

Darien Board of Education

REQUEST FOR PROPOSALS

FOR

CONSTRUCTION SERVICES

FOR THE INSTALLATION OF IMPACT FILM ON WINDOWS

June 5, 2024

Darien Public Schools
35 Leroy Avenue
Darien, CT 06820

DARIEN BOARD OF EDUCATION

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Darien Board of Education (the “Board”) is inviting qualified contractors to submit bids for the provision and installation of impact film on all windows at the following three (3) schools:

Tokeneke Elementary School

70 Old Farm Road

Darien, CT 06820

Exterior wall square footage, inclusive of exterior doors and windows, is approximately 1,400 square feet.

Middlesex Middle School

204 Hollow Tree Ridge Road

Darien, CT 06820

Exterior wall square footage, inclusive of exterior doors and windows, is approximately 1,200 square feet

Darien High School

80 High School Lane

Darien, CT 06820

Exterior wall square footage, inclusive of exterior doors and windows, is approximately 2,500 square feet

The Project is described in more detail in Section 4 of these Instructions to Bidders (the “Instructions”).

This opportunity has been publicly advertised through the Invitation to Bid attached as Exhibit F on the website of the Darien Public School <https://www.darienps.org/departments/safety-and-security>. The Project will be awarded to the Bidder determined and selected by the Board in the manner described in Section 7 of these Instructions.

The Board reserves the right to amend or withdraw this Request for Proposals (RFP) for any reason (including, but not limited to, lack of funding for the Project), to accept or reject any or all bids, to waive any informalities or non-material deficiencies in any bid submission, to award or not award a contract in connection with this RFP, and applicable law, and to award a contract to the bidder as deemed by the Board to be the Lowest Responsible Qualified Bidder.

2. SCHEDULE

2.01 A mandatory pre-bid meeting and mandatory site visit will be held on **June 17, 2024** as follows:

At 9:00 AM. Darien High School, Welcome Center, Front Entrance.
80 High School Lane
Darien, CT 06820

At 10:30 A.M. Middlesex Middle School
204 Hollow Tree Ridge Road
Darien, CT 06820

At 12:00 P.M. Tokeneke Elementary School
70 Old Farm Road
Darien, CT 06820

A prospective bidder must be present for all mandatory site visits. The failure to attend any one site visit will render a submitted proposal of that bidder non-responsive.

2.02 All Requests for Information must be received by Leon Krolikowski LKrolikowski@darienps.org no later than **10:00 AM on July 1, 2024**.

2.03 Addenda will be issued no later than **end of business on July 3, 2024**. Requests for Information and the Board's responses thereto will be posted on the Darien Public Schools website, <https://www.darienps.org/departments/safety-and-security>

2.04 Bids must be submitted to the attention of Leon Krolikowski, Director of Security at Darien Public Schools, located at 35 Leroy Avenue, Darien CT 06820 no later than at **1:00 PM on July 10, 2024** (the "**Bid Deadline**") at which time the Board will open the bids publicly in the Darien Public Schools, Board Room.

2.06 The Board intends to award the Contract on or around **July 23, 2024** and to issue a notice to proceed shortly thereafter.

2.07 The Substantial Completion Date for the Project will be no later than **November 22, 2024**.

3. CONTENTS OF BIDS

3.01 Bids must include the following:

- Completed and fully executed Bid Form attached hereto as Exhibit A. The Bid Form must be executed by a duly authorized representative of the Bidder having legal authority to contract on behalf of the Bidder.

- The information and documents listed on Exhibit B.
- Bid Bond in the amount of 10% of the base bid price proposed by the Bidder which bid bond shall be in the form attached hereto as Exhibit C.

3.02 Please note the Selection Process described in Section 7 of these Instructions.

3.03 The Board is tax exempt. The sales or use tax on materials or supplies exempted by regulations of the Connecticut Department of Revenue Services shall not be included as part of a bid price proposed by the Bidder for the Project (the “Bid Price”).

3.04 The term “Bid Documents” shall mean and include these Instructions to Bidders and all exhibits and schedules attached hereto and such other documents and information as may otherwise be incorporated herein by reference.

4. SCOPE OF THE WORK

4.01 The scope of the work for the Project is described on Exhibit D (the “Work”).

5. ADDENDA/INTERPRETATIONS/RFIS/SUBSTITUTIONS

5.01 Interpretations/Requests for Information

- Bidders requiring information regarding clarification or interpretation of the Bid Documents shall make a written request to the Board by email to Leon Krolikowski LKrolikowski@darienps.org no later than **10:00 AM on July 1, 2024**.

Responses to such requests shall be provided by the Board by way of Addenda.

5.02 Addenda

- Addenda will be posted on the Board’s website: <https://www.darienps.org/departments/safety-and-security> by close of business on **July 3, 2024**.
- Interpretations or changes to, or corrections of, the Bid Documents, or substitutions made in any manner other than by way of an Addendum will not be binding, will be of no force and effect and Bidders shall not rely upon them.

6. DELIVERY OF BIDS

6.01 Bids must be delivered by mail in sealed envelopes clearly marked with the **name and address of the Bidder** and the words **“Response to RFP for Construction Services, Installation of Impact Film on Windows”**, to the attention of Leon Krolikowski, Director of Security at Darien Public Schools, located at 35 Leroy Avenue, Darien, CT 06820 by

the Bid Deadline. The Board has no responsibility for any delays caused by the delivery process chosen by the Bidder.

6.02 Bids must contain the items described in Section 3 of these Instructions.

7. SELECTION PROCESS

7.01 Bids will be opened on **July 10, 2024 at 1:00 PM** in the Darien Public Schools, Board Room, 35 Leroy Avenue, Darien, CT 06820. No Bidder may withdraw a Bid within 90 days after the date that the bids are opened.

7.02 The Board will be responsible for evaluating the bids and for the selection of the Contract awardee. The evaluation criteria shall include (i) the quality of the Bidder's references, and (ii) the contents of the Bidder's Bid submission. The Board will award the Contract to the Bidder determined by the Board to submit a bid which meets the requirements, terms, and conditions contained in the bid specifications and in the lowest among those bidders possessing the skill, ability and integrity necessary for faithful performance of the work based on objective criteria considering past performance and financial responsibility ("Lowest Responsible Qualified Bidder").

7.03 Any Bid not including the attendant submissions required hereunder shall be considered unresponsive and may be rejected by the Board.

7.04 The Board also reserves the right to negotiate further with one or more of the firms as to any features of their Bids and to accept modifications and clarifications of the Bid when such action will be in the best interests of the Board.

7.05 Bidders whose Bids are deemed unacceptable will be notified promptly.

8. THE CONTRACT

8.01 The Board intends to use, and the successful Bidder will be required to execute and deliver, a contract in a form substantially similar to the contract attached as Exhibit E (the "**Contract**"), to contract for the Project. Notwithstanding the foregoing, the Board reserves the right to further modify the Contract prior to its execution. If a Bidder has objections to any of the terms and conditions of the Contract, such objections should be specifically identified and included in the Bid submission.

8.02 Please refer to the Contract for important terms and conditions that are applicable to the Project such as markup limitations for changes in the scope of the Work, liquidated damages, indemnification obligations and other important rights and obligations.

9. INSURANCE REQUIREMENTS

9.01 The insurance requirements to be met by the successful Bidder are set forth on Exhibit G to this RF

10. FURTHER INFORMATION AND REQUIREMENTS

10.01 NONDISCRIMINATION

The Board prohibits harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1991; and applicable state laws.

As part of its Bid submission each Bidder shall submit the signed Statement of Policy attached hereto as Exhibit H confirming the Bidder's equal opportunity policies.

10.02 BACKGROUND CHECK REQUIREMENTS AND STUDENT SAFETY

The successful Bidder will be required to comply with all applicable laws including, without limitation, the requirements set forth on Exhibit I hereto.

10.03 PREVAILING WAGE LAW AND PAYROLL CERTIFICATION

This Project is subject to the prevailing wage requirements of the State of Connecticut (CGS §31-52). The applicable Wage Rates are attached hereto as Exhibit K.

The wages paid on an hourly basis to any mechanic, laborer or worker employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

To the extent required pursuant to Connecticut General Statute Section 31-53b, the contract awardee shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of

telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

10.04 PERFORMANCE AND PAYMENT (LABOR AND MATERIALS) BONDS

If the contract awarded in connection with this RFP exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), the successful Bidder will be required to furnish a Payment (Labor and Material) Bond, in an amount equal to one hundred percent (100%) of the contract price, as security for the payment of all the contractor's obligations under the contract documents.

The Board is requesting as an alternate, that the Bidder provide costs for a Performance Bond in an amount equal to one hundred percent (100%) of the contract price, as security for the faithful performance of all contractor's obligations under the contract documents. The Performance Bond costs are to be broken out for each school as reflected on the Bid Proposal Form.

Bonds shall be in the forms prescribed by law or regulation and shall be acceptable to the Board. Bonds shall meet the requirements of the applicable Connecticut General Statutes, including but not limited to Sections 49-41, 49-41a, and 49-42 with regard to the Payment Bond and Section 38a-290 with regard to the Performance and Payment Bonds. The Performance Bond shall meet the three (3) year minimum requirement set forth in Section 38a-290 of the Connecticut General Statutes. Surety companies executing Bonds must appear on the United States Treasury Department Circular Number 570, as amended, and be authorized to transact business in the State of Connecticut. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.05 PROHIBITED INTEREST

No member, officer or employee of the Board, or member of a local public agency having jurisdiction within the Board, during his or her tenure or one year thereafter, shall be permitted to share in, have interest in or benefit from, directly or indirectly, any contract or agreement resulting from this RFP.

EXHIBITS TO THESE INSTRUCTIONS:

- Exhibit A:** Bid Proposal Form
- Exhibit B:** Submission Requirements
- Exhibit C:** Form of Bid Bond
- Exhibit D:** Scope of the Work
- Exhibit E:** Form of Contract
- Exhibit F:** Invitation to Bid
- Exhibit G:** Insurance Requirements
- Exhibit H:** Statement of Policy re: Equal Opportunity
- Exhibit I:** Background Check Requirements and Student Safety
- Exhibit J:** Non-collusion Affidavit
- Exhibit K:** Wage Rates

EXHIBIT A

**BID PROPOSAL FORM
DARIEN BOARD**

Project: **Construction Services for the Installation of Impact Film on Exterior Windows and Doors at Three Schools in Darien CT**

The undersigned hereby proposes and agrees to fully perform the work for the Project including, without limitation the Base Bid Items (defined below) within the time stated in the Instructions to Bidders and in accordance with the Bid Documents for the Base Bid amount set forth below.

Base Bid Items includes: All labor, materials, services, and equipment necessary for completion of the work for the Project as described in the Bid Documents and the Instructions to Bidders which shall include, without limitation, the purchase and installation of impact resistant film on all exterior facing windows and doors at Tokeneke Elementary School, Middlesex Middle School and Darien High School, and all other components of the work described in the Bid Documents.

Darien High School:

Base Bid Amount: Lump sum amount of _____ Dollars (\$ _____), inclusive of Payment and Performance Bonds.

Alternate:

Performance Bond: _____ Dollars (\$ _____).

Middlesex Middle School:

Base Bid Amount: Lump sum amount of _____ Dollars (\$ _____), inclusive of Payment and Performance Bonds.

Alternate:

Performance Bond: _____ Dollars (\$ _____).

Tokeneke Elementary School:

Base Bid Amount: Lump sum amount of _____ Dollars (\$ _____), inclusive of Payment and Performance Bonds.

Alternate:

Performance Bond: _____ Dollars (\$ _____).

Names of Subcontractors to be utilized on the Project: If a subcontractor is to be assigned to only one school, identify the school.

Receipt of Addenda Acknowledged:

Signature

Addendum No. 1 dated _____, 2024 _____

Addendum No. 2 dated _____, 2024 _____

Addendum No. 3 dated _____, 2024 _____

By its signature below, the undersigned hereby:

1. Agrees and warrants that if selected as contract awardee for the Project, undersigned shall, within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Board, execute a contract in accordance with the terms of this general bid and the Instructions to Bidders;
2. Represents that the undersigned has read and understood the Bid Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit K, and the Addenda set forth above;
3. Certifies that, as _____(Title/Capacity) of the Bidder, all of the information and material included in Bidder's bid submission is complete, accurate, and true; and
4. Understands the terms and conditions of the Bid Documents, and understands that, if any information submitted by or on behalf of the Bidder is found to be incomplete, inaccurate, or false, or if any attempt to mislead the Board is discovered, either during the evaluation or subsequent to any award, the same may result in the disqualification of the Bidder and/or the immediate termination of the Contract.

Signature _____ Date _____

Name _____ Title _____

Signed this ____ day of _____, 2024 by:

Print Name: _____, Title _____

EXHIBIT B

SUBMISSION CONTENTS

Bids should include the following information and documents organized and presented as provided and in the form listed below:

1. **Bidder's History and General Qualifications**: Provide a general statement of the Bidder's history and qualifications for the Project. [Use Exhibit B-1]
2. **References**: Provide references and the other information for at least three projects the Bidder has completed or is currently working on for educational institutions (preferably located in Connecticut) which projects are similar in character and scope to the Project. [Use Exhibit B-2] By submission of a proposal in response to the RFP, each Bidder authorizes the Board to contact the Bidder's disclosed references regarding the services performed by the Bidder in each case.
3. **Financial Capability**: Evidence that the Bidder is financially stable and capable of performing the Work and completing the Project. [Use Exhibit B-3]
4. **Litigation**: Descriptions of all pending and threatened litigation or arbitration in which the Bidder is named as a party as well as any judgments entered against the Bidder during the last five years. [Use Exhibit B-4]
5. Along with the information to be provided above, the Bidder shall submit the following:
 - Fully completed Bid Proposal Form [Use Exhibit A]
 - Bid Bond [See Exhibit C]
 - Completed and Executed Non-Collusion Affidavit [Use Exhibit J]
 - A list of the names and addresses of proposed subcontractors that will perform any part of the work for the Project on behalf of the Bidder. The Board reserves the right to reject any or all proposed subcontractors. In the event the Board so rejects any or all subcontractors proposed by a Bidder, such Bidder may, notwithstanding anything to the contrary in these Instructions, withdraw its Bid without penalty. The Board hereby reserves the right to allow a Bidder whose subcontractor or subcontractors are rejected hereunder, to re-submit a Bid with subcontractors acceptable to the Board.

EXHIBIT B-1

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

1. A Letter of Transmittal signed by a principal of the Bidder, not to exceed two (2) pages, describing in narrative form the company's identity, contact information, and the company's qualifications for the Services.
2. Company Overview:
 1. Name and location, including the office location that will be serving the Town
 2. Number of years the company has been in the business of providing the services or performing the work upon which they are bidding
 3. Number of employees and how many of them will be dedicated to the Services
 4. Evidence of the company's licensing/authority to do business in the State of Connecticut.
3. Client Base:
 - a. Names and contact information for the three references for whom or which the Bidder has provided services or performed work in the last 2 years in connection with projects similar in size and scope to the services and/or work upon which they are bidding. Provide Owner name and telephone number for each Project.
 - b. Provide a description of each of the three projects and the contractor's role in each project.
4. Company Information:
 - a. Name, email and telephone number of the Bidder's contact person.
 - b. A brief history of the company
 - c. A list of the team members that would be assigned to the Services and their roles and responsibilities
 - d. A list of the subcontractors that the Bidder would engage for the Services
 - e. A list of projects for which the company has provided services in the last five years which projects have similar challenges to the Services and indicate if any claims, disputes, arbitration or litigation proceedings have occurred on any of these projects. If so, identify if they were between Owner/Contractor or Contractor/Subcontractor and give the status of each.
5. Litigation/Disputes:

Provide information concerning any suits filed, judgments entered, or claims made against your company during the last five (5) years with respect to contractual services provided by your company, or any declaration of default or termination for cause against your company with respect to such services.
6. Additional information, not included above, that the company feels may be useful and applicable to this RFP and helpful to the Town's evaluation of the Bidder (limit response to two pages).

EXHIBIT B-2

REFERENCE CHECK

Please provide three (3) references:

1. _____
Name

Contact Person

Telephone Number

Period of Contract

Type of Services Provided to Reference

2. _____

Name

Contact Person

Telephone Number

Period of Contract

Type of Services Provided to Reference

3. _____

Name

Contact Person

Telephone Number

Period of Contract

Type of Services Provided to Reference

EXHIBIT B-3

FINANCIAL CAPABILITY

Submit evidence that the Bidder is financially stable and capable of performing the work and completing the Services. Examples of financial capability submissions may include, but are not limited to, accountant statements and banking statements.

EXHIBIT B-4

PENDING OR THREATENED LITIGATION

For cases pending, please provide the following information for each matter:

1. Parties (suing or being sued)
2. Docket Number and Court
3. Brief Description and Status

JUDGMENTS

Please provide the following information for each matter:

1. Parties (suing or being sued)
2. Docket Number and Court
3. Brief Description and Amount of Judgment

(Attach additional sheets, if necessary.)

EXHIBIT C

STANDARD BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, That we, _____, hereinafter called the Principal, of _____, as Principal, and, hereinafter called the Surety, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Connecticut, as Surety, are held and firmly bound unto _____, as Obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a proposal hereinafter mentioned, lawful money of the United States of America, for the payment of which, well and truly to be made to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee related to a contract for the

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the said contract in writing with _____ and give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

Principal _____ (Name of Contractor)
By: _____ (Contractor as Principal)
Name: _____ (Print Name)
Title: _____

Surety: _____ (Name of surety)
By: _____
Name: _____ (Print Name)
Title: _____

EXHIBIT D

SCOPE OF THE WORK

The Contractor shall provide all necessary permits, materials, equipment, and labor to complete the Project in accordance with all applicable building codes, laws and regulations. To the extent required, Contractor shall be responsible to obtain and pay for all permits, licenses, certificate, registrations and approvals as required by law. Work for the Project will include, but not be limited to the following:

1. The window film must be a product comparable or identical to the 14 mil product identified in this link below. <https://www.titanwindowfilms.com/3m-security-solutions/3m-security-laminate/3m-safeguard-s140-security-window-film.html>. The Contractor shall provide a product specification sheet for any substitute for the 3M product identified.
2. The installation is to be performed in a two-part process: 1) install impact film and 2) caulk the impact film to secure it to the windows and/or doors. Window film shall be installed eight (8) feet up from the ground level on all exterior windows and doors.
3. The selected Contractor must be able work after school hours (e.g., 3 PM to 10 PM, etc.), so that the work is completed before the start of the 2024-2025 school year.
4. A likely project start date is **July 24, 2024**, and the end date is **November 22, 2024**.
5. The selected Contractor must be able to work simultaneously at the three schools.
6. Contractor shall adhere to all OSHA safety procedures and practices at all times and comply with local, state and federal codes, as applicable. Contractor shall insure that all work performed is performed in a safe manner and that all employees of Contractor and any subcontractors shall adhere to all applicable safety practices and procedures.
7. To the extent require by any warranties, Contractor's installers of the impact resistant film shall be certified by the manufacturer.
8. All product warranties are to be provided to the Board upon substantial completion of the Project.
9. Contractor shall keep school grounds clean and free from rubbish at all times upon completion of each day's work.

EXHIBIT E
FORM OF CONTRACT

EXHIBIT F

INVITATION TO BID

PUBLIC NOTICE

**INVITATION TO BID
DARIEN PUBLIC SCHOOLS**

The Darien Board of Education (“Board”) is issuing an Invitation to Bid inviting qualified contractors to submit bids for the provision and installation of impact film on all windows at the following three (3) schools located in Darien:

Tokeneke Elementary School
70 Old Farm Road
Darien, CT 06820

Darien High School
80 High School Lane
Darien, CT 06820

Middlesex Middle School
204 Hollow Tree Ridge Road
Darien, CT 06820

The Bid Documents are accessible on the Board’s website at <https://www.darienps.org/departments/safety-and-security>.

In the event of a conflict between the Bid Documents and this Notice, the terms of the Bid Documents shall govern.

All Addenda will be published on the Board’s website referenced above.

This Project is subject to prevailing wage requirements per Connecticut General Statutes Section 31-53.

Bid Security in the form of a Bid Bond in an amount equal to 10% of the base bid shall be required to be submitted with each bid as described in the Bid Documents. The successful bidder will be required to provide payment and performance bonds as provided in the Bid Documents.

The Board reserves the right to amend or withdraw this Invitation to Bid for any reason (including, but not limited to, the failure of the Board to approve the Project by vote at referendum or the lack of funding for the Project), to accept or reject any or all bids, to waive any informalities or non-material deficiencies in any bid submission, to award or not award a contract in connection with this Invitation to Bid, and to award a contract to the bidder to be the Lowest Responsible Qualified Bidder.

Bids should be delivered in a sealed envelope in the manner and clearly marked as described in the Bid Documents. All bids must be received by **1:00 PM on July 10, 2024** at 35 Leroy Avenue, in the Darien Public Schools, Board Room.

The Bid Documents contain a detailed scope of work and important deadlines and other bidding requirements.

EXHIBIT G

INSURANCE REQUIREMENTS

The successful Bidder (referred to as the “Contractor” on this Exhibit G) shall purchase from and maintain in a company or companies with an A.M. Best rating of A- (VII) or better, the insurance described, and in accordance with the sample Certificate on Insurance (COI) provided below:

1. **Workers’ Compensation:** Contractor shall provide workers’ compensation insurance in accordance with the statutory limits, and employer’s liability limits of **\$1,000,000** for each accident, and for disease (each employee and policy limit).
2. **Commercial General Liability Insurance:** Contractor shall provide commercial general liability insurance including products and completed operations. Limits shall be not less than **\$1,000,000** each per occurrence for bodily injury & property damage, and for personal & advertising injury; damage to rented premises of **\$100,000**, and Medical Expenses **\$5,000** for any one person with a general aggregate limit of **\$2,000,000** per policy. The policy should not exclude coverage for sexual abuse or molestation.
3. **Commercial Automobile Insurance:** Contractor shall maintain commercial automobile liability insurance including owned, hired, and non-owned vehicle coverage in an amount of not less than **\$1,000,000** per occurrence for bodily injury and property damage on a combined single limit basis.
4. **Umbrella or Excess Liability Insurance:** Contractor shall provide umbrella or excess liability policy in excess (following form and without restriction or limitation) of those limits and coverages for commercial general liability, automobile liability and employer’s liability insurance described above. The policy shall contain limits of liability in the amount of **\$3,000,000** each occurrence and **\$3,000,000** in the aggregate.
5. **Waiver of Subrogation:** A waiver of subrogation in favor of the certificate holder shall be included on all policies.
6. On all policies (except the workers’ compensation), The Darien Board of Education and the Town of Darien, its officials, officers, employees, agent, Boards and Commissions should be included as additional insureds, on a primary and non-contributory basis.
7. Contractor shall provide 60-days written notice to the Board in case of cancellation or non-renewal and 10-days for non-payment.
8. Unless otherwise provided above, the foregoing insurance shall be in effect no later than the date of execution of the Contract and shall continue in effect until three years after substantial completion of the Project. The insurer(s) and/or their authorized agents shall provide the BOARD certificates of insurance prior to execution of the Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agent name/address	CONTACT NAME: Insurance Agent contact	
	PHONE (A/C No. Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Vendor/contractor insurance companies		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> contractual liability included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X				EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Darien Board of Education and the Town of Darien, its officials, officers, employees, agent, Boards and Commissions are included as additional insureds on all policies except Workers Compensation, on a primary and non-contributory basis. All policies include a waiver of subrogation in favor of the certificate holder.

CERTIFICATE HOLDER

CANCELLATION

Town of Darien 2 Renshaw Road Darien, CT 06820	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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EXHIBIT H

EQUAL OPPORTUNITY

Darien Public Schools is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, religion, sex (including transgender status, gender identity or expression, sexual orientation, or civil union status), pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

STATEMENT OF POLICY

It is the employment policy of _____ [Name of Bidder] that there shall be no discrimination against anyone on the grounds of age, race, color, national origin, ancestry, religion, sex (including transgender status, gender identity or expression, sexual orientation, or civil union status), pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws in the hiring, upgrading, demotions, recruitment, termination and selections for training.

Name of Bidder: _____

Date:

By: _____
Name:
Title:

Telephone Number

Street Address

Email

City/State

EXHIBIT I

BACKGROUND CHECKS

The successful Bidder (referred to as Contractor in this Exhibit) shall be required to comply with the following requirements:

Prohibited Activities and Background Check Requirements

Contractor shall comply with all applicable law including, without limitation, Connecticut General Statutes Section 10-222c, as applicable, and with the requirements set forth in this Exhibit.

Interaction with School Community. The scope of the Work does not, and will not under any circumstances, require any contact with students or any other minors physically present in the facilities of, or the grounds surrounding, the school where the Project is located (the "School Grounds"). None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall, under any circumstances, converse or interact in any manner, with students or any minors physically present on the School Grounds. None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall interact with any adult members of the school community (including, without limitation, employees, officials, or visitors, including parents of students enrolled in the District's schools) with respect to the Project with the exception of the District's Designated Representative as provided in the Contract. All of the Contractor, Subcontractors, Sub-subcontractors, and their respective employees, agents or representatives shall, while on the School Grounds, refrain from use of vulgar language, obscene gestures, or any other behavior inappropriate for a school environment and/or property on which minor children are or may be present.

Background and Employment History Checks.

To the extent permitted by law, the Contractor shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, a "Contractor Employee"), and all of the employees, agents, and representatives of Subcontractors and Sub-subcontractors (each, a "Subcontractor Employee"), who will be physically present on the School Grounds in connection with the Project, appropriate background checks on all such Contractor Employees and Subcontractor Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families. For those Contractor Employees and Subcontractor Employees who are to be physically present on the School Grounds in connection with the Project and whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families registry shall be checked. The Contractor shall complete (or cause to be completed) background checks as to each Contractor Employee and Subcontractor Employee prior to such Contractor Employee or Subcontractor Employee being permitted to be physically present on the School Grounds. If the Contractor receives any information indicating that any Contractor Employee or Subcontractor Employee may be registered as a sexual offender, may have a record of abuse or neglect, or is, in any other manner, unfit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present, the Contractor shall immediately forward such information to the District,

to the extent permitted by law, and shall immediately remove the individual from the School Grounds and from participation in the Project.

Contractor represents and warrants that, in its best professional judgment, each Contractor Employee and each Subcontractor Employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present. The Contractor shall immediately remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project if requested to do so by the District (which request shall be made in the District's sole discretion) or if it becomes known to the Contractor that such Contractor Employee or Subcontractor Employee may be a danger to the health, safety or well-being of the school community, its students, or any minor children. A request by the District to remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project shall not constitute a breach of the Contract.

The Contractor shall include and shall require all Subcontractors to include the foregoing requirements in all subcontracts for the Project.

The Contractor shall provide the District with a list of all employees who will work at each school.

The Contractor shall ensure that all employees wear clearly identifiable company identification while on school grounds.

By execution of the Contract, the Contractor shall represent and warrant that it has fully complied with the requirements of this Exhibit. To the extent permitted by law, the Contractor agrees that upon the District's request, Contractor shall promptly provide the District with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks required by this Exhibit. Failure by the Contractor to comply with its obligations under this Exhibit shall constitute a material breach of the Contract.

EXHIBIT J

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____) ss

County of _____)

_____, being first duly sworn, deposes and says that:

1 That he/she is a () Partner; () Officer; () Member; () Owner of the firm of:

the party making the foregoing proposal or bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder, nor any of its officers, partners, owners, representatives, employees, or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Darien Board of Education, or any other person interested in the contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. All statement in said Bid are true.

(Signed) _____

(Title) _____

Sworn and subscribed before me _____ this _____ day of _____, 2024.

_____.

Notary Public

My Commission Expires: _____

Subscribed and Sworn to before me on this _____ day of _____, 2024.

Notary Public

EXHIBIT K
PREVAILING WAGE RATES

https://portal.ct.gov/dol/divisions/wage-and-workplace-standards/prevailing-wage?language=en_US