

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

NO.: 7958

ISSUE DATE: 06/16/2026

DEADLINE DATE: 07/07/2026

DEADLINE TIME: 11:00 AM

     REQUEST FOR BID

  X   REQUEST FOR PROPOSAL

PRE-PROPOSAL CONFERENCE: \_\_\_\_\_

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

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

RFB/RFP NAME: PROMOTIONAL TESTING ADMINISTRATOR FOR DEPUTY FIRE CHIEF

LOCATION: GREENWICH, CT

     PREQUALIFICATION

  X   STANDARDS/SPECIFICATIONS

  X   INSURANCE REQUIRED

**PLEASE NOTE:**

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Bidder is responsible for actual delivery of the bid/proposal sent by mail or commercial express service to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if Bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.

  
\_\_\_\_\_

Daniel Centofanti, Procurement Specialist

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. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7958    DEADLINE: 07/07/2026 AT 11:00 AM**

**PROMOTIONAL TESTING ADMINISTRATOR FOR DEPUTY FIRE CHIEF**

**BACKGROUND**

The Town of Greenwich Purchasing Department, on behalf of the Department of Human Resources and Fire Department, is seeking proposals for a Promotional Testing Administrator for the position of Deputy Fire Chief.

**SCOPE OF WORK**

The Town is seeking proposals to design and implement both a written exam that will be administered in-person, and an oral assessment center for Greenwich Fire Department personnel seeking promotion to the rank of Deputy Fire Chief. The selected Contractor will be responsible for the development and administration of the written exam and the oral assessment center. The Town is seeking the services to be provided in Fall 2026. The Town seeks a minimum of one week between the administration of the written exam and the oral assessment center. The recruitment will be done in conjunction with the Department of Human Resources, performing the job posting, candidate application collection, and email communications to candidates with regard to scheduling and score reporting. The Town anticipates that Contractors responding to this RFP will provide additional insight, if necessary.

**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.

**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.

**DELIVERY OF PROPOSALS**

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

**11:00 AM on Tuesday, July 7, 2026**

Proposals received after the due date and time will not be accepted and will be returned unopened to the Respondent. The Reply Sheets must be completed and returned with the proposal in a sealed envelope. Please clearly indicate **RFP #7958** 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](http://www.greenwichct.gov/bids)) up to 48 hours in advance of the proposal's due date and time. **It is the responsibility of the Respondent to check the Town's website for addenda, the Town will not provide notification.** If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change Specifications, Reply Sheets, and times/dates for pre-bid meetings as well as due dates/deadlines for questions and proposals.

## **FEDERAL, STATE, AND LOCAL LAWS**

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

## **ACCEPTANCE OF REQUEST FOR PROPOSAL CONTENT**

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

## **TAXES**

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

## **PAYMENTS**

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

## **PACKAGING**

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

## **CONTRACT FORMAT**

The Town of Greenwich has included as part of this Request for Proposal, **Exhibit B**, the Personal Service Contract format to be used for this procurement. To be considered by the Town, any Exceptions to the language included in the Town's Personal Service Contract format must be declared in the Exceptions area of the Reply Sheets. The Personal Service Contract shall be executed between the respondent and the Town after an award is issued.

## **CONTRACT TERM**

The initial term of the Contract shall be one (1) year. In addition, there will be four (4) one-year option years that may be engaged with the mutual consent of both parties, on an annual basis.

## **CANCELLATION OF AWARD/CONTRACT**

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

## **INDEMNITY**

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

## **MODIFICATION OR WITHDRAWAL OF PROPOSAL PRIOR TO DEADLINE**

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

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

After the Town is satisfied that a request to withdraw a proposal before the established deadline is valid, the proposal will be returned to the Respondent. The Respondent may then withdraw

completely from the bidding process or may modify the proposal and resubmit before the deadline.

### **MODIFICATION OR WITHDRAWAL OF PROPOSAL AFTER DEADLINE**

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

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

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

### **PROPOSAL COSTS**

The Respondent shall be responsible for all costs incurred in the development and submission of their proposal. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a Respondent, or the evaluation of an accepted proposal. The Town shall not be contractually bound until the Town and the successful Respondent 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 and Town of Greenwich d/b/a The Nathaniel Witherell 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 and Town of Greenwich d/b/a The Nathaniel Witherell 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 Director of Risk Management, 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, **included in the Reply Sheets**, 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", **included in the Reply Sheets**, shall be completed and included with the proposal.

#### **CONFIDENTIALITY/DISCLOSURE**

"Contractor" refers to all Bidders/Respondents submitting a bid/proposal.

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

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

possession which the Town believes are required to be disclosed pursuant to FOIA or other requirements as mandated by policy/law.

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

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

### **ISSUING AUTHORITY**

Mr. Daniel Centofanti, Procurement Specialist, is responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement shall be submitted in writing to Mr. Centofanti to the address below **by 11:00 AM on Tuesday, June 23, 2026:**

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

Email: [Daniel.Centofanti@GreenwichCT.gov](mailto:Daniel.Centofanti@GreenwichCT.gov)

### **PROPOSAL FORMAT**

The 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 #7958 – PROMOTIONAL TESTING ADMINISTRATOR FOR  
DEPUTY FIRE CHIEF”***

All proposals shall be addressed to:

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

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

### **PROPOSAL REQUIREMENTS**

#### ***Introduction***

- Provide an overview of the Respondent’s company, including evidence of being a qualified provider of Promotional Testing for Civil Service Exams.

- Provide an overview of current and prior experience in providing a Promotional Testing for Civil Service Exams; specifically related to Fire Services.

### ***Expertise***

- Describe specialized expertise, capabilities, and technical competence, demonstrated by the proposed approach and methodology to meet the Town's requirements.
- Provide a statement of any relevant and current licensure and certifications of the Respondent.
- Provide copies of all licenses and accreditations of staff that will be providing services to the Town of Greenwich.

### ***Capacity and Capability***

- Provide information about capability to design and administer an in-person written exam based on technical and non-technical job-related written material.
- Provide information about the ability to administer an appeal opportunity for candidates to appeal written exam questions after the administration of the written exam.
- Provide information about the capability to design and administer an oral assessment center for the position of Deputy Fire Chief.
- Provide information about with specifics on any online or other virtual capabilities in addition to in person testing.
- Provide details of any equipment that will be used to provide the services, and any equipment needed for testing administration.

### ***Ability to Customize Technical Approach***

- Provide information about the methodology for creating custom or semi-custom tests and assessments.
- Provide information on Respondent's ability to develop job-related exams that are legally defensible.

### ***Data Security & Regulatory Compliance***

- Provide information on Respondent's protocols for exam material security.
- Provide information on ability to maintain candidate privacy,
- Provide any relevant information on regulatory compliance, specifically with regard to relevant employment laws, and testing in a civil service environment.

**PRESENTATIONS**

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

**EVALUATION PROCESS**

The Town shall evaluate all proposals based on the information provided with the proposal. Proposals will be evaluated by the Evaluation Committee using the following criteria:

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
Expertise and Credentials	35
Capacity and Capability	30
Ability to Customize Technical Approach	25
Data Security & Regulatory Compliance	10
<b>TOTAL</b>	<b>100</b>

**EVALUATION COMMITTEE**

The Evaluation Committee’s members will read, and grade (privately and individually) all responsive proposals based on the evaluation criteria specified in this RFP. Each Respondent will be ranked based on the Evaluation Committee’s scores of the proposals. The Evaluation Committee shall select the finalist(s) to be interviewed.

The financial strength of the Respondents and the results of reference checks may also be considered during the Evaluation Process. In addition, exceptions raised by the Respondents (if any) will need to be reconciled to the mutual satisfaction of both parties prior to an award.

The Evaluation Committee shall recommend awarding the proposal submitted which is deemed to be in the best interest of the Town based on the Specifications of this RFP.

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 #7958    DEADLINE: 07/07/2026 AT 11:00 AM**

**PROMOTIONAL TESTING ADMINISTRATOR FOR DEPUTY FIRE CHIEF**

**REPLY SHEET (Page 1 of 6)**

**FEE STRUCTURE**

The Respondent shall submit a fixed fee structure for the services provided. Any travel expenses associated with these services shall be either incorporated into the fixed fees or provided in a separate itemized list. Reply Sheets 1 – 6 shall be completed and included with your proposal.

**REQUIRED:**

Promotional Exam Administration Cost

Total Lump Sum \$ \_\_\_\_\_

**RESPONDENT'S COMPANY NAME:** \_\_\_\_\_

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

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7958    DEADLINE: 07/07/2026 AT 11:00 AM**

**PROMOTIONAL TESTING ADMINISTRATOR FOR DEPUTY FIRE CHIEF**

**REPLY SHEET (Page 2 of 6)**

**PRICING IN OPTION YEARS**

Respondent shall indicate below if pricing may either increase or decrease in the optional years of the Contract:

\_\_\_\_\_ Yes, pricing may increase or decrease in the optional years.

\_\_\_\_\_ No, pricing will not increase or decrease in the optional years.

If pricing may increase or decrease in the optional years, Respondent shall indicate below the maximum percentage of the potential increases or decreases for each optional year.

Optional Year	Maximum Price Increase	Maximum Price Decrease
1	%	%
2	%	%
3	%	%
4	%	%

**EXCEPTIONS**

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

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**RESPONDENT'S COMPANY NAME:** \_\_\_\_\_

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

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7958    DEADLINE: 07/07/2026 AT 11:00 AM**

**PROMOTIONAL TESTING ADMINISTRATOR FOR DEPUTY FIRE CHIEF**

**REPLY SHEET (Page 3 of 6)**

**STATEMENT OF NON-COLLUSION**

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

**CODE OF ETHICS**

In submitting this bid/proposal, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Greenwich employee or officer to violate the Town of Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract, and b) if an elected or appointed official or any person in the employ of the Town has a direct or indirect interest in Vendor or any supplier or Subcontractor expected to be involved with the contract, such person or entity is in compliance with the safe harbor procedures established by the Town of Greenwich Board of Ethics or has received an advisory from the Town's Board of Ethics with respect to such involvement. Bidders are hereby notified that the Town's Code of Ethics' definition of a Town Officer includes outside consultants to and agents of the Town in addition to elected and appointed officials and Town employees. The full Code of Ethics can be found on the Town website <https://www.greenwichct.gov/682/Board-of-Ethics>.

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

Relevant provisions of the Town's Code of Ethics are:

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

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

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

**By signing below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Code of Ethics statements contained herein and confirms compliance with the contents:**

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

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

**RESPONDENT'S COMPANY NAME:** \_\_\_\_\_

TOWN OF GREENWICH, CT

**REQUEST FOR PROPOSAL #7958    DEADLINE: 07/07/2026 AT 11:00 AM**

**PROMOTIONAL TESTING ADMINISTRATOR FOR DEPUTY FIRE CHIEF**

**REPLY SHEET (Page 4 of 6)**

**RESPONDENT INFORMATION:**

**RESPONDENT'S COMPANY NAME** \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

**AWARD/CONTRACT SIGNATURE**

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

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

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7958    DEADLINE: 07/07/2026 AT 11:00 AM**

**PROMOTIONAL TESTING ADMINISTRATOR FOR DEPUTY FIRE CHIEF**

**REPLY SHEET (Page 5 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Respondent agrees prices will remain firm for \_\_\_\_\_ days.

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

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

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

**TEL. NO.** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NO.** \_\_\_\_\_

**TOWN OF GREENWICH, CT**

**REQUEST FOR PROPOSAL #7958    DEADLINE: 07/07/2026 AT 11:00 AM**

**PROMOTIONAL TESTING ADMINISTRATOR FOR DEPUTY FIRE CHIEF**

**REPLY SHEET (Page 6 of 6)**

**INSURANCE PROCEDURE FORM**

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

The Respondent shall forward the Insurance Requirement Sheet (Exhibit A) to the Respondent's insurance Agent/Broker ("Agent/Broker") upon receipt of the RFB/P 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 RFB/P. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected. Any EXCEPTIONS to this form and/or signatures must be declared on the Reply Sheets to be considered.

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

The Respondent and the Agent/Broker have read the insurance requirements for this project. The Agent/Broker is a duly licensed insurance agent under the laws of the State of \_\_\_\_\_. We confirm that we are willing and able to document the required levels of coverage as the Town of Greenwich, CT has specified. The Agent/Broker is an authorized representative of all companies which will be affording coverage for Contract to be awarded pursuant to this RFB/P. The bid/proposal pricing submitted reflects all insurance costs for this project.

The Agent/Broker confirms that Respondent's General Liability policy meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01 or CG 00 01 04 13, including contractual liability.

The Respondent and Agent/Broker confirm that 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.

If awarded this Contract, the insurance documentation shall be submitted to the Town of Greenwich, CT within ten (10) days after the date of the award of the Contract. The documentation will be in the form of an Acord for which the Agent/Broker will confirm that the policies have been issued to the insured in the amounts stated and for the periods indicated.

Respondent's Company Name: \_\_\_\_\_  
Authorized Respondent's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Respondent's Insurance Agent/Broker's Company Name: \_\_\_\_\_  
Authorized Agent/Broker's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### Insurance Requirement Sheet

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

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

- A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 Aggregate and \$1,000,000 per occurrence including:
- 1. Commercial General Liability which meets or exceeds the coverage in Commercial General Liability ISO Form CG 00011001 or CG 00010413, including contractual liability.
  - 2. Town of Greenwich as additional insured. Contractor's insurance must be primary and non-contributory – and stated as such in the Description of Operations section of the Acord form.
  - 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- C. Excess Liability, with minimum coverage of \$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: \_\_\_\_\_.
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH**  
**ATTN: PURCHASING DEPT. (Also indicate on Acord Certificate of Insurance)**  
**101 Field Point Road, Greenwich, CT 06830.**

**The Description of Operations on the Acord certificate of insurance must state the Project Name, the Contract Number and the following:** "Town of Greenwich is additional insured, Contractor's insurance is primary and non-contributory, General Liability coverage meets or exceeds the coverage in Commercial General Liability ISO Form CG 00 01 10 01, or CG 00 01 04 13, including contractual liability. Town of Greenwich will be given 30 days prior written notice of cancellation, lapse or restrictive amendment (except 10 days notice of non-payment) of the policies listed on the Acord form."

The Acord certificate of insurance form must be executed by your insurance agent/broker. The most current Acord form should be used. Company name and address must conform on all documents including insurance documentation. List the individual insurance companies, rather than the insurance group, on the Acord form. Check the appropriate box to indicate Town of Greenwich as endorsed as an additional insured. 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 Director of Risk Management, 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.

**PERSONAL SERVICE CONTRACT**

**Contract No.**

THIS AGREEMENT made and entered into this day of \_\_\_\_\_, 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. Town and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

WHEREAS, the Town contemplates:

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

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

1. Describe services to be performed:
  
2. Describe method and terms of payment:
  
3. 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 the "Contract."

4. Any conflict between this Agreement and any invitation to bid, request for proposal, bid or response to request for proposal, including any accompanying addenda, shall be resolved in favor of this Agreement, with the exception that any provision in any invitation to bid, request for proposal, bid or response to request for proposal, including any accompanying addenda, that is attached as an exhibit to this Agreement, which exhibit provides for a higher standard of obligation of service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Contract.

5. 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.

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

7. Town shall designate in writing a person to act as the Town's representative with respect to the work to be performed under this Agreement. The Town's designated representative shall have complete authority to transmit instructions, receive information, interpret, and define the Town's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

8. 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.

9. 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.

10. The Contractor shall not assign this Contract without prior consent of the Town in writing.

11. 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.

12. 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 herein, 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.

13. 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.

14. 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.

15. 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.

16. 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. 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.

17. 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. If the professional liability insurance procured by the Contractor provides coverage on a "claims made" basis, the Contractor agrees to maintain said insurance for as long as a claim may legally be made for errors and omissions relating to the work performed under this Contract, provided the Consultant may seek a waiver of this maintenance from the Town's Risk Management Director, that will not be unreasonably denied, on grounds documented by its insurance agent/broker, that such insurance or tail coverage no longer remains commercially and reasonably available.

18. Contractor represents that it is authorized to do business in the State of Connecticut. Contractor agrees to comply in every respect with applicable Federal, State, and local laws, regulations, and ordinances. As per 28 CFR § 35.200, and as amended, all vendors/contractors shall comply with the Web and Mobile Accessibility Requirements as applicable.

19. 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, and agents, and Contractor, its employees, and agents. Contractor assumes exclusive 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. Contractor, its employees, and its agents, shall not hold itself out in any manner as being anything but an independent contractor of the Town, and may not use the Town name or the Town seal for any purpose and in any manner without the express permission of the Town.

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

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

21. No person, firm, or corporation, other than the Contractor, who signed this Agreement, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for, or arising out of, or relating to, or by reason of the Work, or for or on account of any act or neglect of the Town, or of any agent of the Town, or of any other person, arising out of, relating to, or by reason of the Work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

22. The Town may, at any time, retain from any moneys which would otherwise be payable hereunder, so much thereof, as the Town may deem necessary to complete the Work hereunder, and to reimburse it for all costs, expenses, losses, and damages chargeable to the Contractor hereunder.

23. It is agreed that this is an entire contract for one whole and complete Work or Result, and that neither the Town's entrance upon or use of the Work, or any part thereof, nor any partial payments by the Town, shall constitute an acceptance of the Work or any part thereof, before its entire completion and final acceptance.

24. 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.

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

26. If any provision of this Contract is declared or found to be prohibited, unenforceable or void, the Parties will negotiate in good faith to agree upon a substitute provision that is valid, binding, and enforceable, and is consistent with the intentions underlying the original provision. If the Parties are unable to agree upon such substitute provision, the original provision will be stricken. If the remainder of this Contract is not materially affected by

such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

27. This Contract, including any referenced Exhibits, constitutes the entire contract between the Parties. No modification, amendment, or waiver of any provision of this contract will be effective unless in writing and signed by both parties hereto.

28. No delay or failure by either Party to exercise any right or power under this Contract will constitute a waiver of that right, unless expressly provided otherwise herein. A waiver by any Party of any of the covenants, conditions, or agreements to be performed by the other Party, or any breach thereof, will not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained. No change, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

29. Contractor acknowledges that Town is subject to the Connecticut Freedom of Information Act ("FOIA"). No information provided to Town by Contractor or any Subcontractor, shall be considered confidential, irrespective of any representation to the contrary, with the exception of the provisions contained in C.G.S. §1-210(b). The Town shall have full authority as to whether it will invoke an exemption to a FOIA request. Contractor agrees that they will comply with any and all FOIA requests placed upon the Town that involve this Contract and any work conducted in relation thereto. In no event shall Town have any liability for the disclosure of documents or information in its possession which Town believes it is required to disclose pursuant to FOIA or any other law.

30. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile, email or other electronic transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person. The Parties may affix their signatures electronically to this Agreement by typing their names on the signature lines below ("Electronic Signature"). A Party who executes this Agreement by Electronic Signature agrees that such signature is the legal equivalent to a hand-written signature on this Agreement, which shall have the same binding legal effect as if the Party had personally signed his or her name to paper.

Dated at Greenwich, Connecticut,

This day of \_\_\_\_\_ .

**THE TOWN OF GREENWICH**

\_\_\_\_\_  
**Name, Title**

\_\_\_\_\_  
**Date**

**CONTRACTOR**

\_\_\_\_\_  
**Name, Title**

\_\_\_\_\_  
**Date**