Statement Regarding the Unexpected Closure of Greenwich Community Sailing

11/10/2021

The Department of Parks and Recreation was surprised by yesterday’s statement from Jane Pimentel, President of Longshore Sailing School Inc., which does business as Greenwich Community Sailing, announcing their closure. The Department has had an active relationship with Longshore Sailing School Inc. since 2019 to maintain the Greenwich Community Sailing operation.

When a private business will utilize a Town-owned facility, the Town uses the competitive bid process. A Request for Proposal was published on 1/26/2021, RFP No. 7602 for a Sailing School and Boat Rental Operator. Longshore Sailing School Inc., dba Greenwich Community Sailing, was the sole respondent, and requested a 65% rent reduction from the Town’s minimum posted requirement per season. The Town then negotiated a 50% rent reduction, from $15,000 for the full season to $7,500 for the full season, in exchange for removing the optional renewal years from the contract. Longshore Sailing School Inc., executed the negotiated agreement in April 2021.

With the ongoing public-private partnership for the Chimes Building Restoration, the following statement was clearly articulated in the RFP on 1/26/21 and included in the executed agreement:

“There will likely be a period of time in which the Chimes Building and surrounding area will be closed for construction. The Town has limited control over the timing of this project. The Town will give reasonable notice to the Licensee regarding commencement of the construction. Should the construction affect the Licensee’s use of the Premises during the term of the License, the following options are available to the Town and to the Licensee:

a) The Town may choose to offer the Licensee an alternate location at Greenwich Point for the Licensee to operate its Sailing School and Boat Rental. This option would strictly be a change in the identification of the Premises. Should the Town so offer, and should the Licensee accept the alternate location, all remaining terms of the License would remain in full effect.

b) The Town and the Licensee may terminate the License as set forth in Paragraph 11 of this License.

c) The Licensee acknowledges that the construction may alter the layout/square footage of the Chimes Building.
Greenwich Community Sailing’s season ended as planned on September 30th, 2021. On October 26, 2021, Parks & Recreation met with the private sponsors of the Chimes Building renovation to clarify a construction time frame. The project will be in the regulatory land use and gift acceptance processes and construction is not anticipated to begin until Fall 2022.

The Department plans to publish a RFP by the end of this month for a Sailing School and Boat Rental Operator. The Town again prefers to secure a multi-year optional agreement and plans to include the same commitment to find a temporary location to operate the sailing school while the Chimes Building construction is underway. The Department’s intention is to have the agreement executed in January 2022 so that the vendor could plan well in advance for the 2022 season and work with the department for a temporary location for the 2023 season. We still plan to publish the RFP this month and hope that all parties interested in this operation will submit a proposal.

For reference, attached is the executed License Agreement with Longshore Sailing School Inc. See page 9 (item 7), page 49, and page 61.
SAILING SCHOOL AND BOAT RENTAL
OPERATOR

LICENSE AGREEMENT #046

THIS AGREEMENT, executed this 26th day of April, 2021, by and between the TOWN OF
GREENWICH, Connecticut, a municipal corporation organized and existing under the laws of the
State of Connecticut, hereinafter referred to as the "TOWN," acting herein by Fred Camillo, its First
Selectman, hereunto duly authorized, upon the approval of Joseph Siciliano, its Director of Parks and
Recreation, and Longshore Sailing School, Inc. hereinafter referred to as the "Licensee".

WITNESSETH:

WHEREAS, the TOWN owns, operates and maintains a certain recreation facility known as
The Chimes Building, which consists of the first floor only of the Chimes Building referenced in
Attachment C (the current layout is outlined, and may be altered), access to but non-exclusive rights
to the communal area near and around equipment storage areas and the instructional areas on the
beach as outlined in Attachment B, hereinafter referred to as "PREMISES"; and

WHEREAS, the TOWN desires to provide sailing instruction and boat rental services for the
convenience of the general public; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties
hereeto mutually agree as follows:

1. TERMS:

The term of this Agreement shall be for the following specified period of time, without any
additional option years.

Term: May 1, 2021 – September 30, 2021

The License Agreement does not include storage of equipment, boats, or access to the space during
the months not covered under this Agreement unless the access and storage is agreed to in an
amendment to this Agreement with the TOWN. All equipment, boats, etc. need to be removed by
the final date of the term. The Town has the option to remove any equipment or property
remaining on the PREMISES after the expiration/termination of the License. The LICENSEE
will be responsible for any related costs.

The LICENSEE shall be responsible for arranging any additional storage for vessels, trailers and
equipment stored outside of the Chimes Building or specified PREMISES, along with any fees that
may be associated with it.

The LICENSEE will receive necessary keys to enter the rental space on or before the first day of
operation, and shall return the keys on or before the final date of operation. The dates used are those
specified in this Agreement.
The LICENSEE will receive necessary keys to enter the rental space on or before the first day of operation, and shall return the keys on or before the final date of operation. The dates used are those specified in this Agreement.

If the LICENSEE is interested in exercising an optional year (if applicable), written notice must be given to the Town by December 15th. Both parties must be in agreement to proceed with the optional year.

2. **PAYMENT:**

   The LICENSEE shall pay to the TOWN a License Fee for the privilege of operating a Sailing School and Boat Rental Program at the PREMISES in the sum of:

   
   $7,500.00  
   For the Term (May 1, 2021 – September 30, 2021)

   and payable in full on April 15th 2021.

3. **SECURITY:**

   Upon the execution of this Agreement, the LICENSEE shall provide the TOWN as security for the full, faithful, and complete performance of and compliance with, on the part of the LICENSEE, all the terms and conditions of this Agreement, a certified check or performance bond in the sum of $5,000, which shall be held by the TOWN until the expiration or termination of this Agreement. Upon the expiration or termination of this Agreement, and on the condition that the LICENSEE is not in breach of any provision of this Agreement and that the PREMISES are in as good condition as of the date this Agreement was executed, reasonable use and wear excepted, and upon written request therefore by the LICENSEE, the TOWN shall return to the LICENSEE the sum deposited or release the bond, as the case may be.

   The TOWN shall not pay nor be required to pay or allow interest on any sum deposited hereunder.

4. **OPERATION:**

   The LICENSEE, during the term of this Agreement, shall have the privilege of providing sailing instructions and boat rental services as more fully set forth herein, at the PREMISES. The LICENSEE shall operate and provide all equipment and facilities for the operation, except as otherwise set forth herein, and shall run its operation manner satisfactory to the Director of Parks and Recreation of the TOWN and in accordance with all laws, ordinances, regulations, and orders now in effect or hereafter promulgated by the Federal Government, the State, the TOWN, its Director of Parks and Recreation or its Director of Health. This obligation shall include compliance with all Executive Orders issued by the State of Connecticut.

   a. **Hours of Operation:**

      The LICENSEE may operate, under adult supervision, as follows:

      7:00 AM - Sunset
b. **Sanitary Conditions:**

The LICENSEE shall at all times maintain the PREMISES in a clean and sanitary condition, and shall clean, fumigate, disinfect, and deodorize the PREMISES whenever directed to do so by the TOWN, its Director of Parks and Recreation, its Director of Health or their authorized agents, employees, or representatives.

c. **Employees:**

All employees of the LICENSEE shall be 16 years of age or older. The attire shall identify them as LICENSEE employees, either by way of nametags, uniform, or similar designation.

d. **Advertising:**

Any and all advertising of the Sailing Program shall be approved by the Director of Parks and Recreation of the TOWN. If a brochure is going to be published, it must be submitted to the Director, who will have one (1) week to review it prior to its display or use by the LICENSEE. Display of such advertisement at the PREMISES shall be only in the area or areas designated by the Director of Parks and Recreation of the TOWN. Social media posts that are unacceptable to the Director of Parks and Recreation of the TOWN must be removed immediately. LICENSEE may not use the Town of Greenwich seal.

e. **Permits:**

The LICENSEE shall procure at its sole cost and expense any and all necessary permits and licenses for the operation.

f. **Supervision:**

The LICENSEE shall provide adult supervision at the PREMISES on a full time basis, during all periods of operation.

g. **Utilities:**

The TOWN shall pay for water and electric during the terms of this Agreement.

h. **Equipment:**

The LICENSEE is responsible for providing and maintaining all equipment necessary for operational purposes.

i. **Records:**

It is agreed that the TOWN shall be provided the complete list of employees working for the LICENSEE.

It is agreed that the TOWN shall have free access to all books and records maintained by the LICENSEE regarding its operations under this Agreement. The LICENSEE shall maintain all such books and records in a manner specified by the TOWN. No later than December 31st of each year during the term of this Agreement, the LICENSEE shall furnish the Comptroller of the TOWN or his authorized representative, a Profit and Loss Statement and Balance Sheet covering the preceding year’s operation.
5. MAINTENANCE OF PREMISES:

The LICENSEE shall maintain the PREMISES in good order and repair throughout the term of this Agreement.

a. Interior Painting

Painting of the interior of the PREMISES shall not be undertaken by the LICENSEE without prior written approval of the Director of Parks and Recreation and the Commissioner of Public Works of the TOWN.

b. Pest Control

If necessary, it shall be the responsibility of the LICENSEE, at its sole cost and expense, to provide licensed pest control services approved by the Town.

6. MAINTENANCE BY THE TOWN:

The Town shall maintain, subject to the provisions of paragraph numbered 5 above, the following structures, fixtures, and appurtenances of the PREMISES at its sole cost and expense during the term of this Agreement.

a. Premises structure, including roof;

b. Electrical System;

c. Plumbing;

All requests for repairs and maintenance to the PREMISES to be performed by the TOWN as set forth herein shall be made by the LICENSEE in writing to the Greenwich Point Foreman, Mike Mark, at the following address:

Mike Mark
Greenwich Point Foreman
Mike.Mark@greenwichct.org

The LICENSEE recognizes some repairs might be needed through the season. These repairs may be made in a temporary fashion, such as a tarp for the potentially leaking roof, until the anticipated renovation of the Chimes Building is completed.
7. **USE OF THE PREMISES:**

The TOWN shall not be responsible to the LICENSEE for any loss or damage to the LICENSEE'S property during the term of this Agreement. It is the exclusive responsibility of the LICENSEE to maintain sufficient insurance to protect its personal property. The LICENSEE may make physical additions to the PREMISES' security at its sole cost and expense and upon prior written approval of the Commissioner of Public Works and the Director of Parks and Recreation of the TOWN.

The LICENSEE shall not use, or permit the use of, the PREMISES, or any part thereof, for any purpose by its officers, agents, or employees, in violation of any Federal, State or municipal law, ordinance, rule, order or regulation, and shall protect, indemnify and forever save and keep harmless the TOWN, its agents, servants, and employees from and against any loss, cost, damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed, or incurred by reason of any such violation by any person.

It is expressly understood and agreed by the parties hereto that this Agreement and privilege is a license only for use of the PREMISES, and not a lease, and therefore does not confer on, or vest in the LICENSEE any title, interest, or estate in the Chimes Building, the PREMISES, or any part thereof, nor does it convey to or vest in the LICENSEE, possession of the Chimes Building, the PREMISES or any part thereof to the exclusion of the TOWN. Further, nothing contained in this Agreement is intended to create or establish, or shall be construed as creating or establishing, the relationship of copartner or joint ventures hereto, or as constituting the LICENSEE as the agent or representative of the TOWN for any purpose, or in any manner whatsoever.

8. **LIABILITY INSURANCE:**

Insurance Requirements, noted "Attachment A" as attached.

9. **DAMAGE BY FIRE:**

If the PREMISES or any part thereof is damaged by fire or any other cause whatsoever, so as to prevent the LICENSEE's operation to the satisfaction of the TOWN, then the TOWN, at its option, may on notice in writing to the LICENSEE cancel and terminate this Agreement as hereinafter provided. If, however, such building or structure is damaged, in any way whatsoever by reason of any act or omission of the LICENSEE or its agents, servants or employees, the LICENSEE shall repair, at its sole cost and expense, the PREMISES, or any party thereof so damaged, to the satisfaction of the TOWN. Upon the failure of the LICENSEE to make such repairs, the TOWN may repair such damage at the sole cost and expense of the LICENSEE.

10. **BREACH:**

It shall be the responsibility of the LICENSEE to affect the performance of this Agreement in all respects. In the event that the LICENSEE breaches any of the provisions of this Agreement and fails after thirty (30) days from receipt of written notice by the TOWN to remedy the breach to the satisfaction of the TOWN, this Agreement shall expire and terminate. The LICENSEE agrees to be responsible for and to reimburse the TOWN for all costs, expenses, losses, damages, or disbursements of any kind, including reasonable attorneys' fees, which the TOWN may incur in connection with any breach by the LICENSEE of the provisions of this Agreement.
The foregoing rights and remedies are not intended to be exclusive, but in addition to all rights and remedies the TOWN would otherwise have by law.

11. **TERMINATION:**

The LICENSEE shall have the right to terminate this Agreement for cause, or for no cause, upon thirty (30) days prior written notice to the First Selectman. The TOWN, for cause or for no cause, shall have the right to terminate this Agreement at any time upon thirty (30) days prior written notice to the LICENSEE. In the case of a natural disaster or significant theft (Police Report required) such that the LICENSEE cannot operate its business, the LICENSEE may terminate with five (5) days notice. In the case of damage to the Chimes Building such that it is not safe to occupy, the TOWN may terminate this Agreement immediately.

Termination may also occur under the circumstances of Additional Term No.8 (Attachment D).

Upon termination of this Agreement, the LICENSEE shall remove all equipment, decorations, personal effects, etc. immediately, unless granted an extension by the Director of Parks and Recreation.

**In the event that the Town of Greenwich, the State or CDC prohibits or recommends restrictions to the occupation of the Premises or any necessary part of the Premises, or access to the Premises, the continuation of the sailing program, or enacts any other prohibition or recommendation that would affect the functioning of the sailing program, the Town may terminate the License within the timeframe specified by the State or CDC or whatever timeframe the Town determines to maintain safety.**

12. **INDEMNIFICATION:**

The LICENSEE shall indemnify, defend, 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 LICENSEE'S operations under this Agreement, 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 LICENSEE its officers, agents, servants, or employees, any of its subcontractors, the TOWN or any of its respective officers, agents, servants, or employees 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 LICENSEE shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits, and proceedings, including attorneys' fees, and such indemnity shall not be limited by reason of any insurance coverage.

13. **ASSIGNMENT:**

The LICENSEE shall not assign or otherwise transfer its rights and privileges set forth in this Agreement.
14. **INSPECTION AND EMERGENCY REPAIRS:**

The First Selectman, the Commissioner of Public Works, the Director of Health, and the Director of Parks and Recreation of the TOWN and their authorized agents shall have the right to enter and inspect the PREMISES at any time. The LICENSEE hereby agrees that the TOWN may direct, during emergency, any repairman or company to make any repairs to the PREMISES, and that such repairman or company shall be the agent of and paid solely by the LICENSEE. Such repairs will not include major and/or structural repairs which were not due to the actions of the LICENSEE.

15. **NOTICES:**

Any written notice required to be sent under the provisions of this Agreement shall be sent as follows, unless otherwise provided herein:

Notices from the LICENSEE to the TOWN shall be sent by registered or certified mail or delivered to the TOWN, Director of Parks and Recreation, at Town Hall, 101 Field Point Road, Greenwich, CT 06830. Notices from the TOWN to the LICENSEE shall be sent by registered or certified mail or delivered to the LICENSEE.

Approved by:

[Signature]

Joseph Siciliano, Director of Parks and Recreation
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals the 26th day of April, 2021.

WITNESS

[Signatures]

WITNESS

[Signatures]

TOWN OF GREENWICH

[Signature]

Fred Camillo
First Selectman

LICENSEE

[Signature]

Jane Pimentel, President
Longshore Sailing School, Inc.

STATE OF CONNECTICUT  )
COUNTY OF FAIRFIELD  ) ss: GREENWICH

The foregoing instrument was acknowledged before me this 26th day of April, 2021, by Fred Camillo, First Selectman of the Town of Greenwich, as the duly authorized act of said TOWN.

[Signature]
Angela Kaether
Notary Public

STATE OF CONNECTICUT  )
COUNTY OF FAIRFIELD  ) ss: GREENWICH

The foregoing instrument was acknowledged before me this 26th day of April, 2021 by Jane Pimentel, President of Longshore Sailing School, Inc., as the duly authorized act of said LICENSEE.

[Signature]
Ellen Mytych
Notary Public
Additional Terms

1. The LICENSEE will be prohibited from storing any flammable materials in the building and shall be restricted from altering the building or modifying any of the interior spaces without prior approval of the Director of Parks and Recreation or his agent.

2. The LICENSEE agrees to comply with all rules and regulations of Greenwich Point Park.

3. Participants utilizing the services of the LICENSEE shall have a Seasonal Park Pass or a Single Entry Park Pass & Single Parking Pass to access Greenwich Point. LICENSEE shall make its customers aware that access into the park is not included through the program, and Town policies apply.

4. Supervision of persons is necessary when transitioning across pavement to and from the Chimes Building to the instructional area on the beach.

5. No glassware shall be allowed on the premises.

6. The LICENSEE agrees to provide lifesaving equipment including, but not limited to a chase boat, and qualified personnel.

7. There will likely be a period of time in which the Chimes Building and surrounding area will be closed for construction. The Town has limited control over the timing of this project. The Town will give reasonable notice to the Licensee regarding commencement of the construction. Should the construction affect the Licensee’s use of the Premises during the term of the License, the following options are available to the Town and to the Licensee:
   a. The Town may choose to offer the Licensee an alternate location at Greenwich Point for the Licensee to operate its Sailing School and Boat Rental. This option would strictly be a change in the identification of the Premises. Should the Town so offer, and should the Licensee accept the alternate location, all remaining terms of the License would remain in full effect.
   b. The Town and the Licensee may terminate the License as set forth in Paragraph 11 of this License.
   c. The Licensee acknowledges that the construction may alter the layout/square footage of the Chimes Building.
April 12, 2021

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

Re: Town of Greenwich Agreement License Agreement #046

Dear Ms. Michalski,

This letter is to confirm that Jane Pimentel is the President of Longshore Sailing School, Inc. and as such, is authorized to sign contracts, agreements and all other instruments binding Longshore Sailing School, Inc.

Sincerely,

[Signature]

Jane Pimentel
Longshore Sailing School, Inc.

260 Compo Road South, Westport CT 06880
203-226-4646
Jane@LongshoreSailingSchool.com
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:
   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.): Jones Act or Longshore and Harbor Worker's Compensation Act coverage, with minimum coverages per Federal Statutes.

✓ G. Other (Builder's Risk, etc.): Protection and Indemnity with minimum coverage of $1,000,000.

✓ H. 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.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Hill Group of New England, LLC
16 Main St
East Greenwich RI 02818

INSURED
Longshore Sailing School, Inc.
221 Westport Road
Wilton CT 06897

CONTACT NAME: Curtis McKeon
PHONE (A/C, No, Ext.): (800) 232-0582
FAX (A/C, No): (888) 505-9300
E-MAIL: cmckeon@hillgroup.com

INSURER(S) AFFORDING COVERAGE
INSURER A: National Casualty Company
NAIC #: 11991

CERTIFICATE NUMBER: CL2052844139

COVERAGE PERIOD FROM: [Date]
TO: [Date]

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

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<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>EACH OCCURRENCE $1,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>UMBRELLA LIABILITY</td>
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<td>EACH OCCURRENCE $4,000,000</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>WCC339127A</td>
<td>E.L. EACH ACCIDENT $500,000</td>
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<td>PROTECTION AND INDEMNITY</td>
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<td>E.L. DISEASE - EA EMPLOYEE $500,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Greenwich is an Additional Insured with respect to General Liability and Protection and Indemnity when required by contract or agreement.

Protection & Indemnity extends to include Jones Act Coverage for Crew.

License Agreement Contract No. 046 - Sailing School and Boat Rental Operator. Contractor's Insurance is Primary and Non-Contributory

CERTIFICATE HOLDER

TOWN OF GREENWICH ATTN: Purchasing Department
101 Field Point Road
Greenwich CT 06830

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
National Casualty Company

<table>
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<tr>
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<th>NAMED INSURED</th>
<th>AGENT NO.</th>
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<td>1/28/2021</td>
<td>Longshore Sailing School, Inc</td>
<td>20715</td>
</tr>
</tbody>
</table>

In consideration of

- [ ] no change in premium
- [X] additional premium of: $ 250
- [ ] return premium of:

it is agreed that this policy is amended as follows:

THE FOLLOWING IS ADDED AS ADDITIONAL INSURED:

Town of Greenwich  
Attn: Purchasing Dept.  
101 Field Point Road  
Greenwich, CT 06830

THE FOLLOWING FORMS ARE ADDED:

OM 39 (3-14) AI-Designated Person or Organization  
OM 79 (3-15) Primary and Non-Contributory Insurance

UT-3g (03-92)
### National Casualty Company

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</table>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY—OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL MARINE LIABILITY COVERAGE PART**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

PROTECTION AND INDEMNITY CLAUSES

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town of Greenwich</td>
</tr>
<tr>
<td>Attn: Purchasing Dept</td>
</tr>
<tr>
<td>101 Field Point Road</td>
</tr>
<tr>
<td>Greenwich, CT 06830</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The term assured in the Protection And Indemnity Clauses is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is applicable to each coverage part in regard to the Limits of Insurance:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
Town of Greenwich  
Ms. Renata Michalski  
Director of Purchasing & Administrative Services 101 Field Point Road  
Greenwich, CT 06830  

Re: Longshore Sailing School, Inc. - License Agreement #046  
Town of Greenwich Contract No. #046  

Dear Ms. Michalski:  
The undersigned hereby certifies as follows:  

(1) I am a duly licensed insurance agent under the laws of the State of Rhode Island  
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. OMO0026529, issued by National Casualty Company  
to Longshore Sailing School, Inc.  

(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,  

Randall Carnahan  

Randall Carnahan – Executive Vice President, Marine Practice Group  
The Hilb Group of NE, LLC
A.M. Best Book Review
License Agreement # 046

Their rating is: A+: XV PAGE 376.
TOWN OF GREENWICH
PURCHASING DEPARTMENT
101 Field Point Road
Greenwich, CT 06830
203 622-7881

Exhibit B  Page 19  NO.: 7602
ISSUE DATE: 01/26/2021
DEADLINE DATE: 02/23/2021
DEADLINE TIME: 2:30 PM.

REQUEST FOR BID
REQUEST FOR PROPOSAL

PREBID CONFERENCE: Non-mandatory
TIME AND DATE: 02/11/2021 at 10:00 AM
LOCATION: The Chimes Building - Greenwich Point
7 Tods Driftway, Old Greenwich, CT 06870

ITEM/CATEGORY SAILING SCHOOL AND BOAT RENTAL OPERATOR

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. Respondent 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 Respondents 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 I

An Affirmative Action/Equal Opportunity Employer, M/F/H
Respondents 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 Respondent 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 Respondent, 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 Respondents 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. Respondents shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful Respondent/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 Respondent 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.C.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, Respondent 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 1 of the General Prohibitions of The Clayton Act, deriving 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 #7602 DEADLINE: 02/23/2021 AT 2:30 PM
SAILING SCHOOL AND BOAT RENTAL OPERATOR

BACKGROUND
The Town of Greenwich Purchasing Department, on behalf of the Marine and Facility Operations Division (M&FO) of the Parks and Recreation Department, is seeking proposals for the operation of a Sailing School and Small Boat Rentals (such as sail boats under 20’ and kayaks) located at Greenwich Point.

OUTLINE OF THE PROPOSAL REQUIREMENTS
This document constitutes a Request for Proposal (RFP), via competitive sealed proposals, from qualified individuals and organizations to perform the Scope of Work set forth in this RFP and in the attached sample draft License Agreement (Exhibit C).

The Respondent shall provide a proposal, in accordance with all terms and conditions of this RFP, to provide all labor, equipment, supplies and business expertise necessary to successfully operate the Sailing School and Boat Rental.

PRE-PROPOSAL CONFERENCE
Weather permitting, there will be a Pre-Proposal Conference/Site Visit on Thursday, February 11th, 2021 at 10:00 AM at The Chimes Building, Greenwich Point, 7 Tods Driftway, Old Greenwich, CT 06870 to provide prospective Respondents the opportunity to discuss the requirements of this RFP.

When attending the Pre-Bid Conference, all attendees must follow CDC Guidelines; practice social distancing and proper use of face masks.

RESPONDENTS TO INVESTIGATE
Respondents shall familiarize themselves by personal examination of the site of the work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the work, and the difficulties that may arise upon its execution, and the accuracy of all estimate quantities, if any, stated in the proposal.

RESPONDENT’S REPLY
Respondents shall reply to this Request For Proposal by submitting a written proposal and completing the attached Reply Sheets. Respondents shall indicate their pricing and all other required information in their proposal.

FORMAT FOR THE SUBMISSION OF PROPOSALS
Respondent shall submit one (1) original and three (3) copies along with one (1) Flash Drive of the complete proposal.

Proposals must be submitted in a package/envelope that is clearly marked “RFP #7602 – Sailing School and Boat Rental Operator”. All proposals shall be addressed to:
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:

2:30 PM on Tuesday, February 23rd, 2021

The Purchasing Department will be accepting hand delivered proposals by appointment. Please call (203) 622-7881 to schedule an appointment. Proposals received after that 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 #7602 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.

ISSUING AUTHORITY
Ms. Edyta Jolicoeur, Buyer I, 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 Friday, February 12th, 2021:

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

Email: Edyta.Jolicoeur@greenwichct.org

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

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 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.

LAWS AND ORDINANCES
The Operator shall comply with all applicable laws, regulations, orders and ordinances. The Operator shall also obtain all necessary licenses and permits and keep necessary records as required.

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 Operator.

PACKAGING
Each proposal must 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 Town of Greenwich has included as part of this Request for Proposal, Exhibit C, the License Agreement format to be used for this procurement. Respondents are expected to read the document prior to submitting a proposal. In order to be considered by the Town, any exceptions to the language included in the Town’s License Agreement format must be declared in the Exceptions area on the Reply Sheets. The License Agreement shall be executed between the Operator and the Town after an award is issued.

CONTRACT TERM
The License Agreement will have an initial term of one (1) season/year. In addition, there will be four (4) optional seasons/years that may be engaged through the mutual consent of both parties on an annual basis, unless sooner terminated as provided in the License Agreement.

The Respondent will indicate on the Reply Sheets the License Fees for the optional seasons/years. However, the Town reserves the right to negotiate the actual amounts of future License Fees.
DISCLAIMER

In submitting their proposal Respondent acknowledges and agrees that the Town makes no warranties with respect to closures due to inclement weather or other emergencies, including but not limited to: salt water swim area being closed due to rain levels and/or high bacteria count. Respondent understands that in undertaking this agreement Respondent assumes the risk that naturally occurring weather and other conditions may lead to a reduction in visitors and that such conditions are beyond the control of the Town. According, Respondent hereby agrees to submitting a License Fee in an amount that reflects these factors.

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 must be the same person who signs the Reply Sheets. The Town will verify that the signature on the letter matches the signature on the Reply Sheets.

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

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

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 have executed a written Contract for the performance of the work.

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 and 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 13, 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”, page 14, shall be completed and included with the proposal.
SPECIFICATIONS

SCOPE OF WORK / GENERAL REQUIREMENTS

The Operator will be responsible to provide the onsite supervision, organization of the program, providing all of the appropriate equipment, acceptance and processing of registration and payments for all participants, be in regular communication with the Parks and Recreation M&FO Operation Manager, and all other Specifications in this RFP and within the License Agreement, attached as Exhibit C, during the term(s) of the Contract.

The participant fee for each program charged by the Operator, a list of boats that will be utilized by the program including chase boats, and the school/rental rates shall be submitted with the proposal and agreed upon with the Town of Greenwich Recreation Division (Parks and Recreation Department).

The Operator shall provide a full roster including contact information (first and last name, home address, phone, and email) for each registered participant prior to the starting date of each session and an updated roster as participants are added.

The Operator shall possess all certifications and insurance requirements as reflected in the Insurance Requirement Sheet, and provide a current Accord certificate of insurance form, listing the Town of Greenwich as additional insured.

The laws of the State of Connecticut will dictate the rules, regulations and restrictions relating to the Operator’s staff. The staff hired by the Operator to implement the program shall have a minimum of five (5) years experience in boating, and have a Safe Boating Certificate. The staff shall also possess valid First Aid, CPR, and AED certifications, and have passed a background check. All certifications and passed background checks for staff shall be provided to the Town of Greenwich.

PROPOSAL FORMAT

The Respondent shall deliver one (1) complete original proposal, and three (3) complete copies of the proposal to the Purchasing Department before the deadline. Respondents shall also include one (1) Flash Drive containing a PDF of the complete original proposal submission(s).

At the very beginning of the proposal, the Respondent shall include a letter of transmittal signed by an individual authorized to bind Respondent’s company.

The following questions and RFP form requirements are designed to solicit information critical to the Town’s evaluation of the Respondent’s capabilities. The responses in this section will be an important component in the evaluation. Respondent should repeat each question=requirement, followed by the answer and/or form. Answers should be concise, but complete. Forms, where required, must be included. *The Respondent is expected to respond specifically to each question/requirement in this section. Failure to submit the required forms or respond to all applicable questions/requirements or failure to submit the required forms may result in rejection of the proposal.*

1. The Respondent shall state the Respondent’s full company name and home office address. The respondent shall list the name, title, mailing address, telephone number, facsimile number, and email address of the contact person for this proposal. The contact person shall be authorized to sign this contract.

2. Provide a photocopy of the company’s current Accord certificate of insurance form.
3. Provide photocopies of all staff certifications.


5. Provide a summary of the Respondent’s relevant work experience with the Town of Greenwich and/or other municipalities.

7. Highlight the key features that distinguish the Respondent’s services from the Respondent’s competitors.

8. Provide details on how the program will be properly staffed and managed to provide excellent service for the customers.

9. Describe any significant Government action or litigation taken or pending against Respondent’s company or any entities of Respondent’s company during the most recent five (5) years. Describe any professional or ethical conflicts that may interfere with this Contract.

10. Provide a list of any potential Subcontractors and a description of the work the Subcontractors may perform for the Operator. The Town of Greenwich reserves the right to approve/deny the use of particular Subcontractors.

11. Provide the names, addresses and phone numbers of at least two (2) relevant references not from the Town of Greenwich.

12. Review the License Agreement, Exhibit C. If the Respondent is taking any exceptions to the language in the License Agreement, the Respondent shall note language exceptions in the Exceptions section on the Reply Sheet. Exceptions that cannot be reconciled will lead to disqualification.

13. The Respondent shall complete and submit all of the Reply Sheets and the Insurance Procedure Form.
**EVALUATION PROCESS**

Proposals from qualified Respondents will be evaluated as per the following criteria:

<table>
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<tr>
<th>EVALUATION CRITERIA</th>
<th>POTENTIAL POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed annual License Fee</td>
<td></td>
</tr>
<tr>
<td>The minimum License Fee for the 2021 season shall be <strong>$15,000</strong></td>
<td>10 Points</td>
</tr>
<tr>
<td>Experience of the Respondent operating a licensed sailing/boat rental program or related business</td>
<td>15 Points</td>
</tr>
<tr>
<td>Experience of the Respondent boating and instructing on and around Long Island Sound, or a similar body of water</td>
<td>15 Points</td>
</tr>
<tr>
<td>Overall quality and content of the proposal including the unique attributes of the Respondent and creative ideas presented in the proposal for satisfying customers</td>
<td>30 Points</td>
</tr>
<tr>
<td>Experience working with municipalities</td>
<td>15 Points</td>
</tr>
<tr>
<td>Overall demonstration that the Operator is capable of successfully operating a Sailing School and Boat Rental</td>
<td>15 Points</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

The Evaluation Committee (3 members) will read and grade, (privately and individually) all responsive proposals based on the Evaluation Criteria specified in this RFP. Each Respondent will be ranked by the Buyer based on the Evaluation Committee’s scores of the proposals. The highest ranked Respondents will be identified as finalists.

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

The Evaluation Committee shall be permitted to visit and inspect the finalist(s) current operation. The results of the site visit(s) will be considered during the Evaluation Process.

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 (if any) by the highest ranked finalist will need to be reconciled to the mutual satisfaction of both parties.

**Observers and Advisors**

The Town of Greenwich may elect to have individuals serve as observers and advisors during the evaluation process. The observers and advisors will be permitted to read the proposals of the finalists; will be permitted to attend the interviews; and will be permitted to ask questions at the interviews. The observers and advisors will not be permitted to grade the proposals or the interviews.
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7602  DEADLINE: 02/23/2021 AT 2:30 PM
SAILING SCHOOL AND BOAT RENTAL OPERATOR

REPLY SHEET (Page 1 of 6)

LICENSE FEE

The Respondent shall indicate below the total License Fee amount to be paid to the Town of Greenwich for operating the Sailing School and Boat Rental program.

The minimum acceptable annual License Fee for the 2021 season shall be $15,000. The License Fee shall be payable to the Town of Greenwich by May 15, 2021. Proposals that do not meet the minimum annual License Fee amount will be rejected.

- **Initial Term License Fee:**
  (June 1, 2021 – September 30th, 2021)
  $________________________

- **Option Year One License Fee:**
  (June 1, 2022 – September 30th, 2022)
  $________________________

- **Option Year Two License Fee:**
  (June 1, 2023 – September 30th, 2023)
  $________________________

- **Option Year Three License Fee:**
  (June 1, 2024 – September 30th, 2024)
  $________________________

- **Option Year Four License Fee:**
  (June 1, 2025 – September 30th, 2025)
  $________________________

RESPONDENT'S COMPANY NAME: _________________________________________

AUTHORIZED SIGNATURE: _______________________________________________
EXCEPTIONS
The Respondent shall indicate below all exceptions (if any) taken to the language of this Request for Proposal, and/or the License Agreement Contract format. Insurance Requirements have been established by the Risk Manager and will not be altered. Respondents who raise exceptions that cannot be reconciled to the satisfaction of the Town will be disqualified from consideration.

______________________________________________________________

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______________________________________________________________

RESPONDENT'S COMPANY NAME: _______________________________

AUTHORIZED SIGNATURE: _______________________________
NON-COLLUSION LANGUAGE

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

COMPLIANCE WITH ETHICS CODE

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

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

RESPONDENT INFORMATION:

COMPANY NAME ____________________________________________________________

ADDRESS ________________________________________________________________

__________________________________________________________________________

TELEPHONE # __________________ FAX # __________________

E-MAIL ADDRESS __________________________________________________________

WEB SITE _________________________________________________________________

AUTHORIZED SIGNATURE _________________________________________________

PRINT NAME ____________________________________________________________

TITLE _________________________________________________________________

STATE OF CT TAXPAYER ID # __________________

FEDERAL TAXPAYER ID # __________________

INCORPORATED IN THE STATE OF ___________________________________________

Corporate Seal □ Yes □
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7602 DEADLINE: 02/23/2021 AT 2:30 PM
SAILING SCHOOL AND BOAT RENTAL OPERATOR

REPLY SHEET (Page 4 of 6)

NON-COLLUSION LANGUAGE (CONTINUED)

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

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town officer.

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

4. **IMPROPER INFLUENCE.** No Town officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

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

**AUTHORIZED SIGNATURE**

**PRINT NAME**

**COMPANY NAME**

**CONTRACT SIGNATURE**

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

________________________________________

________________________________________

________________________________________
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7602 DEADLINE: 02/23/2021 AT 2:30 PM
SAILING SCHOOL AND BOAT RENTAL OPERATOR

REPLY SHEET (Page 5 of 6)

INSURANCE PROCEDURE FORM

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

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

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

STATEMENT OF RESPONDENT AND RESPONDENT'S AGENT/BROKER:

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

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

Respondent’s Company Name: ____________________________

Authorized Respondent’s Signature: ________________________

Date: ________________________________________________

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

Authorized Agent/Broker’s Signature: ________________________

Date: ________________________________________________
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7602 DEADLINE: 02/23/2021 AT 2:30 PM
SAILING SCHOOL AND BOAT RENTAL OPERATOR

REPLY SHEET (Page 6 of 6)

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: ____________________________________________________________

______________________________________________________________________________

On a separate sheet of paper to be enclosed with the proposal please list five projects similar to the proposed work and give the dollar value of the projects. The company name, contact name and telephone number must be given to be used as references.

Respondent agrees prices will remain firm for ________ days.

AUTHORIZED SIGNATURE_________________________________________________________

PRINT NAME_______________________________________________________________

TITLE__________________________________________________________

TEL. NO.__________________________________________________________

TAXPAYER IDENTIFICATION NO.___________________________________________
Insurance Requirement Sheet

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

☐ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of $2,000,000 general aggregate, $1,000,000 per occurrence including:
   ☐ 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.): Jones Act or Longshore and Harbor Worker’s Compensation Act coverage, with minimum coverages per Federal Statutes.

☐ G. Other (Builder’s Risk, etc.): Protection and Indemnity with minimum coverage of $1,000,000.

☒ H. 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
SAILING SCHOOL AND BOAT RENTAL OPERATOR

LICENSE AGREEMENT #____

THIS AGREEMENT, executed this ____ day of ____________, 2021, by and between the TOWN OF GREENWICH, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter referred to as the "TOWN," acting herein by Fred Camillo, its First Selectman, hereunto duly authorized, upon the approval of Joseph Siciliano, its Director of Parks and Recreation, and __________ hereinafter referred to as the “Licensee”.

WITNESSETH:

WHEREAS, the TOWN owns, operates and maintains a certain recreation facility known as The Chimes Building, which consists of the first floor only of the Chimes Building referenced in Attachment C (the current layout is outlined, and may be altered), access to but non-exclusive rights to the communal area near and around equipment storage areas and the instructional areas on the beach as outlined in Attachment B, hereinafter referred to as "PREMISES"; and

WHEREAS, the TOWN desires to provide sailing instruction and boat rental services for the convenience of the general public; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually agree as follows:

1. TERMS:

The term of this Agreement shall be for the following specified period of time, with four (4) option years, unless sooner terminated as otherwise provided herein:

Initial Term: June 1st, 2021 – September 30, 2021
First Option Year: June 1st, 2022 – September 30, 2022
Second Option Year: June 1st, 2023 – September 30, 2023
Third Option Year: June 1st, 2024 – September 30, 2024
Fourth Option Year: June 1st, 2025 – September 30, 2025

The License Agreement does not include storage of equipment, boats, or access to the space during the months not covered under this Agreement unless the access and storage is agreed to in an amendment to this Agreement with the TOWN. All equipment, boats, etc. need to be removed by the final date of the term. The Town has the option to remove any equipment or property remaining on the PREMISES after the expiration/termination of the License. The LICENSEE will be responsible for any related costs.
The LICENSEE shall be responsible for arranging any additional storage for vessels, trailers and equipment stored outside of the Chimes Building or specified PREMISES, along with any fees that may be associated with it.

The LICENSEE will receive necessary keys to enter the rental space on or before the first day of operation, and shall return the keys on or before the final date of operation. The dates used are those specified in this Agreement.

If the LICENSEE is interested in exercising an optional year (if applicable), written notice must be given to the Town by December 15th. Both parties must be in agreement to proceed with the optional year.

2. **PAYMENT:**

   The LICENSEE shall pay to the TOWN an annual License Fee for the privilege of operating a Sailing School and Boat Rental Program at the PREMISES in the sum of:

   - $__________ Initial Term
   - $__________ First Option Year
   - $__________ Second Option Year
   - $__________ Third Option Year
   - $__________ Fourth Option Year

   and payable in full on May 15th of each term.

3. **SECURITY:**

   Upon the execution of this Agreement, the LICENSEE shall provide the TOWN as security for the full, faithful, and complete performance of and compliance with, on the part of the LICENSEE, all the terms and conditions of this Agreement, a certified check or performance bond in the sum of $5,000, which shall be held by the TOWN until the expiration or termination of this Agreement. Upon the expiration or termination of this Agreement, and on the condition that the LICENSEE is not in breach of any provision of this Agreement and that the PREMISES are in as good condition as of the date this Agreement was executed, reasonable use and wear excepted, and upon written request therefore by the LICENSEE, the TOWN shall return to the LICENSEE the sum deposited or release the bond, as the case may be.

   The TOWN shall not pay nor be required to pay or allow interest on any sum deposited hereunder.

4. **OPERATION:**

   The LICENSEE, during the term of this Agreement, shall have the privilege of providing sailing instructions and boat rental services as more fully set forth herein, at the PREMISES. The LICENSEE shall operate and provide all equipment and facilities for the operation, except as otherwise set forth herein, and shall run its operation manner satisfactory to the Director of Parks and
Recreation of the TOWN and in accordance with all laws, ordinances, regulations, and orders now in effect or hereafter promulgated by the Federal Government, the State, the TOWN, its Director of Parks and Recreation or its Director of Health. This obligation shall include compliance with all Executive Orders issued by the State of Connecticut.

a. Hours of Operation:

The LICENSEE may operate, under adult supervision, as follows:

7:00 AM - Sunset

d. Sanitary Conditions:

The LICENSEE shall at all times maintain the PREMISES in a clean and sanitary condition, and shall clean, fumigate, disinfect, and deodorize the PREMISES whenever directed to do so by the TOWN, its Director of Parks and Recreation, its Director of Health or their authorized agents, employees, or representatives.

e. Employees:

All employees of the LICENSEE shall be 16 years of age or older. The attire shall identify them as LICENSEE employees, either by way of nametags, uniform, or similar designation.

f. Advertising:

Any and all advertising of the LICENSEE services shall be acceptable to the Director of Parks and Recreation of the TOWN prior to its display or use by the LICENSEE. Display of such advertisement at the PREMISES shall be only in the area or areas designated by the Director of Parks and Recreation of the TOWN.

g. Permits:

The LICENSEE shall procure at its sole cost and expense any and all necessary permits and licenses for the operation

h. Supervision:

The LICENSEE shall provide adult supervision at the PREMISES on a full time basis, during all periods of operation.

i. Utilities:

The TOWN shall pay for water and electric during the terms of this Agreement.

j. Equipment:
The LICENSEE is responsible for providing and maintaining all equipment necessary for operational purposes.

k. **Records:**

It is agreed that the TOWN shall be provided the complete list of employees working for the LICENSEE.

It is agreed that the TOWN shall have free access to all books and records maintained by the LICENSEE regarding its operations under this Agreement. The LICENSEE shall maintain all such books and records in a manner specified by the TOWN. No later than December 31st of each year during the term of this Agreement, the LICENSEE shall furnish the Comptroller of the TOWN or his authorized representative, a Profit and Loss Statement and Balance Sheet covering the preceding year’s operation.

l. **Additional terms in Attachment D**

5. **MAINTENANCE OF PREMISES:**

The LICENSEE shall maintain the PREMISES in good order and repair throughout the term of this Agreement.

a. **Interior Painting**

The TOWN at its sole expense shall be responsible for all interior painting of the PREMISES. Painting of the interior of the PREMISES shall not be undertaken by the LICENSEE without prior written approval of the Director of Parks and Recreation and the Commissioner of Public Works of the TOWN.

b. **Pest Control**

If necessary, it shall be the responsibility of the LICENSEE, at its sole cost and expense, to provide licensed pest control services approved by the Town.

6. **MAINTENANCE BY THE TOWN:**

The Town shall maintain, subject to the provisions of paragraph numbered 5 above, the following structures, fixtures, and appurtenances of the PREMISES at its sole cost and expense during the term of this Agreement.

a. Premises structure, including roof;

b. Electrical System;

c. Plumbing;
All requests for repairs and maintenance to the PREMISES to be performed by the TOWN as set forth herein shall be made by the LICENSEE in writing to the Greenwich Point Foreman, Mike Mark, at the following address:

Mike Mark  
Greenwich Point Foreman  
Mike.Mark@greenwichct.org

7. **USE OF THE PREMISES:**

The TOWN shall not be responsible to the LICENSEE for any loss or damage to the LICENSEE's property during the term of this Agreement. It is the exclusive responsibility of the LICENSEE to maintain sufficient insurance to protect its personal property. The LICENSEE may make physical additions to the PREMISES' security at its sole cost and expense and upon prior written approval of the Commissioner of Public Works and the Director of Parks and Recreation of the TOWN.

The LICENSEE shall not use, or permit the use of, the PREMISES, or any part thereof, for any purpose by its officers, agents, or employees, in violation of any Federal, State or municipal law, ordinance, rule, order or regulation, and shall protect, indemnify and forever save and keep harmless the TOWN, its agents, servants, and employees from and against any loss, cost, damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed, or incurred by reason of any such violation by any person.

It is expressly understood and agreed by the parties hereto that this Agreement and privilege is a license only for use of the PREMISES, and not a lease, and therefore does not confer on, or vest in the LICENSEE any title, interest, or estate in the Chimes Building, the PREMISES, or any part thereof, nor does it convey to or vest in the LICENSEE, possession of the Chimes Building, the PREMISES or any part thereof to the exclusion of the TOWN. Further, nothing contained in this Agreement is intended to create or establish, or shall be construed as creating or establishing, the relationship of copartner or joint ventures hereto, or as constituting the LICENSEE as the agent or representative of the TOWN for any purpose, or in any manner whatsoever.

8. **LIABILITY INSURANCE:**

Insurance Requirements, noted "Attachment A" as attached.

9. **DAMAGE BY FIRE:**

If the PREMISES or any part thereof is damaged by fire or any other cause whatsoever, so as to prevent the LICENSEE's operation to the satisfaction of the TOWN, then the TOWN, at its option, may on notice in writing to the LICENSEE cancel and terminate this Agreement as hereinafter provided. If, however, such building or structure is damaged, in any way whatsoever by reason of
any act or omission of the LICENSEE or its agents, servants or employees, the LICENSEE shall repair, at its sole cost and expense, the PREMISES, or any party thereof so damaged, to the satisfaction of the TOWN. Upon the failure of the LICENSEE to make such repairs, the TOWN may repair such damage at the sole cost and expense of the LICENSEE.

10. **BREACH:**

   It shall be the responsibility of the LICENSEE to affect the performance of this Agreement in all respects. In the event that the LICENSEE breaches any of the provisions of this Agreement and fails after thirty (30) days from receipt of written notice by the TOWN to remedy the breach to the satisfaction of the TOWN, this Agreement shall expire and terminate. The LICENSEE agrees to be responsible for and to reimburse the TOWN for all costs, expenses, losses, damages, or disbursements of any kind, including reasonable attorneys' fees, which the TOWN may incur in connection with any breach by the LICENSEE of the provisions of this Agreement.

   The foregoing rights and remedies are not intended to be exclusive, but in addition to all rights and remedies the TOWN would otherwise have by law.

11. **TERMINATION:**

    The LICENSEE shall have the right to terminate this Agreement for cause, or for no cause, upon sixty (60) days prior written notice to the First Selectman. The TOWN, for cause or for no cause, shall have the right to terminate this Agreement at any time upon thirty (30) days prior written notice to the LICENSEE. In the case of a natural disaster or significant theft (Police Report required) such that the LICENSEE cannot operate its business, the LICENSEE may terminate with five (5) days notice. In the case of damage to the Chimes Building such that it is not safe to occupy, the TOWN may terminate this Agreement immediately.

Termination may also occur under the circumstances of Additional Term No.8 (Attachment D).

Upon termination of this Agreement, the LICENSEE shall remove all equipment, decorations, personal effects, etc. immediately, unless granted an extension by the Director of Parks and Recreation.

In the event that the Town of Greenwich, the State or CDC prohibits or recommends restrictions to the occupation of the Premises or any necessary part of the Premises, or access to the Premises, the continuation of the sailing program, or enacts any other prohibition or recommendation that would affect the functioning of the sailing program, the Town may terminate the License within the timeframe specified by the State or CDC or whatever timeframe the Town determines to maintain safety.

12. **INDEMNIFICATION:**

    The LICENSEE shall indemnify, defend, 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 LICENSEE’S operations under this Agreement, 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 LICENSEE its officers, agents, servants, or employees, any of its subcontractors, the TOWN or any of its respective officers, agents, servants, or employees 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 LICENSEE shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits, and proceedings, including attorneys' fees, and such indemnity shall not be limited by reason of any insurance coverage.

13. ASSIGNMENT:

The LICENSEE shall not assign or otherwise transfer its rights and privileges set forth in this Agreement.

14 INSPECTION AND EMERGENCY REPAIRS:

The First Selectman, the Commissioner of Public Works, the Director of Health, and the Director of Parks and Recreation of the TOWN and their authorized agents shall have the right to enter and inspect the PREMISES at any time. The LICENSEE hereby agrees that the TOWN may direct, during emergency, any repairman or company to make any repairs to the PREMISES, and that such repairman or company shall be the agent of and paid solely by the LICENSEE. Such repairs will not include major and/or structural repairs which were not due to the actions of the LICENSEE.

15 NOTICES:

Any written notice required to be sent under the provisions of this Agreement shall be sent as follows, unless otherwise provided herein:

Notices from the LICENSEE to the TOWN shall be sent by registered or certified mail or delivered to the TOWN, Director of Parks and Recreation, at Town Hall, 101 Field Point Road, Greenwich, CT 06830. Notices from the TOWN to the LICENSEE shall be sent by registered or certified mail or delivered to the LICENSEE.

Approved by:

Joseph Siciliano, Director of Parks and Recreation
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals the ___ day of ______, 2021.

WITNESS

By _____________________________
Fred Camillo
First Selectman

LICENSEE

By _____________________________

STATE OF CONNECTICUT  )
COUNTY OF FAIRFIELD  ) ss: GREENWICH

The foregoing instrument was acknowledged before me this ___ day of June, 2021, by Fred Camillo, First Selectman of the Town of Greenwich, as the duly authorized act of said TOWN.

______________________________
Notary Public

STATE OF CONNECTICUT  )
COUNTY OF FAIRFIELD  ) ss: GREENWICH

The foregoing instrument was acknowledged before me this ___ day of June, 2021 by ___________, as the duly authorized act of said LICENSEE.

______________________________
Notary Public
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:
  - 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.): Jones Act or Longshore and Harbor Worker's Compensation Act coverage, with minimum coverages per Federal Statutes.

- G. Other (Builder's Risk, etc.): Protection and Indemnity with minimum coverage of $1,000,000.

- H. 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.
Additional Terms

1. The LICENSEE will be prohibited from storing any flammable materials in the building and shall be restricted from altering the building or modifying any of the interior spaces without prior approval of the Director of Parks and Recreation or his agent.

2. The LICENSEE agrees to comply with all rules and regulations of Greenwich Point Park.

3. Participants utilizing the services of the LICENSEE shall have a Seasonal Park Pass or a Single Entry Park Pass & Single Parking Pass to access Greenwich Point. LICENSEE shall make its customers aware that access into the park is not included through the program, and Town policies apply.

4. Supervision of persons is necessary when transitioning across pavement to and from the Chimes Building to the instructional area on the beach.

5. No glassware shall be allowed on the premises.

6. The LICENSEE agrees to provide lifesaving equipment including, but not limited to a chase boat, and qualified personnel.

7. There will likely be a period of time in which the Chimes Building and surrounding area will be closed for construction. The Town has limited control over the timing of this project. The Town will give reasonable notice to the Licensee regarding commencement of the construction. Should the construction affect the Licensee’s use of the Premises during the term of the License, the following options are available to the Town and to the Licensee:
   a. The Town may choose to offer the Licensee an alternate location at Greenwich Point for the Licensee to operate its Sailing School and Boat Rental. This option would strictly be a change in the identification of the Premises. Should the Town so offer, and should the Licensee accept the alternate location, all remaining terms of the License would remain in full effect.
   b. The Town and the Licensee may terminate the License as set forth in Paragraph 11 of this License.
   c. The Licensee acknowledges that the construction may alter the layout/square footage of the Chimes Building.
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7602 DEADLINE: 02/23/2021 AT 2:30 PM
SAILING SCHOOL AND BOAT RENTAL OPERATOR

REPLY SHEET (Page 1 of 6)

LICENSE FEE
The Respondent shall indicate below the total License Fee amount to be paid to the Town of Greenwich for operating the Sailing School and Boat Rental program.

The minimum acceptable annual License Fee for the 2021 season shall be $15,000. The License Fee shall be payable to the Town of Greenwich by May 15, 2021. Proposals that do not meet the minimum annual License Fee amount will be rejected.

- Initial Term License Fee:
  (June 1, 2021 – September 30th, 2021) $5,200.00

- Option Year One License Fee:
  (June 1, 2022 – September 30th, 2022) $5,200.00

- Option Year Two License Fee:
  (June 1, 2023 – September 30th, 2023) $5,200.00

- Option Year Three License Fee:
  (June 1, 2024 – September 30th, 2024) $5,200.00

- Option Year Four License Fee:
  (June 1, 2025 – September 30th, 2025) $5,200.00

MC 2-23-2021

RESPONDENT’S COMPANY NAME: Longshore Sailing School, Inc.

AUTHORIZED SIGNATURE: [Signature]
Longshore Sailing School Inc.
Jane Pimentel
221 Westport Road
Wilton, CT 06897

Ms. Edyta Jolicoeur
Town of Greenwich
Purchasing Department
101 Field Point Road
Greenwich, CT 06830

Dear Ms. Jolicoeur,

Please find attached the proposal from Longshore Sailing School Inc. for RFP #7602.

If you have any questions please feel free to reach out to me directly at Jane@longshoresailingschool.com or 508-863-9629.

Sincerely,

Jane Pimentel
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7602 DEADLINE: 02/23/2021 AT 2:30 PM
SAILING SCHOOL AND BOAT RENTAL OPERATOR

REPLY SHEET (Page 2 of 6)

EXCEPTIONS
The Respondent shall indicate below all exceptions (if any) taken to the language of this Request for Proposal, and/or the License Agreement Contract format. Insurance Requirements have been established by the Risk Manager and will not be altered. Respondents who raise exceptions that cannot be reconciled to the satisfaction of the Town will be disqualified from consideration.

See attached exception list.

RESPONDENT’S COMPANY NAME: Langshore Sailing School Inc.

AUTHORIZED SIGNATURE: [Signature]

Page 10
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7602 DEADLINE: 02/23/2021 AT 2:30 PM
SAILING SCHOOL AND BOAT RENTAL OPERATOR

REPLY SHEET (Page 3 of 6)

NON-COLLUSION LANGUAGE

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

COMPLIANCE WITH ETHICS CODE

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

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

RESPONDENT INFORMATION:

COMPANY NAME  Longshore Sailing School Inc.
ADDRESS  221 Westport Road
          Wilton, CT 06897
TELEPHONE #  203-226-4640  FAX #
E-MAIL ADDRESS  Jane@LongshoreSailingSchool.com
AUTHORIZED SIGNATURE  Jane Pimentel
PRINT NAME  Jane Pimentel
TITLE  President
STATE OF CT TAXPAYER ID #  060977234  2379006 - 000
FEDERAL TAXPAYER ID #  060977234
INCORPORATED IN THE STATE OF  Connecticut  Corporate Seal  Yes  No
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7602 DEADLINE: 02/23/2021 AT 2:30 PM
SAILING SCHOOL AND BOAT RENTAL OPERATOR

REPLY SHEET (Page 4 of 6)

NON-COLLUSION LANGUAGE (CONTINUED)

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

2. DEFINITION. (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town officer.

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

4. IMPROPER INFLUENCE. No Town officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

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

AUTHORIZED SIGNATURE ____________________________

PRINT NAME ____________________________

COMPANY NAME ____________________________

CONTRACT SIGNATURE

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

Jane Pimentel, President
221 Westport Road
Wilton, CT 06897
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7602 DEADLINE: 02/23/2021 AT 2:30 PM
SAILING SCHOOL AND BOAT RENTAL OPERATOR

REPLY SHEET (Page 5 of 6)

INSURANCE PROCEDURE FORM

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

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

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

STATEMENT OF RESPONDENT AND RESPONDENT’S AGENT/BROKER:

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

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

Respondent’s Company Name: Langshore Sailing School Inc.

Authorized Respondent’s Signature: [Signature]

Date: 02-21-2021

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

Authorized Agent/Broker’s Signature: _______________________________________

Date: __________________________
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an Additional Insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:**
The Hib Group of New England, LLC
16 Main St
East Greenwich, RI 02818

**INSURER(S) AFFORDING COVERAGE:**
National Casualty Company

**INSURER A:**

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**COVERAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

Certificate Holder is an additional insured for General Liability and Protection and Indemnity when required by contract or agreement.

Protection & Indemnity extends to include Jones Act Coverage for Crew

**CERTIFICATE HOLDER:**

TOWN OF GREENWICH
101 Field Point Road
Greenwich, CT 06830

**CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

[Signature]

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TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7602 DEADLINE: 02/23/2021 AT 2:30 PM
SAILING SCHOOL AND BOAT RENTAL OPERATOR

REPLY SHEET (Page 6 of 6)

STATEMENT OF PROPOSING COMPANY'S QUALIFICATIONS

Company Name Longshore Sailing School, Inc.
Address 221 Westport Rd
Wilton, CT 06897
Phone Number 203-226-4646
When organized May 03 1978
State of incorporation Connecticut

How many years has company been engaged in business related to this proposal under the present company's name: 43 years.

Contracts now in hand (gross amount) N/A
Company officers Jane Pimentel, Maria Pimentel

Have you ever defaulted on a contract or failed to complete a contract within the specified time?

☐ Yes ☑ No

If so, please explain:

________________________________________________________________________

On a separate sheet of paper to be enclosed with the proposal please list five projects similar to the proposed work and give the dollar value of the projects. The company name, contact name and telephone number must be given to be used as references.

Respondent agrees prices will remain firm for _______ days.

AUTHORIZED SIGNATURE

PRINT NAME Jane Pimentel
TITLE President
TEL. NO. 203 226 4646
TAXPAYER IDENTIFICATION NO. 0100977284
Exception List

Exhibit C:

Page 1 - TERMS - Change of term from June 1st to May 1st of each year.

Page 1 - TERMS - LSS currently and will continue to store equipment and boats on the PREMISES during the time not covered in the term.

Page 2 - TERMS - Paragraph 2 - The LICENSEE will retain keys to the PREMISES year round. Also the term “rental space” is unclear.

Page 2 - PAYMENT - LICENSEE would like to change the payment date to April 15th of each term as to coincide with the change in the term dates. LICENSEE proposes a fee of $5,200 equal to the fee from 2020.

Page 2 - OPERATION - Define the term “satisfactory.”

Page 3 - ADVERTISING - Removal of the first sentence of this paragraph. LICENSEE will be solely responsible for its advertising.

Page 4 - RECORDS - Paragraph 2 - LICENSEE will not provide any access to books or records unless stipulated elsewhere in this contract. LICENSEE requests the removal of this paragraph.

Page 4 - INTERIOR PAINTING - Will painting be completed before the beginning of the 2021 term?

Page 4 - PEST CONTROL - LICENSEE will bear no responsibility for pest control.

Page 4 - 6a. Roof is currently leaking.

Gb. Electrical outlets are in need of repair.

Page 6 - TERMINATION - LICENSEE requests that the LICENSEE and TOWN have an equal number of days to terminate this agreement be that 30 or 60.

Separate from any previous sections of the agreement LICENSEE would like directional signage to be placed at Greenwich Point at the LICENSEE’s cost in coordination with the TOWN.
1. The Respondent shall state the Respondent’s full company name and home office address. The Respondent shall list the name, title, mailing address, telephone number, facsimile number, and email address of the contact person for this proposal. The contact person shall be authorized to sign this contract. Longshore Sailing School Inc. (referred to hereafter as LSS) 260 Compo Rd South, Westport 06880. Jane Pimentel, President, 221 Westport RD, Wilton, CT 06897, 508-863-9629, Jane@longshoresailingschool.com

2. Provide a photocopy of the company’s current Acord certificate of insurance form. See Attached

3. Provide photocopies of all staff certifications. At the time of this proposal staff for the 2021 summer season has not been hired. Before the beginning of the season LSS will provide certifications for all staff members working at the Greenwich location.

4. Provide a summary of the Respondent’s work history. Provide details of the experience of the Respondent operating sailing schools/boat rentals or related business. Provide details of the experience of the Respondent managing a related business. LSS has operated in Westport CT since 1973 and Greenwich CT since 1998. LSS has a proven track record of providing sailing classes to all age groups alongside offering boats and paddlecraft for rentals.

5. Provide a summary of the Respondent’s relevant work experience with the Town of Greenwich and/or other municipalities. See question 4.

6. Missing

7. Highlight the key features that distinguish the Respondent’s services from the Respondent’s competitors. As far as the Respondent is aware there are no competitors in the area to provide the same services.

8. Provide details on how the program will be properly staffed and managed to provide excellent service for the customers. LSS hires management, instructional and facility staff.

9. No litigation, no conflicts.


11. References A- Stu Gilfillen; Director of Education, US Sailing 401-342-7967
    StuGilfillen@ussailing.org
    B – Jen Guimaraes; Youth Education Manager, US Sailing 401-342-7937
    JenGuimaraes@ussailing.org
Via Email: Jane@LongshoreSailingSchool.com

March 31, 2021

Ms. Jane Pimentel, President
Longshore Sailing School Inc.
221 Westport Road
Wilton, CT 06897

Re: License Agreement No. 046 – RFP 7602 – Sailing School and Boat Rental Operator

Dear Ms. Pimentel:

Your company has been awarded the License Agreement contract for RFP #7602, Sailing School and Boat Rental Operator, by the Marine and Facility Operations Division of the Parks and Recreation Department as per the Specifications of the Request for Proposal (RFP) and mutually agreed upon resolutions to the Exceptions listed in your proposal as per Attachment A.

Insurance requirements are enclosed for your reference and must be maintained for the full term of the contract. The Town of Greenwich accepts the Acord certificate of insurance form along with an endorsement letter from the insurance agent/broker.

Please give the following information to your insurance agent:

All insurance companies providing coverage, other than excess liability coverage, must be licensed in the state of Connecticut.

1. Certificate of Insurance:
   - Coverages required are listed in the attached “Insurance Requirement Sheet.”
   - In the “Description of Operations” section, reference “Town of Greenwich is Additional Insured. License Agreement Contract No. 046 – Sailing School and Boat Rental Operator. Contractor’s insurance is primary and non-contributory.”
   - Coverages shall not expire within the next 4-6 weeks.
   - Check the box for “additional insured” for General Liability.
   - Must be signed by the insurance agent.
2. **Endorsement Letter:**
   - Use the attached letter as the format, noting that the language must be followed exactly.
   - Date the letter **on or after** the date of the Certificate of Insurance.
   - Sign the letter by the **same insurance agent** who signed the Certificate of Insurance.

All of the necessary insurance documentation must be sent to the Town within **ten days after the date of the award.**

It wasn't indicated in your proposal whether Longshore Sailing School Inc. has a corporate seal. If it does not, please complete the attached Delegation of Authority form. The format for this letter is attached for your reference and should be signed by you and another officer of your company (if applicable) and submitted to the Purchasing Department as soon as possible.

Upon receipt of the Certificate of Insurance, Endorsement Letter and, if applicable, the Delegation of Authority Letter, a License Agreement Contract will be developed. If you have any questions, please call me at (203) 622-7882.

Congratulations on the award! The Town of Greenwich looks forward to working with you.

Sincerely,

[Signature]

Edyta Jolicoeur
Buyer I

cc: B. Kerzner
Exception List Response

The Town has reviewed the exceptions requested by Longshore Sailing School. The changes that we are currently interested in making to the agreement based on the requested exceptions are listed below.

1. Terms
   - The term of this Agreement shall be for the following specified period of time, without any additional option years.
   - Change of terms from June 1st to May 1st each year
   - Shall also include: If the License Agreement is still in place at the time that the Chimes building construction is complete, The Town and LICENSEE may discuss terms of storing equipment in the off season. Terms must be agreeable to both parties at that time.
   - The timeframe for additional optional years shall be removed from the contract.
   - All equipment must be removed from the property by September 30, 2021 as stated in the terms of the contract.

2. Payment

The LICENSEE shall pay to the TOWN an annual License Fee for the privilege of operating a Sailing School and Boat Rental Program at the Premises in the sum of:

$7,500 Initial Term
$10,300 First Option Year
$10,609 Second Option Year
$10,927 Third Option Year
$11,255 Fourth Option Year

And payable in full on April 15th of each term.

4(f). Advertising

Any and all advertising of the Sailing Program shall be approved by the Director of Parks and Recreation of the TOWN. If a brochure is going to be published, it must be submitted to the Director, who will have 1 week to review it prior to its display or use by the LICENSEE. Display of such advertisement at the PREMISES shall be only in the area or areas designated by the Director of Parks and Recreation of the TOWN. Social media posts that are unacceptable to the director must be removed immediately. LICENSEE may not use the Town of Greenwich seal.

5. MAINTNANCE OF PREMISES

a. Interior Painting shall read: Painting of the interior of the PREMISES shall not be undertaken by the LICENSEE without prior written approval of the Director of Parks and Recreation and the Commissioner of Public Works of the TOWN.
6. MAINTENANCE BY THE TOWN

To also include: The LICENSEE recognizes some repairs might be needed through the season. These repairs may be made in a temporary fashion such as a tarp for the potentially leaking roof, until the anticipated renovation of the Chime Building is completed.

11. Termination – “The LICENSEE shall have the right to terminate this Agreement for cause, or for no cause, upon sixty (60) days prior written notice to the First Selectman” shall be changed to “The LICENSEE shall have the right to terminate this Agreement for cause, or for no cause, upon thirty (30) days prior written notice to the First Selectman”
**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:
  - 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.): Jones Act or Longshore and Harbor Worker's Compensation Act coverage, with minimum coverages per Federal Statutes.

- **G.** Other (Builder's Risk, etc.): Protection and Indemnity with minimum coverage of $1,000,000.

- **H.** **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.
(Date)

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

Re: Longshore Sailing School Inc.  
Town of Greenwich License Agreement No. 046

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
(Date)

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

Re: Town of Greenwich Agreement License Agreement #046

Dear Ms. Michalski:

This letter is to confirm that Jane Pimentel is the President of Longshore Sailing School Inc. and as such, is authorized to sign contracts, agreements and all other instruments binding Longshore Sailing School Inc.

Sincerely,

(Signature)

Jane Pimentel  
Longshore Sailing School Inc.