

**FINAL REQUEST FOR PROPOSAL**

**LISBON BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL**

**THE SUPPLY AND INSTALLATION OF DUCTLESS SPLIT AIR  
CONDITIONING SYSTEMS AT LISBON CENTRAL SCHOOL**

**September 20, 2022**

Lisbon Board of Education  
15 Newent Road,  
Lisbon, CT. 06351

**INVITATION TO BID  
SUPPLY AND INSTALL DUCTLESS SPLIT AIR CONDITIIONING SYSTEM**

Lisbon Board of Education is seeking bids for the supply and installation of ductless split air conditioning systems at the Lisbon Central School, located at 15 Newent Road, Lisbon, CT 06351 (the "Project").

The Information for Bidders, Proposal Form, and other Bid Documents, will be available beginning on **September 20, 2022** via the District's Website. The District's website address is [www.lisbonschool.org](http://www.lisbonschool.org) (the "District's Website").

A mandatory Pre-Bid Conference will be held on **September 30, 2022 at 7:00 a.m.** at Lisbon Central School, located at 15 Newent Road, Lisbon, CT 06351CT, in Room 136.

Questions regarding the Bid Documents shall be submitted in writing only by email to Brian McGlew, Director of Buildings and Grounds, at [bmcglew@lisbonschool.org](mailto:bmcglew@lisbonschool.org) no later than **October 4, 2022**. Answers to questions, modifications to the Bid Documents and other information concerning the Bid Documents and/or the bid process shall be set forth in Addenda and published on the District's Website by **October 7, 2022**.

Sealed bids may be mailed to Lisbon Central School, located at 15 Newent Road, Lisbon, CT 06351, or delivered in person to the Lisbon Central School, located at 15 Newent Road, Lisbon, CT 06351. Bids will be accepted until **2:00. p.m. on October 17 2022**, at which time they will be opened and read aloud. The Bid opening will take place in Room 136 unless otherwise provided in an addendum. The exterior of the sealed envelopes containing the Bids must be clearly marked with the name of the bidder and state "Ductless Air Conditioning System Lisbon Central School". The District will not be responsible for the premature opening of any Bid that is not properly marked.

Any Bid, any portion of a Bid, or any documents relating to a Bid submitted by means other than mail or hand delivery as indicated above, or that otherwise fails to comply with the submission requirements stated herein, **will not be accepted or considered in the bid process**.

As security, each Bid must be accompanied by a Bid Bond issued by a Surety Company or Companies properly licensed and authorized to issue bonds and otherwise do business in the State of Connecticut, of an amount not less than 10% of the Bid Price.

The District reserves the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by the District, in its discretion, to be in the best interest of the District. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids.

**LISBON BORD OF EDUCAITON**  
**INSTRUCTION TO BIDDERS**  
**SUPPLY AND INSTALL DUCTLESS SPLIT AIR CONDITIONING UNITS**  
**AT LISBON CENTRAL SCHOOL**

**1. INTRODUCTION**

The Lisbon Board of Education (the “Board”) is inviting qualified contractors to supply and install ductless air conditioning systems in 9 classrooms at the Lisbon Central School, located at 15 Newent Road, Lisbon, CT 06351 (the “Project”) The Project is described in more detail in Section 3 of these Instructions to Bidders (the “Instructions”).

The complete Request for Proposal documents (“Bid Documents”) can be accessed on the Board’s website at [www.lisbonschool.org](http://www.lisbonschool.org). In addition, hard copies will be available on **September 20, 2022** at the Lisbon Central School, 15 Newent Road, Lisbon, CT 06351.

**The BOE has the right to reject any and all Bids in whole or in part. Individual Bids may be rejected for irregularities of any kind, including, without limitation, alteration of form, additions not called for, conditional bids, incomplete bids and unexplained erasures. The BOE retains the right to waive any formality or procedural irregularities in the Bids received, to negotiate with one or more Bidders as permitted by the BOE’s purchasing policies and applicable law, and to award a contract to the Bidder as deemed by the BOE to be in the best interest of the BOE and the District. Nothing herein should be construed to limit in any way the right of the Board to reject any and all Bids or to make such award (or make no award) of a contract in connection with the Invitation to Bid all as determined by the BOE, in its discretion, to be in the best interest of the BOE and the District.**

**2. SCHEDULE**

2.1 A mandatory pre-bid walk through will be held on **September 30, 2022 at 7:00 a.m.** at Lisbon Central School, 15 Newent Road, Lisbon, CT 06351.

2.2 All requests for information and questions regarding this RFP must be received no later than **2:00 p.m. on October 4, 2022** and be directed to Brian McGlew, by e-mail at [bmcglew@lisbonschool.org](mailto:bmcglew@lisbonschool.org). Requests for information, questions and the Board’s responses thereto will be posted on the Board’s website at [www.lisbonschool.org](http://www.lisbonschool.org).

2.3 Addenda will be issued no later than **October 7, 2022**.

2.4 Bidders are required to submit three (3) double-sided copies and one electronic copy of a sealed Proposal by no later than **October 17, 2022 at 2:00 p.m.** at the Lisbon Central School, 15 Newent Road, Lisbon, CT 06351, clearly marked “Ductless Air Conditioning Lisbon Central School”. Telephone, Fax, or electronically transmitted submittals will not be accepted, and no proposals received after the closing date and time will be considered. Failure to comply with these instructions will result in the rejection of your bid.

2.5 The Board is looking to award the Project by **October 24, 2022**. The chosen awardee is expected to enter into a contract with the Board in a form that is acceptable to the Board

2.6 Substantial completion of the Project must be no later than **May 30, 2023**.

### **3. SCOPE**

The scope of work of this Project is described in this RFP. The selected company ("Contractor") shall supply all equipment/materials and installation of a fully functioning ductless air conditioning systems and will be responsible for scheduling, budgeting, and close-out of work. All work shall be performed consistent with all applicable federal, state and local statutes, regulations, codes and ordinances, and the Contract Documents. The work includes, but is not limited to, the following:

3.1 The provision and installation of a condenser and eight (8) 18,000 BTU ductless air-conditioning split units with heat pumps and, manufactured by Mitsubishi;

3.2 The provision and installation of all plumbing, mechanical and electrical equipment/materials required;

3.3 The provision and installation of indoor and outdoor mounting systems/brackets.

3.4 All work necessary to complete the Project including but not limited to:

3.4.1 The removal of the old air conditioning units

3.4.2 Roof penetrations (by Contractor or a subcontractor), and

3.4.3 Plastering, painting, and all work necessary following installation of the equipment to return the site to its original condition.

3.5 The Work is to be performed after normal construction hours (7a.m. - 3:00 p.m., Monday-Friday), when school is not in session to avoid disrupting the education of the student. Contractor is required to schedule the Project accordingly. **Please note that the Contractor is expected to begin work on November 1, 2022, after receipt of a notice to proceed from the Board.**

### **4. CONTENT OF PROPOSALS**

4.1 General Requirements: Submittals shall be double-sided, include a Table of Contents, clearly tabbed for each section of the above "Scope", as well as the information listed below in 4.3. Include a letter of interest providing a brief background of the Company. Respondents shall submit three (3) double-sided copies and one (1) electronic copy (1 compiled PDF file) of their proposals.

4.2 To be considered, a Bid submission must include the following:

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

- 4.2.2 Bid Bond issued by a Surety Company or Companies properly licensed and authorized to issue bonds and otherwise do business in the State of Connecticut, in the penal sum of not less than 10% of the Bid Price.
  - 4.2.3 Please note the Selection Process described in Section 5 of these Instructions.
  - 4.2.4 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”).
  - 4.2.5 Each Bidder is required to list the names of any subcontractors the Bidder intends to engage to perform work on the Project. The BOE reserves the right to reject any or all proposed subcontractors. In the event the BOE 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 BOE 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 BOE.
- 4.3 Bids should include the following information and documents organized and presented as provided in the form listed below and tabbed accordingly:
- 4.3.1 Identity and contact information of the Bidder. If the Bidder is a corporation, limited liability company or limited liability partnership, the Bidder must be authorized to do business in the State of Connecticut as evidenced on the records of the Connecticut Secretary of the State.
  - 4.3.2 Superintendent/Project Manager: Provide name, address, email address, and telephone number for the Bidder’s superintendent/project manager who will oversee the Project and have primary contact with the Board.
  - 4.3.3 Bid Proposal Form: Fully Completed Bid Proposal Form [Use Exhibit A].
  - 4.3.4 Schedule: Proposed schedule for the completion of the work for the Project. State any potential issues that could negatively or positively impact the scheduled completion of the Project.
  - 4.3.5 Bid Bond: Original Bid Bond.
  - 4.3.6 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] By submission of a proposal in response to the RFP, each Bidder authorizes the BOE to contact the Bidder’s disclosed references regarding the services performed by the Bidder in each case.

- 4.3.7 Bidder's History and General Qualifications: Provide a general statement of the Bidder's history and qualifications for the Project,
- 4.3.8 Non-Collusion Affidavit: Fully completed and executed Non-Collusion Affidavit [Use Exhibit C]
- 4.3.9 Financial Capability: Evidence that the Bidder is financially stable and capable of performing the Work and completing the Project.
- 4.3.10 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. The information shall include the parties (suing or being sued); docket number and court; description of status; judgement, if any; and brief description of judgment.

## **5. SELECTION PROCESS**

5.1 The Superintendent, Director of Building and Grounds, and the Business Manager (the "Selection Committee") will be responsible for evaluating the Bids and for the selection of the Contract awardee. The Board intends to award a contract to the Bidder whose bid meets the requirements, terms and conditions contained in the Bid Documents and is 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 (the "Lowest Responsible Qualified Bidder").

5.2 In determining the Lowest Responsible Qualified Bidder, the following criteria will be considered, as applicable:

- 5.2.1 The ability and capacity of the Bidder to perform the work based on an evaluation of the character, integrity, reputation and experience of the Bidder. Consideration shall be given to previous work performed by the Bidder for the BOE or for other government agencies, including the quality and degree of satisfaction with the work performed of projects of similar scope.
- 5.2.2 The financial resources of the Bidder and the Bidder's ability to secure any required bonds and/or insurance.
- 5.2.3 Compliance by the Bidder with all applicable federal, state and local laws, including any licensing requirements, codes, and regulations.
- 5.2.4 Delivery or completion time.
- 5.2.5 Cost.
- 5.2.6 Involvement in litigation

The Selection Committee reserves the right to accept any bid or part of bids, to reject any, all or any part of the bids, to waive formalities or informalities in the bidding process and

to award the bid deemed to be in the best interest of the Board, even if is not the lowest priced bid.

## **6. INSURANCE REQUIREMENTS AND INDEMNIFICATION**

6.1 Prior to the commencement of the work, and as a condition of site access, the Contractor shall deliver to the Board a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverage's carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a COI shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the Contractor is to provide the following insurance coverage limits as reflected on the COI: limits are:

### **6.1.1 Commercial General Liability (CGL):**

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person

### **6.1.2 Business Auto / Commercial Auto Insurance –**

- 1,000,000 Liability

### **6.1.3 Workers Compensation/Employers Liability Insurance-**

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
  - 500,000 each accident
  - 500,000 aggregate for injury by disease

### **6.1.4 Umbrella Liability/Excess Liability: Minimum Limits required:**

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization

## 6.2. Additional Insureds Named and Waiver of Subrogation

6.2.1 The Lisbon Board of Education/Town of Lisbon and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions (the "Owner"), will be included as **Additional Insureds** on the all the policies carried by the Contractor. The Additional Insured coverage afforded to the Lisbon Board and the Town of Lisbon shall apply on a **primary and non-contributory basis** and, with regard to CGL coverage, include **completed operations** coverages.

6.2.2 The policies carried by the Contractor, with the exception of the Business Auto/Commercial Auto policy, shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Lisbon Board of Education/Town of Lisbon and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions.

6.3 Limitation on Liability - With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

6.4 Cancellation, Renewal and Modification - The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractors sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.

## 7. **INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner as defined above, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

The Contractor's obligation to hold harmless, defend and indemnify the Owner, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer, invitee, contractor or subcontractor of the Contractor.



8. **FURTHER INFORMATION AND REQUIREMENTS**

8.1 Nondiscrimination

The BOE 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.

The successful Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, sexual orientation, marital status, age, military or veteran status, genetic information, gender identity or expression or disability or any other reason prohibited by federal or state law. Such action shall be taken with reference but not limited to: recruitment, hiring, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The successful Bidder shall post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

The successful Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the successful Bidder, state that all qualified applicants will receive consideration for employment without regard to of race, creed, color, national origin, sex, sexual orientation, marital status, age, or disability or any other reason prohibited by federal or state law.

The successful Bidder will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract awarded hereunder so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies.

8.2 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 D hereto.

**PROPRIETARY INFORMATION**

This RFP and one copy of each original proposal received, together with copies of all documents pertaining to the award of a contract, shall be retained by the Lisbon Board of Education and made part of a file or record which shall be open to public inspection after contract is executed.

**Exhibit A  
Bid Proposal Form**

**Lisbon Board of Education**

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**Project:** Supply and Install Ductless Split Air Conditioning Units at the Lisbon Central School, located at 15 Newent Road, Lisbon, CT 06351.

**Name of Bidder:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

**Name of Primary Contact:** \_\_\_\_\_

**Email Address/Phone Number for Primary Contact:** \_\_\_\_\_

**Name and Contact Information of Superintendent/Project Manager for the Project if other than the Primary Contact identified above:** \_\_\_\_\_

The undersigned hereby proposes and agrees to fully perform the work for the within the time stated in the Instructions to Bidders and in accordance with the Bid Documents for the lump sum Bid amount set forth below.

**Bid Items includes:** All labor, materials, services, and equipment necessary for completion of the work for the Project as described in Bid Documents and the Instructions to Bidders which shall include, without limitation, the Supply and Installation pf Ductless Split Air Conditioning Units/Systems at the Lisbon Central School, located at 15 Newent Road, Lisbon, CT 06351, and all other components of the work described in the Bid Documents.

**Bid Price:** Lump sum amount of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_)

Names of Subcontractors to be utilized on the Project (add additional pages if necessary):

\_\_\_\_\_

Receipt of Addenda Acknowledged:

Signature

Addendum No. 1 dated \_\_\_\_\_, 2022 \_\_\_\_\_

Addendum No. 2 dated \_\_\_\_\_, 2022 \_\_\_\_\_

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 BOE, 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 D, 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 BOE 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.
5. Confirms that the Bidder is financially solvent and the Bidder is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished for the Project.

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By:

Date:

**EXHIBIT B**

**REFERENCE CHECK**

Please provide three (3) references:

1. \_\_\_\_\_  
Name of Client  
\_\_\_\_\_  
Contact Person for Client  
\_\_\_\_\_  
Telephone Number and Email for Contact Person  
\_\_\_\_\_  
Date of Completion of the Project for the Client  
\_\_\_\_\_  
Type and Size of Project and Services Provided to Client

2. \_\_\_\_\_  
Name of Client  
\_\_\_\_\_  
Contact Person for Client  
\_\_\_\_\_  
Telephone Number and Email for Contract Person  
\_\_\_\_\_  
Date of Completion of the Project for the Client  
\_\_\_\_\_  
Type and Size of Project and Services Provided to Client

3.

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Name of Client

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Contact Person for Client

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Telephone Number and Email for Contact Person

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Date of Completion of the Project for the Client

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Type and Size of Project and Services Provided to Client

## EXHIBIT C

### STATEMENT ON NON-COLLUSION AND OTHER PRACTICES

The undersigned hereby declares to the Board of Education of Regional School District No. 8 ("BOE") that:

1. This Bid Submission is made without any connection with any other person or entity making any proposal for the same services, that it has been prepared and submitted in good faith, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the BOE is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

2. Bidder hereby declares that the only persons participating in the Bid as Principals are named in its Bid Submission and that no person other than those mentioned in its Bid Submission has any participation in the Bid or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the BOE.

3. The Bidder's Bid Submission is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

4. Bidder has disclosed to the BOE, in writing, any and all Principal(s) of Bidder who are members or employees of the BOE, or the immediate relative of BOE members or employees. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

5. Bidder has not directly or indirectly induced or solicited any other prospective bidders to submit a false or sham Bid.

6. Bidder has not solicited or induced any individual or entity to refrain from submitting a Bid.

7. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

- A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of the procurement process, except as otherwise disclosed to the BOE in writing;
- B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the procurement process to the detriment of the BOE, (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive the BOE of the benefits of free and open competition;

- C. "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the BOE, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the Contract.

\_\_\_\_\_

Bidder's Name

By: \_\_\_\_\_

Name of Signer: \_\_\_\_\_

\_\_\_\_\_

Title of Signer: \_\_\_\_\_

\_\_\_\_\_

Date:

STATE OF CONNECTICUT )

) ss.:

COUNTY OF \_\_\_\_\_ )

## Exhibit D

### Background Check Requirements and Student Safety

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.

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.