

LEGAL NOTICE

AVON EDUCATION ASSOCIATION

**REQUEST FOR PROPOSALS FOR
VOLUNTARY VISION INSURANCE**

June 16, 2016

The Avon Education Association invites sealed proposals for Voluntary Vision Insurance until 12:00 PM on June 27, 2016.

The documents comprising the Request for Proposals may be obtained in person at Avon Board of Education, Business Office, 34 Simsbury Road, Avon, CT 06001, during the hours of 8:00 AM – 4:00 PM Monday through Friday or on the our website, www.avon.k12.ct.us, (select “District”, “Request for Proposal”).

The Avon Education Association reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the contract to the lowest proposal that meets the criteria set forth in the RFP and is in the best interests of the Avon Education Association.

AVON EDUCATION ASSOCIATION
REQUEST FOR PROPOSALS FOR
VOLUNTARY VISION INSURANCE
For Fiscal Years 2016-2017 - 2019-2020

Proposal Closing Date/Time: June 27, 2016 – 12:00 pm

The Avon Education Association invites all qualified firms as described below to submit proposals to provide Voluntary Vision Insurance to the Avon Education Association as specified in this Request for Proposal (the “RFP”). The purpose of this process is to obtain required Voluntary Vision Insurance at a competitive price. The contract will be for a fixed period of four (4) years at the election of the Avon Education Association.

One (1) original and five (5) copies of sealed proposals must be received at the Avon Board of Education, 34 Simsbury Road, Avon, CT 06001, by the date and time noted above. The Avon Education Association will not accept submissions by e-mail or fax. The Avon Education Association will not accept proposals received after the date and time noted above.

The documents comprising this Request for Proposals may be obtained in person at the Avon Board of Education, 34 Simsbury Road, Avon, CT 06001, during the hours of 8:00 AM – 4:00 PM Monday through Friday, or on the Our website, www.avon.k12.ct.us, (select “District”, “Request for Proposal”.) **Each proposer is responsible for checking the website to determine if the Avon Education Association has issued any addenda to this RFP and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

Proposals must be held firm and cannot be withdrawn for ninety (90) calendar days after the proposal closing date.

The Avon Education Association reserves the right to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the lowest proposal that meets the criteria set forth in the RFP and that is in the best interests of the Avon Education Association.

This Request for Proposals (“RFP”) includes:

- Standard Instruction to Proposers
- Required Contract Terms
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Non Collusion Affidavit Form
- Proposer’s Statement of References Form
- Legal Service Contract (Sample)

AVON EDUCATION ASSOCIATION

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Avon Education Association invites all qualified firms as described below to submit proposals to provide Voluntary Vision Insurance to the Avon Education Association as specified in this Request for Proposal (the "RFP"). The purpose of this process is to obtain required Voluntary Vision Insurance at a competitive price. The contract will be for a fixed period of four (4) years at the election of the Avon Education Association. This RFP is not a contract offer, and **no contract will exist unless and until a written contract (the "Contract") is signed by the Avon Education Association and the successful proposer.**

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any Avon Education Association employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.**

Except as otherwise provided in the Contract, if there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Avon Education Association may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Avon Education Association determines it is in the Avon Education Association's best interest. Any such action shall be effected by a posting on the website, www.avon.k12.ct.us, (select "District", "Request for Proposal".) **Each proposer is responsible for checking the website to determine if the Avon Education Association has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

If this RFP provides for a multi-year Contract, the Avon Education Association also reserves the right to terminate the Contract in subsequent years in the event that an appropriation is granted during any fiscal year cycle. The Avon Education Association shall have no obligation or liability to the successful proposer for any unfunded year or years.

3. KEY DATES

Interviews:	To be Determined – See Section 23
Preliminary Notice of Award:	Within 90 days
Commencement of Work:	Within ten (10) calendar days of Notice to Proceed
Bid Opening:	June 27, 2016

The Interviews, Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. **OBTAINING THE RFP**

All documents that are a part of this RFP may be obtained in person at, Avon Board of Education, 34 Simsbury Road, Avon, CT 06001 during the hours of 8:00 AM – 4:00 PM Monday through Friday or on the website, www.avon.k12.ct.us, (select “District”, “Request for Proposal”.)

5. **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received at the Avon Board of Education, 34 Simsbury Road, Avon, CT 06001 prior to the proposal closing date and time. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Avon Education Association will **NOT** accept late proposals. The Avon Education Association will **NOT** accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery.

One (1) original and five (5) copies of all proposal documents must be submitted in two (2), envelopes clearly labeled with the proposer’s name, the proposer’s address, the words “**Voluntary Vision Insurance**,” on the outside of the envelope. The Avon Education Association may decline to accept proposals submitted in unmarked envelopes that the Avon Education Association opens in its normal course of business. The Avon Education Association may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as “SAME” shall not be used in the Proposal Form.

Compensation for services shall be proposed for each year of a four (4) year both fixed monthly retainer and an hourly rate. Although the price is fixed, the price will include a minimum number of hours allocated as described in Proposal Form. The proposal shall specify the minimum number of hours that will be allocated for the services by each of the partner in charge, and Voluntary Vision Insurance. The firm will provide the Avon Education Association with a statement of chargeable hours to substantiate billings. Billings are to be consolidated and sent to the Avon Education Association, but shall separately identify Voluntary Vision Insurance work done with respect to the Avon Education Association. All payments for the Avon Education Association will be made by the Avon Education Association through the Business Office. Changes in compensation shall be negotiated only if the Avon Education Association expands or reduces the scope of services for any given year or exercises options for years beyond the base four (4) year term.

Proposals may be withdrawn personally or in writing provided that the Avon Education Association receives the withdrawal prior to the proposal closing date and time. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for ninety (90) calendar days after the opening date, in order to give the Avon Education Association sufficient time to review the proposals, investigate the proposers’ qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name: James Quigley
Department: President, Avon Education Association
E-mail: Jquigley@avon.k12.ct.us
Fax: 860-404-4704

Questions concerning this RFP's Specifications are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name: James Quigley
Department: President, Avon Education Association
E-mail: Jquigley@avon.k12.ct.us
Fax: 860-404-4704

Proposers are prohibited from contacting any other Avon Education Association employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Avon Education Association representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail.

The Avon Education Association will answer all relevant written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Avon Education Association will post any addenda on the website, www.avon.k12.ct.us, (select "District", "Request for Proposal".) **Each proposer is responsible for checking the website to determine if the Avon Education Association has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Avon Education Association, including oral statements by the Avon Education Association representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Avon Education Association reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Avon Education Association in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Avon Education Association shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Avon Education Association's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Avon Education Association as described in this section, the Avon Education Association shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Avon Education Association receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Avon Education Association in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Avon Education Association's discretion.

12. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References Form included in this RFP.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Avon Education Association may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete the Proposer's Legal Status Disclosure Form included in this RFP.

14. PROPOSAL SECURITY

This item is not applicable to this RFP.

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Avon Education Association. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not limited to any addenda posted on the website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the provision or goods or performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined as described in this RFP, and it is capable of performing the work to achieve the Avon Education Association's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. SUBSTITUTION FOR NAME BRANDS

This item is not applicable to this RFP.

17. TAX EXEMPTIONS

The Avon Education Association is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6001957 and pursuant to Conn. Gen. Stat. Chapter 219, § 12-412(1).

18. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Avon Education Association reserves the right to request from the successful proposer a complete, certified copy of each required insurance policy.

19. PERFORMANCE SECURITY

This item is not applicable to this RFP.

20. DELIVERY ARRANGEMENTS

This item is not applicable to this RFP.

21. REVIEW OF PROPOSALS

The Avon Education Association will use an integrated analysis looking for best value. As an aid in this process, a point system will be utilized during the review process to score proposals. Upon meeting each of the Mandatory Elements (Section #23. a-d below) The Avon Education Association will score each technical proposal under each of the criteria described in Section #23 below. The Avon Education Association will combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed price proposal will be opened and additional points will be added to the technical score based on the price proposal. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers. Points may also be assigned based on responses given by the firms during oral presentations.

The Avon Education Association will use the point system only as an aid in choosing a firm to perform Voluntary Vision Insurance. The Avon Education Association is not required to award the contract based on points, but may choose a firm based on what it deems to be in the best interest of the Avon Education Association, whether or not the firm has the most points.

The Avon Education Association reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether the proposal is selected.

22. EVALUATION CRITERIA

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represents the criteria which will be considered during the evaluation process:

Mandatory Elements

- a. Qualified Firm: The Voluntary Vision Insurance firm is independent and licensed to practice in Connecticut (Specifications);
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the Avon Education Association;
- c. The firm adheres to the instructions in this RFP on preparing and submitting the proposals;

- d. The firm submits a copy of its last external quality control review report and the firm exhibits a record of quality legal work.

Technical Quality: (Maximum Point 60)

- a. The firm's past experience and performance on comparable government engagements;
- b. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

To fairly evaluate all firms, the following information is also required:

- a. Price (Dollar Cost Proposal): (Maximum Points: 40)

NO ONE FACTOR WILL CONTROL THE SELECTION OF A VOLUNTARY VISION INSURANCE FIRM. Points awarded, which may be based on technical qualifications, price and other factors, will be relevant to selecting a firm, but may not be determinative of which firm will be chosen.

- b. Oral Presentation

During the evaluation process, the Avon Education Association may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Avon Education Association may have on a firm's proposal. Not all firms may be asked to make such oral presentations and the Avon Education Association is under no obligation to select a firm that makes an oral presentation.

- c. Final Selection

The Avon Education Association will select a firm based upon the recommendation of the Committee and satisfactory reference information.

23. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION

The Avon Education Association reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Avon Education Association reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Avon

Education Association also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Avon Education Association will select the lowest proposal that meets the criteria set forth in the RFP and is in the best interests of the Avon Education Association; meaning that, in addition to price, due consideration will be given to factors such as a proposer's experience, references, capabilities, past performance, and other relevant criteria. The Avon Education Association may reject any proposer if, in the sole judgment of the Avon Education Association, the proposer's past performance gives rise to a substantial risk that the proposer may not provide satisfactory performance.

The Avon Education Association generally will not award the proposal to any business or person in arrears or in default to the Town of Avon with regard to any tax, debt, contract, security or any other obligation.

The Avon Education Association will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Avon Education Association any obligations. The Avon Education Association is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Avon Education Association has obligations, only if and when a Contract is executed by the Avon Education Association and the proposer.**

If the proposer does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Avon Education Association, the Avon Education Association may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Interviews, Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

24. NONRESIDENT REAL PROPERTY CONTRACTORS

This item is not applicable to this RFP.

25. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Avon Education Association, its employees, officers, officials, agents, volunteers and independent contractors,

including any of the foregoing sued as individuals (collectively, the “Avon Education Association Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Avon Education Association Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney’s fees and costs incurred by the Avon Education Association Indemnified Parties in enforcing any of the successful proposer’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful proposer’s obligations under this section shall survive the termination or expiration of the Contract.

26. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer’s Non Collusion Affidavit Form that is part of this RFP.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

AVON EDUCATION ASSOCIATION

REQUIRED CONTRACT TERMS

The following provisions will be mandatory terms of the Avon Education Association's Contract with the successful proposer. If a proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form (see Section 11 of the Standard Instructions to Proposers):

1. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Avon Education Association, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Avon Education Association Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. Without limiting the foregoing, the obligation to defend, indemnify, and hold harmless includes injuries to persons (including injuries resulting in death) and injuries to property (including injuries to the environment). The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance.

In any and all claims against the Avon Education Association Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Avon Education Association Indemnified Parties in enforcing any of the successful proposer's obligations under this section. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Avon Education Association will NOT defend, indemnify, or hold harmless the successful proposer.

2. NO ASSIGNMENT; SUBCONTRACTING

The successful proposer shall not subcontract, transfer or assign all or any portion of its obligations under the Contract.

3. W-9 FORM

The successful proposer must provide the Avon Education Association with a completed W-9 form before Contract execution.

4. GENERAL PROVISIONS CONCERNING PAYMENTS

Except as otherwise noted in the Specifications or Contract, all payments are to be made 30 days after the appropriate Avon Education Association employee receives and approves the invoice, unless otherwise specified in the Specifications.

The firm will provide the Avon Education Association with a statement of chargeable hours to substantiate billings. Billings are to be consolidated and sent to the Avon Education Association.

5. AVON EDUCATION ASSOCIATION INSPECTION OF WORK

The Avon Education Association may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Avon Education Association's benefit and does not transfer to the Avon Education Association the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

6. REJECTED WORK OR MATERIALS

The successful proposer, at its sole cost and expense, shall remove from the Avon Education Association's property rejected items, commodities and/or work within 48 hours of the Avon Education Association's notice of rejection. Immediate removal may be required when safety or health issues are present.

7. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Avon Education Association, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by the Avon Education Association, state and federal representatives during that time.

8. ADVERTISING

The successful proposer shall not name the Avon Education Association in its advertising, news releases, or promotional efforts without the Avon Education Association's prior written approval.

If it chooses, the successful proposer may list the Avon Education Association in a Statement of References or similar document required as part of its response to a public procurement. The Avon Education Association's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Avon Education Association's endorsement of the successful proposer.

9. PREVAILING WAGES

This item is not applicable to this RFP.

10. PREFERENCES

This item is not applicable to this RFP.

11. WORKERS COMPENSATION

This item is not applicable to this RFP.

12. SAFETY

This item is not applicable to this RFP.

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In accordance with the Avon Education Association's Affirmative Action Plan, the successful proposer shall comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, United States Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and Executive Order No. 3 of Governor Meskill.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Avon Education Association's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Avon Education Association contracts.

14. STATE GRANT/LOAN AGREEMENT

This item is not applicable to this RFP.

15. SUCCESSFUL PROPOSER PERSONNEL MUST BE AUTHORIZED TO WORK

The Successful proposer confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Contract are authorized for employment in the United States. The

successful proposer further confirms that it has properly completed I-9s for all employees assigned to the Avon Education Association's place of business. The successful proposer agrees to hold harmless and indemnify the Avon Education Association in the event that any of the employees or other personnel provided by the successful proposer are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the successful proposer. The successful proposer agrees to indemnify, defend and hold the Avon Education Association harmless against any claims brought against the successful proposer or the Avon Education Association as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

16. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Avon Education Association has the right to terminate the Contract effective immediately. In that event, the Avon Education Association reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the Services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

17. NON-EMPLOYMENT RELATIONSHIP

The Avon Education Association and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

18. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

19. COMPLIANCE WITH LAWS; PERMITS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of all governmental bodies, including the United States, the State of Connecticut and the Avon Education Association, related to its proposal and the performance of the Contract. The successful proposer shall also, at its own expense, obtain all permits and approvals from all such governmental bodies required for performance of the Contract, and shall immediately notify the Avon Education Association in writing of the loss or suspension of any such approval or permit.

20. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

END OF REQUIRED CONTRACT TERMS

AVON EDUCATION ASSOCIATION

**SPECIFICATIONS FOR
VOLUNTARY VISION INSURANCE**

PURPOSE:

The Avon Education Association is seeking proposals from qualified firms and/or qualified individual's wishing to provide Voluntary Vision Insurance to the Avon Education Association. Interested parties should submit a proposal in accordance with the requirements and directions described herein.

SCOPE OF SERVICE:

Number of current employees – 300

Number of current retirees - 40

Vision Rider with the following Benefits

	<u>In-Network</u>	<u>Out-of-Network</u>
Examination with dilation as necessary	100% covered after \$10 copay	\$35 allowance
Lenses		
Single	100% after \$15 copay	\$25 allowance
Bifocal	100% after \$15 copay	\$40 allowance
Trifocal	100% after \$15 copay	\$60 allowance
Frames	\$50 wholesale allowance	\$40 retail allow.
Contact Lenses		
Elective (conventional and disposable)	\$150 allowance	\$150 allowance
Medically necessary (limit one pair)	100%	\$210 allowance
Frequency (based on date of service)		
Examination	Once every 12 months	Once every 12 mths
Lenses or Contact Lenses	Once every 12 months	Once every 12 mths
Frames	Once every 24 months	Once every 24 mths

Additional Discounts

Fixed copayments on lens options including: anti-reflective and scratch-resistant coatings

20% retail discount on a second pair of eyeglasses

After copay, standard polycarbonate available at no charge for dependents less than 19 years old

Discount on LASIK surgery

REQUIRED INFORMATION:

In order to be considered each responder shall, at a minimum, submit the following information:

- Brief background statement as to the firm's particular capabilities, history, qualifications and other general introductory information on the responder.
- Resumes of key personnel who would be assigned to Avon.
- A detailed description of all areas of expertise and experience, including the types of services supplied to past and present clients. This information should set forth the extent of specialization, and include background and experience, in the areas as outlined above.
- A detailed description of how the responder proposes to provide Voluntary Vision Insurance to the Avon Education Association and their general approach as to providing the Voluntary Vision Insurance to a municipal client.
- List of municipalities in Connecticut and other states for which the firm has provided similar services in the last five years. Please also include the name and contact information for the said references.
- Details on the amount and extent of malpractice and other insurance carried by the firm; please refer to the Insurance Requirement Section below for specific coverage thresholds required by the Avon Education Association.
- Additional information or documentation that may be useful and applicable to this project.

DURATION OF AGREEMENT:

The term of appointment by the Avon Education Association will be for four (4) years, with the possibility of subsequent appointments for four year periods. Each individual/firm submitting a proposal is requested to detail its fee proposal for a four year basis. Any effect the term of agreement may have on legal fees, cost containment or any other elements of the Board of Education Attorney services should be noted.

END OF SPECIFICATIONS

AVON EDUCATION ASSOCIATION

**INSURANCE REQUIREMENTS FOR
VOLUNTARY VISION INSURANCE**

- a. Commercial General Liability: \$1,000,000
Combined single limits per occurrence for bodily injury, personal injury, property damage and products/completed operations.
1. The Avon Education Association and its respective officers, agents, officials, employees, volunteers, boards and commissions are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Avon Education Association.
 2. The contractor's insurance coverage shall be primary insurance as respects the Avon Education Association. Any insurance or self-insurance maintained by the Avon Education Association shall be excess of the contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage's provided to the Avon Education Association.
 4. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Automobile Liability:
- | | |
|--------------------------------|-------------|
| Each Accident: | \$1,000,000 |
| Hired/Non-owned Auto Liability | \$1,000,000 |
- c. Errors and Omissions/Professional Liability Insurance \$1,000,000
- If issued on a claims-made basis, the policy must remain in effect for the duration of the contract and two (2) years after project completion. An extension of three (3) additional years may be required at the discretion of the Avon Education Association Manager or his/her designee.
 - For all professional contracts - liability policies may not be limited to the fees paid to the vendor.
- d. Worker's Compensation, as required by Connecticut State statutes.
- e. The "Avon Education Association" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- f. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
- g. The contractor shall furnish the Avon Education Association with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on

its behalf. The certificates and endorsements are to be received and approved by the Avon Education Association before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Avon Education Association reserves the right to require complete, certified copies of all required policies, at any time.

- h. It is desired by the Avon Education Association that no insurance be suspended, voided, canceled or modified in coverage or limits without thirty (30) days prior written notice be registered U.S. Mail to: Avon Education Association, 34 Simsbury Road, Avon, Connecticut 06001-3719. Endorsements to the contractor's policies may be used to comply with this requirement.

END OF INSURANCE REQUIREMENTS

AVON EDUCATION ASSOCIATION

**PROPOSAL FORM
VOLUNTARY VISION INSURANCE**

PROPOSER'S FULL LEGAL NAME:

PRICE PROPOSAL

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

Insurance Rates – To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of:

First Year _____

_____/100 Dollars

(write out in words) (\$ _____)

Second Year _____

_____/100 Dollars

(write out in words) (\$ _____)

Third Year _____

_____/100 Dollars

(write out in words) (\$ _____)

Forth Year _____

_____/100 Dollars

(write out in words) (\$ _____)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP, as presented in the attached Fee Proposal. This Price Proposal Form and the attached Fee Proposal must be submitted in a separate, sealed envelope clearly labeled Price Proposal Form.

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products

and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

END OF PRICE PROPOSAL FORM

REQUIRED DISCLOSURES

1. **Exceptions to/Clarifications of/Modifications of the RFP**

_____ This proposal does not take exception to or seek to clarify or modify any requirement of the RFP, including but not only any of the required Contract Terms beginning on page 12 of this RFP. **The proposer agrees to each and every requirement, term, provision and condition of this RFP.**

OR

_____ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including the Required Contract Terms. **Attached is a sheet fully describing each such exception.**

2. **State Debarment List**

Is the proposer on the State of Connecticut's Debarment List?

_____ Yes

_____ No

3. **Occupational Safety and Health Law Violations**

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

4. **Arbitration/Litigation**

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

Yes
 No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

Yes
 No

If "yes," attach a sheet fully describing each such relationship.

7. No Conflict of Interest

Is the proposer aware of any personal or business relationship between an Avon Education Association officer or employee and an officer, director, member, manager or partner of the proposer that could be regarded as creating a conflict of interest?

Yes
 No

If "yes," attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF PROPOSAL FORM

AVON EDUCATION ASSOCIATION

PROPOSER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Proposer's Full Legal Name

(print)
Name and Title of Proposer's Authorized Representative

(signature)
Proposer's Representative, Duly Authorized

Date

AVON EDUCATION ASSOCIATION

PROPOSER'S NON COLLUSION AFFIDAVIT FORM

PROPOSAL FOR:

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Avon Education Association is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Avon Education Association to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 201__.

Notary Public
My Commission Expires:

LEGAL SERVICE

PROPOSER'S STATEMENT OF REFERENCES FORM

Provide three (3) municipal references, providing the names and phone numbers:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES FORM

LEGAL SERVICE CONTRACT

This _____ Contract (the "Contract") is entered into the ____ day of _____, 20__ ("Effective Date") by and between the Avon Education Association, a political subdivision of the State of Connecticut, (the "Avon Education Association") and _____ [*name of entity*], a _____ [*type of entity*], whose principal office is located at _____, _____, _____ (the "Contractor").

WHEREAS, the Avon Education Association has issued a Request for Proposals (the "RFP") for _____ (the "Work"); and

WHEREAS, Contractor submitted a Proposal to the Avon Education Association, dated _____, 20__ (the "Proposal"); and

WHEREAS, the Avon Education Association has selected Contractor and the Avon Education Association and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The RFP, including the Standard Instructions to Proposers, Required Contract Terms, and Specifications;
 - (iii) Addenda;
 - (iv) The Proposal submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the RFP and/or the Proposal, this Contract shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the RFP**, which shall be deemed as fully as part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until June 30, 2020. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Avon Education Association.
 5. Contract Payments. The Avon Education Association will pay the Contractor for work completed in accordance with Section 4 of the Required Contract Terms of the RFP and the Price Proposal contained in the Proposal Form of the RFP.
 6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Avon Education Association shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Avon Education Association, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Avon Education Association in terminating the Contract and securing a new contractor.
 7. If the Avon Education Association does not budget funds in sufficient amounts to pay for the continuation of Contract in years subsequent to the first year of the Contract, the Avon Education Association may terminate the Contract at the end of the last year for which funding has been approved and the Avon Education Association shall have no obligation or liability to the Contractor for the unfunded year or years.
 8. Change Orders, Price Modifications, and Other Amendments. The Avon Education Association shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Avon Education Association. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Avon Education Association.
 9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Avon Education Association and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
 10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.
 11. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.
- IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

[Witness]

By _____
James Quigley
President of Avon Education Assoc.

[COMPANY NAME]

[Witness]

By _____
Its _____