

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

NO.: 6915 RFP

ISSUE DATE: 8/29/12

DEADLINE DATE: 10/4/12

DEADLINE TIME: 3:00 PM

QUESTION DEADLINE: See Page 8

X REQUEST FOR PROPOSAL

PRE-PROPOSAL CONFERENCE: 9/12/12

TIME AND DATE: 10:00 AM - 12 NOON

LOCATION: Mazza Conference Room

**1st Floor
Town Hall - 101 Field Point Road
Greenwich, Connecticut**

ITEM/CATEGORY CONSTITUENT RELATIONSHIP MANAGEMENT SYSTEM

LOCATION GREENWICH, CT

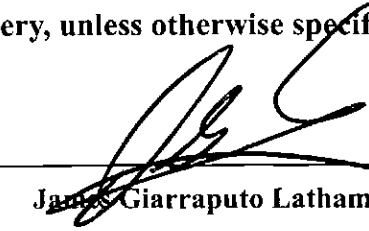
PREQUALIFICATION

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.**
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.**


James Giarraputo Latham, Senior Buyer, CPPB

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.

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

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Director of Purchasing and Supply. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Director of Purchasing and Supply shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6915 DEADLINE: 10/4/12 AT 3:00 P. M.

CONSTITUENT RELATIONSHIP MANAGEMENT SYSTEM

BACKGROUND

The Town of Greenwich, Connecticut (the Town) is a municipality of 62,000 residents located in Fairfield County Connecticut. Greenwich is southern and westernmost municipality in Connecticut. It is located approximately forty minutes from New York City via Metro North Railroad.

The Town operates under a Representative Town Meeting (RTM) form of government. The Town also has a Board of Estimate and Taxation as well a Board of Selectmen.

The First Selectman is the chief elected official within the Town. There are eight (8) departments and divisions under his direct supervision:

1. Police
2. Fire
3. Department of Public Works
4. Purchasing and Administrative Services
5. Information Technology
6. Community Development
7. Fleet
8. Parking Services

Additionally, there are a number of departments that operate under various appointing authorities, these include, but are not limited to:

1. Finance
2. Planning and Zoning
3. Social Services
4. Health

The Town has 1,210.2 fulltime equivalent employees outside of the Board of Education. With the Board of Education, there are 2,685.67 fulltime equivalents.

The Town has a Windows 2008/2003 network running on VMware platform version 4.1/5.0 and has standardized on the Microsoft Windows 7 desktop operating system, along with Microsoft Office 2010 and IE ver.8. The software solution should be "Active Directory" compliant.

The Town has standardized on Microsoft SQL (version 2008) as their preferred database platform.

SCOPE OF WORK

The Town's Purchasing Department on behalf of the Office of the First Selectman is seeking proposals for the purchase and implementation of a Constituent (or Customer/Citizen) Relationship Management (CRM) system to improve the quality of communication, interactions and service with Town residents.

The system shall be accessible to Town residents 24/7/365.

The selected firm shall provide all of the necessary software, hardware, technology, labor, equipment, expertise and training necessary for the successful installation of this system.

The CRM system shall be a work-order system that will streamline customer interaction and will bolster organizational accountability. The CRM system shall assist the Town in providing improved service through prospective management and the effective use of performance measures.

At minimum, the CRM system shall provide the Town with the following functions and benefits:

1. Ability to route inquiries service requests and help staff respond promptly to all forms of resident's communications.
2. Accommodation of resident's inquiries received by phone; web-based user interface; and vendor-provided and supported mobile application (iOS/Android).
3. Instant access to the history of all resident's communications.
4. Automatic routing of each request to the assigned staff person(s) allowing for an efficient follow-up.
5. Assignment of a unique identifier and reminder to each inquiry, which shall allow the Town and residents the ability to track the status and progress of the inquiry.
6. Ability for the resident to be sent an e-mail acknowledgement, which can contain customized information or other data relevant to the Town department that has received an inquiry.
7. Accommodation of requests for escalation and tracking.
8. Automatic assignment of requests to the appropriate department/staff member. These categories and contacts will be coordinated with all departments.

9. Accommodation of the collaborative work environment the Town fosters by allowing issues to be reassigned to department/staff members after the initial assignment.
10. Seamless incorporation with existing software being used throughout the Town including, but not limited to Lucity, Lotus Notes, City View, and ESRI-based GIS.
11. Ability for management to establish and edit cycle and task times for specific service requests.
12. Ability for management to be notified of open items that exceed established cycle and task times.
13. Ability for users to generate reports on any data point(s) during any period of time after implementation. Reports shall include the capabilities to present data in various graphical configurations.
14. Ability to track through an automatic audit trail (to ensure there are no multiple responses to resident inquiries and to ensure compliance with records retention policies).
15. Ability for the public to check the status of their request on-line by entering their assigned work-order number.
16. Ability to export data into Microsoft Excel and Access.

SCHEDULE OF EVENTS

EVENT	DATE
1. RFP Issued	8/29/12
2. Deadline for Questions	9/21/2012
3. Deadline for Proposal Submission	10/4/12
4. Selection of Finalist(s)	10/15/2012
5. Interviews and Product Demonstrations	10/29/2012
6. Issuance of Award	11/12/2012
7. Begin Training and *Phased Implementation	1/7/2013

*The Town intends a phased implementation of this product that will first be introduced to departments directly under the First Selectman.

MINIMUM QUALIFICATIONS

The firm shall have a minimum of three (3) years of experience providing and installing CRM systems in the public sector.

The entire application and all data shall be able to be hosted by the firm's servers at the firm's site utilizing the firm's bandwidth.

The firm shall have the capacity and capability to provide all necessary initial user training and process documentation during the implementation phase.

The firm shall have the capacity and capability to provide the Town with continued user support and training through the life of the CRM system.

PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

The respondent shall deliver one complete original proposal, and five (5) complete copies of the proposal to the Purchasing Department before the deadline. Respondents should also include one CD or Flash Drive containing a PDF of the complete original proposal.

The respondent should repeat each of the following questions, followed by the answer and/or form. Answers should be concise, but complete. Respondents are expected to respond specifically to each question in this section. Failure to respond to all applicable questions and form requirements in this section may result in rejection of the proposal.

Proposals that exceed forty pages will not be considered.

1. Include a letter of transmittal signed by an individual authorized to bind the contractor. State the firm's full company name and home office address. Describe the organizational structure. List the name and occupation of those individuals serving on the organization's Board of Directors, and list the name of any entity or person owning 10% or more of the organization.
2. List the name, title, mailing address, telephone number, facsimile number and email address of the contact person for this proposal. The contact person must be authorized to sign this contract for the firm.
3. Describe the organization, management philosophy, and provide a brief history of the company.
4. Provide a complete resume' for each staff member who will be assigned to work on this project and explain how the proposed staff's background, special expertise, knowledge and public sector experience will ensure the success of this project.
5. Include a detailed implementation plan and a detailed project schedule.
6. Explain how the firm has measured the success of similar past projects and how the success of this project will be measured.
7. Discuss features of the system that will allow the Town and residents to quickly understand how to properly use the system.
8. Explain how the proposed system meets all of the Town's specified requirements. Provide a list of the options available to the Town regarding both canned reports that are available as well as firm's ability to create custom reports as needed.
9. Provide details on the training and ongoing support the firm shall provide to the Town. Specify the method of support for the Town and for residents.
10. Provide complete total itemized pricing of the system and all services including initial and ongoing charges. Include all Town reply sheets and required forms.

EVALUATION PROCESS

Proposals will be evaluated by the Evaluation Committee using the following criteria:

CRITERIA	MAXIMUM POINTS
1. Level of experience of the firm and the firm's ability to provide the required products and services for this project	20
2. Special expertise of the assigned staff & their level of experience working with municipal clients	20
3. Feasibility of the firm's implementation plan & the firm's ability to assist in the implementation of this project	20
4. Quantity and quality of proposed training and ongoing support	20
5. Ability to measure success of this project	10
6. Price of proposed products and services	10
Total	100

Evaluation Committee

The Evaluation Committee will be comprised of the following individuals:

1. Tom Greco
2. Boris Hutorin
3. Amy Siebert
4. Dustin Anderson
5. John Crary

The Evaluation Committee members will read and grade (privately and individually) all responsive proposals based on the evaluation criteria specified in this RFP. Each respondent will be ranked by the Senior Buyer based on the Evaluation Committee's scores of the proposals. The highest ranked respondents will be identified as finalists.

The finalists may be interviewed by the Evaluation Committee: the interviews will be graded and the finalists will be ranked based on the grades they receive for the interviews.

The financial strength of the highest ranked finalist(s) and the results of reference checks may also be considered during the evaluation process. In addition, exceptions raised by the highest ranked finalist (if any) will need to be reconciled to the mutual satisfaction of both parties.

If the Town elects to make an award for this project, the highest ranked responsive, responsible finalist will receive the award.

Observers & Advisors

The Town may elect to assign observers and advisor to this project. The observers and advisors will be permitted to read the proposals of the finalists; will be permitted to attend the interviews; and will be permitted to ask questions at the interviews. The observers and advisors will **not** be permitted to grade the proposals or the interviews.

Issuing Authority

Mr. James Giarraputo Latham, CPPB, Senior Buyer has been designated to be responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement must be submitted in writing to Mr. Latham to the address below by **Friday September 21, 2012 at 11AM.**

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

Fax: 203 622 7776
Email: jlatham@greenwichct.org

Issuance of Addenda

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

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 in the prices.

Pre-Proposal Conference

All respondents should attend the Pre-Proposal Conference scheduled for **Wednesday, September 12, 2012 at 10 a.m. to 12:00 noon, in the Mazza Conference Room, 1st floor of Town Hall.** At that time, the Senior Buyer and the Evaluators will be present to answer any questions pertaining to this RFP.

Proposal Costs

The respondent shall be responsible for all costs incurred in the development and submission of this proposal. Selected respondents may be required to present their proposals to the Evaluation Committee. The costs of such presentations and interviews shall be borne solely by the respondents.

State, Local and Federal Laws

The respondent shall acknowledge and agree that, should it be awarded the Contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to the performance of services.

Applicable 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.

Withdrawal of Bids (Or Proposals) Prior to Deadline

A bidder wishing to withdraw a bid/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 bid/proposal by calling the bidder at the telephone number supplied on the reply sheets.

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

Withdrawal of Bids (Or Proposals) After the Deadline

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

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

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

Insurance Requirements

The **awarded** vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFB. The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field.

A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also **mandatory**. This letter shall be addressed to the Towns' Director of Purchasing and **must follow exactly the format of the letter attached as Exhibit B.** It must be signed by the same individual authorized representative who signed the Acord form. Both the certificate of insurance and the letter must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

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

The vendor should submit with the proposal the signed, original **"Insurance Procedure"** form, **page 16**, which states that the vendor agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the bid.

Contract Format

The Town of Greenwich has included as part of the RFP, **Exhibit C**, the Personal Services Contract Format to be used for this procurement and installation.

Joint Ventures

The Town of Greenwich reserves the right to reject any bid or proposal submitted by a joint venture unless such joint venture satisfies the Town of its ability to obtain and furnish to the Town a contract bond in the form prescribed by the Town, in the sum of the full amount of the bid or proposal, including allowance for contingencies and extra work, and/or the contract price, and duly executed and acknowledged by said bidder/joint venture as principal and by a surety company qualified to do business under the laws of the State of Connecticut and satisfactory to the Town, as surety, for the faithful performance of the contract and payment for labor and material. The premium for such bond shall be paid by the contractor. At the time of submission of the bid or proposal, the joint venture must provide a letter from the bonding company that the joint venture is able to receive the required bond within one week after receipt of an award by the Town, in the total amount of the bid/proposal and/or contract price. The letter must be on the bonding company's letterhead with name, address and telephone number.

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6915 DEADLINE: 10/4/12 AT 3:00 P. M.

CONSTITUENT RELATIONSHIP MANAGEMENT SYSTEM

REPLY SHEET (Page 1 of 4)

REFERENCES

The respondent shall list below five (5) recent references for projects that were similar in scope to this project.

COMPANY NAME CITY & STATE	CONTACT NAME	TELEPHONE #

Respondent's Company Name: _____

Authorized Signature: _____

REQUEST FOR PROPOSAL #6915 DEADLINE: 10/4/12 AT 3:00 P. M.

REPLY SHEET (Page 2 of 4)

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Authorized Signature: _____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6915 DEADLINE: 10/4/12 AT 3:00 P. M.

CONSTITUENT RELATIONSHIP MANAGEMENT SYSTEM

REPLY SHEET (Page 3 of 4)

Non-collusion Language

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

Compliance with Ethics Code

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

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

RESPONDENT'S COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: # _____ **FAX #** _____

E-MAIL ADDRESS: _____

WEB SITE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

TAXPAYER IDENTIFICATION NO.: _____

INCORPORATED IN THE STATE OF: _____ **Corporate Seal** ☐ Yes ☐ No

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6915 DEADLINE: 10/4/12 AT 3:00 P. M.

CONSTITUENT RELATIONSHIP MANAGEMENT SYSTEM

REPLY SHEET (Page 4 of 4)

NON- COLLUSION LANGUAGE CONTINUED

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

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

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

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

BIDDER'S COMPANY NAME: _____

TOWN OF GREENWICH
INSURANCE PROCEDURE

PLEASE NOTE:

RETURN THIS COMPLETED FORM WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF VENDOR:

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

If I am awarded this contract, I or my insurance agent shall submit all of the required insurance documentation to the Town of Greenwich Purchasing Department within ten (10) days after the date of the award of the contract.

Signature

Date

Contractor

Insurance Requirement Sheet

EXHIBIT A

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

- ☒ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
- ☒ 1. Commercial General Liability.
 - ☒ 2. Town as additional insured.
 - ☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- ☒ B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- ☒ C. Excess Liability, with minimum coverage of \$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: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional 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.

EXHIBIT B

**AGENT/BROKER
(LETTERHEAD)**

(Date)

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

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

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

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

Sincerely,

(Signature)

Type Name

Authorized Representative for all companies listed in the Acord form

PERSONAL SERVICE CONTRACT

Contract No.

THIS AGREEMENT made and entered into this _____ day of _____ 2012, 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 B. Before commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Acord form that is referenced in the attached Exhibit B evidencing such coverage.

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

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

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

Dated at Greenwich, Connecticut,
this _____ day of _____ 2012.

Witnessed by:

THE TOWN OF GREENWICH

By _____ **L.S.**

Its _____

Witnessed by:

THE CONTRACTOR

By _____ **L.S.**

Its _____

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

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

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

Notary Public
My Commission Expires:

FOR A CORPORATION:

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

The foregoing instrument was acknowledged before me this _____ day of _____ 2012 by _____
name and title of officer/agent
of _____ a _____
name of corporation State or place of incorporation
corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

FOR A PARTNERSHIP:

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

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

Notary Public
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

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

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

Notary Public
My Commission Expires: