

**AMITY REGIONAL SCHOOL DISTRICT NO. 5
REQUESTS FOR PROPOSALS**

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

Amity Regional School District No. 5 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 2:00 p.m., Monday, June 4, 2007** at the District Office, Amity Regional School District No. 5, 25 Newton Road, Woodbridge, CT 06525, 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 at the District Office, or by calling (203) 397-4811 during regular business hours. The Amity Regional School District No. 5 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 Jack B. Levine, Director of Finance and Administration, at (203) 397-4813 or by email at jack.levine@reg5.k12.ct.us if there are any questions. Responses to all questions will be sent to all potential bidders who have obtained the bid specifications.

Date: Monday , May 14, 2007

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

Friday, May 11, 2007

Instructions to Bidders
Request for Insurance Proposals

You are authorized to approach markets on behalf of the Amity Regional School District No. 5.

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. Amity Regional School District No. 5 and its member towns of Bethany, Woodbridge and Orange 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 Amity Regional School District No. 5.

Sincerely,

Jack B. Levine
Director of Finance and Administration
Amity Regional School District No. 5
25 Newton Road
Woodbridge, CT 06525

AMITY REGIONAL SCHOOL DISTRICT NO. 5

GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS

The general rules and conditions outlined below apply to all purchases authorized by the Amity Regional School District No. 5. 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 Amity Regional School District No. 5 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 are to be mailed directly to the District Office, Amity Regional School District No. 5, 25 Newton Road, Woodbridge, CT 06525. Vendors are encouraged to allow sufficient time for mailing of bids. Amity Regional School District No. 5 assumes no responsibility for postal delays.

All bids received will be stamped by date and time received by the District Office. This date of receipt will prevail over postmark date.

Any addendum to a bid will be 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. Failure to do so will result in disqualifying the bid.
7. Amity Regional School District 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 Amity Regional School District No. 5.
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 Director of Finance and Administration. 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 Amity Regional School District No. 5.
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 Director of Finance and Administration, following bidder verification. Clerical errors detected at the bid opening will be corrected and initialed by the Director of Finance and Administration, 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 Director of Finance and Administration 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 Amity Regional School District No. 5. If the bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Director of Finance and Administration.
14. **TAXES:** Amity Regional School District No. 5 is exempt from all State and Local taxes.
15. **EQUIPMENT SPECIFICATION AND/OR DESCRIPTIONS:** Each bidder shall submit, when requested by the Director of Finance and Administration, 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 Amity Regional School District No. 5. 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 Amity Regional School District No. 5. 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 Amity Regional School District No. 5 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 Amity Regional School District No. 5 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 District Office. 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 Director of Finance and Administration 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 Director of Finance and Administration 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 Amity Regional School District No. 5 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 Amity Regional School District No. 5 to accept it. The Director of Finance and Administration 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 Director of Finance and Administration 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 Director of Finance and Administration.

- 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 Amity Regional School District No. 5 to make award to one or more of such bidders shall be final. Selection shall be made by drawing lots in public.

RESIDENT BIDDERS PREFERENCE: Price and other factors being equal, preference will be given first to resident bidders of the member towns of Bethany, Woodbridge and Orange. Except when judgment of such purchase would operate to the disadvantage to Amity Regional School District No. 5.

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. Amity Regional School District No. 5 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 Director of Finance and Administration 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 Amity Regional School District No. 5 unless made in writing and signed by the Superintendent of Schools or Director of Finance and Administration.
28. **INSURANCE REQUIREMENT:** The contractor, following award of the contract may be required to furnish to Amity Regional School District No. 5 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

Amity Regional School District No. 5 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 Amity Regional School District No. 5, Amity 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 subcontractor, 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.

Amity Regional School District No. 5 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 Director of Finance and Administration, 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 Director of Finance and Administration. 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 Director of Finance and Administration, the Director of Finance and Administration may cancel the contract in whole or in part.

d. **DEFAULT:** The contract may be cancelled or annulled by the Director of Finance and Administration 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 Amity Regional School District No. 5 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 Director of Finance and

Administration, 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 Director of Finance and Administration, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Finance and Administration, shall constitute contract default and authorize the Director of Finance and Administration 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 Amity Regional School District No. 5, within a reasonable time as specified by the Director of Finance and Administration, 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, Amity Regional School District No. 5 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 Director of Finance and Administration.

- 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, act of an alien enemy or b any other circumstances which, in the Director of Finance and Administration's opinion, is beyond the control of the contractor. Under such circumstances, however, the Director of Finance and Administration 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.

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 1 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 Amity Regional School District No. 5 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: Jack B. Levine, Director of Finance and Administration, District Offices, Amity Regional School District No. 5, 25 Newton Road, Woodbridge, CT 06525.

The award is for a three (3) year term. However, Amity Regional School District No. 5 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 District Office, Amity Regional School District No. 5, 25 Newton Road, Woodbridge, CT 06525 by 2:00 p.m., on Monday, June 4, 2007.

B. The successful bidder will be notified by Friday, June 15, 2007.

C. Binders are to be delivered no later than Friday, June 29, 2007.

D. The effective date is 7/1/07. Policies are to be delivered as soon as practical.

(4) **OBJECTIVE:**

Amity Regional School District No. 5 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 and Property
- B. Workers' Compensation
- C. Crime

(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 June 4, 2007. 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 Director of Finance and Administration. 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 Amity Regional School District No. 5.

(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. Amity Regional School District 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 Amity Regional School District No. 5 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 Amity Regional School District No. 5. Loss information must be submitted on a quarterly and an annual basis.

B. Proposing Companies must have at least an “A -; VI” policyholders rating according to Best Publication’s latest edition of their Key Rating Guide.

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, Amity Regional School District No. 5 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. Amity Regional School District No. 5 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. Amity Regional School District No. 5 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 Director of Finance and Administration, as of December 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 Amity Regional School District No. 5

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 Amity Regional School District No. 5 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:

Amity Regional School District No. 5, the Amity 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 Amity Regional School District No. 5 ninety (90) days written notice. Amity Regional School District No. 5 must receive ninety (90) days written notice of any change in the policy which alters coverage.

Notice must be addressed to: Jack B. Levine, Director of Finance and Administration
District Offices
Amity Regional School District No. 5
25 Newton Road
Woodbridge, CT 06525

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 Director of Finance and Administration 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 Director of Finance and Administration, Jack B. Levine.

GENERAL INFORMATION

District Facilities

The District presently operates one senior high school and two middle schools, as follows:

Senior High School and District Offices
25 Newton Road
Woodbridge, CT

Bethany Middle School
190 Luke Hill Road
Bethany, CT

Orange Middle School
100 Ohman Avenue
Orange, CT

<u>Name of School</u>	<u>Grades</u>	<u>Capacity</u>	<u>Original Construction</u>	<u>Addition or Renovation</u>
Bethany Middle School	7-8	770	1963	1985, 1992, 2005
Orange Middle School	7-8	740	1959	1969, 1971, 1974 1985, 1992, 2005
Amity Regional Senior High	9-12	1,680	1956	1967, 1985, 1994, 2005
Total Capacity		3,190		

The District has just completed a \$75.6 million construction project at all three school facilities. The square footage and number of classrooms are, as follows:

Bethany Middle School – 86,860 square feet (35 classrooms)
Orange Middle School – 86,860 square feet (33 classrooms)
Amity Regional Senior High School – 300,000 square feet (104 classrooms)

District Employees

<u>Classification</u>	<u>Employees</u>
Administrators	14
Instruction Personnel	215
Special Instruction	43
General Services and Support	68
Total Personnel	340

Enrollment Projections

<u>School Year</u>	<u>Grades 7-8</u>	<u>Grades 9-12</u>	<u>Projected Total</u>
2007-08	800	1,599	2,399
2008-09	801	1,584	2,385
2009-10	832	1,531	2,363
2010-11	814	1,528	2,342
2011-12	774	1,546	2,320

Budget Data

2006-2007	\$37,879,650 (approved in a referendum in all three member towns)
2007-2008	\$40,773,491 (approved in a referendum in all three member towns)

<u>Budget Year</u>	<u>Workers' Compensation</u>	<u>General Liability Insurance</u>
2006-2007	\$189,242	\$162,683
2007-2008	\$219,482	\$234,954

Asset Valuation

The District has not valued its assets since 1996. An asset valuation for capital assets is planned during June 2007 and should be completed by June 30, 2007.

The Annual Financial Report for the year ended June 30, 2006 for Capital Assets were, as follows:

Capital Assets, being Depreciated:

Buildings	\$36,953,161
Building improvements	206,419
Machinery and equipment	6,225,896
Vehicles	2,509
Total	\$43,387,985

For insurance purposes, the buildings should be valued at the current market value based on the square footage shown above.

LIABILITY-AUTOMOBILE-PROPERTY INSURANCE COVERAGE

SECTION A. GENERAL LIABILITY

LIMITS OF COVERAGE:	\$1,000,000	Each Occurrence
	\$3,000,000	Combined Aggregate with Coverage Sections B. and C.
SUBLIMITS:		
Fire Damage Liability	\$100,000	
Limited Care Custody & Control	\$500,000	
DEDUCTIBLE:	\$0	

SECTION B. PERSONAL INJURY AND ADVERTISING INJURY

LIMITS OF COVERAGE:	\$1,000,000	Each Offense
	See Sec. A.	Combined Aggregate with Coverage Sections A. and C.
DEDUCTIBLE:	\$0	

SECTION C. MEDICAL PAYMENTS

LIMITS OF COVERAGE:		
General Liability	\$10,000	Each Person
	See Sec. A.	Combined Aggregate with Coverage Sections A. and B.
Auto Liability	\$5,000	Each Person
DEDUCTIBLE:	\$0	

SECTION D. AUTOMOBILE LIABILITY

LIMITS OF COVERAGE:	\$1,000,000	Each Occurrence
DEDUCTIBLE:	\$0	

SECTION E. UNINSURED/UNDERINSURED MOTORIST COVERAGE

LIMIT OF COVERAGE:	\$1,000,000	Each Occurrence
DEDUCTIBLE:	\$0	
COVERAGE TYPE:	Standard	

SECTION F. EMPLOYEE BENEFITS LIABILITY (CLAIMS MADE)

LIMITS OF COVERAGE:	\$1,000,000	Each Claim
	\$1,000,000	Aggregate
DEDUCTIBLE:	\$1,000	
RETROACTIVE DATE:	07/01/1986	

SECTION G. LAW ENFORCEMENT LIABILITY **NO COVERAGE**

SECTION H. PUBLIC OFFICIALS LIABILITY (CLAIMS MADE) **NO COVERAGE**

SECTION I. SCHOOL LEADERS LIABILITY (CLAIMS MADE)

LIMITS OF COVERAGE:	\$1,000,000	Each Wrongful Act
	\$1,000,000	Aggregate
DEDUCTIBLE:	\$10,000	Each Wrongful Act
RETROACTIVE DATE:	07/01/1986	

SECTION J. FOLLOWING FORM EXCESS LIABILITY

LIMITS OF COVERAGE	\$5,000,000	Each Occurrence and Aggregate
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**SCHEDULE OF UNDERLYING
COVERAGE:**

General Liability (Section A.)	\$1,000,000	Each Occurrence
	\$3,000,000	Combined Aggregate with Coverage Sections B. and C.
Personal Injury (Section B.)	\$1,000,000	Each Offense
	See Sec. A.	Combined Aggregate with Coverage Sections A. and B.
Auto Liability (Section D.)	\$1,000,000	Each Occurrence
Law Enforcement Liability (Section G.)		Each Wrongful Act Aggregate
Public Officials Liability (Section H.)		Each Wrongful Act Aggregate
School Leaders Liability (Section I.)	\$1,000,000	Each Wrongful Act
	\$1,000,000	Aggregate

PROPERTY COVERAGES OFFERED:

SECTION A. AUTOMOBILE PHYSICAL DAMAGE

LIMITS OF COVERAGE: Actual Cash Value unless otherwise indicated.

CATASTROPHE
COVERAGE: Included

DEDUCTIBLE:

Comprehensive	\$500
Collision	\$500
Catastrophic Loss	\$5,000

SECTION B. PROPERTY COVERAGE

LIMITS OF COVERAGE: Blanket Real and Personal Property \$74,146,942

DEDUCTIBLE:

Accounts Receivable, Valuable Papers, Transit Fine Arts, Mobile & Contractors Equipment	\$1,000
All Other Real and Personal Property	\$1,000
Flood and Earthquake*	\$50,000

SUBLIMITS:

Flood, per Occurrence and Annual Aggregate	\$10,000,000
Earthquake, per Occurrence and Annual Aggregate	\$10,000,000
Business Interruption	\$25,000
Extra Expense	\$25,000
Rental Income	\$25,000
Transit	\$25,000
Leasehold Interest	\$25,000
Money & Securities – Inside	\$10,000
Money & Securities – Outside	\$5,000
Debris Removal	Included
Demolition	\$1,000,000
Increased Cost of Construction	\$1,000,000
Land, Water & Groundwater Pollutant/ Contamination Cleanup and Removal	\$50,000
Accounts Receivable	\$25,000
Valuable Papers	\$25,000
Fine Arts	\$25,000
Mobile and Contractors Equipment	\$302,141

ADDITIONAL COVERAGES:	Builders Risk (Per Project/Annual Aggregate)	\$2,000,000/ \$20,000,000
	Newly Acquired Properties	\$1,000,000

Note *: For properties that are designated by the U.S. Army Corps of Engineers to be in Flood Zone A or V, the flood deductible is \$500,000 as respects each commercial building; \$500,00 as respects personal property in each commercial building; \$250,000 as respects each residential building; \$100,000 as respects personal property in each residential building; and \$200,00 per occurrence as respects all other property.

SECTION C. BOILER AND MACHINERY

LIMITS OF COVERAGE:	Per accident on a Comprehensive Basis	\$100,000,000
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DEDUCTIBLE:		\$2,500
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SUBLIMITS:	Expediting Expense	\$250,000
	Extra Expense	\$250,000
	Consequential Damage	\$250,000
	Business Interruption	\$250,000
	Rental Value	\$250,000
	Demolition and Increased Cost of Construction	\$250,000
	Ammonial Contamination	\$250,000
	Water Damage	\$250,000
	Hazardous Materials Cleanup	\$250,000

ADDITIONAL COVERAGES:	Newly Acquired Properties	\$1,000,000
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WORKERS' COMPENSATION INSURANCE COVERAGE

Employers' Liability Insurance applies to the workplace:

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>
School Nurses	3	1	\$209,743
School Teachers/Admin/ Clerical/Aides	238	22	\$18,942,016
School Maintenance & Custodians	20	1	\$885,882
Grand Total	261	24	\$20,037,641

LIABILITY, AUTOMOBILE, PROPERTY AND WORKERS' COMPENSATION
INSURANCE COVERAGES

PREMIUM SUMMARY BID PROPOSAL FORM

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

Agency _____

Signed _____

Authorized Agent: Name/Title _____

Address _____

Phone/Fax _____ Date _____

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 Amity Regional School District No. 5 to consider the bid and make an award in accordance therewith.

Subscribe and Sworn to me this
_____ day of _____,
2000.

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 AMITY REGIONAL SCHOOL DISTRICT NO. 5 MUST, UPON REQUEST, SUPPLY THE DIRECTOR OF FINANCE AND ADMINISTRATION 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 AMITY REGIONAL SCHOOL DISTRICT NO. 5.

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 20

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 Amity Regional School District No. 5 account.