

GREENWICH PUBLIC SCHOOLS
Purchasing Department
290 Greenwich Avenue
Greenwich, Connecticut 06830
(203) 625-7411
Fax (203) 625-7677

EUGENE H. WATTS
Senior Buyer

September 14, 2017

Dear Sir/Madam:

You are invited to submit a bid for Inspection of Fitness Centers for the Greenwich Public Schools 2017/2018 school year. The enclosed bid specifications detail the requirements we are looking for.

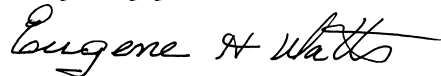
Bidders are urged to read all documents carefully and fill out all information requested. Proposals which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection for failure to comply strictly with these conditions.

Bids must be submitted on the schedule form attached hereto. All unit prices must be filled in. Each bid must be submitted with one (1) original and three (3) copies of the bid. Bidders must submit bids in a clear, concise and legible manner so as to permit proper evaluation of responsive bids. Faxed bids will not be accepted. The original bid and copies must be in a sealed envelope plainly marked:

Inspection of Fitness Centers Bid
Opening Date: October 12, 2017
Opening Time: 10:00 a.m.
BID NUMBER: 2174-17

Sealed Proposals for supplying the above will be received by the Purchasing Department at the above address until 10:00 a.m. at which time they will be opened and read publicly. All proposers and other interested people are invited to be present at the opening of these proposals.

Very truly yours,



Eugene H. Watts

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

Sealed bids to Inspect Fitness Centers for the Greenwich Public Schools, as specified on the bid specification sheet, which will be received on the date and time, specified. All bidders and other interested persons are invited to be present at the opening of these bids, which will take place at the Board of Education.

Bidders are urged to read all documents carefully and fill out all information requested. Bids which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection.

The Board of Education reserves the right to waive any informality in the bid or reject any or all bids or to accept any bid which appears to be in the best interest of the Board. Any bid may be withdrawn prior to the opening time and date. Any bid received after the time and date as specified will not be considered.

The specifications indicate the kind of system the Board of Education will accept bids on. All bids must be equal to or better than specified.

Each vendor must indicate in the bid how long it will take to deliver the orders after the bid is awarded. Each bid must be a firm bid subject to 90 days acceptance.

Each company bidding must have been in business under the same name for at least five years unless purchased by a larger company.

Any misrepresentation of any company in this bid may be cause for disqualification.

The successful vendor shall guarantee that all items delivered will conform in every respect with accepted standards of workmanship, material and performance, and follow all provisions of Federal and State Laws and Regulations and these specifications.

The Board of Education shall have the right to take such steps, as it deems necessary to determine the ability of the bidder to provide and install the Intercom System Upgrade. The bidder shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any bid where on investigation the evidence or information submitted by such bidder does not satisfy the Board of Education. The bidder must be qualified to carry out properly the terms of the contract.

No amount shall be added for the Connecticut Sales Tax or Federal Tax. The Greenwich Public Schools is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut.

Consumption or use of alcohol and/or drugs is prohibited on school property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all school buildings and on school grounds.

Once the Bid is awarded and the contract is received by the vendor, the vendor will be given ten (10) business days to return the three (3) completed contract sets along with the original insurance documents; namely, the ACORD Certificate of Insurance Liability

Coverage and the "Endorsement" letter. **These two (2) insurance documents must have original signatures and must be signed by the same person.** All insurances shall be carried by a company or companies authorized to do business within the State of Connecticut. Such certificates of insurance shall be in the form attached hereto.

The Contractor shall also carry insurance covering bodily injury and property damage caused by the operation of all motor vehicles owned by the Contractor, or by the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work under this Agreement. It is the vendor's responsibility to provide the Board of Education with updated insurance coverages throughout the entire contract period.

Should the bidder find, during examination of specifications, any discrepancies, omissions, ambiguities, or conflicts in the specifications or be in doubt as to the meaning of any portion of them, he/she shall bring the question to the attention of the Purchasing Department at the Board of Education at once and no later than ten (10) days before the bid due date. The Purchasing Department will review questions and, where information sought is not clearly indicated or specified, the Purchasing Department will then instruct all bidders in writing regarding the points in question, by issuing a clarifying addendum that will become a part of the specifications. No alleged "verbal interpretation" shall be held valid. All addenda issued during this period supersede previous information and automatically becomes part of the specifications.

If the Board of Education deems it necessary, it may postpone the opening date of bids by notifying each bidder by telephone, mail or the issuing of an addendum.

The Greenwich Board of Education reserves the right to accept the bid or bids of the lowest qualified bidder, kind, quality and material being equal, to select a single item from the bidder, or to accept the bid as a whole; to reject any and all bids, and to waive any omission or informalities in any bid.

Any and all reference to commercial type, sales, trade names and catalogue are intended to be descriptive only and not restrictive. The intention is to indicate only to the bidders the kind and quality of the articles that will be satisfactory. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state in the bid exactly what he intends to furnish. Where possible and feasible, submit an illustration and, or descriptive matter.

DESCRIPTION

1. Inspect the four fitness centers (GHS, CMS, EMS, WMS) four times per year.
2. Provide written feedback to District PE Department of any issues with any equipment.
3. Provide written estimate of repairs that need to be done after each inspection.
4. After approval, perform the necessary steps to complete those repairs in a timely manner.
5. Also, when requested by PE Staff at the four schools, come in and do repairs to Fitness Center equipment when necessary, between inspections.
6. When equipment is beyond repair, company should suggest new equipment to purchase.

Check List:

Standard Treadmills

- Check walking belt and deck surface for wear
- Clean Vacuum motor compartment
- Check for wear of drive belt
- Check all electrical connections
- Check condition of line cord (insulation, prongs)
- Check operation of machine
 1. Speed
 2. Incline
 3. Programs
 4. Heart Rate
- Adjust Walking Belt as needed
- Clean loose debris from under treadmill
- Clean exterior of treadmill

Autowaxing treadmills (Life Fitness)

- All services performed on Standard treadmills plus:
- Check and clean wax nozzle
- Test automatic waxing system (manually fire wax pump)
- Clean debris brush

Steppers

- Check operation of machine
- Check condition of line cord
- Remove shrouds and clean interior of machine
- Check chains for wear and lubricate
- Check condition of tension belt and resurface flywheel
- Check alternator brushes
- Check lubrication reservoir level
- Clean exterior of machine

Bikes – Standard

- Check operation of machine
- Check condition of drive belt, tension belt and/or chain
- Lubricate chain
- Check position and adjust resistance mechanism
- Check electrical connections
- Check crank bearings and tighten
- Clean interior and exterior of bike

Bikes – Alternator

- All services performed on standard bikes plus:
- Check alternator brushes for wear

Airdynes

- Check for proper operation
- Check Tension primary and secondary chains and inspect for wear
- Check crank arms and pedals for play
- Tighten wedge pins
- Tighten bottom bracket bearing cartridge retaining ring
- Check condition of bearing cartridge
- Inspect and tighten pivot bolts
- Clean machine

Rowers

- Clean machine
- Check for proper operation
- Check chain, rope or cord for wear
- Check seat rollers/bearings
- Lubricate seat assembly

Ellipticals

- Check for proper operation
- Check condition and tension of drive belts
- Tighten linkage assemblies
- Lubricate pivot points
- Clean interior and exterior of machine
- Check for resistance mechanism for alignment and/or wear
- Check alternator brushes

Single-station and Multi-station selectorized

- Check for loose bolts
- Check tension of cables and adjust
- Check condition of cables/belts
- Lubricate guide rods
- Check condition of pulleys and upholstery
- Check bearings for wear
- Clean machine
- Check for proper operation

Free-weight Equipment

- Check bolts
- Lubricate pivot points
- Check upholstery for wear
- Clean machine

AWARD OF BIDS

Contracts and/or purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. The Greenwich Board of Education reserves the right to determine the low bidder on an individual basis.

The Board of Education will consider proximity of vendor's services as a factor in determining the lowest responsible bid. Bidders must not be more than 40 miles from Greenwich CT.

All bidders must be capable of backing their products with proper handling and usage and on-site instructions.

QUESTIONS

All questions must be directed to the Board of Education Bid Department at: bid_department@greenwich.k12.ct.us. In the subject line of your e-mail, please put "Bid 2174-17 Inspection of Fitness Centers" in the subject line of the email. All questions must be received no later than noon on September 25, 2017. All Answers will be posted as an addendum to our website, www.greenwichschools.org no later than noon on October 2, 2017. Failure to comply with these conditions will result in the proposer waiving his/her right to dispute the proposal specifications and conditions. All addendums must be part of the bid package. It is the proposer's responsibility to check our website for all addenda up to the day before the opening date.

COLLUSION AMONG BIDDERS

More than one offer from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bidders will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in the future offers for the same work. Each bidder, by submitting a bid, certifies that it is not a part to any collusive action.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

The successful bidder will not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful bidder agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause. The successful bidder in all solicitation or advertisements for employees, placed by or on behalf of the contractor, will state that such successful bidder is an Equal Opportunity Employer. Employment discrimination by contractor prohibited.

Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulations shall, be deemed sufficient for the purpose of meeting the requirements of this section.

Special Education Supports and Services

HOURLY RATE FOR 2017/2018 _____

HOURLY RATE FOR 2018/2019 _____

HOURLY RATE FOR 2019/2020 _____

HOURLY RATE FOR 2020/2021 _____

INSURANCE PROCEDURE

PLEASE NOTE:

THIS PAGE MUST BE RETURNED WITH YOUR BID/RFP. FAILURE TO DO SO MAY RESULT IN YOUR BID/RFP BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid/rfp documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/RFP. Any bids/rfps with deficient insurance requirements will be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/rfp cost reflects any additional costs relating to insurance requirements for this work.

Signature

Date

NON-COLLUSION AFFIDAVIT

**GREENWICH PUBLIC SCHOOLS
290 GREENWICH AVE
GREENWICH, CONNECTICUT**

State of _____:

County of _____:S.S.

I state that I am the _____ of _____
(TITLE) (NAME OF MY FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder/proposer or potential bidder/proposer.
- (2) Neither the price(s) nor the amount of this BID/RFP, and neither the approximate price(s) nor approximate amount of this BID/RFP, have been disclosed to any other firm or person who is a bidder/proposer or potential bidder/proposer, and they will not be disclosed before BID/RFP opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/proposal higher than this BID/RFP, or to submit any intentionally high or noncompetitive BID/RFP or other form of complementary BID/RFP.
- (4) I fully understand that more than one offer from an individual, firm partnership; corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder/proposer is interested in more than one BID/RFP for the work contemplated may cause rejection of all BID/RFP in which the bidder/proposer is interested. Any or all bidders/proposers will be rejected if there is any reason for believing that collusion exists among the bidders/proposers. Participants in such collusion may not be considered in the future offers for the same work. Each bidder/proposer by submitting a bid/proposal certifies that it is not a part to any collusive action.
- (5) The BID/RFP of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/proposal.

- (6) _____ its affiliates, subsidiaries, officers,
(NAME OF MY FIRM)
directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding/proposing on any public contract, except as follows:

I state that _____ understands and acknowledges that
(NAME OF MY FIRM)

the above representations are material and important, and will be relied on by Greenwich Public Schools in awarding the bid/proposal for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Greenwich Public Schools of the true facts relating to the submission of bids/proposals for this contract.

- (7) I agree to furnish and deliver all services on the date and time agreed on by

(NAME OF MY FIRM)

and the Greenwich Board of Education. Furthermore, there will not be any cancellations to the Board of Education. If a bidder/proposer submits a bid/proposal on any item he/she will be responsible for delivering that item at the bid/proposal cost, in accordance with the attached above specifications, which were submitted with this bid/proposal and upon which the bid/proposal was made.

- (8) 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.
- (9) 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.
- (10) 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 resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.
- (11) The Greenwich Code of Ethics can be found at www.greenwichct.org Code of Ethics stated 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 as 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, 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 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, things, 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 is office to exert his influence or to vote on such transaction or action.

By signing this proposal the proposer understands and agrees to the attached terms, conditions, and specifications, including Collusion among Proposers. Employment Discrimination by the Contractor Prohibited.

SIGNATURE

SWORN AND SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR

THE COUNTY OF _____ AND THE

STATE OF _____ THIS _____

DAY OF _____, 2017

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

TOTAL COST: _____

VENDOR INFORMATION. (Please print the following)

VENDOR NAME

ADDRESS

TELEPHONE

FAX #

E-MAIL

WEB SITE

PRINT NAME

TITLE

Vendor Signature

THE FOLLOWING PAGES ARE A SAMPLE COPY OF THE TOWN OF GREENWICH CONTRACT FOR YOUR REVIEW. YOU MUST BE ABLE TO SIGN THIS CONTRACT AS IS AND MEET ALL THE NECESSARY INSURANCE AS REQUIRED BY THE TOWN OF GREENWICH IN ORDER FOR YOUR BID TO BE CONSIDERED.

PERSONAL SERVICE CONTRACT

Contract No. _____

THIS AGREEMENT made and entered into this ____ day of ____ 2017, by and between the Town of Greenwich (hereinafter referred to as "Town"), acting herein by the undersigned official, and _____ (hereinafter referred to as "Contractor"), whose principal office is located at _____ acting herein by _____ its _____, hereunto duly authorized.

WITNESSETH:

WHEREAS, the Town contemplates:

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

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

- 1. Describe services to be performed:
- 2. Describe method and terms of payment:

This agreement consists of:

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

Exhibit A Insurance Requirements & Certificate of Insurance (pp. _____);

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

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

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

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

4. The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may

thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town.

5. The service and work contemplated under this Contract shall be completed in full on or before _____ with the option, if agreed by both parties, to extend the contract by mutual agreement.

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

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

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

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

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

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

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

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

14. The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, due to negligence, fault, or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors. However, the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned by acts or omissions of the Town, its officers, agents, servants or employees, in connection with the work called for in the Contract.

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

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

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

Dated at Greenwich, Connecticut,
this _____ day of _____ 2017

Witnessed by:

THE TOWN OF GREENWICH

By _____ **L.S.**

Its _____

Dated at Greenwich, Connecticut,
this _____ day of _____ 2017

Witnessed by:

L.S.

THE CONTRACTOR

By _____

Its _____

FOR A PARTNERSHIP:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____
acknowledging partner or agent
partner (or agent) on behalf of _____, a partnership.
name of partnership

Notary Public
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____
name and title of position

Notary Public
My Commission Expires:

Insurance Requirement Sheet

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

- A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
 - 1. Commercial General Liability.
 - 2. Town as additional insured.
 - 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).

- B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.

- C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.

- D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.

- E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.

- F. Other (Builder's Risk, etc.): _____.

- G. CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: BOARD OF EDUCATION. (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 A: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.

(SAMPLE ENDORSEMENT LETTER)

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Eugene H. Watts, Senior Buyer
Purchasing Department
Town of Greenwich/Board of Education
290 Greenwich Avenue – Havemeyer Building
Greenwich, CT 06830

**Re: CONTRACTOR / VENDOR NAME
Town of Greenwich / Board of Education / Contract #XXXX
Project Name: Inspection of Fitness Centers for Greenwich Public Schools**

Dear Mr. Watts:

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 / Board of Education has been endorsed as an additional insured under the 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,

***Authorized Representative for all companies listed in the Acord form
(Acord & Endorsement Letter must be signed by the same individual)***

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSUREERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE \$2,000,000 PRODUCTS-COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS ANY PROPRIETOR/PARTNER/EXECUTIVE SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT \$1,000,000 (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000	
	Professional Liability				<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The Town of Greenwich / Board of Education are listed as additional insured for Contract No. XXXX

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: ___ CANCELLATION

Certificate Holder:
Town of Greenwich
Board of Education
101 Field Point Road
Greenwich, CT 06830

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS