

Town of Glastonbury
Professional Service Procurement Notice

Fitness Program Provider

RPGL-2010-16

The Town of Glastonbury will be selecting a fitness program provider to supply professional services needed for the instruction of Senior and Adult fitness programming. Proposals must be submitted to the office of the Purchasing Agent, Town Hall (second level), 2155 Main Street, Glastonbury, CT 06033 no later than Tuesday, September 15, 2009 at 11:00 a.m.

LATE PROPOSALS WILL NOT BE CONSIDERED. COPIES OF THE PROPOSAL ARE AVAILABLE ON THE TOWN'S WEBSITE AT www.glastonbury-ct.gov.

Mary F.Visone, Purchasing Agent

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Town of Glastonbury

Instructions for Qualification Statement

Fitness Program Provider

RPGL-2010-16

Section I. General Information

1. Introduction:

The Town of Glastonbury currently offers a variety of fitness programs including Senior Fitness, Pilates, Adult Exercise, Zumba and new programs for the residents of the Town of Glastonbury. The program is designed to help participants maintain a healthy lifestyle. Participants are encouraged to go at their own pace and not to exceed their own physical limitations. The Town is accepting proposals and is interested in hiring a private contractor(s) to provide fitness instructors for these programs on a Contractual basis.

It is the intent of the Town to select to the extent possible, one firm or company to provide all the fitness programming. The Town does, however, reserve the right to award more than one contract and to award portions of its fitness program to different vendors should the Town deem that approach to be in its best interest.

2. Minimum Requirements

- Instructors must minimally have an Associates Degree in Health / Fitness Field or a valid certification from a nationally recognized fitness organization as well as hold a valid CPR certification from the American Red Cross or American Heart Association.
- Consultant shall demonstrate sufficient staff resources, either in-house or through sub-consultants, that would be available to assist the Town with the stated Scope of Services.
- Consultant shall demonstrate experience with similar services within the past three (3) years.
- The Contractor must also provide Instructor information including name, address, phone number, email address and credentials/certifications.

The Town reserves the right to approve or disapprove of an Instructor that does not meet the minimum requirements.

3. Evaluation Criteria

The following factors will be considered by the Town when evaluating proposals.

- Accuracy, overall quality, thoroughness and responsiveness to the Town's requirements as summarized herein.
- Demonstrated understanding of the Scope of Services.
- The qualifications and experience of the firm and the designated account representative and other key personnel to be assigned to the account.
- Demonstrated successful performance on other municipal and/or corporate accounts.
- Overall approach to providing the consultant services requested.
- Familiarity and experience with Fitness Instruction Programs.

Following review and evaluation of proposals, the Town reserves the right to request certain additional information. Based on review and rating of proposals, a short list of respondents will be invited to interview with the Town's Selection Committee. Respondents are advised that interviews of the top rated firms will be held the week of September 21, 2009.

The Town Selection Committee will consist of the Director of Parks & Recreation, the Recreation Program Coordinator, the Public Health Nurse, the Director of Physical Education and a recreation professional from a neighboring municipality.

Based on the results of the interview process, the Director of Parks and Recreation or his designee(s) will review Scope of Services, fee structure, and other factors with the top rated firm(s) and negotiate a specific agreement based on these discussions.

4. Term of Service

The selected Fitness instructor will be expected to commence services on or before January 1st 2010 subject to contract execution. The term of the contract is expected to be for an initial term of three (3) years with the option to renew for prescribed periods.

The Town of Glastonbury reserves the right to cancel this agreement at any time should any of the following conditions exist:

- Funds are not appropriated to allow continuance of this contract
- The Town, through changes in its requirements or method of operation, no longer has a need for this service
- The Town is not satisfied with the level of services provided under the contract or the contractor fails to comply with any terms and conditions outlined in the contract.

Section II. Scope of Services

While the exact scope of services is subject to negotiation, the selected Fitness Instructor is expected to provide the general professional services and dedicated personnel to perform the following:

1. Specific Services

a. Program Scope:

The Contractor shall provide qualified instructors for the Town's Senior Fitness, Pilates, Zumba and Adult Exercise classes. Classes for these programs are scheduled Monday – Friday, at various times of the day.

It is the intent of the Town to select to the extent possible, one firm or company to provide all the fitness programming. The Town does, however, reserve the right to award more than one contract and to award portions of its fitness program to different vendors should the Town deem that approach to be in its best interest.

b. Provider Services:

The fitness provider shall serve as an Independent Contractor that will provide fitness instructors for the Town of Glastonbury's Senior Fitness, Pilates, Adult Exercise, Zumba and new Fitness programs. It is the Contractor's responsibility to make sure that Instructors are equipped with the proper materials to conduct the class (i.e. sound system, floor mat.) The Town will provide a first aid kit. The Contractor must provide a suitable replacement for any instructor the Town deems unacceptable. The Contractor will also be responsible for making sure that all necessary reports and paperwork are submitted to the Town within the designated time table.

c. Program Coordination:

The Contractor shall work closely with the Parks & Recreation Department staff throughout the term of the contract. The Town will provide the Contractor with the facility for the implementation of the program and will make a reasonable effort to make up cancelled classes due to weather and other unforeseen circumstances that may arise. The Senior Fitness Exercise and Adult Exercise class meets three days a week. The Senior Fitness class meets in the morning with the Adult Exercise program meeting in the evening. The Pilates and Zumba program meet two days a week and is held in the evenings. The new fitness programs could meet at any day or time during the week based on the setup of the program. The Town will develop a schedule of classes that will be included in the Parks & Recreation program brochures that are mailed to residents in the fall, winter/spring and summer. The Contractor will be mailed a schedule prior to the printing of the brochure.

2. Insurance

The Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Consultant and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Consultant's Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Consultant's Certificate of**

Insurance. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage:
Per Accident \$1,000,000

4) Professional Services Liability Policy

- Provide Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The Town, its employees and agents shall be named Additional Insured for this specific Project. The certificate shall specify that the Town and Board of Education shall receive 30 days advance written notice of cancellation or non-renewal specific to this Project.
- The Consultant agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the Project.

The Consultant shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The Consultant shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Consultant shall provide the Town copies of any such Policies upon request.

Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and the Board of Education and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Consultant's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Consultant, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Consultant to perform or furnish either of the services, or anyone for whose acts the Consultant may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Consultant, by any person or organization directly or indirectly employed by Consultant to perform or furnish any of the work, or by anyone for whose acts Consultant may be liable, the indemnification obligation stated herein shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Consultant under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded respondent are subject to final negotiations.

3. Payment Terms

The Contractor will submit biweekly invoices for services rendered in the preceding two-week period. Upon receiving the invoice for services rendered, the Town shall make payment to the Contractor within (21) twenty-one days. The Contractor shall promptly pay each subcontractor upon receipt of payment from the Town. There shall be no payment for classes scheduled but not taught.

Section III. Submission of Proposal

1. Proposal Instructions

By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFP and you are capable of performing the work to achieve the Town's objectives.

All firms are required to submit an original and six (6) copies of their proposal to Mary F. Visone, Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033, by Tuesday, September 15, 2009 at 11am. All proposals will be opened publicly and recorded as received. Proposers may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked:

**SEALED REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES PROCUREMENT NOTICE
FITNESS PROGRAM PROVIDER
RPGL-2010-16
DATE - Tuesday, September 15, 2009
TIME - 11:00 A.M.**

All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein. Using the enclosed materials, including a sample agreement, the fitness provider should prepare a proposal which contains the following:

- a. Table of Contents to include clear identification of the material provided by section and number.
- b. A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.
- c. A statement demonstrating understanding and your capability of providing required services.
- d. Background statement on who the provider is, discipline capabilities, principals, staff availability and location.
- e. Qualifications and position of the provider and those individuals who will be assigned to the program.
- f. List of similar programs and reference names and addresses and phone numbers worked on within the last five years.
- g. Short description of your approach to meeting the needs of the Town.
- h. General description of approach to professional fees. Actual fee proposal is not required.
- i. A concluding statement as to why the respondent is best qualified to meet the needs of the Town.
- j. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003. Respondent shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP). The selected Respondent will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**. If the Respondent does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.

- k. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Respondents are encouraged to submit RFP responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the RFP for review. All proposal pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the proposal contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.
- l. Any technical questions regarding this RFP shall be made in writing and directed to Elizabeth A. Gray, Recreation Program Coordinator, Glastonbury Parks & Recreation Department (860) 652-7697. For administrative questions concerning this proposal, please contact Mary F. Visone, Purchasing Agent at (860) 652-7588. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.glastonbury-ct.gov (Upon entering the website click on Bids & RFPs). **It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.**

2. Evaluation & Selection Process

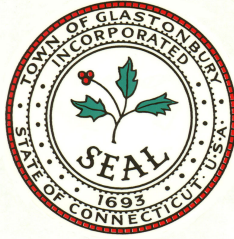
This request for proposal does not commit the Town of Glastonbury to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request for proposal become the property of the Town of Glastonbury. The Town of Glastonbury reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period, or to cancel in part or in its entirety the request for proposal, and to waive any informality if it is in the best interests of the Town to do so.

Proposals and qualifications statements will be reviewed to determine a short list of individuals or firms to be invited for interview. Based on results of the interview process, selected firms will be asked to submit a detailed fee proposal based on a specific scope of services.

3. Timeline

Below is the Town's timeline. The Town intends to adhere to this schedule as closely as possible but reserves the right to modify the schedule in the best interest of the Town as required.

Publicize RFP	Wednesday, August 19, 2009
RFP Due Date	Tuesday, September 15, 2009 by 11 am
Shortlist of Proposals Received	Friday, September 18, 2009
Interviews with Top Respondents	The Week of September 21, 2009
Fee Proposal and Scope of Services	October 16, 2009
Contract Effective Date	January 1, 2010



TOWN OF GLASTONBURY

PROPOSAL **RPGL # 2010-16**
DATE ADVERTISED August 19, 2009 **DATE/ TIME DUE** September 15, 2009
by 11 AM

DESCRIPTION **PROFESSIONAL SERVICES PROCUREMENT NOTICE**
FITNESS PROGRAM PROVIDER

Insert this completed form in respondent's proposal

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I / We are selected. Yes _____ No _____ *

*Agent is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Agent has not agreed to the above statement.

The Respondent acknowledges receipt of the following Addendums:

Addendum #1 _____ Date: _____
Addendum #2 _____ Date: _____
Addendum #3 _____ Date: _____

Type or Print Name of Individual	Doing Business as (Trade Name)
Signature of Individual	Street Address
Title	City, State, Zip Code
Date	Telephone Number / Fax Number
E-mail Address	SS # or TIN#

AGREEMENT made this _____ day of _____ 2009, by and between the TOWN OF GLASTONBURY, a municipal corporation having its limits and boundaries within the county of Hartford and State of Connecticut (hereinafter referred to as the "Town") and _____, having an office and principal place of business in _____ (hereinafter referred to as the Contractor). WITNESSETH, that for and in consideration of the promises, agreement, and mutual covenants hereinafter set forth, the Town hereby retains the Contractor, and the Contractor hereby agrees to serve as the Town's professional provider of Instructors for the Senior Fitness class, Pilates class, Adult Exercise, Zumba and some new programming.

Scope of Services

The Contractor shall provide qualified instructors for the Town's Senior Fitness, Pilates, Adult Exercise, Zumba classes, as well as some new programming. Classes for these programs will be scheduled year round (Fall/Winter and Spring/Summer sessions) Monday thru Friday, at various times of the day.

Payment Terms

The Town shall pay the Contractor at the rate of \$_____ per class taught for the Senior Fitness program, \$_____ per class for Adult Exercise program, and \$_____ per class for the Pilates and Zumba program. The Contractor shall submit biweekly invoices for services rendered in the preceding two-week period. Upon receiving and approving an invoice for services rendered the Town shall make payment to the Contractor within (21) days. To the extent possible, the Town will endeavor to make payment of approved invoices within ten (10) days.

The Contractor shall promptly pay each subcontractor upon receipt of payment from the Town, out of the amount paid to the Contractor on account of such subcontractor's portion of the work. There shall be no payment paid for the classes scheduled but not taught.

Insurance

The Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Consultant and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Consultant's Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Consultant's Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage:
Per Accident \$1,000,000

4) Professional Services Liability Policy

- Provide Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The Town, its employees and agents shall be named Additional Insured for this specific Project. The certificate shall specify that the Town and Board of Education shall receive 30 days advance written notice of cancellation or non-renewal specific to this Project.
- The Consultant agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the Project.

The Consultant shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The Consultant shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Consultant shall provide the Town copies of any such Policies upon request.

Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and the Board of Education and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Consultant's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Consultant, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Consultant to perform or furnish either of the services, or anyone for whose acts the Consultant may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Consultant, by any person or organization directly or indirectly employed by Consultant to perform or furnish any of the work, or by anyone for whose acts Consultant may be liable, the indemnification obligation stated herein shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Consultant under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded respondent are subject to final negotiations.

Contractor's Responsibilities

Contractor hereby agrees to furnish the following services:

- A) The relationship of the Contractor to the Town shall be solely that of independent Contractor, and nothing herein contained shall be construed as creating any other relationship. The Contractor acknowledges and agrees that it is experienced in the services that it is required to perform hereunder and that the Town is relying on it to impart that experience in the performance of its duties hereunder.

The Contractor shall provide instructors for the Senior Fitness, Pilates, Adult Exercise, Zumba and some new programming according to the schedule as developed by Parks and Recreation. The schedule will be provided to the awarded respondent prior to the start of each session. Classes are one hour in length. Instructors shall report to the site fifteen (15) minutes prior to the start of class and shall remain on site fifteen (15) minutes after the end of class. This time is used for class preparation and interaction with program participants.

- B) The Contractor shall provide carefully selected instructors that meet the following minimum qualifications:
 - 1) Associates Degree in Health / Fitness Field or a valid certification from a nationally recognized fitness organization.
 - 2) Instructors must hold a valid CPR certification from the American Red Cross or American Heart Association.
- C) The Contractor shall provide instructor information including but not necessarily limited to name, address, phone number, and copies of credentials / certifications. The Town reserves the right to approve or disapprove any or all of the Instructors that do not meet the minimum qualifications or are otherwise unacceptable to the Town. It is the Contractor's responsibility to submit instructor's qualifications to the Town for review and action at least seven (7) day prior to being assigned to conduct a class for the Town except in the instance that extenuating circumstances are present.
- D) The Contractor shall be responsible for providing instructors that are equipped with the materials needed for class including but not limited to, sound equipment (Boom Box), pens / pencils, exercise mats, etc.

- F) The Contractor shall be responsible for properly maintaining a first aid kit which shall be provided by the Town. The Contractor shall have the first aid kit on site and readily available during all classes.
- G) It shall be the responsibility of the Contractor to provide the Town with a qualified replacement instructor for any instructor deemed unqualified or unsatisfactory by the Town.
- H) The Contractor shall be responsible for required reports including but not necessarily limited to daily attendance, distribution and collection of waiver forms.
 - 1) The Contractor shall provide the Town and the Instructor with a Medical Information form of their own design that shall be approved by the Town. Instructors shall not allow any person to participate in class that has not submitted a Medical Information form.
 - 2) The Contractor shall provide the Town and the Instructor with an Emergency Action plan that covers medical emergencies, and evacuation procedures that shall be approved by the Town.
 - 4) The Contractor shall also be responsible to submit copies of waiver forms and medical forms to the Town no later than six (6) classes following the start of the class.
 - 5) The Contractor shall submit attendance sheets within three (7) days of completion of the program and at other times as may be required by the Town.
- I) The Contractor shall submit contact and topic information to the Town fourteen (14) days prior to a speaker or vendor appearance and must be approved by the Town.

Town's Responsibilities

The Town agrees to accept responsibility for the following:

- A) The Town shall provide the Contractor with a written schedule of dates and times for the Senior Fitness, Pilates, Adult Exercise, Zumba and any new programs that are scheduled.
- B) The Town shall provide a facility for the class that has adequate space for the number of participants enrolled.
- C) The Town shall be responsible for the registration of all individuals participating in the class and shall provide the Contractor with a class roster prior to the start of the program.
- D) The Town shall advertise the class through the Parks and Recreation Department's seasonal brochure and by other means deemed appropriate.
- E) The Town shall provide the Contractor with a first aid kit for the class, and shall replenish the first aid kit on an as needed basis after having been advised by the Contractor of supplies needed.
- F) The Town shall be responsible for all cancellations of the class, be it due to inclement weather or other seen and unforeseen occurrences deemed appropriate by the Town.

- G) If classes are canceled, the Town shall make a reasonable effort to select a date and location for the make-up classes.
- H) The Town reserves the right to approve or disapprove any or all instructor's that can not meet the minimum qualifications or are otherwise unsatisfactory to the Town. It shall be the responsibility of the Contractor to submit Instructors qualifications to the Town for review at least seven (7) days prior to being assigned to conduct a class for the Town, except in the instance where extenuating circumstances are present.
- I) The Town shall conduct program evaluations for all classes the Contractor provides services for, and provide all materials needed to do so.

Town Representative

The Town will be represented by:

Elizabeth A. Gray, Recreation Program Coordinator
Glastonbury Parks & Recreation Department
2155 Main Street Glastonbury, CT 06033
Phone Number - 860-652-7697
Fax Number – 860-652-7691
Email – liz.gray@glastonbury-ct.gov

All communications with regards to this Agreement shall be directed to the Town's Representative with a carbon copy directed to:

Mr. Raymond Purtell, Director of Parks & Recreation
2155 Main Street,
Glastonbury, CT 06033
Email: ray.purtell@glastonbury-ct.gov

Contractor's Representative

The Contractor will be represented by:

All communications with regards to this Agreement shall be directed to the Contractor's Representative.

Termination for Cause

The Town may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement; provided that the Town shall give the Contractor written notice specifying the Contractor's failure. If within fourteen (14) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Town may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Connecticut law to terminate for cause upon the failure of the Town to comply with the terms and

conditions of this Agreement; provided that the Contractor shall give the Town written notice specifying the Town's failure and a reasonable opportunity for the Town to cure the defect.

Termination for Convenience

The Town may terminate the Agreement at any time by giving fourteen (14) days written notice to the Contractor. The Contractor shall be entitled to payment for delivered services, to the extent that work has been performed satisfactorily.

Taxes

Contractor agrees that the responsibility for payment of taxes from the funds received under this Agreement and shall be Contractor's obligation.

Term of Agreement

The term of the agreement is expected to be for an initial term of three (3) years with the option to renew for prescribed periods. This agreement shall be executed on January 1, 2010 and shall terminate on December 30, 2012.

If not in default and subject to the provisions of the agreement the Contractor and the Town shall have the option to renew the contract by mutual agreement annually.

Ownership

All records, reports, documents and other material delivered or transmitted to the Contractor by the Town shall remain the property of the Town, and shall be returned by Contractor to the Town, at the Contractor's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of services contracted for herein shall become the property of the Town, and shall, upon request, be returned by the Contractor to the Town, at the Contractor's expense, at termination or expiration of this contract.

Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, , the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals on the day and year first above mentioned.

WITNESS

For the Town:

By: _____

Title: _____

For the Contractor:

By: _____