

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

NO.: 7221RFP

ISSUE DATE: 3/01/16

DEADLINE DATE: 3/18/16

DEADLINE TIME: 3:00 P.M.

 REQUEST FOR BID

 X REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

ITEM/CATEGORY HAZARDOUS MATERIALS AND TECHNICAL RESCUE TRAINING

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.



Renata Michalski, Buyer II

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 Town of Greenwich. 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 Town of Greenwich 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.

Terms of payment to the Contractor shall be net/30 days after receipt of invoice and acceptance and approval of the services by the Town of Greenwich.

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, CT

REQUEST FOR PROPOSAL #7221 DEADLINE: 3/18/16 AT 3:00 PM

HAZARDOUS MATERIALS AND TECHNICAL RESCUE TRAINING

The Purchasing Department of the Town of Greenwich on behalf of the Greenwich Fire Department is soliciting proposals for Hazardous Materials and Technical Rescue Training as per the specifications of this Request for Proposal (RFP). The training shall be provided by the contractor on site in Greenwich, CT.

The intention of this RFP is to establish an initial two-year contract with one or more contractors who will provide the Town with this service. Per mutual agreement, the contract may be renewed for four (4) additional one-year terms.

Contractor Qualifications

- The Lead Technical Rescue Instructor must meet a standard for Confined Space Training, which includes minimum of (5) years as a certified Rescue Specialist on the FEMA National Urban Search & Rescue (USAR) Team and minimum of (5) years as a member of a Specialized Rescue Unit in a Fire Department with a minimum of 250 active members. In addition, the instructor will have a minimum of five (5) years of experience in Confined Space instruction as Lead Instructor in a Fire Department with a minimum of 250 active members.
- The Lead Technical Rescue Instructor must meet a standard for Trench Rescue Training, which includes minimum of (5) years as a certified Rescue Specialist on the FEMA National Urban Search & Rescue (USAR) Team and minimum of (5) years as a member of a Specialized Rescue Unit in a Fire Department with a minimum of 250 active members. In addition, the instructor will have a minimum of five (5) years of experience in Trench Rescue instruction as Lead Instructor in a Fire Department with a minimum of 250 active members.
- The Lead Technical Rescue Instructor must meet a standard for Rope Rescue Training, which includes minimum of (5) years as a certified Rescue Specialist on the FEMA National Urban Search & Rescue (USAR) Team and minimum of (5) years as a member of a Specialized Rescue Unit in a Fire Department with a minimum of 250 active members. In addition, the instructor will have a minimum of five (5) years of experience in Advanced Rope Rescue instruction as Lead Instructor in a Fire Department with a minimum of 250 active members.

- The Lead Hazardous Materials Instructor must meet a standard for Hazardous Materials Training that includes certification as a Master Instructor of training for the (IAFF) International Association of Fire Fighters. The instructor shall have minimum of (5) years as a Hazmat Team Leader on the FEMA National Urban Search & Rescue (USAR) Team and minimum of (5) years as a member of a Hazardous Materials Unit in a Fire Department with a minimum of 250 active members. In addition, the instructor shall have a minimum of five (5) years of experience in Hazardous Materials instruction as a Lead Instructor in a Fire Department with a minimum of 250 active members.

Bidder Reply

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

Bidders must supply a list of the names of instructors who will be providing the training for the Town of Greenwich on the Reply Sheets. Bidders must include with the proposal a resume for each instructor who will provide training for the Town of Greenwich. Failure to comply with this requirement will result in disqualification of the proposal.

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.**

Modification or Withdrawal of Bids

WITHDRAWAL OF BIDS PRIOR TO DEADLINE

A bidder wishing to withdraw a bid 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 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 before the established deadline is valid, the bid will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid and resubmit before the deadline.

WITHDRAWAL OF BIDS 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 deadline has passed, the submitted bids 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.

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

Packaging

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

Price Guarantee

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

Payments

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

Taxes

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

Reservation of Rights

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town, or to accept that bid which appears to be in the best interest of the Town. The Town reserves the right to waive any and all formalities, or to reject any or all bids or any part of any bid. The Town reserves the right to award this contract as a lump sum or on a line-by-line basis. The Town reserves the right to award more than one contractor.

Cancellation of Award/Contract

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

Contract Format

The Town of Greenwich has included as part of this request for bid, **Exhibit C**, the 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 exception area of the Reply Sheet.

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. The most current Acord form should be used for insurance documentation purposes. 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 Town's 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 15**, 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.

Specifications

Confined Space Refresher Training

- The Greenwich Fire Department is seeking bids to conduct eight (8) Confined Space Technician Refresher Training Courses on site at Greenwich, Connecticut.
- The Town is requesting training at the Technician Level to maintain the level of education/training as documented in National Fire Protection Association 1670 (2014 edition). The training will consist of cognitive and psychomotor technical training with additional educational tools/ equipment to be provided by the successful bidder. This level represents the capability of hazard recognition, equipment use, and techniques necessary to safely and effectively coordinate, perform, and supervise a technical rescue incident. This level can involve search, rescue, and recovery operations.
- The training program shall consist of two segments delivered over the course of two consecutive weeks or as scheduled by the Greenwich Fire Department Training Division. The first segment will generally consist of classroom and skills training, the second segment will generally consist of Hands-On Practical Drills. Program segments shall be four (4) hours in length delivered twice daily over a four-day (4) period to cover all on duty firefighting personnel. Typically, the training sessions are to be offered annually in the spring as scheduled by the Greenwich Fire Department Training Division.
- In general, there will be not less than twenty (20) and no more than twenty-five (25) participants in each session. A Student/Instructor ratio should reflect a 7 to 1 proportion for each class. The Town of Greenwich Fire Department and the successful bidder will provide equipment necessary for the training segments.
- A skills evaluation form that meets National Fire Protection Association 1670 (2014 edition) Section 7-4 standard for job performance requirements while operating at the technician level shall be provided for each candidate upon completion for certification and training documentation. A certificate of completion must be provided for each student who completes and passes course training.
- The awarded bidder and the Greenwich Fire Department will determine any specific course content as well as available delivery dates.
- The Greenwich Fire Department will determine and provide the location for training evolutions.

Trench Rescue Refresher Training

- The Town of Greenwich Fire Department is seeking bids to conduct eight (8) Trench Rescue Technician Refresher Training Courses on site at Greenwich, Connecticut.
- The Town is requesting training at the Technician Level to maintain the level of education/training as documented in National Fire Protection Association 1670 (2014 edition). The training will consist of cognitive and psychomotor technical training with additional educational tools/ equipment to be provided by the successful bidder. This level represents the capability of hazard recognition, equipment use, and techniques necessary to safely and effectively coordinate, perform, and supervise a technical rescue incident. This level can involve search, rescue, and recovery operations.
- The training program shall consist of two segments delivered over the course of two consecutive weeks or as scheduled by the Greenwich Fire Department Training Division. The first segment will generally consist of classroom and skills training, the second segment will generally consist of Hands-On Practical Drills. Program segments during the first week shall be four (4) hours in length delivered twice daily over a four-day (4) period to cover all on duty firefighting personnel. Program segments for the second week shall be (8) hours in length delivered once per day. Typically, the training sessions are to be offered annually in the fall as scheduled by the Greenwich Fire Department Training Division.
- In general, there will be not less than twenty (20) and no more than twenty-five (25) participants in each session. A Student/Instructor ratio should reflect a **7 to 1** proportion for each class. The Town of Greenwich Fire Department and the successful bidder will provide equipment necessary for the training segments.
- A skills evaluation form that meets National Fire Protection Association 1670 (2014 edition) Section 11-4 standard for job performance requirements while operating at the technician level shall be provided for each candidate upon completion for certification and training documentation. A certificate of completion must be provided for each student who completes and passes course training.
- The awarded bidder and the Greenwich Fire Department will determine any specific course content as well as available delivery dates.
- The Greenwich Fire Department will determine and provide the location for training evolutions.

Rope Rescue Refresher Training

- The Greenwich Fire Department is seeking bids to conduct eight (8) Rope Rescue Technician Refresher Training Courses on site at Greenwich, Connecticut.
- The Town is requesting training at the Technician Level to maintain the level of education/training as documented in National Fire Protection Association 1670 (2014 edition). The training will consist of cognitive and psychomotor technical training with additional educational tools/ equipment to be provided by the successful bidder. This level represents the capability of hazard recognition, equipment use, and techniques necessary to safely and effectively coordinate, perform, and supervise a technical rescue incident. This level can involve search, rescue, and recovery operations.
- The training program shall consist of two segments delivered over the course of two consecutive weeks or as scheduled by the Greenwich Fire Department Training Division. The first segment will generally consist of classroom and skills training, the second segment will generally consist of Hands-On Practical Drills. Program segments shall be four (4) hours in length delivered twice daily over a four-day (4) period to cover all on duty firefighting personnel. Typically, the training sessions are to be offered annually in the spring as scheduled by the Greenwich Fire Department Training Division.
- In general, there will be not less than twenty (20) and no more than twenty-five (25) participants in each session. A Student/Instructor ratio should reflect a **7 to 1** proportion for each class. The Town of Greenwich Fire Department and the successful bidder will provide equipment necessary for the training segments.
- A skills evaluation form that meets National Fire Protection Association 1670 (2014 edition) Section 5-4 standard for job performance requirements while operating at the technician level shall be provided for each candidate upon completion for certification and training documentation. A certificate of completion must be provided for each student who completes and passes course training.
- The awarded bidder and the Greenwich Fire Department will determine any specific course content as well as available delivery dates.
- The Greenwich Fire Department will determine and provide the location for training evolutions.

Hazardous Materials Refresher Training

- The Greenwich Fire Department is seeking bids to conduct Hazardous Materials Technician Refresher Training on site at Greenwich, Connecticut.
- The Town is requesting Hazardous Materials Technician Level training to maintain annual proficiency as required in the Occupational Safety and Health Administration CFR 1910.120. The training will consist of cognitive and psychomotor technical training with additional educational tools/equipment to be provided by the successful bidder.
- Program segments should be approximately three and one half (3.5) hours in length and be delivered eight (8) times over a four-day (4) period to cover all on duty firefighting shifts. The training sessions are to be offered six (6) times during the course of the fiscal year.
- In general, there will be not less than twelve (12) and no more than twenty (20) participants in each session. A Student/Instructor ratio should reflect a **10 to 1** proportion for each class. The Greenwich Fire Department and the successful bidder will provide equipment.
- The successful bidder will provide an objective and goals overview for each segment to the Training Officer of the Greenwich Fire Department. A job performance requirements test evaluating each subject shall be administered to the students so the Greenwich Fire Department can interpret the results for future training assignments.
- The successful bidder and the Greenwich Fire Department will determine any specific course content as well as available delivery dates.
- The Greenwich Fire Department will determine and provide the location for training evolutions

Hazardous Materials Technician Training

- The Greenwich Fire Department is seeking bids to conduct a forty (40) hour Hazardous Materials Technician Training Course on site at Greenwich, Connecticut.
- The Town is requesting initial training to the Hazardous Materials Technician Level as documented in Occupational Safety and Health Administration CFR 1910.120.
- Program segment should be delivered over a five-day (5) period to cover all aspects of Hazardous Materials to the Technical Level. The training will consist of cognitive and psychomotor technical training with additional educational tools/ equipment to be provided by the successful bidder. The training will be scheduled by the Greenwich Fire Department Training Division.
- In general, there will be not less than ten (10) and no more than twenty (20) participants in each session. A Student/Instructor ratio should reflect a **10 to 1** proportion for each class, with minimum of (2) instructors for each class session. The Greenwich Fire Department and the successful bidder will provide equipment.
- The successful bidder and the Greenwich Fire Department will determine the available delivery dates.
- The Greenwich Fire Department will determine and provide the location for training evolutions.

TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7221 DEADLINE: 3/18/16 AT 3:00 PM
HAZARDOUS MATERIALS AND TECHNICAL RESCUE TRAINING
REPLY SHEET (Page 1 of 4)

Respondents shall indicate below the total annual lump sum price for each training session as specified in this RFP.

Required Pricing:

- 1- Confined Space Refresher Training – Classroom/Skills: \$ _____
- 2- Confined Space Refresher Training – Hands-On/Drill: \$ _____
- 3- Trench Rescue Refresher Training– Classroom/Skills: \$ _____
- 4- Trench Rescue Refresher Training– Live Trench/Drill: \$ _____
- 5- Rope Rescue Refresher Training – Classroom/Skills: \$ _____
- 6- Rope Rescue Refresher Training – Hands-On/Drill: \$ _____
- 7- Hazardous Materials Refresher Training: \$ _____
- 8- Hazardous Materials Technician Training: \$ _____

Optional Renewal Pricing:

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

<u>OPTION YEAR</u>	<u>Max. Price Increase</u>	<u>Max. Price Decrease</u>
1	_____ %	_____ %
2	_____ %	_____ %
3	_____ %	_____ %
4	_____ %	_____ %

RESPONDENT NAME: _____

AUTHORIZED SIGNATURE: _____

TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7221 DEADLINE: 3/18/16 AT 3:00 PM
HAZARDOUS MATERIALS AND TECHNICAL RESCUE TRAINING
REPLY SHEET (Page 2 of 4)

EXCEPTIONS

Respondent shall indicate below any exceptions taken to the language of this Request For Proposal, to the specifications of this RFP, and/or to the language of the attached contract format:

REFERENCES

Respondent should list below the names and telephone numbers of five customers/references for which they have provided services similar to the ones described in this RFP:

REFERENCE	CONTACT NAME	TELEPHONE #

RESPONDENT NAME: _____

AUTHORIZED SIGNATURE: _____

TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7221 DEADLINE: 3/18/16 AT 3:00 PM
HAZARDOUS MATERIALS AND TECHNICAL RESCUE TRAINING
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:

BIDDER'S COMPANY 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, CT

REQUEST FOR PROPOSAL #7221 DEADLINE: 3/18/16 AT 3:00 PM

HAZARDOUS MATERIALS AND TECHNICAL RESCUE TRAINING

REPLY SHEET (Page 4 of 4)

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:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.
3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

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

AUTHORIZED SIGNATURE _____

PRINT NAME _____

BIDDER'S COMPANY NAME _____

CONTRACT SIGNATURE

The bidder/respondent shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., **officer of the company**) who will sign the contract (if one is needed) for this procurement:

**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 _____ Fax No. _____

When organized _____

State of incorporation _____

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

Contracts now in hand (gross amount) _____

Company Officers _____

Have you ever defaulted on a contract or failed to complete a contract within the specified time?
 Yes No

If so, please explain: _____

Proposer agrees prices will remain firm for _____ days.

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

TEL. NO. _____ **EMAIL ADDRESS** _____

TAXPAYER IDENTIFICATION NO. _____

Hazardous Materials and
Technical Rescue Training

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 hired vehicles, non-owned vehicles and garage liability.
- C. **Excess Liability**, with minimum coverage of \$1,000,000 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. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

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

AGENT/BROKER
(LETTERHEAD)

(Date)

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

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

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

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

Sincerely,

(Signature)

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

PERSONAL SERVICE CONTRACT

Contract No.

THIS AGREEMENT made and entered into this _____ day of _____ 2016, by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting herein by the undersigned official, and _____ (hereinafter referred to as "Contractor"), whose principal office is located at _____, acting herein by _____ its _____, hereunto duly authorized,

WITNESSETH:

WHEREAS, the Town contemplates:

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

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

1. Describe services to be performed:

2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp. 1-7);

Exhibit A, Insurance Requirements & Certificate of Insurance (pp. XX-XX);

Other exhibit(s) (yes/no) entitled _____ (pp. _____);

Other attachment(s) (yes/no) entitled _____ (pp. _____);

for a total number of _____ numbered pages (hereinafter collectively referred to as "Contract").

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

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

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

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

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

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

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

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

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

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

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

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

15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit A. 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 A 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 _____ 2016.

Witnessed by:

Witnessed by:

THE TOWN OF GREENWICH

By _____ **L.S.**

Its _____

THE CONTRACTOR

By _____ **L.S.**

Its _____

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.

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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 A. 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 A 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.

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Dated at Greenwich, Connecticut,
this _____ day of _____ 2016.

Witnessed by:

Witnessed by:

THE TOWN OF GREENWICH

By _____ **L.S.**

Its _____

THE CONTRACTOR

By _____ **L.S.**

Its _____

