Rink User Committee for Design and Planning
Meeting Agenda, September 21, 2022
Cone Room, Town Hall
11:30 a.m.

1. RFP for rink management: 
   RFP_7728_ICE_SKATING_RINK_OPERATIONS_AND_MANAGEMENT_09_12_2022 (greenwichct.gov)
2. Update: public survey
3. Update: choice of site for temporary rink, its cost and timing
4. Approval: Minutes of prior meeting
TOWN OF GREENWICH
PURCHASING DEPARTMENT
101 Field Point Road
Greenwich, CT 06830
203 622-7881

NO.: 7728
ISSUE DATE: 09/12/2022
DEADLINE DATE: 10/12/2022
DEADLINE TIME: 11:00 AM

REQUEST FOR BID
REQUEST FOR PROPOSAL

PREPROPOSAL CONFERENCE: ____________
TIME AND DATE: ________________
LOCATION: ____________________

RFB/RFP NAME: ICE SKATING RINK OPERATIONS AND MANAGEMENT
LOCATION: GREENWICH, CT

PREQUALIFICATION
STANDARDS/SPECIFICATIONS
INSURANCE REQUIRED

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. Bidder is responsible for actual delivery of the bid/proposal sent by mail or commercial express service 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.

Edyta Jolicoeur, Buyer II

An Affirmative Action/Equality Opportunity Employer, M/F/H
Terms and Conditions

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

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

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

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

Respondents shall provide one proposal and Bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid for any 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 FOB 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 am and 4:00 pm 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 EO-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 USC. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such Contract, without further acknowledgment by the parties.
TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7728  DEADLINE: 10/12/2022 AT 11:00 AM

ICE SKATING RINK OPERATIONS AND MANAGEMENT

BACKGROUND

The Town of Greenwich Purchasing Department, on behalf of the Department of Parks and Recreation (P&R), is soliciting proposals for Ice Skating Rink Operations and Management.

The Town is seeking a Vendor, ideally a non-profit community organization, to assume operations of the Town’s ice skating rink. The selected Vendor would run day-to-day operations, manage all programming and staffing, and handle building and equipment maintenance. The ice rink is a valuable asset to the Greenwich community, and any serious proposal should keep that intent at the forefront. Through this partnership, the Town seeks to preserve the ice rink services to our community, explore the potential for expansion of service provision, and reduce the financial burden through effective external management.

RESPONDENT’S REPLY

Respondents shall reply to this Request for Proposal (RFP) by submitting a written proposal and completing the attached Reply Sheets. Respondents shall indicate their pricing and all other required information in their proposal.

DURATION OF PROPOSAL

The proposal will remain in effect for a minimum of ninety (90) calendar days from the deadline for submission of the proposal or until it is formally withdrawn, a contract is executed, this RFP is canceled, whichever occurs first.

DELIVERY OF PROPOSALS

Proposals shall be delivered via USPS or commercial delivery service (UPS, FedEx, etc.) to the Town of Greenwich Purchasing Department, First Floor, Town Hall, 101 Field Point Road, Greenwich, CT 06830 by:

11:00 AM on Wednesday, October 12th, 2022

The Purchasing Department is accepting hand-delivered proposals. Proposals received after the due date and time will not be accepted and will be returned unopened to the Respondent. The Reply Sheets must be completed and returned with the proposal in a sealed envelope. Please clearly indicate RFP #7728 on the lower left-hand corner of the envelope.

ISSUANCE OF ADDENDA

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town’s website (www.greenwichct.gov/bids) up to 48 hours in advance of the proposal’s due date and time. It is the responsibility of the Respondent to check the Town’s website for addenda, the Town will not provide notification. 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/dates for pre-bid meetings as well as due dates/deadlines for questions and proposals.
FEDERAL, STATE, AND LOCAL 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 this procurement.

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.

ACCEPTANCE OF REQUEST FOR PROPOSAL CONTENT
Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The Town retains the option of canceling the award if the successful Respondent fails to accept such obligations. The Town and the successful Respondent shall enter into a written Contract for the services rendered. It is expressly understood that this RFP and the Respondent's proposal shall be attached and included by reference in the Contract signed by the Town and the Contractor.

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

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.

PACKAGING
Each proposal shall be sealed to provide confidentiality of the information prior to the submission date and time. Please note the RFP # on the outside of the package. The Town will not be responsible for premature opening of proposals that are not properly labeled.

CONTRACT FORMAT
The Respondent's terms shall be submitted with their proposal and will be negotiated with the Town, prior to an award. If the terms of the proposal necessitate a contractual arrangement, the Town will utilize the Personal Service Contract (Exhibit C) as the operative document, subject to any mutually acceptable amendments made prior to an award. Contract terms will be negotiated prior to an award.

CANCELLATION OF AWARD/CONTRACT
If the Contractor fails to perform or observe any material term or condition of the proposal or Contract and such failure continues for thirty (30) days after the Contractor's receipt of written notice, the Town of Greenwich may cancel the Award/Contract without liability for cancellation or termination charges.
MODIFICATION OR WITHDRAWAL OF PROPOSAL PRIOR TO DEADLINE

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

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

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL AFTER DEADLINE

If bid security is required and a Respondent does not honor their proposal for the specified time, the bid check shall become the property of the Town; or, if a Bid Bond was furnished, the Bid Bond shall become payable to the Town.

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

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

PROPOSAL COSTS

The Respondent shall be responsible for all costs incurred in the development and submission of their proposal. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a Respondent, or the evaluation of an accepted proposal. The Town shall not be contractually bound until the Town, and the successful Respondent has executed a written Contract for this procurement.

PRESENTATIONS

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.

RESERVATION OF RIGHTS

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

INSURANCE REQUIREMENTS

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

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

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

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

**STATEMENT OF PROPOSING COMPANY'S QUALIFICATIONS**

The "Statement of Proposing Company's Qualifications" shall be completed and included with the proposal.

**VENDOR SIGNATORY FORM**

If applicable, the Respondent shall include the completed “Vendor Information & Signatory Form” with the bid.

**CONFIDENTIALITY/DISCLOSURE**

"Contractor" refers to all Bidders/Respondents submitting a bid/proposal. The Town will afford due regard to the Contractor's request for the protection of proprietary or confidential information received. However, all materials associated with the Bid/Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not state generally that the materials are proprietary or confidential in nature and therefore not subject to release to third parties. The specific sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under FOIA must be specifically identified as such. An explanation and rationale to justify each exemption consistent with FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to FOIA.

If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Town will endeavor to keep said information confidential to the extent permitted by law. The Town, however, shall have no obligation to initiate,
prosecute or defend any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Town, or any representative of the Town, be liable for the disclosure of any documents or information in its possession which the Town believes are required to be disclosed pursuant to FOIA or other requirements as mandated by policy/law.

Additionally, as per Section 1-210(b) of FOIA – Nothing in the Freedom of Information Act shall be construed to require the disclosure of:

(24) Responses to any request for proposals or bid solicitation issued by a public agency, responses by a public agency to any request for proposals or bid solicitation issued by a private entity or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file.

ISSUING AUTHORITY
Ms. Edyta Jolicoeur, Buyer II, has been designated to be responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement shall be submitted in writing to Ms. Jolicoeur to the address below by:

11:00 AM on Monday, September 19th, 2022

Town of Greenwich
Purchasing Department
101 Field Point Road
Greenwich, CT 06830
Email: Edyta.Jolicoeur@greenwichct.org

PROPOSAL FORMAT AND REQUIREMENTS
Respondent shall submit one (1) original and ten (10) copies along with one (1) Flash Drive of the complete proposal.

Proposals must be submitted in a package/envelope that is clearly marked:

"RFP #7728 – Ice Skating Rink Operations and Management"

All proposals shall be addressed to:

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

At the very beginning of the proposal, the Respondent should include a letter of transmittal signed by an individual authorized to bind the company.
EVALUATION PROCESS

All responsive proposals received will be evaluated by the Evaluation Committee using the following criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM POINTS</th>
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<tbody>
<tr>
<td>Specialized experience and technical competence</td>
<td>25</td>
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<tr>
<td>of the Respondent and its personnel, considering the Scope of Services</td>
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<tr>
<td>Recent experience and expertise with similar projects</td>
<td>25</td>
</tr>
<tr>
<td>Proposed approach to accomplish the goals of P&amp;R</td>
<td>25</td>
</tr>
<tr>
<td>Proposed value to the Town</td>
<td>25</td>
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<tr>
<td>TOTAL</td>
<td>100</td>
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EVALUATION COMMITTEE

The Evaluation Committee will be comprised of the following members:

1. Town Administrator & COO
2. Director of Parks and Recreation
3. RTM Parks and Recreation Committee Member
4. Recreation Superintendent
5. Director of Town’s Skating School
6. Board of Parks and Recreation Member
7. BET Liaisons

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 based on the Evaluation Committee's scores of the proposals. The highest-ranked Respondents will be identified as finalists.

The finalists will 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 procurement, the highest-ranked responsive finalist will receive the award.

SCOPE OF SERVICES

BACKGROUND INFORMATION

The Town of Greenwich, CT (Town), with a population of approximately 61,000, is located in the southwestern corner of Fairfield County. Greenwich, the nearest Connecticut town to New York City, is
located on the mainline of the Metro-North Railroad. The Town is served by the Connecticut Turnpike (Interstate 95), the Merritt Parkway (Route 15), and US Route 1.

The Dorothy Hamill Skating Rink is located on Sue Merz Way in Greenwich, Connecticut, and was constructed in 1971 as an outdoor rink with a 2,400 sf detached building and 185’ x 85’ ice surface. The building contained one office, a rental room, one changing room, two toilet rooms, a Zamboni room, and a mechanical room. Separate subsequent projects added a roof system, exterior walls, interior alterations, the construction of spectator seating with locker rooms below, and the addition of a dehumidification system.

In March of 1976, the rink was formally dedicated as the Dorothy Hamill Skating Center following an exhibition skating performance by Greenwich, CT resident Dorothy Hamill. Subsequent maintenance and repairs projects include, roof replacement, new lighting, replacement of the ice making compressors and chiller barrels, and Zamboni replacements.

The Dorothy Hamill Skating Rink maintains an ice surface seasonally from September (Labor Day) until the third week in March. Typical programs at the ice rink include public skating sessions, group and private skating lessons, novice and youth hockey programs, private party rentals, private ice time rentals for figure skating and hockey programs, Greenwich High School Hockey games, and the annual Town Skating Competition. The rink also provides skate rentals, sharpening services and houses a small snack bar.

During the off-season, the rink is converted into an indoor carpeted turf area and is available for use by indoor sports programs such as soccer and lacrosse. However, the lack of air conditioning limits the demand for summer indoor rentals. The rink is closed for approximately 4 weeks between the winter and summer seasons to transition from ice to turf and back from turf to ice.

The Town’s capital budget reflects the need to replace the building. More information about the facility can be found in this report from KD&G:

For more information about the rink project and facility please visit:
https://www.greenwichct.gov/1926/Skating-Rink-Replacement-Project

**SCOPE OF SERVICES**

The Town is seeking a qualified third-party Vendor to operate the skating rink and manage the facility. The selected Vendor should expect to provide the services detailed in this section for the Department.

**Operations**

The selected Vendor will be responsible for all staffing and equipment necessary to operate the rink in a manner that satisfies the requirements of this RFP and the needs of the community. Staff will be employees of the selected Vendor. Operating equipment and supplies will be purchased and owned by the selected Vendor.

The selected Vendor will have broad latitude to operate the skating rink on a day-to-day basis, however, the Town’s stated goals of this RFP shall be achieved. At a minimum the selected Vendor shall also:

- Provide at least 415 hours of public skating, at fees determined by the Board of Selectmen, with a public skate schedule approved by the Parks and Recreation Director (Town will not pay for ice time; however, the Vendor will keep the revenue collected from each public skate admission ticket)
• Provide 50 hours of ice time, at no charge to the Town, for a Skating School Program (learn-to-s skate)
• Provide at least 220 hours of ice time, at a fee determined by the Board of Selectmen, for Greenwich Public School’s hockey teams and paid for by Greenwich Public Schools
• Hours for these identified programs must reasonably reflect the current services provided to the community
• Include options for residents of Greenwich with income limitations

The selected Vendor should consider expanding the operating season of the ice rink from its current level of service. The selected Vendor should also consider providing services for differently abled people. The Respondents may include proposals for concession services, skate shops, and more, which would go along with their proposed operations and services. Planning and Zoning approvals allow for operation between the hours of 7:00 AM and 11:00 PM 7 days per week.

Facility Management

The selected Vendor will assume full responsibility of the skating rink facility. This includes the maintenance, repairs, and replacements, as well as the staffing and contracts necessary to carry out the work and provide the full range of services. The skating rink facility is located within the Eugene Morlot Memorial Park. The Vendor’s scope of responsibility would be limited to the rink building, the Town would remain responsible for the remainder of the park property and the other assets within it (including the field and parking lot). Routine snow removal services will be provided by the Town, at priorities and timeframes based on town-wide needs. Vendors may need to provide supplemental snow removal services to ensure access meets their own operational needs. Garbage service, utilities, alarm services, ice production and management, all building maintenance (interior/exterior), maintenance contracts and agreements, and all other expenses required to operate and maintain the facility will be the responsibility of the selected Vendor.

Capital Investment

Ideally, the selected Vendor, through assuming responsibility for facility management, will provide any necessary funds for capital investment, including a replacement rink and capital equipment. The primary value the Town has to contribute is the land, as well as the existing facility and equipment for the initial operation. Options for long range capital investment to build a new rink may include, but are not limited to:

<table>
<thead>
<tr>
<th>Non-profit/Greenwich-based Community Organization Land Lease</th>
<th>Other Organization Land Lease</th>
<th>Management Agreement Alternative</th>
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<tbody>
<tr>
<td>• Long-term Land lease of the building footprint</td>
<td>• Long-term Land lease of the building footprint</td>
<td>• Responsible for all rink operations and facility management</td>
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<tr>
<td>• Responsible for 75% contribution on capital</td>
<td>• Construct new rink at 100% cost within first 5 years of lease</td>
<td>• Shared equal responsibility of building capital investment at 50% each</td>
</tr>
<tr>
<td>• 25% contribution from Town, up to $5M</td>
<td>• Capital project management responsibility</td>
<td>• Town retains all property rights</td>
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<tr>
<td>• Capital project management responsibility</td>
<td>• Ownership rights revert to Town upon termination</td>
<td>• Lease to operate only (Management Agreement)</td>
</tr>
<tr>
<td>• Ownership rights revert to Town upon termination</td>
<td></td>
<td>• Town-managed capital project</td>
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Respondent’s proposed arrangement for capital investment shall be included in the proposal.
Alternate Options

Respondents are encouraged to propose alternate models for operations, facility management, and capital investment based on professional experience that achieve the Town’s stated goals. Respondents are encouraged to be creative in their proposals to help the Town achieve its stated goals.

DESIRED RESPONDENT QUALIFICATIONS:

The Town prefers the Vendor to be a non-profit community organization, with experience in operating ice skating rinks. The successful firm responding to this RFP shall demonstrate that it has the appropriate professional and technical background, as well as access to adequate resources to fulfill the stated Scope of Services.

The Vendor should:

1. Possess five (5) years of successful experience providing rink services or facility management
2. Preferably be a Greenwich-based non-profit community organization
3. List three (3) similar projects Respondent has conducted with references
4. Demonstrate the Respondent’s ability to provide the outlined, high-quality services in a reasonable timeframe and at a reasonable cost

TIMELINE (ANTICIPATED)

The Town’s proposed timeline:

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<tr>
<th></th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Issue Date:</td>
<td>September 12, 2022</td>
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<tr>
<td>Questions Due:</td>
<td>September 19, 2022</td>
</tr>
<tr>
<td>Closing Date:</td>
<td>October 12, 2022</td>
</tr>
<tr>
<td>Evaluation of proposals:</td>
<td>October 12 - November 10, 2022</td>
</tr>
<tr>
<td>Anticipated Award:</td>
<td>January 12, 2023</td>
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<tr>
<td>Service to Begin:</td>
<td>August 1, 2023</td>
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The Town may elect to initiate only a portion of the project or complete the entire scope in phases.

SUBMISSION REQUIREMENTS

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and cost effectiveness of the proposal.

All pages of the proposal must be numbered consecutively. The proposal shall not exceed twenty (20) pages in length. Resumes, references, and licenses shall not count against this page limit. The front cover, the back cover, and a maximum two (2)-page cover letter may be included in addition to the twenty (20)-page limit. The proposal shall be organized in accordance with the following submission requirements:

1. An executive summary of not more than two (2) pages identifying and substantiating why the Respondent is best qualified to provide the Scope of Services.
2. A description of similar projects performed. Specifically, identify client size and examples of similarities with the Scope of Services requested.
3. A description of the Respondent’s proposed approach and timeline to this project.
4. Names and qualifications of the individuals that would be assigned to this project. Please outline the relevant education and experience of the person(s) conducting the work for/on the project.
5. Any services proposed to be subcontracted should be clearly noted as such.
6. Financials shall be clearly presented, and any costs the Town would be responsible for shall be clearly noted in the proposal. Financial benefits to the Town should be clearly represented as well.
7. Identify connections to the Greenwich community and detail the community benefits of the proposed arrangement.
8. A list of references for similar projects with contact information.
9. Miscellaneous: Additional documentation or material in support of the proposal. Due to the complexity of this RFP Respondents are encouraged to submit additional documentation to support their proposal, within reason and page limit requirements.
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7728  DEADLINE: 10/12/2022 AT 11:00 AM
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FEE STRUCTURE
Respondent shall include with the proposal a fee structure for the services requested.

EXCEPTIONS
The Respondent shall indicate below all exceptions (if any) taken to the language of this Request for Proposal, and/or the language of the attached Contract format. Any raised exceptions must be reconciled prior to an award. Insurance requirements have been established by the Town’s Risk Manager.

__________________________________________________________

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__________________________________________________________

RESPONDENT'S COMPANY NAME: ______________________________________

AUTHORIZED SIGNATURE: ___________________________________________
TOWN OF GREENWICH, CT
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STATEMENT OF NON-COLLUSION

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 elected or appointed official of the Town, or any person or entity 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, except as permitted under the Town of Greenwich Code of Ethics.

CODE OF ETHICS

In submitting this bid/proposal, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Greenwich employee or officer to violate the Town of Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract, and b) if an elected or appointed official or any person in the employ of the Town has a direct or indirect interest in Vendor or any supplier or Subcontractor expected to be involved with the contract, such person or entity is in compliance with the safe harbor procedures established by the Town of Greenwich Board of Ethics or has received an advisory from the Town’s Board of Ethics with respect to such involvement.

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 and purchase order.

The Town of Greenwich Code of Ethics can be found at www.greenwichct.gov. Relevant provisions of the Town’s Code of Ethics state:

Section 2. DEFINITIONS. (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.

Section 3. GIFTS AND FAVORS. No Town officer or his immediate family shall accept any valuable gift, thing, favor, loan, or promise that might influence the performance or nonperformance of his official duties.

Section 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 acknowledges reviewing and understanding the Non-Collusion and Code of Ethics statements contained herein and confirms compliance with the contents:

AUTHORIZED SIGNATURE: __________________________________________

PRINT NAME: ________________________________________________

RESPONDENT’S COMPANY NAME: ___________________________________
RESPONDENT INFORMATION:

RESPONDENT'S COMPANY NAME ________________________________________

ADDRESS ____________________________________________________________

____________________________________________________________________

TELEPHONE #______________________ FAX # _____________________________

E-MAIL ADDRESS ______________________________________________________

WEB SITE ____________________________________________________________

AUTHORIZED SIGNATURE ______________________________________________

PRINT NAME __________________________________________________________

TITLE ________________________________________________________________

STATE OF CT TAXPAYER ID # __________________________________________

FEDERAL TAXPAYER ID # ______________________________________________

INCORPORATED IN THE STATE OF _________________________________ Corporate Seal □ Yes □ No

AWARD/CONTRACT SIGNATURE

The Respondent shall indicate below, the full name, title, email, and the complete mailing address of the authorized person (i.e., officer of the company) who will sign the Contract (if applicable) for this procurement:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

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TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7728  DEADLINE: 10/12/2022 AT 11:00 AM
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INSURANCE PROCEDURE FORM

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

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

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

STATEMENT OF RESPONDENT AND RESPONDENT'S AGENT/BROKER:

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

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

Respondent’s Company Name:

Authorized Respondent’s Signature:

Date:

Respondent’s Insurance Agent/Broker’s Company Name:

Authorized Agent/Broker’s Signature:

Date:
STATEMENT OF PROPOSING COMPANY'S QUALIFICATIONS

Company Name ____________________________________________________________
Address ________________________________________________________________
Phone Number __________________________________________________________
When organized __________________________________________________________
State of incorporation ____________________________________________________
How many years has company been engaged in business related to this proposal under the present company's name: __________________________
Contracts now in hand (gross amount) ______________________________________
Company officers ________________________________________________________
______________________________________________________________________

Have you ever defaulted on a contract or failed to complete a contract within the specified time?  
☐ Yes  ☐ No
If so, please explain: _____________________________________________________
______________________________________________________________________
______________________________________________________________________
Respondent agrees prices will remain firm for _______ days.

AUTHORIZED SIGNATURE__________________________________________________
PRINT NAME____________________________________________________________
TITLE_______________________________________________________________
TEL. NO._______________________________________________________________
TAXPAYER IDENTIFICATION NO.__________________________________________
TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7728  DEADLINE: 10/12/2022 AT 11:00 AM

ICE SKATING RINK OPERATIONS AND MANAGEMENT

REPLY SHEET (Page 6 of 7)

VENDOR INFORMATION AND SIGNATORY FORM
For Contracts Equal to or Greater than $250,000

Vendor Name: ____________________________

Primary Business Address: ____________________________

Telephone: ____________________________ Fax: ____________________________

Email: ____________________________ Website: ____________________________

Secondary Business Location (if any):

Business Address: ____________________________

Telephone: ____________________________ Fax: ____________________________

Email: ____________________________ Website: ____________________________

Business Address: ____________________________

Telephone: ____________________________ Fax: ____________________________

Email: ____________________________ Website: ____________________________

Type of Entity: Corporation: ____________________________

Partnership: ____________________________

Type of Corp: ____________________________

Joint Venture: ____________________________

LLC: ____________________________

Sole Proprietorship: ____________________________

Other (please describe): ____________________________

1. CT State Business License Number (if applicable):

State Agency issuing license: ____________________________

2. Number of years in business under entity name: ____________________________

3. Provide Below the full names of the entity’s owners (>20% ownership), officers, and managers. (use a separate sheet of paper if necessary)

4. Has the entity changed its name within the past three years?

   ○ Yes   ○ No

5. If yes, please provide the former name(s): ____________________________

6. Have there been any recent (within the last three years) changes in control/ownership, >20% of the entity?

   ○ Yes   ○ No

7. If yes, explain (use a separate sheet of paper if necessary): ____________________________

8. Have officers or principals of the entity ever had any license suspended or revoked (other than Driver’s License) for any reason?

   ○ Yes   ○ No

9. If yes, explain (use a separate sheet of paper if necessary): ____________________________

10. Is the entity or has the entity, or any of its principals, officers, members, or owners ever been a party to or involved in any US civil, criminal, antitrust violation, regulatory action, settlements, lawsuit, or other legal action involving the Town of Greenwich, or any other municipality in the States of CT or NY related to the company’s business activities?

    ○ Yes   ○ No

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

    ____________________________

    ____________________________
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VENDOR INFORMATION AND SIGNATORY FORM
(Continued)

12. Has any principal, officer, member, or owner of the undersigned entity within the last three (3) years been a principal, officer, member, or owner of any entity that has filed for bankruptcy or been voluntarily or involuntarily dissolved?
   ○ Yes   ○ No

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

14. Telephone number and email address for the person identified in question number 13:
   Telephone: __________________________ Email: __________________________

15. If requested by the Town during the solicitation process, the Respondent hereby agrees to provide the Town with copies of the most recent three (3) years of Loss History Reports for all lines of insurance coverage from its Insurance Carrier (as named herein) for all contracts and RFPs/RFQs/RFBs equal to or in excess of $250,000.
   ○ Yes   ○ No

Name of Insurance Carrier:

The Loss History Reports shall include claims data for all fifty US States; detail of each claim for the past three (3) years for AL, GL, and WC; and a summary page with the annual total claim amounts for the past three (3) years for AL, GL, and WC

16. Have any claims been made against the entity’s performance bond? ○ Yes ○ No

17. Please indicate whether your entity is currently debarred from doing business in the State of Connecticut or any other State.
   ○ Yes – List of States: __________________________ ○ No

18. Please indicate whether your entity has ever been convicted of OSHA violations.
   ○ Yes (attach separate page(s) with explanation) ○ No

With regard to items number 17 and 18, the Respondent understands and agrees that it has a continuing obligation to inform the Town of any OSHA violation and if it is debarred from doing business in the State of Connecticut or any other State after it has submitted this Vendor Information Form. The Respondent understands and agrees that its obligation to keep the Town informed of any change in status continues up to and including the time of award of the contract and if Respondent is awarded the contract, its obligation shall continue during the entire duration of the contract.

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

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

   Customer  Address  Contract Annual Amount

   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________

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

Signature: __________________________ Date: __________________________

Print Name and Title: __________________________
Insurance Requirements 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.

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 36 months, contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the contract with the Town, for a minimum of months following the later of (i) contractor’s completion and Town’s acceptance of all services required under the contract, or, (ii) Town or contractor termination of contract, or, (iii) the expiration of the claims made policy.

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:

2. Town as additional insured. Contractor’s insurance must be primary and non-contributory – and stated as such in the Description of Operations section of the ACORD form.

3. Owners and Contractors Protective Liability (separate policy in the name of the Town).

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

C. Excess Liability, with minimum coverage of $10,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.

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

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

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

G. CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.

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

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

(Date)

Town of Greenwich
Ms. Renata Michalski
Director of Purchasing & Administrative Services
101 Field Point Road
Greenwich, CT 06830

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

Dear Ms. Michalski:

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 ___________ 2022, by and between the TOWN OF GREENWICH (hereinafter referred to as “Town”), acting herein by the undersigned official, and __________________________ (hereinafter referred to as “Contractor”), whose principal office is located at ________________________________, acting herein by __________________________ its __________________________, hereunto duly authorized,

WITNESSETH:

WHEREAS, the Town contemplates:

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

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

1. Describe services to be performed:

2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp. 1-7);
Exhibit A, Insurance Requirements & Certificate of Insurance (pp. XX-XX);
Other exhibit(s) (yes/no) entitled (pp. );
Other attachment(s) (yes/no) entitled (pp. );

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

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

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

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

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

8. The Contractor shall not assign this Contract without prior consent of the Town in writing.
9. In the event of death or disability of the principal of the Contractor, any qualified partner or associate of the Contractor may be authorized, at the option of the Town, to continue to perform and complete all the terms, covenants and provisions contained in this Contract.

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

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

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

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

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

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

17. Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.
18. The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Dated at Greenwich, Connecticut,
this ______ day of ___________ 2022.

Witnessed by:

______________________________

______________________________

Witnessed by:

______________________________

THE TOWN OF GREENWICH

By ______________________ L.S.

Its ______________________

THE CONTRACTOR

By ______________________ L.S.

Its ______________________
STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF ______________________

) ss: ________________

COUNTY OF ______________________

The foregoing instrument was acknowledged before me this ______ day of
____________________., by ________________________________

(name of person acknowledged)

____________________
Notary Public
My Commission Expires:

FOR A CORPORATION:

STATE OF ______________________

) ss: ________________

COUNTY OF ______________________

The foregoing instrument was acknowledged before me this ______ day of
____________________ 2022 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 ___________________________

COUNTY OF ___________________________

) ss: ___________________________

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 ___________________________

COUNTY OF ___________________________

) ss: ___________________________

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

____________________________
Notary Public
My Commission Expires: