

**ANSONIA PUBLIC SCHOOLS
REQUEST FOR PROPOSALS**

**FOR LIABILITY, AUTOMOBILE, PROPERTY AND WORKERS' COMPENSATION
INSURANCE COVERAGES**

Ansonia Public Schools is soliciting written competitive bids from Qualified Agents as well as Direct Writers for Liability, Automobile, Property and Workers' Compensation Insurance Coverage.

SEALED BIDS will be received **until 3:00 p.m., Friday, May 26, 2017** at The Robert Zuraw Administrative Building, Ansonia Public Schools, 42 Grove Street, Ansonia, CT 06401, at which time they will be opened and read aloud. Bids received after this time will be considered informal and will be rejected. Specifications and bid documents may be obtained on the Ansonia Public School District's website <http://www.ansoniam.org>. The Ansonia Public Schools reserves the right to reject all bids or waive defects in same if it deems such to be in the best interest of the district.

It is the sole responsibility of the bidder to assure that the bid is received by the proper authority prior to the bid opening times.

No bidder may withdraw their proposal within sixty (60) days of the date of the bid opening.

Bidders may contact Lisa R. Jones, Business Administrator, at (203) 736-5095 or by email at LJones@ansoniam.org if there are any questions. Responses to all questions will be sent to all potential bidders who have obtained the bid specifications.

Date: Friday, May 5, 2017

Publish one (1) time in the New Haven Register under **Legals** on:

Saturday, May 6, 2017

Instructions

Request for Insurance Proposals

You are authorized to approach markets on behalf of the Ansonia Public Schools.

Attached is a copy of the Bid Specifications to be used in the marketing of the program. PLEASE FOLLOW CAREFULLY THE BID RULES CONTAINED IN THESE SPECIFICATIONS.

Note the sample coverage documents, including all relevant exclusions and endorsements must be provided. The bid proposal form is confirmation which you must complete and sign to identify all deviations from these specifications. Ansonia Public Schools will hold the agency/broker or insurer (if a direct writer) responsible for any damages resulting from coverage which is inconsistent with the specifications and which is not clearly noted in your proposal.

We appreciate your marketing efforts on behalf of Ansonia Public Schools.

Sincerely,

Lisa R. Jones
Business Administrator
Ansonia Public Schools
42 Grove Street
Ansonia, CT 06401
Telephone: (203) 736-5095

ANSONIA PUBLIC SCHOOLS GENERAL CONDITIONS AND INSTRUCTIONS

The general rules and conditions outlined below apply to all purchases authorized by the Ansonia Public Schools. The conditions outlined become a formal part of each invitation to bid unless otherwise specified. All bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk.

The terms and conditions outlined in the invitation to bid become part of the formal contract following award, unless specified otherwise.

CONDITIONS OF BIDDING

1. **PROPOSAL FORMS:** Bids are to be submitted only on those forms provided by Ansonia Public Schools Finance Office. The bidder shall maintain one (1) copy for his files and submit the *original signed forms in a sealed envelope clearly marked "BID PROPOSAL"*. Failure to do so will disqualify bid.
2. **LATE BIDS:** Formal bids, addendum's to bids or requests to withdraw a bid received after the date and time specified for opening will not be considered.
3. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written authorization only, and if withdrawal request is received prior to specified time of opening.
4. **MAILING OF BIDS:** All bids may be hand-delivered or mailed directly to The Robert Zuraw Administrative Building, Ansonia Public Schools, 42 Grove Street, Ansonia, CT 06401. Vendors are encouraged to allow sufficient time for mailing of bids. Ansonia Public Schools assumes no responsibility for postal delays.

All bids received will be stamped by date and time received by The Robert Zuraw Administrative Building. This date of receipt will prevail over postmark date.

Any addendum to a bid will be e-mailed or mailed out to all interested bidders, certified mail, return receipt.
5. **OPENING OF BIDS:** The bids will be opened publicly and read aloud. Vendors are welcome and are encouraged to attend bid openings.

Bid openings will be listed by vendor name, address and bid amount only. Bid tabulation will be done at a separate time following bid opening and will be available to interested vendors at a later time.
6. **BID COMPLETION:** All information required by the invitation must be complete to constitute proper bid.
7. Failure to do so will result in disqualifying the bid.
7. Ansonia Public Schools reserves the right to reject all bids, or any part of a bid or to waive defects in bids if in the best interest of Ansonia Public Schools.
8. All formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date, unless otherwise specified. The bidder may agree to an extension at the request of the Business Administrator. All extensions are to be authorized by addendum.
9. **PAYMENT TERMS:** Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.
10. **BIDS FOR ALL OR PART:** Bidders may restrict their bid to consideration in the aggregate by so stating but should include a unit price on each item bid upon. Any bid in which the bidder names a total price for all articles without quoting a unit price may be rejected at the option of Ansonia Public Schools.
11. **ERROR IN BIDS:** Any mistake in a bid which is obviously a clerical error such as a price extension, decimal point error or FOB terms may be corrected by the Business Administrator, following bidder verification. Clerical errors detected at the bid opening will be corrected and initialed by the Business Administrator, vendor and a witness if present. If an error exists in the extension of prices, the unit price shall prevail.
12. **RESPONSE TO INVITATIONS:** In the event you are unable to bid on our requirements as specified, in the invitation to bid, forward a letter to the Business Administrator indicating your intention not to bid and a brief explanation as to why you are unable to bid.
13. **MULTIPLE BIDS:** No bidder will be allowed to offer more than one bid price on each item, although alternate models or styles may meet specifications. Alternates will be considered only if requested in the original bid

package. Any alternate not specified will be re-bid if in the best interest of Ansonia Public Schools. If the bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Business Administrator.

14. **TAXES:** Ansonia Public Schools is exempt from all State and Local taxes.
15. **EQUIPMENT SPECIFICATION AND/OR DESCRIPTIONS:** Each bidder shall submit, when requested by the Business Administrator, catalogs, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work he proposes to furnish.
16. **BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK:** When required each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Connecticut or by a cashier's check or certified check made payable to Ansonia Public Schools. The amount of the bid deposit will be 10% of the total base bid unless otherwise specified. (Not Applicable)
17. **PERFORMANCE BOND:** If required by the bid specifications, the successful bidder must supply a performance bond for the full amount of the estimated total bid. The performance bond shall be made out in favor of Ansonia Public Schools. The performance bond will be required as security by the successful bidder for faithful performance of his contract. This performance bond will be required within 10 days of the award notification. The performance bond must be written by a surety company licensed to transact business in the State of Connecticut. The successful bidder upon failure or refusal to furnish within 10 days the required performance bond, shall forfeit to Ansonia Public Schools as liquidated damages their bid deposit. (Not Applicable)
18. **SAMPLES:** When samples are required from bidders receiving the award, the samples may be retained by Ansonia Public Schools until the delivery of contracted items. Bidders whose samples are retained may pick them up after delivery is accepted.

Bidders shall be responsible for delivery and removal of samples. Cost of delivery and removal of samples to be the responsibility of the bidder.

All samples are to be marked samples and delivered to The Robert Zuraw Administrative Building. The package must indicate the name of the bidder, item enclosed and name of bid proposal. Failure to adequately identify samples as indicated may be considered sufficient reason for rejection of the bid.

SPECIFICATIONS

19. **TRADE NAMES:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is specified.

The reference to the above catalog is intended to be descriptive, not restrictive and is used to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes will be considered provided the bidder clearly states what is proposed in the space marked exceptions on the bid proposal sheet. Equipment specification sheets or other descriptive information will be required on all exceptions.

The Business Administrator reserves the right to approve as an equal or to reject as not being equal any article the bidder proposes to furnish which contains major or minor variations from the specification requirements.

If no particular brand, model or make is specified, the successful contractor may be required to submit working drawings or descriptive data to enable the Business Administrator to judge if all requirements of the specifications are being met.

20. The bidder shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part of the specification or drawings whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, ASTM regulations, or similar expressions. These shall be considered to be the minimum requirements of the specifications. Any deviations from specifications must be noted in writing at the time of submission of the formal bid. The absence of written deviations will hold the bidder strictly accountable to Ansonia Public Schools to the specifications as written. Any deviation from the specifications as written, not previously submitted as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

21. The contract will be awarded to the lowest responsible bidder complying with all the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Ansonia Public Schools to accept it. The Business Administrator reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the school district. The Business

Administrator also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a bidder who on investigation shows he is not in a position to perform the contract.

In determining responsibility the following qualifications in addition to price will be considered by the Business Administrator.

- a. The ability, capacity and skill of the bidder to perform the required services.
 - b. The ability of the bidder to perform the contract or provide the service promptly within the time specified.
 - c. The character, integrity, reputation, judgment and experience of the bidder.
 - d. The quality of performance of previous contracts or services.
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
 - g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
 - h. The ability of the bidder to provide future maintenance and service for the use of the material and/or equipment.
 - i. Award by item, or part thereof, groups of items or parts thereof, or all items of the bid.
 - j. Prepayment discounts for early payment will be taken into consideration when making award.
22. **NOTICE OF ACCEPTANCE:** All bidders will be notified of the award in writing within a reasonable time from the date of the bid opening. The successful bidder will also be notified. A purchase order will be issued following verbal notification.
23. **TIE BIDS:** If two or more bidders submit identical bids and are equally qualified, the decision of the Ansonia Public Schools to make award to one or more of such bidders shall be final. Selection shall be made by drawing lots in public.
24. **SPECIFIC BID QUANTITIES:** Where quantities are stated specifically, acceptance of the bid will bind the District to order only those quantities specified, and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. Ansonia Public Schools will not be required to accept delivery of any balances unordered as of the contract expiration date.

“AS REQUIRED” BID QUANTITIES: On “as required” bids, acceptance will bid the school district to pay for at unit prices only quantities ordered and delivered.

CONTRACT PROVISIONS

25. **GUARANTEE:** The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of the Business Administrator are due to faulty design and installation, workmanship or materials, upon ratification, the contractor, at his expense shall repair the defect or replace the item.
26. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to purchase of such articles. The school district’s extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.
27. **CONTRACT ALTERATIONS:** **No alterations in the terms of a contract shall be valid or binding to Ansonia Public Schools unless made in writing and signed by the Superintendent of Schools or Business Administrator.**
28. **INSURANCE REQUIREMENT:** The contractor, following award of the contract may be required to furnish to Ansonia Public Schools a Certificate of Insurance for the following coverage:
1. Comprehensive General Liability
 2. Property Damage & Bodily Injury Liability
 3. Automobile Liability
 4. Workman’s Compensation and Employees Liability
 5. Professional Liability
- Ansonia Public Schools shall be named as an additional insured on said policy of public liability insurance to cover all claims against the school district arising out of said contract.

In addition to the coverage delineated above, Builders Risk Insurance may be required for construction contracts. The limits of Insurance unless otherwise specified shall be as follows:

GENERAL LIABILITY: Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit).

The insurance carried by the bidder shall include the following coverage's.

- a. Comprehensive Form
- b. Premises Operations
- c. Products Completed Operations
- d. Contractual – Hold Harmless Requirements*
- e. Independent Contractors
- f. Broad Form Property Damage
- g. Personal Injury

***HOLD HARMLESS REQUIREMENTS:** The contractor shall, at all times, indemnify and save harmless Ansonia Public Schools, Ansonia Board of Education, its officers, agents and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any sub-contractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract.

AUTOMOBILE LIABILITY: Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit) Comprehensive automobile liability to cover all automobiles or vehicles owned, hired or owned by contractor's employees and used on business.

WORKERS' COMPENSATION: The contractor must have workers' compensation and liability insurance as provided by Connecticut and Federal law with statutory limits of \$500,000 per accident, \$500,000 disease each employee and \$1,000,000 disease policy limit.

The contractor shall procure and pay for the insurance coverage's described above with the minimum limits of liability as stated. The certificate of insurance shall certify that said coverage shall be in effect for the term of the contract.

Ansonia Public Schools shall be named as an additional insured on the General Liability insurance policy. All policies shall provide for 60 days written notice prior to cancellation, substantial change or non-renewal.

The contractor must be in compliance with State of Connecticut Public Act #86-87 "An Act Concerning Workers' Compensation Insurance Requirements For Contractors, On Public Works Projects And State Licenses."

29. **TERMINATION OF CONTRACT:** Contracts will remain in force for full periods specified, and until all articles ordered before the termination have been delivered and accepted, unless:

- a. There have been satisfactory deliveries prior to expiration date.
- b. An extension has been authorized by the Business Administrator, and accepted by the contractor, to obtain unordered balances or additional quantities at contract prices and in accordance with contract terms.
- c. **SUBLETTING OF CONTRACT:** Contractor shall not assign, transfer, sublet or otherwise dispose of his contract, or his right, title or interest therein, or his powers to execute such contract to any other person, firm or corporation, without the previous written consent of the Business Administrator. In no case shall such consent relieve the contractor from his obligations under the contract, nor shall consent change the terms of the contract. If the contractor assigns, transfers, conveys, sublets or otherwise disposes of his contract or his right, title or interest therein, without obtaining prior written consent from the Business Administrator, the Business Administrator may cancel the contract in whole or in part.
- d. **DEFAULT:** The contract may be cancelled or annulled by the Business Administrator in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may then be made to next lowest responsible bidder, or, articles specified may then be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to Ansonia Public Schools for costs to the school district in excess of the defaulted contract prices: Provided, that the contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Business Administrator, shall also constitute contract default.
- e. **DELIVERY FAILURES:** Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Business Administrator, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Business Administrator, shall constitute contract default and authorize the Business Administrator to purchase in the open market articles of comparable grade to replace articles rejected or not delivered. On all such purchases, the contractor shall reimburse Ansonia Public Schools, within a reasonable time as

specified by the Business Administrator, for any expenses incurred in excess of contract prices or the school district may deduct such amount from monies owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. Should public necessity demand it, Ansonia Public Schools reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing standard in quality, subject to an adjustment in price to be determined by the Business Administrator.

f. **NON-LIABILITY:** The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, acts of an alien enemy or b any other circumstances which, in the Business Administrator's opinion, are beyond the control of the contractor. Under such circumstances, however, the Business Administrator may, in his discretion, cancel the contract.

g. **NON-DISCRIMINATION:** Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity – Non- Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts.

h. The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1886, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts),

Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a) (d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51 (l)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51 (13)), cooperation with the Commission on Human Rights and opportunities (46a-77), Sexual Harassment (46a-60 (a) –8), Connecticut Credit Discrimination Law (360436 through 439), Title I of the State and the Local Fiscal Assistance Act of 1972.

I. **GENERAL:**

(1) **GUIDELINES:**

These are the specifications to be used by all bidders for the Ansonia Public Schools insurance coverage. It is expected that each bidder will read these specifications with care. Failure to meet each specific condition may invalidate the proposal.

The information contained herein is believed to be accurate and is based upon the latest available information, but is not to be considered in any way as a warranty. Requests for additional information should be directed in writing to: Lisa R. Jones, Business Administrator, The Robert Zuraw Administrative Building, Ansonia Public Schools, 42 Grove Street, Ansonia, CT 06401.

The award is for a three (3) year term. However, Ansonia Public Schools reserves the right to re-bid any coverage at any time for any reason as well as extend for one (1) additional year provided both parties are in agreement.

(2) **COMPLIANCE WITH LAWS:**

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State and Local governments, which may in any way affect the preparation or performance of the insurance contracts.

(3) **TIMETABLE:**

- A. Insurance bids should be in sealed envelopes clearly marked: "Insurance Bid" and submitted to The Robert Zuraw Administrative Building, Ansonia Public Schools, 42 Grove Street, Ansonia, CT 06401 by 3:00 p.m., on Friday, May 26, 2017.
- B. The successful bidder will be notified by Friday, June 9, 2017.
- C. Binders are to be delivered no later than Friday, June 23, 2017.
- D. The effective date is 7/1/2017. Policies are to be delivered as soon as practical.

(4) **OBJECTIVE:**

Ansonia Public Schools is desirous of obtaining a complete insurance program at an economical cost. It is required that the bidding companies inspect the premises to completely familiarize themselves with the exposures involved. Any recommendation must accompany the bid. **If none are included, it will be assumed**

that there are none.

(5) **INSURANCE LINES FOR WHICH BIDS ARE REQUESTED:**

- A. Liability, Automobile, Property and Umbrella/Excess Liability
- B. Workers' Compensation

(6) **FORM OF PROPOSAL:**

Vendors who desire to bid are asked to complete the attached Premium Summary Bid Proposal Form, Agent/Insurance Company Qualification Form and to provide complete proposals or specimen contracts which reveal exclusions, limitations or any information which departs from standard forms and could materially affect the choice of the successful bidder(s). Vendors must complete Non-Collusive Affidavit of Bidders, Affirmative Action Statement and W9 Form.

With regard to Items A through C above, complete specimen copies of the contracts including endorsement(s) are to be submitted with the proposal. The proposal must be signed by an Officer of the bidding Agency.

(7) **WITHDRAWAL OF PROPOSALS:**

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date of May 26, 2017. The successful agent/broker shall not withdraw, cancel or modify its proposal.

(8) **INTERPRETATION OF SPECIFICATIONS:**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, they may submit a written request for an interpretation to the Business Administrator. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these specifications will be made in writing and distributed to all those receiving a copy thereof. Failure on the part of the prospective bidder to receive a written interpretation prior to the closing time for acceptance of bids will not be grounds for withdrawal of proposals. Oral explanations will not be binding on Ansonia Public Schools.

(9) **CONDITIONS:**

- A. All proposals must conform to specifications attached. You may, however, submit alternate proposals based on alternate specifications, provided that you also submit a proposal based on these specifications.

B. Ansonia Public Schools reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest. It is the intention of Ansonia Public Schools to place the insurance with the most favorable bidder giving due consideration to cost, coverage and the ability of the bidder(s) to service the needs of the school district.

(10) **QUALIFICATIONS OF INSURERS:**

A. Companies submitting proposals must be licensed by the State of Connecticut to transact the type of insurance for which they are submitting bids. The Companies that will write the insurance must have facilities to provide prompt claim service and loss prevention service to Ansonia Public Schools. Loss information must be submitted on a quarterly and an annual basis.

B. Proposing Companies must have at least a favorable policyholders rating with documentation to support rating.

C. It is not the school district's desire that the insurance coverage should be purchased piecemeal. We ask that, as a general rule, you limit your quote to one carrier where possible.

D. Bidders shall include in their proposals the address of the agent's servicing office in or near the school district. If independent firms are to be used for claim services or safety engineering services, the names and addresses must be shown.

(11) **QUALIFICATIONS OF AGENT/BROKER:**

A. The proposing agent must be licensed by the State of Connecticut to transact the type of business for which the agent is bidding.

B. The agent must be licensed by the Companies proposing coverage, and authorized by them to bind coverage.

C. The proposing agents must be full-time insurance agents maintaining offices within the State of Connecticut they must have sufficient training and experience to advise and counsel the school district on insurance matters.

D. The agent or broker should have expertise in servicing municipalities and/or school districts in the State of Connecticut.

E. A minimum of \$5 million of E&O insurance must be maintained by agent or broker.

- F. It is required that the agent or broker have at least one CPCU on its staff.
- G. Agent must be willing, if necessary, to accept market assignments.
- H. If a market is accessed by an unqualified agent or broker, Ansonia Public Schools reserves the right to reassign that particular market. The assignment will be determined by the Risk Manager.

(12) **OBLIGATIONS OF SUCCESSFUL BIDDERS AND SERVICES REQUIRED:**

- A. Ansonia Public Schools expects to receive loss prevention engineering inspections. In addition, the school district will be receptive to loss prevention review of its premises and operations with written reports of desirable loss prevention to be taken.
- B. Claim service must be available in this area. It is expected that the designated agent/broker will accept collect telephone calls if the Agency is located outside the normal calling area. The school district expects to receive prompt and accurate loss runs at least quarterly, of all paid and outstanding (reserve) claims. It is not the school district's desire to dispute the reserving policies of its insurers, but it can offer its insurers the benefit of personal and timely knowledge which might affect a more prompt and equitable settlement of claims. The school district further requests the right to review and discuss any claim with a reserve that exceeds an amount of \$5,000.
- C. Ansonia Public Schools expects to receive from its insurance representative, advance information and advice with regard to improved programs and constructive suggestions as to methods of implementing insurance changes.
- D. It is expected that the agent/broker selected will provide technical assistance to the school district in preparation of future bid specifications.
- E. The Agent must furnish the Business Administrator, as of November 1, of each calendar year, an estimate of renewal premium amounts for budget preparation of the new fiscal year budget beginning July 1.
- F. Send premium invoices payable to Ansonia Public Schools in equal installments unless otherwise specified in the bid proposal.
- G. Some miscellaneous coverages are not included in the bid specifications. It is expected that the successful agent will handle some or all of these at the discretion of the school district.

H. These specifications are provided only as a basis for bidding. The successful bidders will be expected to review all insurable hazards of Ansonia Public Schools and to make recommendations for the improvement of the entire program of risk management.

I. The successful bidders will be expected to provide all contracts of insurance other than Employee Benefits coverage. (Workers Compensation Insurance may be awarded separately if it is in the school district's best interest).

J. Bidders must indicate the term for which rates are guaranteed.

(13) **GENERAL POLICY DATA:**

A. Named insured - the name insured should read as follows:

Ansonia Public Schools, the Ansonia Board of Education, and all employees, both individually and collectively, and any and all other volunteers, either individually, in association or corporate, all when acting within the scope of their duties and the estates or legal representatives of deceased insureds.

B. Cancellation - Non-Renewal and Material Change Provisions:

For cancellation and non-renewal provisions - all policies should be amended so that cancellation or non-renewal can be effected only after giving Ansonia Public Schools ninety (90) days written notice. Ansonia Public Schools must receive ninety (90) days written notice of any change in the policy which alters coverage.

Notice must be addressed to:

Lisa R. Jones, Business Administrator
Ansonia Public Schools
The Robert Zuraw Administrative Building
42 Grove Street
Ansonia, CT 06401

C. Notice of Occurrence - Notice of Loss Provision:

The Notice of Loss - Occurrence Provision on all policies is to be amended to provide that "all losses and occurrences or possible losses must be reported to the insurance company only when the Business Administrator becomes aware of such loss or occurrence."

D. Unintentional Errors & Omissions:

The following clause is to be included on all policies: “It is agreed that in the event of an error, failure to disclose all hazards and/or exposures at the inception of this policy or during the policy term, or to comply with any provision of this policy, coverage afforded by this policy shall not be prejudice, provided such error or omission is not intentional.”

E. Governmental immunity shall not be used as a defense without the written prior approval of Business Administrator, Lisa R. Jones.

GENERAL INFORMATION

District Facilities

The District presently operates one senior high school and two middle schools. The high school has a day care program for pre-school ages 3 and 4. There is a maximum of 12 children. The high school also operates an auto repair shop which coverage is required for customers’ vehicles and garage liability. The high school has plans to operate a solar array which will feed electricity back into the Northeast Utility grid. Liability coverage for this exposure will be required per attachment.

<u>Name of School</u>	<u>Grades</u>	<u>Capacity</u>	<u>Original Construction</u>	<u>Addition or Renovation</u>
John C. Mead School 75 Ford Street	K-6	600	1968	1987 & 1998
John G. Prendergast School 59 Finney Street Ansonia, CT	K- 6	650	1965	1998 & 2007 (Add 2 Modular Classrooms 2004)
Ansonia Middle School 115 Howard Avenue Ansonia, CT	7-8 & Pre-K	700	1936	1965, 1999 & 2004 (Add 2 Modular Classrooms 2004)
Ansonia High School	9-12 & Alt Ed	700	1999	2004 (Add 2 Modular Classrooms)
Total Capacity		2,650		

<u>District Employee Classification</u>	<u>Employee Count</u>
Administrators	13
Instruction Personnel	161
Special Instruction	61
General Services and Support	147
Total Personnel	382

<u>School Year</u>	<u>Enrollment Count</u>	<u>Budget Year Data</u>
2016-2017	2,624	\$31,260,484
2017-2018	2,521(Projected)	\$32,697,736 (proposed)

<u>Budget Year</u>	<u>Workers' Compensation</u>	<u>General Liability Insurance</u>
2016-2017	\$173,800 (mod: .76)	\$133,700
2017-2018	\$179,000 (mod: .77)	\$137,710

LIABILITY-AUTOMOBILE-PROPERTY INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

LIMITS OF COVERAGE:	\$1,000,000	Each Occurrence: BI/PD
	\$1,000,000	Personal/Advertising Injury
	\$3,000,000	Gen Aggregate Per Location
	\$1,000,000	Products/Completed Operations
	\$100,000	Fire Damage Legal Liability
	\$25,000	Fungi or Bacteria Coverage
	\$10,000	Medical Expense Per Person
		Sexual Molestation & Abuse
	\$100,000	Data Compromise Coverage
DEDUCTIBLE:	\$0	
STUDENT INTERNS AS NAMED INSURED ON BLANKET BASIS		

AUTOMOBILE LIABILITY

LIMITS OF COVERAGE:	\$1,000,000	Combined Single Limit (BI/PI)
Uninsured/Underinsured Motorists	\$40,000	Each Occurrence (BI)
Physical Damage: Comprehensive & Collision	\$1,000	
Hired/Non-Owned Autos	\$1,000,000	Each Occurrence
Medical Payments	\$5,000	Each Person

EMPLOYEE BENEFITS LIABILITY (CLAIMS MADE)

LIMITS OF COVERAGE:	\$1,000,000	Each Claim
	\$1,000,000	Aggregate
DEDUCTIBLE:	\$1,000	
RETROACTIVE DATE:	07/01/2000	

LAW ENFORCEMENT LIABILITY

LIMITS OF COVERAGE:	\$1,000,000	Each Claim
	\$1,000,000	Aggregate
DEDUCTIBLE:	\$1,000	
RETROACTIVE DATE:	07/01/2000	

PUBLIC OFFICIALS LIABILITY (CLAIMS MADE)

LIMITS OF COVERAGE:	\$1,000,000	Each Claim
	\$1,000,000	Aggregate
DEDUCTIBLE:	\$25,000	
RETROACTIVE DATE:	07/01/2000	

**SCHOOL LEADERS ERRORS & OMISSION LIABILITY (CLAIMS MADE)
Including EMPLOYMENT PRACTICE LIABILITY**

LIMITS OF COVERAGE:	\$1,000,000	Each Wrongful Act
	\$1,000,000	Aggregate
DEDUCTIBLE:	\$10,000	Each Wrongful Act ELL
	\$10,000	Each Wrongful Act EPL
RETROACTIVE DATE:	07/01/2000	

PROPERTY COVERAGE

LIMITS OF COVERAGE:	Blanket Real and Contents	\$123,851,943
	Business Income & Extra Expense	\$2,000,000
	Ordinance or Law	\$1,000,000
DEDUCTIBLE:		\$10,000
	Accounts Receivable, Valuable Papers, Transit	\$300,000
	Mobile & Contractors Equipment	\$1,250,000
	Computer Equipment	\$1,000,000
	AV Equip, Musical Instruments, Band Uniforms, Athletic & Theatre Equip	\$250,000
	Leased HVAC, Leased or Rented Equip	Included
	Fine Arts	\$176,400
	Flood, per Occurrence and Annual Aggregate	\$10,000,000
	Earthquake, per Occurrence and Annual Aggregate	\$10,000,000
DEDUCTIBLE:		\$50,000

BOILER AND MACHINERY

LIMITS OF COVERAGE: Per accident on a Comprehensive Basis \$100,000,000

DEDUCTIBLE: \$10,000

CRIME

EMPLOYEE DISHONESTY/EMPLOYEE THEFT \$250,000

FORGERY \$250,000

COMPUTER FRAUD \$250,000

Money & Securities (Inside & Out) \$25,000

Deductible \$1,000

Faithful Performance Included

WORKERS' COMPENSATION INSURANCE COVERAGE

Employers' Liability Insurance applies to the workplace (Claims Made):

Bodily Injury By Accident: \$1,000,000 each accident

Bodily Injury By Disease: \$1,000,000 certificate limit

Bodily Injury By Disease: \$1,000,000 each employee

<u>Classification</u>	<u>Full-Time</u>	<u>Part-time</u>	<u>Estimated Payroll</u>
Administration	13	0	\$1,533,725
Instruction Personnel	161	0	\$9,856,219
Special Education	54	7	\$2,907,504
General Personnel	78	69	\$4,761,963
Grand Total	306	76	\$19,059,411

**LIABILITY, AUTOMOBILE, PROPERTY AND WORKERS' COMPENSATION
INSURANCE COVERAGES**

PREMIUM SUMMARY BID PROPOSAL FORM

	Annual Premium
A. Liability-Auto-Property Include Terrorism	\$
B. Workers' Compensation	\$
C. Crime	\$

Agency _____

Signed _____

Authorized Agent: Name/Title _____

Address _____

Phone/Fax _____ Date _____

SPECIMEN POLICES MUST BE INCLUDED FOR ALL LINES OF COVERAGE

**LIST ANY DEVIATION FROM SPECIFICAITONS:
NON COLLUSIVE AFFIDAVIT OF BIDDERS**

**LIABILITY, AUTOMOBILE, PROPERTY AND WORKERS' COMPENSATION
INSURANCE COVERAGES**

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the Bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
- (2) the contents of the Bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purpose of including the Ansonia Public Schools to consider the bid and make an award in accordance therewith.

Subscribe and Sworn to me this
_____ day of _____,

Notary Public
My Commission Expires

Legal Name of Bidder

Business Address

Signature and Title of Person

Date

AFFIRMATIVE ACTION STATEMENT

REQUIREMENT-ANY VENDOR OR BIDDER SEEKING TO DO BUSINESS WITH ANSONIA PUBLIC SCHOOLS MUST, UPON REQUEST, SUPPLY THE BUSINESS ADMINSTRATOR WITH ANY INFORMATION CONCERNING THE AFFIRMATIVE ACTION EQUAL EMPLOYMENT PRACTICES OF THE VENDOR/BIDDER. FAILURE TO SUPPLY SUCH INFORMATION, WHEN REQUESTED, WILL RESULT IN THE TERMINATION OF ANY FURTHER TRANSACTIONS BETWEEN THE VENDOR/BIDDER AND ANSONIA PUBLIC SCHOOLS.

NOTE- ALL VENDORS/BIDDERS WITH MORE THAN 10 EMPLOYEES SHALL BE REQUIRED TO COMPLETE THE AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT REQUIREMENTS STATEMENT ON AN ANNUAL BASIS EXCEPT AS NOTED BELOW:

- 1. ALL VENDORS OR BIDDERS WITH LESS THAN 10 EMPLOYEES ARE EXEMPT FROM THIS REQUIREMENT;
- 2. ALL VENDORS/BIDDERS THAT HAVE COMPLETED THIS FORM WITH THE LAST YEAR;

IF EITHER OF THE ABOVE APPLIES, CHECK THE APPROPRIATE BOX BELOW:

- LESS THAN 10 EMPLOYEES
INDICATE NUMBER: _____
- COMPLETED THIS FORM WITHIN THE LAST YEAR
DATE COMPLETED _____

SEALED BIDS- ALL BIDDERS SUBMITTING A SEALED BID WILL BE REQUIRED TO COMPLETE THE AFFIRMATIVE ACTION STATEMENT. IF THE FORM HAS BEEN COMPLETED IN THE PAST YEAR, PLEASE INCLUDE A XEROX COPY OF THE INITIAL FORM INCLUDED WITH OUR BID. IF SIGNIFICANT CHANGES HAVE TAKEN PLACE IN THE PAST YEAR, PLEASE UPDATE THE CHANGES ON THIS FORM.

COMPANY NAME & ADDRESS: _____

TYPE OF BUSINESS: _____

TYPE OF ORANIZATION: _____
PLEASE CHECK CORPORATION PARTNERSHIP INDIVIDUAL

IF VENDOR/BIDDER FILLING THIS APPLICATION IS NOT THE ABOVE NAMED COMPANY, PLEASE PROVIDE THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE REPORTING UNIT, BRANCH AGENT, REPRESENTATIVE.

EQUAL EMPLOYMENT OPPORTUNITY

THE VENDOR/BIDDER IS INSTRUCTED TO COMPLETE THE FOLLOWING:

1. DOES THE COMPANY HAVE A WRITTEN POLICY STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY?

_____ YES _____ NO (IF YES, ATTACH COPY)

2. IN RECRUITING EMPLOYEES ARE ALL SOURCES OF RECRUITMENT NOTIFIED THAT ALL QUALIFIED APPLICANTS WILL RECEIVE EQUITABLE CONSIDERATION:

_____ YES _____ NO

IF YES, PROVIDE BRIEF DESCRIPTION OF WHAT METHODS WERE EMPLOYED:

3. DO ALL RECRUITMENT ADVERTISEMENTS STATE THAT YOU ARE AN EQUAL OPPORTUNITY EMPLOYER:

_____ YES _____ NO

4. PLEASE LIST BY NAME AND CONTACT PERSON, ANY LOCAL COMMUNITY AGENT OR OTHER GROUP PROVIDING MINORITY AND FEMALE PLACEMENT SERVICE WHICH YOU HAVE CONTACTED IN THE LAST 12 MONTHS. IF NONE, PLEASE STATE:

5. IF ADDITIONAL MEANS ARE EMPLOYED TO ADVERTISE OR SOLICIT MINORITY AND FEMALE APPLICANTS FOR EMPLOYMENT OPPORTUNITIES WITHIN YOUR COMPANY, PLEASE INDICATE:

AFFIRMATIVE ACTION

6. DOES YOUR COMPANY MAINTAIN A WRITTEN AFFIRMATIVE ACTION PLAN FOR THE EMPLOYMENT OF FEMALES AND MINORITIES? _____ YES _____ NO (IF YES, PLEASE ATTACH COPY)

7. PLEASE INDICATE THE NAME AND ADDRESS OF THE COMPANY OFFICIAL(S) RESPONSIBLE FOR CARRYING OUT THE EQUAL OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM FOR YOUR COMPANY:

8. IF A WRITTEN AFFIRMATIVE ACTION FOR YOUR COMPANY IS NOT IN PLACE, PLEASE ESTIMATE THE NUMBER OF VACANCIES EXPECTED DURING THE NEXT TWELVE MONTHS AND INDICATE THE NUMERICAL OR PERCENTAGE GOALS YOU HAVE SET FOR THE EMPLOYMENT OF MINORITY PEOPLE AND FEMALES TO MAKE YOUR LABOR FORCE REFLECTIVE OF THE LABOR MARKET IN WHICH YOU OPERATE:

THE VENDOR IS HEREBY NOTIFIED THAT FAILURE TO COMPLETE THE ABOVE FORM IN A SATISFACTORY MANNER WILL PRECLUDE SUCH VENDOR FROM BEING ACTIVELY CONSIDERED TO CONTRACT WITH THE TOWN OF NORTH BRANFORD. THE VENDOR IS FURTHER ADVISED THE AFFIRMATIVE ACTION STATEMENT INCLUDED WITH THE BID DOCUMENT WILL BECOME PART OF THE CONTRACT AND THAT ANY BREACH OF SUCH STATEMENTS WILL CONSTITUTE A BREACH OF CONTRACT SUBJECT TO SUCH REMEDIES AS PROVIDED BY LAW.

I CERTIFY THAT THERE ARE NO MISREPRESENTATIONS, OMISSIONS OR FALSIFICATIONS IN THE FOREGOING STATEMENTS AND ANSWERS AND, THAT ALL ENTRIES ABOVE ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: _____

SIGNATURE OF AGENT: _____

TITLE: _____

SUBSCRIBED AND SWORN BEFORE ME AT CONNECTICUT,

THIS DAY OF 2017

NOTARY PUBLIC

**AGENT/INSURANCE COMPANY
QUALIFICATION FORM**

Please complete this form or attach appropriate documents.

Name of Agency: _____

Address: _____

Phone/Fax Number: _____

Account Executive: _____

Signature: _____ Date: _____

List additional staff who will be assigned to this account and their responsibility (indicate all certification such as ARM, CPCU, etc).

Attach resumes of key Account Personnel.

How long has Agency been in business? _____ years

Number of Employees _____

List all Owners or Partners

List Services provided by Business

List all Municipal or Government accounts (must have three (3) Municipal/Government accounts to be qualified)

List three (3) Municipal References

Name	Title	Town	Phone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please list additional service your Company can provide in addition to Insurance coverage (i.e. loss controls, claims, advice, etc.)

Indicate which Insurance Companies you represent as an authorized agent

Financial audits may be requested at a later date to verify Insurance Company/Agent's ability to handle the Ansonia Public Schools account.