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

NO.: 7568

ISSUE DATE: 10/29/2020

DEADLINE DATE: 12/15/2020

DEADLINE TIME: 11:00 A.M.

REQUEST FOR BID
X REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____________
TIME AND DATE: ________________
LOCATION: ________________________

ITEM/CATEGORY MANAGEMENT SERVICES FOR THE NATHANIEL WITHERELL

LOCATION ______________ GREENWICH, CT ________________

__ PREQUALIFICATION
X STANDARDS/SPECIFICATIONS (ATTACHED)
X INSURANCE REQUIRED (SEE ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Respondent shall be responsible for actual delivery of the proposal via mail or commercial express service to the Town of Greenwich Purchasing Department before the deadline. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON THE LOWER LEFT-HAND CORNER OF THE ENVELOPE.

2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.

3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.

4. Bid/Proposal number must appear on all bids and related correspondence.

5. The Town of Greenwich is exempt from Federal and State Taxes.

6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.

7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.

8. Terms and Conditions indicated on reverse.

Renata Michalski, Director of Purchasing & Administrative Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Terms of payment to the Contractor shall be net/30 days after receipt of invoice and acceptance and approval of the services by the Town of Greenwich.

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

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

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

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

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7568  DEADLINE: 12/15/2020  DUE: 11:00 AM
MANAGEMENT SERVICES FOR THE NATHANIEL WITHERELL

BACKGROUND
Comprising 48 square miles of land located on Long Island Sound, the Town of Greenwich ("TOG"), is the Connecticut town nearest to New York City (28 miles). Located on the mainline of the Metro North Railroad, the TOG is also served by the Connecticut Turnpike (Interstate Route 95), the Merritt Parkway (Route 15) and US Route 1 (Boston Post Road).

Its recent population was 62,700, of which non-Hispanic whites comprise 80%, and those of Hispanic and Latin American descent comprise 14%.

Located in one of the highest per capita income areas in the United States, the TOG is the wealthiest town in Connecticut, whether measured in absolute terms on property values (the recent total market value implied by the TOG’s Grand list was $48 billion) or in terms of property tax base and income per resident (the TOG’s recent Adjusted Equalized Net Grand List per Capita was $679,000).

Settled in 1640, the TOG’s government is based on the town-meeting form that is common in New England. The First Selectman, who sits on the Board of Selectmen ("BOS") with two additional Select-persons, manages the Town. The Board of Estimate and Taxation ("BET") oversees the financial affairs of the TOG. The Representative Town Meeting ("RTM") is the Town’s legislative body. Extensive information about the TOG is available in the Official Statement for the TOG’s bonds issued in January 2020, which is available:


THE NATHANIEL WITHERELL
The TOG owns and operates The Nathaniel Witherell ("TNW"), a 202-bed skilled nursing facility ("SNF"), located on 40 acres, two miles from downtown.

TNW has served the community since 1903, following the gift of land by two grantors to provide care for the infirm. With the exception of services such as rehabilitation therapy and food management, nearly all of TNW’s staff are employees of the TOG and are members of one of three unions. Witherell’s operations are overseen by a nine-member Board, which is appointed by the BOS and approved by the RTM. This Board is responsible for appointing the licensed Nursing Home Administrator and the Medical Director.

TNW offers short-term rehabilitation/nursing services, long-term skilled nursing services, and outpatient therapy services including physical, occupational, and speech therapies.

- For short-term rehab, serving both orthopedic and medical patients, TNW has a new 4,000 square foot Rehabilitation Center, which includes 46 private rooms.
• For residents suffering with Alzheimer’s disease and dementia TNW has 40 beds located in a secure distinct environment on the third floor,

• For other long-term residents, TNW has an additional 116 beds, many of which are in private rooms.

TNW has a variety of payer classes. For the short-term rehab unit, revenues are derived from Medicare, commercial insurance, and private pay. For the long-term rehab unit, revenues are derived from Medicaid, Medicare, commercial insurance, and private pay.

In 2012 the BET and RTM approved a $23 million capital project to renovate TNW, known as Project Renew. Project Renew was intended to keep TNW competitive in the market by increasing the number of single-bed rooms for rehabilitation patients and constructing a new, state-of-the-art rehabilitation facility. Project Renew was funded by a combination of 20-year general obligation municipal bonds issued by the TOG, contributions raised by the Friends of Witherell, a 501(c)(3), and the receipt of historic tax credits. Project Renew was substantially completed and TNW’s new short-term rehab facility opened in fiscal year 2016. TNW has recently completed renovations in the Tower Building that includes common spaces in the long-term nursing facility and bathing facilities, as well as the nurses’ call and public address system.

The TOG accounts for TNW as a special revolving fund. Each year, as part of its annual budget, the TOG budgets a contribution from the TOG General Fund to subsidize the difference between TNW’s revenues and its operating expenses, allocated TOG services, capital expenditures, and debt service.

RECENT STUDIES

The Chairman of the BET established a Special Committee on The Nathaniel Witherell (the “Committee”) in March 2016, comprised of four BET members - Arthur D. Norton (Chair), Elizabeth K. Krumeich, Jill K. Oberlander, and Nancy V. Weissler. The Committee was asked “to perform a broad and thorough review of the operations of TNW, including: (a) established operations and strategic plan; (b) market competition; (c) opportunities for the Town to expand its services; and (d) options for TNW’s future direction.” The Committee prepared a “Report of the Board of Estimate and Taxation Special Committee on The Nathaniel Witherell” that was approved by the Committee on December 19, 2017 and delivered the Report to the BET and made public in January 2018 (the “2017 Report”).


The Committee concluded the Town should consider the following management/ownership structures for TNW with the aim to provide short-term and long-term care efficiently and effectively, and reduced risk due to the dynamic market environment for these services:

1. Maintain current TOG ownership and operation of TNW;
2. Lease or sell TNW to a newly established 501(c)(3);
3. Lease or sell TNW to an existing 501(c)(3);
4. Lease or sell TNW to a for-profit manager.

5. A fifth option would be for the TOG to either to reduce capacity or close the facility. Either way, the TOG would need to request a Certificate of Need from the State of Connecticut Department of Human Services.

The 2017 Report recommended that the Committee continue its work during the BET term that began in January 2018. In early 2018, the BET reconstituted the Committee membership under the title “The Nathaniel Witherell Strategic Planning Committee.” Although Art Norton and Nancy Weissler were no longer members of the Board, BET Chair Jill Oberlander requested both to remain on the Committee (in a non-voting capacity) and Art Norton continued as its Chair. As Chair of the BET, Jill Oberlander assumed an ex officio position on the Committee. The voting members of the reconstituted Committee were BET members: William Drake, Andreas Duus, Elizabeth Krumeich, and Jeffrey Ramer.

Subsequently, the Committee retained outside consultants, Health Dimensions Group (“HDG”) which produced a “Financial and Operating Report” dated February 2019:


The Committee also retained the accounting firm PKF O’Connor Davies (“PKF”) which conducted a review of the financial statements of TNW for the two years ended June 30, 2018, and prepared a restatement of them from a GASB to FASB accounting format:


The Committee summarized the current status of the Committee’s work and recommendations for moving forward in its 2019 Report:

1. Recommendations
2. Summary of Health Dimensions Group’s Key Findings
3. Summary of PKF’s Key Findings
4. Recent Financial Performance of TNW
5. Recent Operational and Market Factors
6. Operational and Accounting Improvements and Changes
7. Legal Status of TNW
8. Summary of Selected Strategic Options
REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (“RFP”) is to invite proposals from qualified firms or organizations to assume the management in conjunction with the possible purchase or lease of the assets of The Nathaniel Witherell.

An Evaluation Committee will review and grade per the Evaluation Criteria, as outlined in the Evaluation Process section of this RFP.

The TOG intends to select the most qualified Respondent based on the specified criteria contained in this RFP. After this selection, the Town intends to promptly carry out the proposed contract(s) or transaction(s) with the selected Respondent.

The chosen firm or organization shall be the highest ranked Respondent and shall provide all of the necessary resources and expertise to take over the ownership and/or the management of The Nathaniel Witherell.

The Town seeks alternative approaches to the ownership and management of The Nathaniel Witherell (“TNW”). Such approaches may include, but are not limited to, the various strategic options noted in the following reports:


The TOG is interested in considering a wide variety of contractual approaches or transactions to meet its objectives. It is expected that organizations which are active in the nursing home field may have proposals in a variety of forms, in addition to the forms above. Creativity and innovation are encouraged. The Town will consider all practical responses, in all forms submitted.

Respondents are encouraged to review the extensive documentation, reports, and analyses of TNW which are publicly available on the Town’s website:

https://www.greenwichct.gov/1588/Witherell-Strategic-Planning-Committee-R

These reports and analyses describe the strengths, weaknesses, market position, facilities, organization, strategy and finances of TNW.

The Town’s objectives are to achieve a high-quality level of care, to serve the interests of both residents of TNW and residents of Greenwich, to achieve financial stability and independence of TNW, to bring to an end the need for the Town’s General Fund to provide financial support to TNW, and to maximize the proceeds to the Town in a sale or lease transaction.
At present, there are many contracts, legal relationships and licenses to which TNW is a party, such as collective bargaining agreements, vendor contracts, licenses from governmental authorities, debt agreements, and land covenants, among others. It is expected that Respondents’ proposals will entail modification of some or all of these. Respondents should note the modifications applicable to their proposal. To the extent practicable, the Town will undertake such modifications in cooperation with the Respondent and/or the relevant parties.

For example, the proposals may involve the sale or lease of TNW’s assets, or a management and financing contract, or other possible legal and/or management arrangements. The Town is prepared to consider a broad range of possible arrangements for the management and ownership of TNW, provided the Town’s objectives are met.

**SUBMISSION DEADLINE**

One (1) original, eight (8) copies and one (1) Flash Drive of the Respondent’s proposal, clearly marked with “RFP #7568 – Management Services for The Nathaniel Witherell” on the outside of a sealed package, must be received in the Town of Greenwich Purchasing Department by **Tuesday, December 15, 2020 at 11:00 A.M.** All proposals shall be addressed to:

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

Respondent shall be responsible for the delivery of the proposal via mail or commercial express service to the **Town of Greenwich Purchasing Department** before the deadline. Proposals received after the deadline will not be considered and will be returned unopened to the Respondent. All proposals received before the deadline become the property of the Town.

**RFP ISSUING AUTHORITY**

Ms. Renata Michalski, TOG Director of Purchasing & Administrative Services, is responsible for the conduct of this procurement. Any inquiries or requests regarding this RFP must be submitted in writing to Ms. Michalski to the address below by:

**11:00 AM on Thursday, November 19, 2020**

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

Email: renata.michalski@greenwichct.org

**ISSUANCE OF ADDENDA**

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

**PREPARATION 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, the evaluation of an accepted proposal, or the selection of finalists. The Town shall not be contractually bound until the Town and the successful Respondent have executed a written contract.

Selected Respondents may be required to present their proposal to the Evaluation Committee. The costs of such presentations, interviews, and transportation shall be borne solely by the Respondents.

**RESPONDENT’S REPLY**

Respondents are to 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.

**DURATION OF PROPOSAL**

The proposal will remain in effect for a minimum of sixty (60) calendar days from the deadline for submission of the proposal or until it is formally withdrawn, a contract is executed, this RFP is canceled, or whichever occurs first.

**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**

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 a minimum of sixty (60) days or as specified in the Request for Proposal.
Respondents who do not honor their proposals for a minimum of ninety (90) days (or as specified), shall be declared irresponsible Respondents.

RESERVATION OF RIGHTS

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

TERMS OF PROPOSAL

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

INSURANCE REQUIREMENTS

Prior to an award, the Town’s Director of Risk Management will review and establish any additional insurance requirements based upon the submitted proposal. As a reference, standard insurance requirements are attached (Exhibit A).

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 Vendor), 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 Towns’ Director of Purchasing and must follow exactly the format of the letter attached as Exhibit B. It must be signed by the same authorized individual representative who signed the Acord form. Both the certificate of insurance and the letter must be signed by the same authorized representative. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.
The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The Contractor shall submit with the proposal the signed, original “Insurance Procedure” form, page 14, 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 15, shall be completed and included with the proposal.

**VENDOR SIGNATORY FORM**

The “Vendor Information & Signatory Form”, pages 16-17, shall be completed and included with the proposal.

**FORMAT FOR THE SUBMISSION OF PROPOSALS**

Proposals submitted shall be organized in the following format, with all sections included in the order indicated. Any deviation from the instructions, missing, and/or incorrect information may disqualify the Respondent.

1. **Letter of Interest:** Letter of interest (maximum of 3 pages) to the Purchasing Department. Include a brief history of the firm, firm’s experience in the skilled nursing facility field, firm’s ability to perform the work, and understanding of the project.

2. **Proposal:** Detailed description of the proposed transaction(s). Submit the proposed terms of the arrangements whereby the Respondent will take over the ownership and management of TNW. This should include any proposed changes to the contracts, legal relationships and licenses to which TNW is a party, such as collective bargaining agreements, vendor contracts, licenses from governmental authorities, debt agreements, and land covenants, among others. It should also indicate the financial consideration, present and/or future, for the proposed transaction and the ongoing contractual requirements of each party.

3. **Firm History:** Name of firm, and location of principal and branch offices, length of time in business, size of firm/staff, recent financial statements and brief history.

4. **Corporate and Professional Licenses:** The qualified organizations must provide licenses to operate a Skilled Nursing Facility, as needed.
5. **Management Team:** Qualifications shall be included for the senior management team.

6. **Experience:** Submit a separate description of projects or management experience which demonstrate your organization’s experience in management of businesses similar in size and scope to TNW. The most recent project should be listed first.

   For each project the following information should be clearly indicated:
   - Name and location of the project
   - Financial parameters of the project
   - Indication of quality of care achieved
   - Governance and ownership structure of the project

7. **References:** Include the name, title, and contact information of the owner and the responsible Executive for each of the projects that were referenced in the previous section.
EVALUATION PROCESS

All responsive proposals received shall be graded by the Evaluation Committee using the following criteria:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>MAXIMUM POINTS</th>
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<tbody>
<tr>
<td>1. Level of experience of the organization and the expertise of management and staff</td>
<td>10</td>
</tr>
<tr>
<td>2. Corporate and Connecticut Licenses</td>
<td>5</td>
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<tr>
<td>3. Cultural “fit” with TNW, especially regarding relations with employees</td>
<td>10</td>
</tr>
<tr>
<td>4. Financial strength of the organization</td>
<td>15</td>
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<tr>
<td>5. Distinctive competitive advantages such as unique prior experiences and/or business relationships, specialized knowledge, service quality awards, certifications, etc.</td>
<td>10</td>
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<tr>
<td>6. Relevant prior experience, especially experience of the quality of care for nursing residents, and experience through the COVID pandemic</td>
<td>20</td>
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<tr>
<td>7. Structure of the transaction or contractual arrangements with the Town of Greenwich</td>
<td>20</td>
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<tr>
<td>8. Expected cost</td>
<td>10</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
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The Evaluation Committee (8 members) will read and grade (privately and individually) all responsive proposals based on the Evaluation Criteria. The Respondents will be ranked by the Purchasing Department based on the Evaluation Committee’s scores. The highest ranked Respondents will be identified as finalists.

The finalists may be interviewed by the Evaluation Committee. The interviews/presentations will be graded, and the finalists will be ranked based on the grades received.

The financial strength of the highest ranked finalist(s) and the results of reference checks may also be considered during any stage of the evaluation process.

If the Town issues an award for this RFP, the highest ranked finalist will receive the award.

The Town may select individuals to 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 #7568  DEADLINE: 12/15/2020  DUE: 11:00 AM
MANAGEMENT SERVICES FOR THE NATHANIEL WITHERELL
REPLY SHEET (Page 1 of 4)

Respondent shall complete and submit the Reply Sheets with the proposal.

FEE STRUCTURE
Respondent shall submit a fixed fee structure for the services provided. Any travel expenses associated with these services shall be incorporated in the fixed fees.

EXCEPTIONS
Respondent shall indicate below all exceptions being taken to the language of this Request For Proposal, terms, and/or to the contract format. Respondents may be disqualified from consideration if raised exceptions are not reconciled to the satisfaction of the Town.

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Respondent’s Company: ____________________________________________________________

Respondent’s Authorized Signature: ________________________________________________
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7568  DEADLINE: 12/15/2020 DUE: 11:00 AM
MANAGEMENT SERVICES FOR THE NATHANIEL WITHERELL
REPLY SHEET (Page 2 of 4)

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’S INFORMATION:

COMPANY NAME ____________________________________________
ADDRESS ________________________________________________
__________________________________________________________
__________________________________________________________

TELEPHONE # ______________________  FAX # ____________________
E-MAIL ADDRESS __________________________________________
WEB SITE ________________________________________________

AUTHORIZED SIGNATURE ___________________________________
PRINT NAME ______________________________________________
TITLE _____________________________________________________
STATE OF CT TAXPAYER ID # _________________________________
FEDERAL TAXPAYER ID # ________________________________
INCORPORATED IN THE STATE OF _______________________ Corporate Seal ☐ Yes ☐ No
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7568  DEADLINE: 12/15/2020  DUE: 11:00 AM
MANAGEMENT SERVICES FOR THE NATHANIEL WITHERELL
REPLY SHEET (Page 3 of 4)

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:

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.

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.

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:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

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TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7568  DEADLINE: 12/15/2020 DUE: 11:00 AM
MANAGEMENT SERVICES FOR THE NATHANIEL WITHERELL
REPLY SHEET (Page 4 of 4)

INSURANCE PROCEDURE FORM

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

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

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

STATEMENT OF RESPONDENT AND RESPONDENT’S AGENT/BROKER:

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

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

Respondent’s Company Name: ______________________________

Authorized Respondent’s Signature: ______________________________

Date: ______________________________

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

Authorized Agent/Broker’s Signature: ______________________________

Date: ______________________________
STATEMENT OF PROPOSING COMPANY'S QUALIFICATIONS

Company Name ________________________________________________________________

Address ____________________________________________________________________

____________________________________________________________________________

Phone Number ________________________________________________________________

When organized __________________________________________________________________

State of incorporation __________________________________________________________

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

Contracts now in hand (gross amount) __________________________________________

Company officers _____________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

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

☐ Yes  ☐ No

If so, please explain: ____________________________________________________________

____________________________________________________________________________

Proposer agrees prices will remain firm for _______ days.

AUTHORIZED SIGNATURE________________________________________________________

PRINT NAME_______________________________________________________________

TITLE________________________________________________________________________

TEL. NO._______________________________________________________________________

TAXPAYER IDENTIFICATION NO.______________________________________________
Vendor Name: ____________________________________________________________

Primary Business Address: _______________________________________________
Telephone: ___________________________ Fax: _____________________________
Email: _______________________________ Web Site: __________________________

Secondary Business Location (if any):

Business Address: _______________________________________________________
Telephone: ___________________________ Fax: _____________________________
Email: _______________________________ Web Site: __________________________

Business Address: _______________________________________________________
Telephone: ___________________________ Fax: _____________________________
Email: _______________________________ Web Site: __________________________

Type of Entity:   Corporation:   Type of Corp.:   LLC:   Sole Proprietorship:
Partnership:   Joint Venture:   __________
Other (please describe):___________________________________________________

1. CT State Business License Number (if applicable): _______________________
State Agency issuing license: ____________________________________________

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

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

________________________________________________
________________________________________________
________________________________________________

4. Has the entity changed its name within the past 3 years?
   YES ○       NO ○

5. If yes, provide former name(s): ________________________________________

6. Have there been any recent (within the last three years) changes in control/ownership, 2.21% of the entity?
   YES ○       NO ○

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

8. Have officers or principals of the entity ever had any license suspended or revoked (other than Driver's License) for any reason?
   YES ○       NO ○

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

10. Is the entity or has the entity, or any of its principals, officers, members or owners ever been a party to or involved in any US civil, criminal, antitrust violation, regulatory action, settlements, lawsuit or other legal action involving the Town of Greenwich or any other municipality in the States of CT or NY related to the vendor’s business activities?
   YES ○       NO ○
11. If the answer to question number 10 is 'yes', please explain below. (use a separate sheet of paper if necessary.)

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

12. Has any principal, officer, member or owner of the undersigned entity within the last three years been a principal, officer, member or owner of any entity that has filed for bankruptcy or been voluntarily or involuntarily dissolved?

YES ○ NO ○

13. Name and title of person completing I responsible for submission of this bid or contract and the responses to this questionnaire: ____________________________

14. Telephone number and email address for person identified in questions #13:

Phone No.: ____________________________ Email Address: ____________________________

15. If requested by the Town during the solicitation process, the vendor hereby agrees to provide the Town with copies of the most recent three (3) years of Loss History Reports for all lines of insurance coverage from its insurance carrier (as named herein) for all contracts and RFPs/RFQs/RFBs equal to or in excess of $250,000.

YES ○ NO ○

Name of Insurance Carrier: ____________________________
The loss history reports shall include claims data for all fifty US states; detail of each claim for the past three years for AL, GL, WC; and a summary page with the annual total claim amounts for the past three years for AL, GL, and WC.

16. Have any claims been made against the entity's performance bond? YES ○ NO ○

17. Please indicate whether your entity is currently debarred from doing business in the State of Connecticut or any other state.

YES ○ List of States: ____________________________________________ NO ○

18. Please indicate whether your entity has ever been convicted of OSHA violations.

YES ○ (Attach separate page(s) with explanation.) NO ○

With regard to item No.17 and 18, the vendor understands and agrees that it has a continuing obligation to inform the Town of any OSHA violation and if it is debarred from doing business in the State of Connecticut or any other State after it has submitted this Vendor Information Form. The Vendor understands and agrees that its obligation to keep the Town informed of any change in status continues up to and including the time of award of the contract and if vendor is awarded the contract, its obligation shall continue during the entire duration of the contract.

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

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

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

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<th>CUSTOMER</th>
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<th>CONTRACT ANNUAL AMOUNT</th>
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FAILURE TO COMPLETE THIS FORM OR FAILURE TO PROVIDE THE NECESSARY BACK UP INFORMATION FOR ANY QUESTION ON THIS FORM MAY RESULT IN DISQUALIFICATION.

Signature: ____________________________ Date: ____________________________
Print Name and Title: ____________________________
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 of Greenwich and Town of Greenwich d/b/a The Nathaniel Witherell as additional insureds. Contractor's insurance must be primary and non-contributory.
- **B.** Comprehensive Automobile Liability, with minimum coverages of $1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- **C.** Excess Liability, with minimum coverage of $5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- **D.** Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- **E.** Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of $1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- **F.** Other (Builder's Risk, etc.): __________________.
- **G.** CERTIFICATE HOLDER: TOWN OF GREENWICH

ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)

101 Field Point Road, Greenwich, CT 06830.

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the “Description of Operations” field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the “Description of Operations” field. A letter from the awarded vendor’s agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form. 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:  (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 and the Town of Greenwich d/b/a The Nathaniel Witherell have been endorsed as an additional insured under general liability policy no. [insert policy number], issued by [insert company affording coverage] to [name of insured];

(3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;

(4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and

(5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

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

Contract No.

THIS AGREEMENT made and entered into this _______ day of _______________ 2020, by and between the TOWN OF GREENWICH (hereinafter referred to as “Town”), acting herein by the undersigned official, and ________________________ (hereinafter referred to as “Contractor”), whose principal office is located at ___________________________________________ , acting herein by __________________________ its ___________________, hereunto duly authorized,

W I T N E S S E T H:

WHEREAS, the Town contemplates:

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

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

1. Describe services to be performed:

2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp. 1-7);
Exhibit A, Insurance Requirements & Certificate of Insurance (pp. XX-XX);
Other exhibit(s) (yes/no) entitled ____________________________ (pp. ______);
Other attachment(s) (yes/no) entitled ____________________________ (pp. ______);
for a total number of ______ numbered pages (hereinafter collectively referred to as “Contract”).
3. Any conflict between this Contract and any invitation to bid, request for proposal, bid or response to request for proposal shall be resolved in favor of this Contract, with the exception that any provision of an invitation to bid, request for proposal, bid or response to request for proposal, that is attached as an Exhibit to this Contract, which Exhibit provides for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

Dated at Greenwich, Connecticut, this _________ day of ______________ 2020.

Witnessed by:

________________________________________

________________________________________

Witnessed by:

________________________________________

________________________________________

THE TOWN OF GREENWICH

By _________________________ L.S.

Its _____________________________

THE CONTRACTOR

By _________________________ L.S.

Its _____________________________
STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF _______________________) ) ss:_______________
COUNTY OF_______________________

The foregoing instrument was acknowledged before me this ________day of ______________, by ____________________________________________
(name of person acknowledged)

Notary Public
My Commission Expires:

FOR A CORPORATION:

STATE OF _______________________) ) ss:_______________
COUNTY OF_______________________

The foregoing instrument was acknowledged before me this ________ day of ______________ 2020 by ____________________________________________
(name and title of officer/agent)
of ___________________________ a ____________________________
(name of corporation) State or place of incorporation
corporation, on behalf of the corporation.

Notary Public
My Commission Expires:
FOR A PARTNERSHIP:

STATE OF _______________________)  
COUNTY OF_____________________)  
ss:__________________________  

The foregoing instrument was acknowledged before me this ________day of ______________________, by_______________________________________________ acknowledging partner or agent partner (or agent) on behalf of _________________________, a partnership. name of partnership

________________________________________
Notary Public
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

STATE OF _______________________)  
COUNTY OF_____________________)  
ss:__________________________  

The foregoing instrument was acknowledged before me this ________day of ______________________, by_______________________________________________ name and title of position

________________________________________
Notary Public
My Commission Expires: