

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

NO.: 7287 RFP

ISSUE DATE: 11/21/16

DEADLINE DATE: 12/14/16

DEADLINE TIME: 3:00 P.M.

     REQUEST FOR BID

  X   REQUEST FOR PROPOSAL

PREBID CONFERENCE: \_\_\_\_\_

TIME AND DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

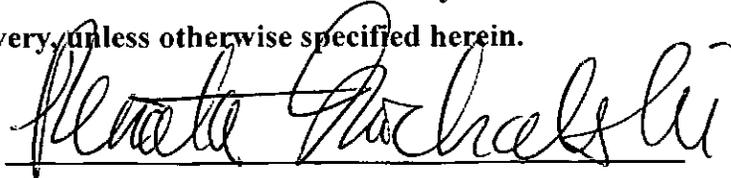
ITEM/CATEGORY     OUTSOURCING OF FLEET PARTS PROCUREMENT  
    AND TURNKEY PARTS ROOM OPERATION    

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 #7287 DEADLINE: 12/14/16 AT 3:00 PM**

**OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION**

**PURPOSE**

The Town of Greenwich, Connecticut is issuing this Request for Proposal (RFP) for the purpose of entering into a contract with a commercial company (Contractor) qualified to provide parts procurement and a turnkey parts room operation service to the Town of Greenwich Fleet Department at the Vehicle Maintenance Center. The Town's objective is to continue its practice of outsourcing this function. The structure of payment for services rendered by the awarded company is to be based on an annual fee in twelve (12) monthly payments to provide the services in this RFP.

**BACKGROUND**

The Town of Greenwich Fleet Department operates the Vehicle Maintenance Center located at 100 Indian Field Road, in Greenwich, Connecticut. The Fleet Department is responsible for the maintenance, repair and servicing of all Town vehicles and equipment. The Fleet Department's mission includes supporting the user departments consisting of: the Police Department, Fire Department, Department of Public Works, Parks and Recreation Department, Board of Education, General Government, Health Department, Nathaniel Witherell, Department of Social Services and the Library.

The Town's fleet consists of approximately 375 pieces of rolling stock, 200 pieces of non-rolling stock and equipment. The Fleet Department requires approximately \$450,000 of parts, tires and fluids annually.

Currently, the Fleet Department has outsourced the operation of the parts room to a contractor with a payment structure based on an annual fee in twelve (12) monthly payments.

The Fleet Department currently uses the AssetWorks Vehicle Maintenance System. It is preferred, but not required, that the awarded vendor be familiar with this system and have the ability to directly enter the parts for each work order into AssetWorks.

## TERMS AND CONDITIONS

### Proposal Due Date and Deadline

One (1) original and three (3) copies of the proposal must be received in a sealed envelope in the Town of Greenwich Purchasing Department **by 3:00 p.m. on Wednesday, December 14, 2016.**

The Purchasing Department is located on the first floor at the following address:

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

**RFP No. 7287** must be referenced on the outside of the proposal package, and the package must be sealed.

Proposals may be either mailed or hand delivered. Whether the proposal is sent by mail or commercial express service, the vendor shall be responsible for actual delivery of the proposal to the Town of Greenwich Purchasing Department before the deadline of **3:00 p.m. on Wednesday, December 14, 2016.** Proposals received after the deadline will not be considered.

All proposals become the property of the Town.

The Town of Greenwich shall have up to sixty (60) days to make a decision regarding the awarding of the contract.

### 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 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 informality or reject any or all bids, or any part of any bid.

### Indemnification

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the 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.

### **Insurance Documentation**

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

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

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

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

The vendor should submit with the proposal the signed, original "**Insurance Procedure**" form, **Page 25**, which states that the vendor agrees to provide the specified insurance coverage for this RFP at no additional charge above any insurance charge declared in the proposal.

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

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

## **Issuance of Addenda**

The Town of Greenwich reserves the right to amend this solicitation by an addendum. Addenda will be posted to the Town's website ([www.greenwichct.org/bids](http://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, times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. **No other notification of addenda issuance will be made other than on the Town's website.**

## **Term**

The term of this Contract will be for two (2) years, with three (3) one-year renewable options given approval of both parties. The term of this contract will not exceed five (5) years.

## **SCOPE OF SERVICE**

### General Vendor Information

The selected Contractor shall provide personnel, management, computerized records to be generated on the Contractor's system, parts, fluids, and supplies necessary to efficiently and effectively operate an on-site parts operation that covers work hours as defined under "Specifications," including meeting peak demands and emergency operations requirements.

### General Parts Information

The Contractor will procure and furnish all parts, materials, supplies and fluids required for the operation, maintenance and servicing of all Town vehicles in accordance with the quality and availability standards outlined in this RFP. The Contractor will arrange and manage all necessary sources of supply. The Contractor will also place, process, and track all orders and process payment within 30 days to the appropriate vendors for products purchased for the Town's fleet. The Contractor will charge the Town only for parts that are actually requested by authorized Fleet Department personnel and issued for use on Town vehicles in accordance with the Fleet Department's pre-established procedures. The Fleet Department will work with the Contractor throughout the contract period to determine the parts, supplies and equipment to be kept in inventory. The determination may be based on usage, fleet size, turn around time, or any combination of these factors.

The Town reserves the right to procure parts and supplies considered to be critical to service and/or emergency situations. The Contractor will take possession of these items and will track inventory transactions. These items will be issued to the Town vehicle or equipment by the Contractor at no additional cost.

In cases where vehicles or equipment are sent to an outside repair facility where parts and labor are included in the repair, the Town reserves the right to procure those parts directly from the repair facility performing the repair and to incur no cost from the Contractor in regard to that transaction.

## **SPECIFICATIONS**

### Counter Service

Contractor will provide onsite counter service to meet the needs of the Town. This contract will be based on coverage of the Parts Room from 7:30 a.m. to 8:30 p.m., Monday through Friday, holidays excluded, and will allow for minimal interruption to the productivity of Fleet Department personnel. The Contractor will outline in detail, as part of his/her proposal, the methods for ensuring that this level of service will be provided to the Town. The Town will additionally require the Contractor to provide coverage for peak volume and emergency situations outside the above-specified hours. This additional coverage could involve weekends and holidays. The Contractor is to clearly indicate in the proposal the cost to the Town for any additional such coverage.

### Parts Room Personnel

The Town reserves the right to approve the personnel selected by the Contractor to operate the Parts Room and to demand that the Contractor discipline or dismiss any employee deemed detrimental to the operation of the Parts Room. The Contractor must comply with all such requests. The employee placed in the Parts Room will be an employee of the Contractor, who is responsible for all salary, taxes, fringe benefits and any such employee/employer relationship. The employees of the Contractor will at all times abide by the Town's and Fleet Department's conduct and work rules.

The Town will rely on the Contractor's on-site personnel to provide technical advice and guidance regarding the overall function of the Parts Room.

### Custody of Small Tools

The Contractor shall have custody of small tools used by the Fleet Department's employees.

Contractor will agree to do the following:

- Issue the small tools listed to employees of the Fleet Department and record the date, time and employee to whom each listed small tool was issued.
- Note the date the small tools are returned
- Report to the Fleet Department management any and all tools not returned.
- Record and account for small tools to the best of Contractor's ability, but Contractor will have no responsibility for tools not returned, missing, damaged or taken during or after business hours.
- Will conduct, at least twice a year with the assistance of Fleet Department personnel, a physical inventory of the items on the Small Tool Listing.

## Reports/Invoices

All parts requests forms, approvals, billing reports, and procedures relating to the operation of the Parts Room are to be designed and agreed upon at the time of the award of this contract. All procedures will be in writing. Any deviation from approved forms or procedures resulting in a cost to the Town, or the unauthorized use of a part will be at the expense of the Contractor.

All statements to the Town for parts and supplies issued will be on a daily basis for the prior day's activity. These statements will be issued in a manner to be determined at the time of the award of this contract, and will include the Unit number, work order number, assigned mechanic, part number, part description, transaction date, parts quantity, cost per part, extended cost - if more than one such part, total cost by vehicle and total cost by invoice. The number of required copies and paper flow will be determined at the time of the award. By 10:00 a.m. of each working day, the Contractor will provide to the Fleet Department the above described report, generated from their computerized system, indicating the parts information as described above for the prior day's parts activity. The format for this information to be provided will be determined at the time of the award.

On a daily basis, the Contractor will provide to the Fleet Department an invoice reflecting the prior day's activities. This invoice will include the information provided in the daily statements, which are balanced and submitted to the Town for acceptance. The Town will pay invoices, which are approved for payment net/30.

It is the responsibility of the Contractor to ensure that parts are issued only in accordance with the procedure to be established at the time of the award, which will include the information as stated above. It is the responsibility of the Fleet Department to bring any incomplete or inaccurate information on the daily statements to the attention of the Contractor. The Town will not pay incorrect billing, so brought to the attention of the Contractor, until such corrections are made.

The Contractor will provide assistance to the Fleet Department generating reports as necessary. This report will indicate a parts on-demand average for each class of parts and an overall average.

The Contractor shall provide and use a computer system to control and report inventory operations. The computer system will be able to provide all information as indicated above. The Town reserves the right to ask for all reports considered necessary to monitor the operation of the Parts Room at whatever frequency is needed by the Town.

The Contractor will provide in a timely manner to an authorized representative of the Town reasonable access to any and all records to verify the cost of parts provided to the Town.

## Provision of Parts Room

The Town will provide the Contractor an on-site Parts Room free of charge, to include heat, electricity, water, rest room facilities, break room, telephone, fax, copier, furniture such as desks, chairs, and parts shelving. Telephone and fax usage shall be solely for Town of Greenwich business; any charges other than those related to Town business will be billed to the Contractor. Interested companies will be offered an opportunity to inspect the specific facility in question to determine the size, layout and overall condition and equipment prior to submitting a proposal.

Any required changes in the physical layout of the Parts Room should be indicated in the proposal. Changes of a significant nature will have to be negotiated as part of the contract.

Accessibility to the Parts Room will be under the control of the Contractor. However, the Town's access will not be restricted in regard to building maintenance and repair issues, which will be coordinated with the Contractor. Due to the nature of work performed at the Vehicle Maintenance Center, an arrangement for the Fleet Department head to have access to the Parts Room will be required. This access will be gained after advising the Contractor.

The Contractor shall keep the premises in good repair and return them to the Town in as good condition as when received, reasonable wear, tear and damage by the elements excepted and shall maintain all Town owned equipment in good working condition, at his own expense. All repairs, improvements, alterations, installations and construction in, to or upon said premises, shall be subject to the prior approval of and shall be satisfactory to the Town, and the same shall be and remain the sole and exclusive property of the Town.

The Contractor shall be responsible for proper storage of hazardous flammable liquids per OSHA standards.

#### Vehicle Maintenance Center Access

The Contractor will have access to the Vehicle Maintenance Center (VMC) during hours between 7:30 a.m. and 10:30 p.m., Mondays through Fridays, and during peak and emergency conditions. The alarm and entry system allows the Contractor to enter after hours. Any entry into the building will have to comply with the after-hour entry regulations. Any cost incurred by the Fleet Department for not following these regulations will be passed onto the Contractor. At no time after hours will the Contractor have access to other than the designated areas of the VMC without authorized Fleet Department personnel present.

#### Provision of Parts By Contractor

Under no circumstance is the Contractor to obtain any parts, tires or supplies for any Town employee's personal use, any private individual or organization. Operation of the Parts Room is to be solely for the Town of Greenwich.

The Contractor will provide to the Town of Greenwich parts for vehicles as indicated on the attached **Exhibit D**, "Town of Greenwich Fleet Department Vehicle Listing." All parts provided by the vendor that would be considered network parts, as listed in **Form B**, will be of top quality and agreed upon by the Town of Greenwich Fleet Department. Parts purchased for the Town that are considered non-network will be from the manufacturer of the parts as named. In the case of some specific units, such as Police vehicles, original equipment manufactured (OEM) parts may be required. In other instances, such as with Fire apparatus, parts may be available only from a sole provider. All parts must meet or exceed OEM standards. The Contractor will provide to the Town only those parts as indicated above. Any exceptions or substitutions will be individually approved by authorized Fleet Department personnel and will be of top quality. In cases where parts are required to be rebuilt (i.e. alternator, starter), authorized Fleet Department personnel will determine if a rebuilt part will be used, a new part will be used, or if the used part will be rebuilt and kept in inventory.

All parts and supplies that are network and non-network will be priced at Contractor's cost plus a set percentage, said percentage not to exceed ten percent (10%) handling cost increase, which shall not exceed \$300.00 mark-up for any one part. In other words, a part at the Vendor's cost of \$100.00 will be sold to the Town at a cost not to exceed \$110.00. The increase for the handling cost will not be based on the selling cost to the Town.

As a municipality, the Town of Greenwich is nontaxable. A statement of the Town's nontaxable status on Town letterhead can be provided.

For non-network parts, the Contractor will negotiate with any vendors currently providing parts and/or supplies to the Town to obtain the best pricing available to the Town. If possible and practical, parts will be purchased from the State of Connecticut contract(s) for the Town's use. The Contractor will furnish proof or provide two estimates to show that the better price for the item was obtained. Please be advised that the Town will be held to no percentage of parts purchased. Only the markup percentages as proposed by the Contractor and agreed to by the Town above will apply to this contract.

The Contractor will be responsible for all parts' warranties and parts incorrectly shipped. The Town will not pay double for a part if the incorrect part is received and issued. Only the correct part will be paid for when received by the Contractor and issued.

All core credits are the responsibility of the Contractor. The Contractor will clearly indicate on all parts issued where there is a core credit. If the core is not returned by the Town of Greenwich after the part has been clearly marked by the Contractor, the Town will consider absorbing the core charge upon Contractor furnishing proof of core credit having been indicated.

The Town reserves the right to purchase at the contracted costs from the Contractor all or any portion of the parts, tires or fluids in inventory upon completion of this contract.

#### Special Order Parts

It will be the responsibility of the Contractor to locate, obtain and pick up any special order parts needed if so directed by authorized Fleet Department personnel. Any special order part requiring shipping, will be transported by common carrier, unless specifically instructed to ship via expedited mode by authorized Fleet Department personnel. The cost of the expedited mode will be provided at time of approval. **No transportation costs will be paid for network parts determined to be kept in inventory.**

#### Performance Standard For Service

The Contractor needs to be fully aware that the Town relies on its vehicles and equipment to provide municipal services, and the availability and reliability of the Town's fleet is essential. With this in mind, the Contractor will be required to meet the performance standard given below. Labor disputes, strikes, and other events except those beyond the Contractor's control, will not relieve the Contractor from the responsibility for meeting these standards.

The Contractor will be required, after the first six (6) months of operation under this contract, to achieve an overall "parts on demand" average not lower than 85% for any given month.

After the first year of the contract, the Contractor's "parts on demand" average that must be met is a minimum of 90%. The "parts on demand" average will include both network and non-network parts.

The "parts on demand" clock will start when the Contractor's onsite personnel receives the authorized parts request form and will stop when the part is issued. For non-network parts, the clock will stop when the part is received in the building and is ready to be issued.

For after hours and emergency non-network parts, the clock will start at the beginning of the following business day. Network parts are expected to be in inventory; consequently, the clock will begin immediately.

To assist the Contractor in meeting these standards, the following information is provided in this Request For Proposal:

- **Exhibit D** lists all Town vehicles and equipment, indicating year, make and model.

Additional specific information can be requested at the time of the pre-proposal meeting. The first of each month the Contractor will be provided with that month's preventative maintenance scheduled vehicles.

The Contractor will be penalized for performance that falls short of the specified "parts on demand" average. The Town will have the option to assess the Contractor one percentage point for stock items and one-half of one percentage point of the monthly invoice total for every percentage point below the specified monthly "parts on demand" average to be met.

#### Disposal of Batteries, Tires, Oil, Etc.

It will be the responsibility of the Contractor to dispose of all used batteries in accordance with all Federal and State EPA mandates. Additionally, while new and used batteries are being stored on Town property, they will be stored in accordance with all of the above-mentioned mandates.

It will be the responsibility of the Contractor to dispose of all used (scrap) tires, both small and large size. The disposition of these tires will conform to all Federal and State mandates. Any cost associated with the disposition of scrap tires is to be indicated in the RFP response.

The Town will continue to dispose of used oil, spent antifreeze, and gas filters.

The Contractor will be responsible at all times for following the rules and mandates established by the Fleet Department, the Town of Greenwich, the State of Connecticut, and the Federal government for the handling and disposing of all hazardous materials and controlled substances, whether the Contractor generates or handles them for the Town.

#### Material Safety Data Sheets

All Material Safety Data Sheets (MSDS) for items provided by the Contractor shall be kept on file in the Parts Room and provided to the Town.

### No Subcontracting

No subcontractor will be used without the express consent of the Town.

### Contract Format

The Town of Greenwich Service Agreement will be used for this contract, the format of which is included in this RFP as **Exhibit C**.

### Evaluation Criteria

The following evaluation criteria will be used in evaluating proposals received and selecting the Contractor:

- experience providing similar service
- inventory capability/financial strength of company
- accessibility/response time
- cost
- implementation plan

Although cost will be a consideration, experience in successfully providing a similar service will be the primary concern.

### Relevant Experience

As part of the proposal, a written statement must be provided indicating experience in providing a turnkey parts operation to other governmental entities for similar types of operation. The fee structure is to be based on an annual service fee, not a mark-up fee structure. Along with this statement, please include a minimum of five (5) references, two (2) of which are to be governmental agencies, for whom you are currently operating a turnkey parts room operation. Contact names, locations, length of service provision, phone numbers and annual contract dollar amount are to be given for each reference as well as the parts on demand average maintained.

### Financial Documentation

The proposer is to provide proof that he/she has the financial stability and capability to support the financial burden of operating such a system as proposed. Please attach audited financial statements for the most recent year.

### Execution of Agreement

The company whose proposal is accepted will be required and agrees to maintain the required insurance coverage and duly execute the Agreement in such time as deemed reasonable by the Town's contracting officer.

### Review of Performance

After the first six (6) months of the awarding of this contract, the Contractor and the Town will meet to review the current status of the operation of the contract. Each six (6) months thereafter, the Contractor and the Town will meet to review the ongoing status of the operation of this contract.

### Notice of Intent To Renew

Six (6) months prior to the end of this contract, either party, by giving written notice of intent, sent by registered mail, return receipt requested, may opt to renew the one-year option of this contract. It shall be necessary to have mutual agreement of both parties in order for renewal to occur.

### End of Contract Transition

Upon the expiration or termination of this contract, the Contractor will cooperate in good faith with a successor in determining the nature and extent of service to have a mutually acceptable transition plan. The Contractor will be reimbursed for all reasonable transition costs pre-authorized by the Town. The Contractor will cooperate with the successor, and/ or the Town in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of service called for in this contract.

### Applicable Law

The laws of the State of Connecticut shall govern this Contract. In the event of litigation, the exclusive venue and place of jurisdiction shall be Stamford, Connecticut.

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM**

**OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION**

**REPLY SHEET – FORM A - (Page 1 of 13)**

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

Companies are to present proposals addressing the various subjects referenced in this RFP. These subjects include but are not limited to the following:

- Description of implementation plan
- Generating specified reports
- Providing specified vehicle information on billing and provide reports specified
- Core credits/warranty issues
- Obtaining parts/maintaining established parts inventory

In addition to the written proposal, companies are to complete and submit **Reply Sheets - Form A, Form B, non-collusion compliance sheets, pages 12-24, the Insurance Procedure Form page 25, the Statement of Qualifications Form page 26, and the Vendor Information Form pages 27-28.** Please provide pricing information as stated below:

1. The parts listing, noted Reply Sheet - **Form B - Parts Cost**, consisting of eight (8) pages, is to be completed. This list is comprised of parts commonly used for the Town's vehicles and should be considered network parts.
2. As stated above, "non-network" and network parts are subject to a pricing structure of your cost plus a percentage not to exceed ten percent 10% mark-up, which shall not exceed \$300.00 for any one part.

**RESPONDENT'S COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM

**OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION**

REPLY SHEET – FORM A - (Page 2 of 13)

Annual Fee (to be billed in 12 equal monthly payments) \$ \_\_\_\_\_  
Parts mark-up handling fee percentage \_\_\_\_\_%

**Please note that above percentage must not exceed ten percent (10%) and must not exceed \$300 on any one part.**

3. For informational purposes only, please state your labor costs for operation of the Parts Room, keeping in mind that regular working hours are to be 7:30 a.m. to 8:30 p.m. Monday through Friday and **are to be included in the annual fee.**

Regular work day \$ \_\_\_\_\_/per hour  
Saturdays \$ \_\_\_\_\_/per hour  
Sundays \$ \_\_\_\_\_/per hour  
Holidays \$ \_\_\_\_\_/per hour

Please note that the above labor costs per hour for overtime are **to be billed separately and are not to be included in the annual fee.** Overtime hours are any hours in excess of the regular hours of 7:30 a.m. to 8:30 p.m. Monday through Friday.

4. Please provide cost of disposition of scrap tires:  
Large tires \$ \_\_\_\_\_/per tire  
Small tires \$ \_\_\_\_\_/per tire

5. Please indicate below whether you agree to the stated policy for noncompliance to the "Parts on Demand" standard, that is to impose a point system of 1% penalty for network parts and .5% penalty for non-network parts to be applied against the monthly invoice for the month after the monthly average is computed:

I \_\_\_\_\_ agree with \_\_\_\_\_ disagree with the penalty which may be applied if my company does not meet the "parts on demand" average specified for the month indicated.

**RESPONDENT'S COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM**

**OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION**

**REPLY SHEET – FORM A - (Page 3 of 13)**

6. Please indicate location where parts are inventoried and means proposed to obtain parts for the Town (parts runners, etc.)

---

---

---

7. Please declare any exceptions, which you are taking to the stated specifications for the provision of the Parts Room service. Any exceptions, which your company would take to language in the Service Agreement format or to the insurance coverage documentation requirements must be stated here to be considered by the Town.

---

---

---

---

---

---

---

---

**RESPONDENT'S COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM

**OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION**

REPLY SHEET – FORM B - (Page 4 of 13)

**For Parts To Be Kept In Inventory**

Bidder is to determine required parts by referencing Exhibit D- Fleet Department Vehicle Listing and supply parts as indicated for current vehicles and for vehicles to be added to the Town's Fleet.

New vehicle information will be provided to vendor as new vehicles are added or removed from service. Quantity for each part to be kept in inventory will be determined by Town of Greenwich Fleet Department at time of award.

**NOTE: (1) Parts bid**

**Group-1- Filters**

This group includes air filters/oil filters/  
fuel filters/Hydraulic/Transmission kits/

<u>Manufacturer</u>	<b>Discount off Jobber List(%)</b>	<b>Indicate alternate pricing if not Jobber</b>	<b>Indicate pricing alternative literature</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Group-2- Brakes (Light Duty-Under 10,000 GVW)**

This group includes brake shoes/brake pads/  
brake drums/brake rotors/brake hardware

<u>Manufacturer</u>	<b>Discount off Jobber List(%)</b>	<b>Indicate alternate pricing if not Jobber</b>	<b>Indicate pricing alternative literature</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**RESPONDENT'S COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM**

**OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION**

**REPLY SHEET – FORM B - (Page 5 of 13)**

**Group-3- Brakes(Heavy Duty-Over10,000 GVW)**

This group includes brake shoes/brake pads  
brake drums/brake rotors/brake hardware/calipers  
slack adjusters/brake chambers

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**Group 4 - Belts and Hoses**

This group includes belts,  
radiator hoses, heater hose, air brake hose,  
hose clamps, hose clamps & couplings

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**Group 5 Front End Parts**

This group includes ball joints/tie rod ends  
idler arms, pitman arms

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**RESPONDENT'S COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM**

**OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION**

**REPLY SHEET – FORM B - (Page 6 of 13)**

**Group 6- Coolants**

This group includes anti-freeze,  
and coolants

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Group 7 Oils - Lubes & Fluids**

This group includes factory sealed drums  
on all oils, fluids and lubricants.

-	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Group 8 Electric Switches**

This group includes push pull switches,  
toggle switches, rotary switches  
headlight switches, ignition & starter  
switches, solenoids, lamp sockets  
light dimmers, stop light switches

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**RESPONDENT'S COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM

**OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION**

REPLY SHEET – FORM B - (Page 7 of 13)

**Group 9 Electric Wiring**

This group includes battery cables,  
ignition cable sets, low tension cable,  
terminals and connectors

<u>Manufacturer</u>	<b>Discount off Jobber List(%)</b>	<b>Indicate alternate pricing if not Jobber</b>	<b>Indicate pricing alternative literature</b>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**Group 10 Signal Flashers**

<u>Manufacturer</u>	<b>Discount off Jobber List(%)</b>	<b>Indicate alternate pricing if not Jobber</b>	<b>Indicate pricing alternative literature</b>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**Group 11 Universal Joints**

<u>Manufacturer</u>	<b>Discount off Jobber List(%)</b>	<b>Indicate alternate pricing if not Jobber</b>	<b>Indicate pricing alternative literature</b>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

RESPONDENT'S COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM

**OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION**

REPLY SHEET – FORM B - (Page 8 of 13)

**Group 12 Shock Absorbers & Struts**

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
Monroe	_____	_____	_____
AC Delco (1)	_____	_____	_____

**Group 13 Ignition Equipment**

This group includes distributor caps  
distributor rotors, spark plugs, coils  
distributor components

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Group 14- Tire Chains**

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
ST Pierre (1)	_____	_____	_____

RESPONDENT'S COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM

OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION

REPLY SHEET – FORM B - (Page 9 of 13)

Group 15 Fuel Pumps

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Group 16 Windshield Wiper Blades & Arms

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Group 17 Batteries

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Group 18 Gaskets

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RESPONDENT'S COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM

OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION

REPLY SHEET – FORM B - (Page 10 of 13)

Group 19 Thermostats, Radiator Caps, Heater Cores

<u>Manufacturer</u>	Discount off Jobber List(%)	Indicate alternate pricing if not Jobber	Indicate pricing alternative literature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Group 20 Automotive & Truck Bearings & Seals

<u>Manufacturer</u>	Discount off Jobber List(%)	Indicate alternate pricing if not Jobber	Indicate pricing alternative literature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Group 21 Bulbs & Sealed Beams

<u>Manufacturer</u>	Discount off Jobber List(%)	Indicate alternate pricing if not Jobber	Indicate pricing alternative literature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RESPONDENT'S COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM

OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION

REPLY SHEET – FORM B - (Page 11 of 13)

Group 22 Starters & Alternators (New & Rebuilt)

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Group 23 Tires-

Vender is to obtain State Contract Tire Pricing

<u>Manufacturer</u>	<u>Discount off Jobber List(%)</u>	<u>Indicate alternate pricing if not Jobber</u>	<u>Indicate pricing alternative literature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RESPONDENT'S COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7287 DEADLINE: 12/14/16 AT 3:00 PM**

**OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION**

**REPLY SHEET - (Page 12 of 13)**

**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'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 #7287 DEADLINE: 12/14/16 AT 3:00 PM

**OUTSOURCING OF FLEET PARTS PROCUREMENT  
AND TURNKEY PARTS ROOM OPERATION**

REPLY SHEET – (Page 13 of 13)

**Non-collusion Language (continued)**

The Greenwich Code of Ethics can be found at [www.greenwichct.org](http://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** \_\_\_\_\_

**RESPONDENT'S COMPANY NAME** \_\_\_\_\_

**CONTRACT SIGNATURE**

The 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, CT**  
**INSURANCE PROCEDURE FORM**

**THE BIDDER SHALL RETURN THIS COMPLETED FORM WITH THE BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID/PROPOSAL.**

The bidder shall take the Insurance Requirement Sheet (Exhibit A) to the bidder's insurance agent/broker upon receipt of the bid documents. The bidder and the agent/broker shall familiarize themselves with the required levels of insurance, and the documentation process necessary for the successful development of a contract with the Town of Greenwich, CT for this project.

The bidder shall determine if existing insurance coverage is sufficient, or if any costs for new or additional coverage is required for the specified 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 BIDDER AND BIDDER'S AGENT/BROKER:**

**We have read the insurance requirements for this project and confirm that we are willing and able to document the required levels of coverage as the Town of Greenwich, CT has specified. The bid pricing submitted reflects all insurance costs for this project.**

**If awarded this contract, the complete and correct insurance documentation shall be submitted to the Town of Greenwich, CT within ten (10) days after the date of the award of the contract.**

Bidder's Company Name: \_\_\_\_\_

Authorized Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's Insurance Agent/Broker's Company Name: \_\_\_\_\_

Authorized Agent/Broker's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**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.** \_\_\_\_\_

**Vendor Information & Signatory Form**  
**For all Contracts Equal to or Greater than \$250,000**

Vendor Name: \_\_\_\_\_

Primary Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_

**Secondary Business Location(s) if any:**

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_

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

1. CT State Business License Number (if applicable): \_\_\_\_\_  
State Agency issuing license: \_\_\_\_\_
2. Number of years in business under entity name: \_\_\_\_\_
3. Provide below the full names of entity's owners (> 20% ownership), officers and managers. (use a separate sheet of paper if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Has the entity changed its name within the past 3 years?  
a. YES  NO
5. If yes, provide former name(s): \_\_\_\_\_
6. Have there been any recent (within the last three years) changes in control/ownership, > 20% of the entity?  
a. YES  NO
7. If yes, explain. (use a separate sheet of paper if necessary)
8. Have officers or principals of the entity ever had any license suspended or revoked (other than Driver's License) for any reason?  
a. YES  NO
9. If yes, please explain. (use a separate sheet of paper if necessary)
10. Is the entity or has the entity, or any of its principals, officers, members or owners ever been a party to or involved in any US civil, criminal, antitrust violation, regulatory action, settlements, lawsuit or other legal action involving the Town of Greenwich or any other municipality in the States of CT or NY related to the vendor's business activities?  
a. YES  NO

Vendor Information & Signatory Form (continued)

11. If the answer to question number 10 is 'yes', please explain below. (use a separate sheet of paper if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Has any principal, officer, member or owner of the undersigned entity within the last three years been a principal, officer, member or owner of any entity that has filed for bankruptcy or been voluntarily or involuntarily dissolved?

a. YES  NO

13. Name and title of person completing / responsible for submission of this bid or contract and the responses to this questionnaire: \_\_\_\_\_

14. Telephone number and email address for person identified in questions #13:

Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

15. If requested by the Town during the solicitation process, the vendor hereby agrees to provide the Town with copies of the most recent three (3) years of Loss History Reports for all lines of insurance coverage from its insurance carrier (as named herein) for all contracts and RFPs/RFQs/RFBs equal to or in excess of \$250,000.

a. YES  NO

Name of Insurance Carrier: \_\_\_\_\_

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

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

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

a. YES  List of States: \_\_\_\_\_ NO

18. Please indicate whether your entity has ever been convicted of OSHA violations.

a. YES  (Attach separate page(s) with explanation.) NO

With regard to item No.17 and 18, the vendor understands and agrees that it has a continuing obligation to inform the Town of any OSHA violation and if it is debarred from doing business in the State of Connecticut or any other State after it has submitted this Vendor Information Form. The Vendor understands and agrees that its obligation to keep the Town informed of any change in status continues up to and including the time of award of the contract and if vendor is awarded the contract, its obligation shall continue during the entire duration of the contract.

19. Provide below an inventory list of all major equipment owned by the entity that would be used on this project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. Provide a complete list of the entity's current public customers located in the State of Connecticut:

CUSTOMER	ADDRESS	CONTRACT ANNUAL AMOUNT
----------	---------	------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Outsourcing of Fleet Parts  
Procurement & Turnkey Parts  
Room Operation

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

- A. **General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:**
1. **Commercial General Liability.**
2. **Town as additional insured.**
3. **Owners and Contractors Protective Liability (separate policy in the name of the Town).**
- B. **Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.**
- C. **Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.**
- D. **Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.**
- E. **Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.**
- F. **Property Liability, with blanket limit of liability with replacement cost.**
- 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  
Charles J. Zsebik, Director of Purchasing  
101 Field Point Road  
Greenwich, CT 06830

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

Dear Mr. Zsebik:

The undersigned hereby certifies as follows:

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

Sincerely,

**(Signature)** \

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

# SERVICE AGREEMENT

# \_\_\_\_\_

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

**WITNESSETH**, that in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

**1. DEFINITIONS:**

Wherever the words hereinafter defined or pronouns used in their stead occur in the Agreement Documents, they shall have the following meaning:

"Contractor" shall mean the person or organization identified as such in this Agreement and shall include his authorized representative.

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

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

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

**2. DESCRIPTION OF WORK:**

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

**3. PAYMENT AND PERIOD:**

Base Contract period is:	through .
First option year is:	through .
Second option year is:	through .
Third option year is:	through .
Fourth option year is:	through .

The Contractor shall invoice the Town on a services rendered basis.

Such payments will be made by the Town net 30 for all services actually rendered, and the acceptance by the Contractor of any such payment shall be a release to the Town of all claims and all liability to the Contractor in connection with the Agreement, arising during the period for which payment is made. No payment, however, shall operate to release the Contractor or its sureties or insurers from any obligation under the Agreement to be entered into or any insurance policies issued in connection with said contract. Payment shall be made on the basis of unit price and/or hourly rate as noted in the Contractor's Bid (attached hereto as Exhibit B). The initial contract amount shall be the amount noted on the face sheet of this Agreement. Payment for additional work performed pursuant to Purchase Order(s) shall be in the amount stated on such Purchase Order(s).

**4. PERFORMANCE, MAINTENANCE AND PAYMENT BOND:**

The Contractor shall, simultaneously with the signing of this Agreement, furnish the Town with the executed Performance, Maintenance and Payment Bond of a surety company authorized to do business in the State of Connecticut, and acceptable to the Town, in the sum of the full amount of the Contract obligation in the form provided by the Town.

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

**\*\*Contractor is not required to provide a Performance, Maintenance and Payment bond.**

**5. INSURANCE:**

The Contractor shall take out and maintain during the life of this Agreement the types and amounts of insurance as are set forth in the attached Exhibit A. At the time of the signing of this Agreement by the Contractor, the Contractor shall furnish the Town with a completed certificate of insurance on the Town form that is included in the attached Exhibit A evidencing such coverage.

**6. CONTRACTOR AN INDEPENDENT CONTRACTOR:**

Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees,

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

**7. STANDARD OF OBLIGATION AND SERVICE:**

Any conflict between this Agreement and any Invitation To Bid, Request For Proposal, bid or response to Request For Proposal shall be resolved in favor of this Agreement, with the exception that the more specific terms contained in the exhibits, such as the Request For Proposal and response, shall control in the event of a conflict.

**8. TERMINATION:**

Either party may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than sixty (60) days from the date such notice is given. Termination under this section shall not give rise to any claim against either of the parties for damages or compensation in addition to that provided hereunder.

**9. DEFECTIVE WORK:**

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Agreement. Defective work shall be corrected and unsuitable materials, equipment apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment.

**10. GUARANTEE:**

The Contractor guarantees that the work and services to be performed under the Agreement and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and materials, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Agreement during such one-year period, and also shall repair, correct or replace all damage to the work resulting from such failure.

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

**11. COMPLIANCE WITH LAWS:**

The Contractor shall keep himself fully informed of all existing and future federal, state and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Specifications or other Agreement Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servants and employees from and against any and all claims, demands, suits proceedings, liabilities, judgments, penalties, losses, damages costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

**12. INDEMNITY:**

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

**13. CLAIMS FOR DAMAGES:**

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

alleged damages. Within ten (10) days after the timely filing of such statement, the Contracting Officer shall file with the appropriate department of the Town, one copy of the statement, and shall file with the Town and the Contractor his determination thereon. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Town or its agents, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the provisions of this paragraph.

**14. ABANDONMENT OF THE WORK OR OTHER DEFAULT:**

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the Agreement or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Contracting Officer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Agreement, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Agreement, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Town may designate; and the Town may, upon giving such notice, by Agreement or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the work. The Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion the Town may for itself or for any Contractors employed by the Town take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Town under this subsection shall be charged against the Contractor and deducted and/or paid by the Town out of any moneys due and payable or to become due or payable under the Agreement to the Contractor; in computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Agreement if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, and in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all

payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

**15. LIABILITY OF TOWN:**

No person, firm or corporation, other than the Contractor, who signed this Agreement, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money except as herein provided.

**16. CLAIMS:**

If at any time there be reasonable evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:**

Each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion.

**18. PERMITS:**

The Contractor shall, at his own expense, take out and maintain all necessary permits from the State, Town, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

**19. NOT TO SUBLET OR ASSIGN:**

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Agreement or sublet the Work or any part thereof without the previous written consent of the Town, and shall not assign any of the moneys payable under the Agreement, or his claim thereto, unless by and with the like written consent of the Town. Any assignment or subletting in violation hereof shall be void and unenforceable.

**20. EMPLOY COMPETENT PEOPLE:**

The Contractor shall employ only competent people on the Work and shall not employ people or means which may cause strikes, work stoppages and/or disturbances by workmen employed by the Contractor, any subcontractor, the Town, the Contracting Officer or any other contractor. Whenever the Contracting Officer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the Agreement, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Contracting Officer.

**21. PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE:**

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee or welfare fund, as defined in subsection (H) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

The provisions of this section shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars (\$400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public project is less than one hundred thousand dollars (\$100,000).

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1<sup>st</sup> for the duration of the project.

Each Contractor that is awarded a contract shall pay the annual adjusted prevailing wage rate that is in effect each July 1<sup>st</sup>, as posted by the Department of Labor.

It is the Contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website. The annual adjustments will be posted on the Department of Labor's web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

Questions can be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at 860-263-6790.

**\*\*Contractor shall be providing auto parts service to the Town of Greenwich and prevailing wages do not apply.**

**22. PAYMENT OF SUBCONTRACTORS:**

As required by Section 49-41a of the Connecticut General Statutes, within thirty (30) days after payment to the Contractor by the Town for work under this Agreement, the Contractor shall pay any amount due any subcontractor, whether for labor performed or materials furnished when such labor or materials have been included in a requisition submitted by such Contractor and paid by the Town.

The general contractor shall include in each of its subcontracts, a provision requiring each subcontractor to pay any amounts due any if its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

**23. NON-CONNECTICUT CONTRACTORS**

Pursuant to Connecticut General Statutes §12-430(7), as amended by Connecticut Public Act #11-61, Section 66, a nonresident contractor shall comply with the State of Connecticut's bonding requirements.

**24. EMPLOY SUFFICIENT LABOR AND EQUIPMENT:**

If in the sole judgment of the Contracting Officer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Contracting Officer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Contracting Officer deems necessary to enable the Work to progress properly.

**25. INTOXICATING LIQUORS:**

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

**26. ACCESS TO WORK:**

The Town, the Contracting Officer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

**27. EXAMINATION OF WORK:**

The Contracting Officer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Agreement, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

**28. PRICES FOR WORK:**

The Town shall pay and the Contractor shall receive the prices stipulated in the pricing schedule of the Contractor's Bid (attached hereto as Exhibit B) made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Agreement, for the base contract period.

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

**29. GOVERNING LAW:**

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

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

Dated at Greenwich, Connecticut,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**Witnessed by:**

\_\_\_\_\_  
\_\_\_\_\_

**THE TOWN OF GREENWICH**

By \_\_\_\_\_ **L.S.**

Its \_\_\_\_\_

**Witnessed by:**

\_\_\_\_\_  
\_\_\_\_\_

**THE CONTRACTOR**

By \_\_\_\_\_ **L.S.**

Its \_\_\_\_\_





Model Year	Manufacturer ID	Model ID
1981	MACK	RM6854-SG
1987	BUILD RITE	TRAILER
1987	INT TRAILER CO.	61035
1989	BUILD RITE	TRAILER
1990	BEUTHLING	B300
1990	DETROIT	GENERATOR
1992	HAULMARK	TS7X16DT2
1993	MILLER	CEMENT MIXER
1993	ONAN	60DGCB
1994	FORD	F800-S
1994	ROYER	RODDING MACHINE
1995	RAVENS	RU-16T
1997	GEHL	5635DXT
1998	E-ONE	RESCUE PUMPER
1998	HYSTER	S50XL
1998	ONAN	60DGCB
1999	CATERPILLAR	933C
1999	SRECO	SEWER JET-T
2000	CROSS COUNTRY	61035
2000	NEW HOLLAND	TN75D
2000	PIERCE	RESCUE PUMPER
2001	NEW HOLLAND	LS170
2001	PIERCE	AERIAL 100'
2001	PIERCE	AERIAL 100'
2001	STONE	95CM
2002	BIG TEX	UTILITY
2002	E-ONE	AERIAL PLATFORM
2002	INGERSOLL RAND	P185WJD
2002	INGERSOLL RAND	P185WJD
2002	JOHN DEERE	110
2002	JOHN DEERE	410G
2003	ADVANCED	DECON TRAILER
2003	BANDIT	1390
2003	CHEVROLET	TAHOE
2003	GMC	SAFARI-P
2003	JOHN DEERE	5420

2003	JOHN DEERE	5520
2003	JOHN DEERE	GOODWIN PUMP
2003	SNIPER	SEWER JET-T
2003	STERLING	L7500-DB
2003	STERLING	L7500-RB
2003	STERLING	L7500-RB
2003	STERLING	L7500-RB
2004	E-ONE	COMMAND UNIT
2004	FORD	F250-R
2004	FORD	F550-DB
2004	GMC	2500-R
2004	PIERCE	RESCUE BODY
2004	PIERCE	RESCUE PUMPER
2004	PIERCE	RESCUE PUMPER
2004	STERLING	L7500-RB
2004	TEREX	TH-1048C
2005	BIG TEX	8' VANGUARD
2005	BOBCAT	5600T
2005	BOBCAT	S220
2005	CAM SUPERLINE	20CAM824TA
2005	CHEVROLET	EQUINOX
2005	CHEVROLET	IMPALA
2005	CHEVROLET	IMPALA
2005	E-ONE	RESCUE PUMPER
2005	FORD	F550-DB
2005	FORD	F550-U
2005	FORD	F750-T
2005	FREIGHTLINER	M-2 PRIME MOVER
2005	GMC	C5500-B
2005	GMC	W5500-R
2005	PARKER	SA7710
2005	PARKER	SA7710
2006	CAM SUPERLINE	5CAM16
2006	CATERPILLAR	966H
2006	FORD	CROWN VIC-PD
2006	FORD	F350-S
2006	FORD	F550-DB
2006	FORD	F650-B
2006	FREIGHTLINER	SPRINTER
2006	INGERSOLL RAND	DD-16
2006	INGERSOLL RAND	DD-16
2006	JOHN DEERE	5325

2006	ONAN	15DKAC
2006	ONAN	200DSHAC
2006	STERLING	L7500-AS
2006	STERLING	L7500-AS
2006	STERLING	L7500-DB
2006	YODOCK	UTILTIY TRAILER
2007	ALL TRAFFIC	ATS-5
2007	CHEVROLET	3500-U
2007	CHEVROLET	IMPALA
2007	CHEVROLET	TAHOE
2007	FORD	CROWN VIC-PD
2007	FORD	ESCAPE
2007	FORD	F550-DB
2007	FORD	FUSION
2007	FORD	FUSION
2007	FORD	FUSION-A
2007	FORD	FUSION-A
2007	HOSTETLER	UTILITY
2007	JOHN DEERE	3720
2007	JOHN DEERE	5325
2007	JOHN DEERE	544J
2007	MACK	CV712-AS
2007	MAGNUM	LIGHT TOWER
2007	PIERCE	RESCUE PUMPER
2007	TOWMASTER	T-5T
2007	TOWMASTER	T-5T
2008	BALDOR	TRITON
2008	CHEVROLET	EXPRESS-C
2008	CHEVROLET	EXPRESS-C
2008	CHEVROLET	IMPALA
2008	CHEVROLET	UPLANDER
2008	DODGE	CHARGER-PD
2008	DODGE	SPRINTER-C
2008	FORD	E350-8B
2008	FORD	ESCAPE-H
2008	FORD	ESCAPE-H
2008	FORD	F250-S
2008	FORD	F250-S
2008	FORD	F250-S

2008	FORD	F350-U
2008	FORD	FOCUS-S
2008	HOLMES	6-4X10R3.5K
2008	HOLMES	6-4X12R3.5K
2008	INTERNATIONAL	4300-S
2008	JOHN DEERE	3520
2009	CAM SUPERLINE	5CAM16
2009	CHEVROLET	MALIBU
2009	FORD	E350-C
2009	FORD	ESCAPE-H
2009	FORD	F350-R
2009	FORD	FOCUS-S
2009	HARLEY DAVIDSON	MOTORCYCLE
2009	OLD DOMINION	TRAILER
2009	PIERCE	RESCUE PUMPER
2010	CAM SUPERLINE	5CAM16
2010	CHRYSLER	300 LX
2010	FORD	CROWN VIC-PD
2010	FORD	CROWN VIC-PD
2010	FORD	E450-CS
2010	FORD	F250-R
2010	FORD	F250-R
2010	INTERNATIONAL	7500-AS
2010	INTERNATIONAL	7500-AS
2010	INTERNATIONAL	7500-AS
2010	MACK	GU713-VACALL
2010	PIERCE	RESCUE BODY
2010	TRIPLE R	ATFN-MESH 5X12
2010	TRIPLE R	ATFN-MESH 5X12

2010	UNKNOWN	CLUB CAR
2011	FORD	CROWN VIC-PD
2011	FORD	CROWN VIC-PD
2011	FORD	E250-C
2011	FORD	F250-R
2011	FORD	F250-S
2011	FORD	F550-AS
2011	FORD	F550-AS
2011	FORD	RANGER
2011	FORD	TAURUS-S
2011	HAULMARK	TS7X16DT2
2011	INTERNATIONAL	7500-AS
2011	INTERNATIONAL	7500-AS
2012	BANDIT	1390
2012	DODGE	RAM 5500
2012	DODGE	RAM 5500
2012	FORD	E450-HB
2012	FORD	ESCAPE
2012	FORD	ESCAPE
2012	FORD	ESCAPE-H
2012	FORD	EXPEDITION
2012	FORD	F250-R
2012	FORD	F250-S
2012	FORD	F250-S
2012	FORD	F250-S

2012	FORD	F350-C
2012	FORD	F350-C
2012	FORD	F350-R
2012	FORD	F350-R
2012	FORD	F550-AS
2012	FORD	F550-AS
2012	FORD	F550-AS
2012	HARLEY DAVIDSON	MOTORCYCLE
2012	INTERNATIONAL	4300-T
2012	INTERNATIONAL	7500-AS
2012	JOHN DEERE	310SK
2012	JOHN DEERE	544K
2012	PETERBILT	388-T
2012	STAR EV	AP48-04-D
2013	BOBCAT	S530
2013	CHEVROLET	EQUINOX
2013	CHEVROLET	EQUINOX
2013	CHEVROLET	TAHOE
2013	CHEVROLET	TAHOE
2013	CIMLINE	230GEN4
2013	DODGE	GRAND CARAVAN
2013	DODGE	GRAND CARAVAN
2013	DODGE	RAM 5500
2013	ELGIN	PELICAN
2013	FORD	E350-C
2013	FORD	E350-C
2013	FORD	E350-C
2013	FORD	TRANSIT
2013	FORD	TRANSIT
2013	FORD	TRANSIT
2013	FREIGHTLINER	114SD
2013	FREIGHTLINER	114SD
2013	INTERNATIONAL	4300-R

2013	JEEP	GRAND CHEROKEE
2013	KAUFMAN	SW DELUX
2014	BOBCAT	5600T
2014	BOBCAT	5650
2014	CHEVROLET	EQUINOX
2014	CHEVROLET	EXPRESS-C
2014	CROSS COUNTRY	4HD16
2014	DODGE	RAM 5500
2014	DODGE	RAM 5500
2014	ELGIN	PELICAN
2014	FORD	E350-C
2014	FORD	E350-C
2014	FORD	ESCAPE
2014	FORD	EXPLORER PD
2014	FORD	F150-C
2014	FORD	F150-S
2014	FORD	F250-R
2014	FORD	F250-S
2014	FORD	F350-U
2014	FORD	F550-B
2014	FORD	TAURUS PD
2014	FREIGHTLINER	114SD
2014	FREIGHTLINER	114SD
2014	FREIGHTLINER	114SD
2014	INTERNATIONAL	4300

2014	INTERNATIONAL	4300-R
2014	SEAGRAVE	TB50C0
2014	SEAGRAVE	TB50C0
2014	SURE-TRAC	ST7212TA-B-030
2014	SURE-TRAC	ST7212TA-B-030
2014	TRACKLESS MT	MT6
2015	BOBCAT	5600T
2015	BOBCAT	5600T
2015	BOBCAT	5600T
2015	BOBCAT	S650
2015	BOBCAT	S650
2015	CHEVROLET	EXPRESS-C
2015	CHEVROLET	TAHOE
2015	CHEVROLET	TRAVERSE
2015	DODGE	DURANGO
2015	FORD	ESCAPE
2015	FORD	EXPLORER PD
2015	FORD	F150-S
2015	FORD	F250-R
2015	FORD	F350-C
2015	FORD	F550-AS
2015	FORD	F550-AS
2015	FORD	F550-S
2015	FORD	TAURUS PD
2015	FORD	TAURUS PD
2015	FORD	TAURUS PD
2015	FREIGHTLINER	114SD
2015	FREIGHTLINER	M2-106 BUCKET

2015	JEEP	GRAND CHEROKEE
2015	JOHN DEERE	544K
2015	JOHN DEERE	6105R
2015	TOWMASTER	T-5T
2016	BRAVO	BRAVO TRAILER
2016	CHEVROLET	1500-C
2016	CHEVROLET	3500-P
2016	CHEVROLET	TAHOE
2016	CHEVROLET	TAHOE
2016	FORD	ESCAPE
2016	FORD	EXPLORER PD
2016	FORD	F250-R
2016	FORD	F250-S
2016	FORD	F350-C
2016	FORD	F350-R
2016	FORD	F550-AS
2016	FORD	F550-DB
2016	FORD	F550-S

2016	FORD	F550-S
2016	FORD	TAURUS PD
2016	FORD	TAURUS PD
2016	FORD	TRANSIT 350
2016	FORD	TRANSIT 350
2016	FORD	TRANSIT 350
2016	FREIGHTLINER	114SD
2016	FREIGHTLINER	M2-106 VACALL
2016	JOHN DEERE	320E
2016	PRINOTH	SW4S
2016	TOWMASTER	T-5DT
2016	TOWMASTER	T-5DT
2017	FORD	EXPLORER
2017	FORD	EXPLORER
2017	FORD	EXPLORER
2017	HAULMARK	PPT6X10DS2