driving experience.

The vendor shall assign drivers permanently to each bus and, except in cases of emergency assigned drivers will not be changed. If a driver proves to be unsatisfactory in the eyes o Town of Greenwich, the vendor will provide a replacement driver, meeting the approval o Town, within 24 hours after notification by the Town.

Issuance of Addenda

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

Modification or Withdrawal of Proposals

WITHDRAWAL OF PROPOSALS PRIOR TO DEADLINE

A bidder 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 bidder 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 bidder. The bidder may then withdraw completely from the bidding process, or may modify the proposal and resubmit before the deadline.

WITHDRAWAL OF 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 proposal deadline has passed, the submitted 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 Proposal.

Bidders who do not honor their 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 RFB. 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 10**, 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.

Contract Format

The Town of Greenwich has included as part of the proposal, **Exhibit C**, the Personal Service Contract format to be used for this service. In order to be considered by the Town, any exceptions to the language included in the Town's contract format must be declared in the Exceptions area of the Reply Sheets.

Price Guarantee

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

Payments

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

Taxes

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

Reservation of Rights

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

Cancellation of Award/Contract

If vendor fails to perform or observe any material term or condition of the proposal or order 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.

Criteria for Evaluation of Proposal

The Town of Greenwich has determined that it would be in its best interest to award the contract for services specified to a financially stable company with a proven safety record in the bus transportation field. Factors that will be considered shall include, but not be limited to, the following:

- Company's ability to provide necessary services and meet insurance requirements
- Number of years in business
- Size of company
- Vehicles to be provided

Vendor shall provide five (5) references on the Reply Sheets.

Requests For Information

Any requests for clarification or additional information regarding this proposal should be addressed to Renata Michalski, Buyer, Purchasing Department, Town of Greenwich. If any substantive requests for information are received and responded to by the Town of Greenwich, an addendum to this RFP will be issued.

Submission of Proposals

PROPOSALS ARE DUE BY Thursday, April 11, 2013 AT 3:00 P.M. Vendor shall submit one (1) original and three (3) copies of the sealed proposal to:

Town of Greenwich
Purchasing Department, 1st floor
101 Field Point Road
Greenwich, CT 06830
Re: RFP #6988

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6988 DEADLIINE: 4/11/13 AT 3:00 P.M.

DEPARTMENT OF PARKS & RECREATION SUMMER CAMP TRANSPORTATION

REPLY SHEET (Page 1 of 4)

Vendor shall provide pricing as follows:

For the period commencing June 27, 2013 through August 19, 2013, eight (8) weeks excluding July 4, 2013, vendor shall provide bus service at the following rates:

Regular service for eight (8) weeks, as specified in this RFP, to and from the Greenwich Civic Center or Island Beach Dock to include morning pick up and drop off and afternoon pick up and drop off, for a **lump sum fee**:

$_____ for **two (2)** buses

Special event trips, Monday through Friday between 8:00 a.m. to 5:00 p.m.
"Coach-type" buses not required.

$_____ per hour per bus

For an additional option year per mutual agreement, for regular service for an eight-week period excluding July 4, 2014, vendor shall provide bus service at the following rates:

$_____ for **two (2)** buses

Special event trips, Monday through Friday between 8:00 a.m. to 5:00 p.m.
"Coach-type" buses not required.

$_____ per hour per bus

Bus yard is located _____ miles from Old Greenwich, CT.

EXCEPTIONS: Vendor shall state below any exceptions to the language of this Request For Proposal, the insurance requirements, and/or the contract format:

_____

_____

_____

_____

RESPONDENT'S NAME: _____

AUTHORIZED SIGNATURE: _____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6988 DEADLINE: 4/11/13 AT 3:00 P.M.

DEPARTMENT OF PARKS & RECREATION SUMMER CAMP TRANSPORTATION

REPLY SHEET (Page 2 of 4)

Vendor shall provide five references in the table below:

COMPANY	CONTACT NAME	PHONE NUMBER	LENGTH OF SERVICE
1.			
2.			
3.			
4.			
5.			

RESPONDENT'S NAME: _____

AUTHORIZED SIGNATURE: _____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6988 DEADLIINE: 4/11/13 AT 3:00 P.M.

DEPARTMENT OF PARKS & RECREATION SUMMER CAMP TRANSPORTATION

REPLY SHEET (Page 3 of 4)

Non-collusion Language

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

Compliance with Ethics Code

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

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

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 #6988 DEADLIINE: 4/11/13 AT 3:00 P.M.

DEPARTMENT OF PARKS & RECREATION SUMMER CAMP TRANSPORTATION

REPLY SHEET (Page 4 of 4)

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

2. DEFINITION. (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.

3. GIFTS AND FAVORS. No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

4. IMPROPER INFLUENCE. No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

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

AUTHORIZED SIGNATURE _____

PRINT NAME _____

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

STATEMENT OF PROPOSING COMPANY'S QUALIFICATIONS

Company Name _____

Address _____

_____

Phone Number _____

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: _____

_____

_____

On a separate sheet of paper to be enclosed with the proposal please list five projects similar to the proposed work and give the dollar value of the projects. The company name, contact name and telephone number must be given to be used as references.

Proposer agrees prices will remain firm for _____ days.

AUTHORIZED SIGNATURE_____

PRINT NAME_____

TITLE_____

TEL. NO._____

TAXPAYER IDENTIFICATION NO._____

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 $10,000,000 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 endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

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

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: