

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

NO.: 7460 RFP

ISSUE DATE: 2/8/19

DEADLINE DATE: 3/6/19

DEADLINE TIME: 3:00 PM

       REQUEST FOR BID

  X   REQUEST FOR PROPOSAL

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

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

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

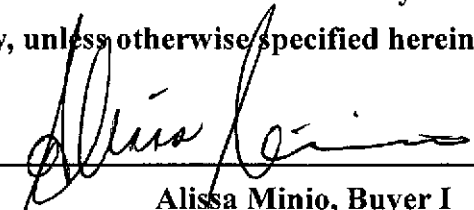
ITEM/CATEGORY                     DEPARTMENT OF PARKS & RECREATION  
  SUMMER ADVENTURERS TRANSPORTATION

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.

  
\_\_\_\_\_  
Alissa Minio, Buyer I

An Affirmative Action/Equal Opportunity Employer, M/F/H

## Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

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

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich. Any respondent that takes exception to the insurance requirements set forth by the Town of Greenwich Risk Manager shall be deemed unresponsive.

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 #7460    DEADLINE: 3/06/19 AT 3:00 PM**

**DEPARTMENT OF PARKS & RECREATION SUMMER ADVENTURERS  
TRANSPORTATION**

The Purchasing Department of the Town of Greenwich, on behalf of the Department of Parks and Recreation, is soliciting proposals for the Summer Adventurers camp transportation, as per the specifications of this Request For Proposal.

**Required Services**

The purpose of this Request For Proposal is to obtain daily bus transportation for the Greenwich Adventurers summer camp attendees consisting of children between the ages of 8 - 15 and the respective staff for summer 2019. Greenwich Summer Adventurers is a day camp that runs weekly from 9:00 AM – 4:00 PM. The on-site location and daily drop-off and pick-up for camp is at the Western Greenwich Civic Center (449 Pemberwick Road, Greenwich, CT). The program includes two, off-site field trips per week, local beach days at Greenwich Point and Island Beach, and a variety of activities at the Western Greenwich Civic Center. Transportation is provided for all trips and beach days.

Transportation will be needed for the duration of the camp, which runs on weekdays, starting Tuesday, June 25 and ending Friday, August 9 (No bus needed July 4 or August 9). The camp is closed for (1) day, on Wednesday, July 4, 2019 and on Wednesday, August 9, all campers will be on-site, therefore transportation is not needed. In sum, there are 32 total days that transportation is needed. One (1) large bus, to seat at least 71 passengers each, will be utilized daily. **For off-site, scheduled trips longer than a 30-minute drive, an air conditioned bus is required.** The weekly designated schedule is as follows:

<b><u>Daily pick-up and drop-off</u></b>	<b><u>Pick-up time</u></b>	<b><u>Returns</u></b>
Western Greenwich Civic Center (449 Pemberwick Road, Greenwich, CT)	Between 8:30 AM – 9:00 AM	4:00 P.M.

- Two days per week (12 total days): Transportation **shuttle** to and from Greenwich Point Beach
- One day per week on Friday's (6 total days): Transportation **shuttle** to and from the Greenwich Island Beach Ferry. **Must be able to make two shuttle trips per day if necessary.**
- Two days per week (14 total days): Transportation to and from off-site trip location

On beach days (Greenwich Point and Island Beach Ferry), **The bus must be on-call and available to pick up campers and staff** (within 15 minutes' response time) in case of inclement weather, or other unforeseen circumstances and return them to the Western Greenwich Civic Center.

Camp staff will be present on the bus at all times.

Transportation for special event trips (i.e. movies, theaters, parks, etc.) is also required. Vendor shall include pricing for additional trips on the Reply Sheets.

### **Vendor's Equipment/Drivers**

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

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

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

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

### **Issuance of Addenda**

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

### **Modification or Withdrawal of Proposals**

#### **Withdrawal of Proposals Prior to Deadline**

A respondent wishing to withdraw a proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the proposal by calling the respondent at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a proposal before the established deadline is valid, the proposal will be returned to the respondent. The respondent may then withdraw completely from the bidding process, or may modify the proposal and resubmit before the deadline.

### **Withdrawal of Proposals After the Deadline**

If bid security is required and a respondent does not honor his/her proposal for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town.

After the proposal deadline has passed, the submitted proposals become the property of the Town and are valid offers to be honored by the respondent for sixty (60) days or longer, as specified in the Request For Proposal.

Respondents who do not honor their proposals for the sixty (60) day (or as specified) period, shall be declared irresponsible respondents.

### **Insurance Requirements**

The **awarded** vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFP. The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. 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. Contractor's insurance must be primary and non-contributory.

**A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory.** This letter shall be addressed to the Town's Director of Purchasing and **must follow exactly the format of the letter attached as Exhibit B.** It must be signed by the same authorized individual representative who signed the Acord form. **Both the certificate of insurance and the letter must be signed by the same authorized representative.** 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.**

The vendor shall submit with the proposal the signed, original “**Insurance Procedure**” form, **page 12**, which states that the vendor agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the proposal.

### **Contract Format**

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

### **Price Guarantee**

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

### **Payments**

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

### **Taxes**

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

### **Reservation of Rights**

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

### **Cancellation of Award/Contract**

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

### **Criteria for Evaluation of Proposal**

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

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

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

### **Requests For Information**

Any requests for clarification or additional information regarding this proposal should be addressed to:

Alissa Minio  
Buyer I  
Purchasing Department  
Town of Greenwich

[aminio@greenwichct.org](mailto:aminio@greenwichct.org)

If any substantive requests for information are received and responded to by the Town of Greenwich, an addendum to this RFP will be issued.

### **Submission of Proposals**

#### **PROPOSALS ARE DUE BY: March 6, 2019 AT 3:00 PM**

Vendor shall submit one (1) original and three (3) copies of the sealed proposal to:

**Original proposal must be signed in ink. Electronic signatures will not be accepted.**

Town of Greenwich  
Purchasing Department, 1<sup>st</sup> floor  
101 Field Point Road  
Greenwich, CT 06830 Re: RFP #7460

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7460    DEADLINE: 3/06/19 AT 3:00 PM**

**DEPARTMENT OF PARKS & RECREATION SUMMER ADVENTURERS  
TRANSPORTATION**

**REPLY SHEET (Page 1 of 6)**

Vendor shall provide pricing below:

**Local Beach Shuttle Transportation**

For the following shuttle trips (local travel), please provide the cost per bus with sub-total, and the total cost:

<b>LOCATION</b>	<b>COST PER BUS</b>	<b># OF DAYS</b>	<b>SUB-TOTAL</b>
Greenwich Point Beach - Todds Driftway, Old Greenwich, CT 06870	\$ _____	12	\$ _____
Greenwich Island Beach Ferry - 100 Arch St., Greenwich, CT, 06830	\$ _____	6	\$ _____
<b>TOTAL COST:</b>		<b>18</b>	<b>\$ _____</b>

**Substitute Shuttle (In place of a beach day)**

Please provide the cost per bus with sub-total for substitute shuttle

<b>LOCATION</b>	<b>COST PER BUS</b>	<b># OF DAYS</b>	<b>SUB-TOTAL</b>
Byram Shore Pool Complex – Ritch Avenue, Greenwich, CT	\$ _____	1	\$ _____
<b>TOTAL COST:</b>		<b>1</b>	<b>\$ _____</b>

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

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



**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7460    DEADLINE: 3/06/19 AT 3:00 PM**

**DEPARTMENT OF PARKS & RECREATION SUMMER ADVENTURERS  
TRANSPORTATION**

**REPLY SHEET (Page 2 of 6)**

**Off-Site Field Trips**

For the following trip locations (14 total), please provide the cost per bus and total cost:

**TOLLS AND PARKING FEES MUST BE INCLUDED**

**\*For some trips an air conditioned bus is required**

<b>DATE</b>	<b>LOCATION</b>	<b># OF BUSES</b>	<b>COST PER BUS</b>
6/25/19	Rock Climb Fairfield: 85 Mill Plain Road, Fairfield, CT 06824	1	\$ _____
6/26/19	Laser Planet: 2457 East Main Street, Waterbury, CT 06705 *AC Bus	1	\$ _____
7/02/19	Boundless Adventures: SUNY Purchase Campus: 735 Anderson Hill Road, Purchase, NY 10577	1	\$ _____
7/03/19	Boundless Adventures: SUNY Purchase Campus: 735 Anderson Hill Road, Purchase, NY 10577	1	\$ _____
7/09/19	Urban Air: 260 Bull Hill Lane, Orange, CT 06477	1	\$ _____
7/10/19	Urban Air: 260 Bull Hill Lane, Orange, CT 06477	1	\$ _____
7/16/19	Lake Compounce: 185 Enterprise Dr., Bristol, CT 06010 *AC Bus	1	\$ _____
7/17/19	Quassy Amusement Park: 2132 Middlebury Road, Middlebury, CT 06762 *AC Bus	1	\$ _____
7/23/19	RPM Raceway: 600 West Avenue, Stamford, CT 06902	1	\$ _____
7/24/19	RPM Raceway: 600 West Avenue, Stamford, CT 06902	1	\$ _____
7/30/19	Brownstone Discovery Park: 161 Brownstone Avenue, Portland, CT 06480 *AC Bus	1	\$ _____
7/31/19	Splashdown Beach: 16 Old Route 9, West Fishkill, NY 12524 *AC Bus	1	\$ _____
8/07/19	Rockin' Jump: 25 Trefoil Dr. Trumbull, CT 06611	1	\$ _____
8/08/19	Rockin' Jump: 25 Trefoil Dr. Trumbull, CT 06611	1	\$ _____
<b>TOTAL COST:</b>		<b>14</b>	\$ _____

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

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

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7460    DEADLINE: 3/06/19 AT 3:00 PM**

**DEPARTMENT OF PARKS & RECREATION SUMMER ADVENTURERS  
TRANSPORTATION**

**REPLY SHEET (Page 3 of 6)**

**Alternate/Substitute Trips**

**Please provide the cost per bus and total cost for alternate/substitute trip locations:**

**TOLLS AND PARKING FEES MUST BE INCLUDED**

<b>LOCATION</b>	<b># OF DAYS</b>	<b>COST PER BUS</b>
AMC Loews Port Chester - 40 Westchester Avenue, Port Chester, NY 10573	1	\$ _____
Bowlmor - 701 Connecticut Avenue, Norwalk, CT 06854	1	\$ _____
Maritime Aquarium: 10 N Water St, Norwalk, CT 06854	1	\$ _____
Insports Center: 29 Trefoil Drive, Trumbull, CT 06611	1	\$ _____
<b>TOTAL COST:</b>	<b>4</b>	<b>\$ _____</b>

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

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

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

**TOWN OF GREENWICH, CT**  
**REQUEST FOR PROPOSAL #7460    DEADLINE: 3/06/19 AT 3:00 PM**  
**DEPARTMENT OF PARKS & RECREATION SUMMER ADVENTURERS**  
**TRANSPORTATION**

**REPLY SHEET (Page 4 of 6)**

Vendor shall provide five references in the table below:

<b>COMPANY</b>	<b>CONTACT NAME</b>	<b>PHONE NUMBER</b>	<b>LENGTH OF SERVICE</b>
1.			
2.			
3.			
4.			
5.			

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

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

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7460    DEADLINE: 3/06/19 AT 3:00 PM**

**DEPARTMENT OF PARKS & RECREATION SUMMER ADVENTURERS  
TRANSPORTATION**

**REPLY SHEET (Page 5 of 6)**

**Non-collusion Language**

In submitting this proposal, the undersigned declares that this is made without any connection with any persons making another proposal on the same contract; that the 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 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 proposal, 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 proposal. If found to be false, the Town of Greenwich retains the right to reject said proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said proposal and contract or purchase order.

**RESPONDENT INFORMATION:**

**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 #7460 DEADLINE: 3/06/19 AT 3:00 PM**

**DEPARTMENT OF PARKS & RECREATION SUMMER ADVENTURERS  
TRANSPORTATION**

**REPLY SHEET (Page 6 of 6)**

**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** \_\_\_\_\_

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

The respondent shall take the Insurance Requirement Sheet (Exhibit A) to the respondent's insurance agent/broker upon receipt of the proposal documents. The respondent 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 respondent 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 Proposal. Any proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

**STATEMENT OF RESPONDENT AND RESPONDENT'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 proposal 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.**

Respondent's Company Name: \_\_\_\_\_

Authorized Respondent's Signature: \_\_\_\_\_

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

Respondent'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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposer agrees prices will remain firm for \_\_\_\_\_ days.

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

**PRINT NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**TEL. NO.** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NO.** \_\_\_\_\_

## 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. Contractor's insurance must be primary and non-contributory.
3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- C. Excess Liability, with minimum coverage of \$10,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- F. Other (Builder's Risk, etc.): \_\_\_\_\_.
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH**  
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)  
101 Field Point Road, Greenwich, CT 06830.

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. 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. 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.



**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

**PERSONAL SERVICE CONTRACT**

**Contract No.**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting herein by the undersigned official, and \_\_\_\_\_ (hereinafter referred to as "Contractor"), whose principal office is located at \_\_\_\_\_, acting herein by \_\_\_\_\_ its \_\_\_\_\_, hereunto duly authorized,

**WITNESSETH:**

WHEREAS, the Town contemplates:

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

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

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

This agreement consists of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated at Greenwich, Connecticut,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**Witnessed by:**

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

**Witnessed by:**

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

**THE TOWN OF GREENWICH**

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

Its \_\_\_\_\_

**THE CONTRACTOR**

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

Its \_\_\_\_\_

**STATUTORY SHORT FORMS OF ACKNOWLEDGMENT**

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

STATE OF \_\_\_\_\_ )  
 ) ss: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ (name of person acknowledged)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**FOR A CORPORATION:**

STATE OF \_\_\_\_\_ )  
 ) ss: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by \_\_\_\_\_ name and title of officer/agent of \_\_\_\_\_ name of corporation a \_\_\_\_\_ State or place of incorporation corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

FOR A PARTNERSHIP:

STATE OF \_\_\_\_\_ )  
 ) ss: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: