

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

NO.: 7444

ISSUE DATE: 11/14/18

DEADLINE DATE: 12/04/18

DEADLINE TIME: 3:00 PM

REQUEST FOR BID

REQUEST FOR PROPOSAL

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

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

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

ITEM/CATEGORY IRRIGATION SYSTEM REPAIR, DRAINAGE SYSTEM REPAIR  
AND INSTALLATION SERVICE

LOCATION GREENWICH, CT

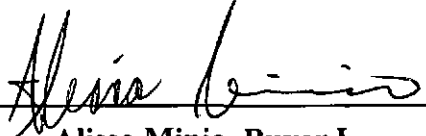
PREQUALIFICATION

STANDARDS/SPECIFICATIONS (ATTACHED)

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

## 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 BID #7444 DEADLINE: 12/04/18 AT 3:00 PM**

**IRRIGATION SYSTEM REPAIR, DRAINAGE SYSTEM REPAIR AND  
INSTALLATION SERVICE**

The Purchasing Department of the Town of Greenwich, on behalf of the Parks and Recreation Department, is soliciting bids for irrigation system repair, drainage system repair and installation. The primary using department will be the Department of Parks and Trees, but any Town Department may order work from this contract.

The intention of this Request For Bid is to establish a Service Agreement with one or more Contractors, who will, upon request, provide the Town with the services, labor, and supplies described in this Request For Bid. However, the Town may purchase more or less than this amount. There is no guarantee as to the amount of services, labor, or supplies that the Town may purchase during the term of the Service Agreement.

The Service Agreement will have an initial term of one year. In addition, there will be four (4) optional years that may be engaged through the mutual consent of both parties on an annual basis.

At the request of the Town, the Contractor shall provide quotations for required services, based on the unit prices provided in the Reply Sheets. Upon approval of the quote, the using department shall issue a purchase order to the Contractor. Upon receipt of the purchase order the Contractor may begin work.

**Bidder Reply**

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

The pricing on the Reply Sheets shall represent the prices and rates that shall be in effect for the entire first year of the Service Agreement. Bidders shall also indicate if there may be changes in pricing for the optional years of the Service Agreement. If price changes are possible in the option years, Bidders shall indicate the maximum percentage of the potential increases or decreases on the Reply Sheets. Pricing will remain fixed for each annual contract term.

## **Issuing Authority**

Mrs. Alissa Minio, Buyer I 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 Mrs. Minio to the address below by **November 20, 2018 at 11:00 AM.**

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

Email: [aminio@greenwichct.org](mailto:aminio@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](http://www.greenwichct.org/bids)) up to 48 hours in advance of the bid's due date and time. **It is the Bidder's responsibility to check the Town's website for addenda.** If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, Reply Sheets, and times and dates for prebid meetings as well as due dates/deadlines for questions and bids. No notification of addenda issuance will be made other than on the Town's website.

## **Modification or Withdrawal of Bids**

### **WITHDRAWAL OF BIDS PRIOR TO DEADLINE**

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

The Town will also verify the request to withdraw the bid by calling the Bidder at the telephone number supplied on the Reply Sheets.

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

## WITHDRAWAL OF BIDS AFTER THE DEADLINE

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

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

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

### **State, Local and Federal Laws**

The bidder 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.

### **Payments**

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

### **Taxes**

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

The Town is exempt from taxes on parts and labor. The Town's Accounts Payable Manager will provide tax exempt certificates as needed to the Contractor.

### **Reservation of Rights**

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

## **Cancellation of Award/Contract**

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

## **Contract Format**

The Town of Greenwich has included as part of this Request For Bid, **Exhibit C**, the Service Agreement Contract format to be used for this procurement.

## **Permits**

The Contractor shall ascertain what permits may be required to perform the work described in the specifications. All required permits shall be obtained and paid for by the Contractor. Permits may be obtained at the Building Department, Town Hall, 101 Field Point Road, Greenwich, CT 06830.

## **Indemnification**

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

## Insurance Requirements

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

**A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory.** This letter shall be addressed to the 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 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 bid the signed, original "**Insurance Procedure**" form, **page 13**, which states that the vendor agrees to provide the specified insurance coverage for this bid at no additional charge above any insurance charge declared in the bid.

## **Specifications**

### **Minimum Qualifications of the Contractor**

The Contractor must possess a valid Connecticut J-3 license for irrigation work.

The Contractor must have a minimum of approximately ten years' experience repairing irrigation systems; and repairing and installing drainage systems.

The Contractor must have experience and expertise repairing Hunter irrigation equipment. The sprinkler system is a system manufactured by Hunter.

### **Scope of Work**

The Contractor must provide service to the Town within three hours of receipt of a purchase order, seven days a week.

The Contractor must provide all of the labor, materials, and equipment necessary to service the Parks Department with the following or related work on an as needed basis:

#### **1. Irrigation**

- a) Pipe break repair
- b) Wire tracking and repair
- c) Sprinkler head repair
- d) Sprinkler head adjustments
- e) Valve repair
- f) Control box troubleshooting
- g) Control box repair or replacement

#### **2. Drainage**

- a) Pipe break repair
- b) Pipe blockage clearing
- c) Pipe blockage repair
- d) Drain collapse repair
- e) New drain installation

#### **3. Equipment Rental with Experienced Operator**

- a) John Deere 3320 4WD tractor with a 300 CX Front End Loader
- b) Land Pride multi-tined 90-degree angle tiller
- c) Southern Laser Level with 360-degree sensor



The Contractor must open the Town of Greenwich irrigation systems in spring, and close the systems in the fall. The irrigation system locations have four (4) to twelve (12) sprinkler heads per location.

There are currently eight (8) irrigation system locations:

1. Bruce Park Bowling Green
2. South Water Street Park
3. Town Hall (front lawn)
4. Greenwich Commons off Greenwich Avenue (BOE building)
5. Cos Cob Park
6. Greenwich Avenue Senior Center
7. 200 Indian Field Road (parks department rec barn)
8. Laughlin Park

**TOWN OF GREENWICH, CT**

**REQUEST FOR BID #7444 DEADLINE: 12/04/18 AT 3:00 PM**

**IRRIGATION SYSTEM REPAIR, DRAINAGE SYSTEM REPAIR AND  
INSTALLATION SERVICE**

**REPLY SHEET (Page 1 of 5)**

**All bids must be signed in ink. Electronic signatures will not be accepted.**

The Bidder shall indicate below the total pricing, inclusive of all costs for each line item. Pricing shall include round trip transportation to and from Greenwich, CT. All labor and material costs shall be included in the Hourly Rate. For the purpose of comparing bids, the pipe repair below will be for 6" pipe. Pricing will remain in effect for the entire first year of the Service Agreement and may be adjusted in the optional years of the contract as per Reply Sheet (Page 3 of 5).

<b>1. Irrigation Service Labor</b>	Regular Hourly Rate Per Technician	Overtime Hourly Rate Per Technician	Weekend Hourly Rate Per Technician	Holiday Hourly Rate Per Technician
a) Pipe break repair	\$	\$	\$	\$
b) Wire tracking & repair	\$	\$	\$	\$
c) Sprinkler head repair	\$	\$	\$	\$
d) Sprinkler head adjustments	\$	\$	\$	\$
e) Valve repair	\$	\$	\$	\$
f) Control box troubleshooting	\$	\$	\$	\$
g) Control box repair or replacement	\$	\$	\$	\$

<b>2. Drainage Service Labor</b>	Regular Hourly Rate Per Technician	Overtime Hourly Rate Per Technician	Weekend Hourly Rate Per Technician	Holiday Hourly Rate Per Technician
a) Pipe break repair	\$	\$	\$	\$
b) Pipe blockage clearing	\$	\$	\$	\$
c) Pipe blockage repair	\$	\$	\$	\$
d) Drain collapse repair	\$	\$	\$	\$
e) New drain installation	\$	\$	\$	\$

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

**Authorized Signature:** \_\_\_\_\_

**TOWN OF GREENWICH, CT**

**REQUEST FOR BID #7444 DEADLINE: 12/04/18 AT 3:00 PM**

**IRRIGATION SYSTEM REPAIR, DRAINAGE SYSTEM REPAIR AND  
INSTALLATION SERVICE**

**REPLY SHEET (Page 2 of 5)**

<b>3. Equipment Rental Plus Operator</b>	<b>Regular Hourly Rate Per Technician</b>	<b>Overtime Hourly Rate Per Technician</b>	<b>Weekend Hourly Rate Per Technician</b>	<b>Holiday Hourly Rate Per Technician</b>
a) Front End Loader	\$ _____	\$ _____	\$ _____	\$ _____
b) Tiller	\$ _____	\$ _____	\$ _____	\$ _____
c) Laser Level	\$ _____	\$ _____	\$ _____	\$ _____

**Opening & Closing Town of Greenwich Park's Irrigation Systems:**

Annual cost to open systems \$ \_\_\_\_\_

Annual cost to close systems \$ \_\_\_\_\_

**Percentage of Markup on all material purchases \_\_\_\_\_%\***

\*The Contractor will be required to submit a separate material invoice from the supplier of the material along with his invoice for service. The Contractor will apply the above percentage to the material portion of his invoice. Material costs incurred by the Contractor will only be paid if the supplier invoice is attached.

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

**Authorized Signature:** \_\_\_\_\_

**TOWN OF GREENWICH, CT**

**REQUEST FOR BID #7444 DEADLINE: 12/04/18 AT 3:00 PM**

**IRRIGATION SYSTEM REPAIR, DRAINAGE SYSTEM REPAIR AND  
INSTALLATION SERVICE**

**REPLY SHEET (Page 3 of 5)**

**OPTIONAL YEAR PRICING**

Pricing shall remain fixed for each year of this contract. The Bidder shall indicate below if pricing may either increase or decrease prior to the start of the optional years of the Service Agreement:

\_\_\_\_\_ Yes, pricing may increase or decrease prior to the start of the option years.

\_\_\_\_\_ No, pricing will not increase or decrease at the start of the option years.

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

Option Year	Maximum Labor Price Increase (if any)	Maximum Materials Price Increase (if any)	Maximum Labor Price Decrease (if any)	Maximum Materials Price Decrease (if any)
1	%	%	%	%
2	%	%	%	%
3	%	%	%	%
4	%	%	%	%

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

**Authorized Signature:** \_\_\_\_\_

**TOWN OF GREENWICH, CT**

**REQUEST FOR BID #7444 DEADLINE: 12/04/18 AT 3:00 PM**

**IRRIGATION SYSTEM REPAIR, DRAINAGE SYSTEM REPAIR AND  
INSTALLATION SERVICE**

**REPLY SHEET (Page 4 of 5)**

**Non-collusion Language**

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

**BIDDER'S INFORMATION:**

**BIDDER'S COMPANY NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE #** \_\_\_\_\_ **FAX #** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**WEB SITE** \_\_\_\_\_

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

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

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

**STATE OF CT TAXPAYER ID #** \_\_\_\_\_

**FEDERAL TAXPAYER ID #** \_\_\_\_\_

**INCORPORATED IN THE STATE OF** \_\_\_\_\_ **Corporate Seal**  **Yes**  **No**

**TOWN OF GREENWICH, CT**

**REQUEST FOR BID #7444 DEADLINE: 12/04/18 AT 3:00 PM**

**IRRIGATION SYSTEM REPAIR, DRAINAGE SYSTEM REPAIR AND  
INSTALLATION SERVICE**

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

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

**BIDDER'S COMPANY NAME** \_\_\_\_\_

**CONTRACT SIGNATURE**

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

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

## TOWN OF GREENWICH, CT

### INSURANCE PROCEDURE FORM

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

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

The Bidder shall determine if existing insurance coverage is sufficient, or if any costs for new or additional coverage is required for the specified work noted in this Request for Bid. Any bids which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

**STATEMENT OF BIDDER AND BIDDER'S AGENT/BROKER:**

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

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

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

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

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

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

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

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

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

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



**AGENT/BROKER  
(LETTERHEAD)**

**(Date)**

Town of Greenwich  
Charles J. Zsebik, Director of Purchasing  
101 Field Point Road  
Greenwich, CT 06830

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

Dear Mr. Zsebik:

The undersigned hereby certifies as follows:

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

Sincerely,

**(Signature)**

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

# SERVICE AGREEMENT

# \_\_\_\_\_

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

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

**1. DEFINITIONS:**

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

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

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

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

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

2. **DESCRIPTION OF WORK:**

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

**3. PAYMENT AND PERIOD:**

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

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

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

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

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

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

For contracts that require a Performance, Maintenance and Payment Bond, the Contractor shall maintain all of the specified required insurance coverage and continue to document the specified required insurance coverage for one (1) year after completion of the work of the contract (or other such time as the contract or other agreement requires).

**5. INSURANCE:**

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

**6. CONTRACTOR AN INDEPENDENT CONTRACTOR:**

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

agents and Contractor, its employees and agents. Contractor assumes exclusively 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.

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

Any conflict between this Agreement and any Invitation To Bid, Request For Proposal, bid or response to Request For Proposal shall be resolved in favor of this Agreement, with the exception that any provision of any Invitation To Bid, Request For Proposal, bid or response to Request For Proposal, that is attached as an Exhibit to this Agreement, 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 Agreement.

**8. TERMINATION:**

The Town may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

**9. DEFECTIVE WORK:**

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

**10. GUARANTEE:**

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

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

**11. COMPLIANCE WITH LAWS:**

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

**12. INDEMNITY:**

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

**13. CLAIMS FOR DAMAGES:**

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

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

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

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

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

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

**15. LIABILITY OF TOWN:**

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

**16. CLAIMS:**

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

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

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

**18. PERMITS:**

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

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

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



**20. EMPLOY COMPETENT PEOPLE:**

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

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

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows:

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

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

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

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

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

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

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

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

## **22. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

(A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

- (B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..
- (C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

**THE ABOVE REQUIREMENT ONLY APPLIES TO PUBLIC WORKS CONTRACTS EXCEEDING \$50,000 AND RECEIVING STATE OF CONNECTICUT FUNDING.**

**23. PAYMENT OF SUBCONTRACTORS:**

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

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

**24. NON-CONNECTICUT CONTRACTORS**

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

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

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

**26. INTOXICATING LIQUORS:**

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

**27. ACCESS TO WORK:**

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

**28. EXAMINATION OF WORK:**

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

**29. PRICES FOR WORK:**

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

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

**30. GOVERNING LAW:**

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

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

Dated at Greenwich, Connecticut,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

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 \_\_\_\_\_ 2018 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 \_\_\_\_\_  
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: