

RFP #2019-05

*Property and Liability
Insurance*

The Town of Woodbridge

April 15th, 2019



Woodbridge
Connecticut

RMI

Associates, LLC
5 Grandview Road,
Woodbridge, CT 06525
(203) 397-5050

Risk Management and Insurance Consulting

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INTRODUCTION

The Town of Woodbridge (Woodbridge) is interested in obtaining proposals for Property and Casualty insurance, effective July 1st, 2019. To facilitate this process, Woodbridge has appointed RMI Associates, LLC, an independent risk management and insurance advisory firm, to help manage this proposal process.

Woodbridge is seeking quotes for the following lines of coverage:

- ◆ Property
- ◆ General Liability, including Law Enforcement and Professional Liability
- ◆ Automobile
- ◆ Public Officials Liability, including Employment Practices
- ◆ Educators Liability, including Employment Practices
- ◆ Workers Compensation and Employers Liability
- ◆ Umbrella/Excess Liability

All policies are to be effective July 1st, 2019. Policies will be for one year. No unilateral changes or modifications of proposals will be allowed after they have been delivered to the Town.

Bids are due May 30th, 2019 at 11:00 A.M. A review will be made of your proposal and Woodbridge will award the contract/s to the agent/company/s that best serve the interests of the Town.

The Woodbridge Board of Education is included on all policies. Where reference is made to the “Town”, or “Woodbridge”, it should be assumed unless otherwise indicated that the Woodbridge Board of Education is included as a named insured.

Right of Rejection:

The Request for Proposal/bid does not necessarily contemplate an award based solely on price. The Board of Selectmen or its designee may reject or accept any and all bids in whole or in part or may waive any informality in bids received if, in its/his/her opinion, it is in the best interest of the Town to do so, for whatever reason.

INSTRUCTIONS TO BIDDERS

The following instructions and specifications shall be observed by all bidders:

1. PROPOSAL COMPLIANCE

Bids shall be submitted on the enclosed forms. Incomplete forms may be cause for disqualification of the bid. Bids must be signed by the authorized representative/officer/agent of the bidder.

The Town of Woodbridge shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.

2. BID RETURN ENVELOPE

All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words "INSURANCE BID DOCUMENTS". Please clearly mark your envelope with the bid title and opening date to prevent opening of a sealed bid prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the Town in its normal course of business will not be accepted. If time permits, the proposals will be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above. The town will not be held responsible for those bids lost in the mail.

3. BID PROPOSAL/PRICE

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled in ink or typewritten in both words or figures. Bid prices shall include all labor, materials and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions. All prices must be NET, F.O.B. to the Town of Woodbridge, 11 Meetinghouse Lane, Woodbridge, Connecticut unless otherwise indicated. Bidders may quote on any, some or all items.

Negligence on the part of the bidder in preparing a bid confers no right of withdrawal or modification of a bid after such bid has been opened.

The Town of Woodbridge is exempt from the Connecticut sales tax, Federal excise taxes, and the provisions of the Federal Robinson-Patman Act.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or in writing by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Once bids are opened the prices shall remain firm for ninety (90) days after the bid opening.

5. RIGHT OF REJECTION

The Request for Proposal/bid does not necessarily contemplate an award based solely on price. The Board of Selectmen or its designee may reject or accept any and all bids in whole or in part or may waive any informality in bids received if, in its/his/her opinion, it is in the best interest of the Town to do so, for whatever reason.

6. METHOD OF AWARD—FACTORS

- A. Where more than one item is bid, the Town reserves the right to split the bid award individually or grouped if it in the Town's best interest to purchase various vehicles or pieces of equipment bid based on the separate or grouped prices bid on the specific item(s).
- B. The delivery date may be a major factor considered in awarding a contract and may result in an award to a vendor other than the low bidder.
- C. In the event there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

7. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each bidder is required to be familiar and comply with the terms and conditions of the specifications and all other contract documents and with all federal, state, and local laws, ordinances or regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the contract.

The submission of a bid shall be construed as an assurance that the bidder has examined all the conditions of the bid documents and specifications, and the failure of the bidder to familiarize himself with conditions related to the specifications shall in no way relieve any bidder from any obligation in respect to this bid.

8. QUALIFICATIONS OF BIDDER

The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Town all such information for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or discovered by investigation of a bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein.

9. ERRORS, INTERPRETATIONS, AND ADDENDA

Should the bidder find any omissions, discrepancies or errors in the specifications or other contract documents or should the bidder be in doubt as to the meaning of the specifications or other contract documents, the bidder should immediately notify the Town Finance Director, who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretation shall be made to any bidder and no oral statement of the Town or any agent or representative of the Town shall be effective to modify any of the provisions of the contract documents. The Town of Woodbridge shall have the right to request clarifications of bids submitted and hold public hearings for the consideration of the merits of any or all bidders.

10. SUBSTITUTION FOR NAMED BRANDS OR SUBCONTRACTING

Should brand name items appear in these specifications, before bidding on any item considered equal to or better than a named item, the bidder shall get written approval from the Finance Director for the substitution. The bidder shall not subcontract the work under this project without the written approval of the Finance Director.

11. GUARANTEE

All vehicles, equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship and shall be in accordance with specifications and adequate for its intended use. Where it is required for the vendor to repair, replace or to modify, alter, add or remove hardware, parts, components or related accessories for the purpose of insuring proper appearance, performance or operation, the same shall be done as required by the vendor until such time as acceptable performance, operation or appearance has been established. Problems that may occur shall be corrected consistent with the guarantee. The vendor shall attend to and remedy such items in a reasonable and timely manner. Appropriate logs, schedules, and reports shall be maintained by the vendor to document these items and the action taken. Warranty information, catalogues of parts, and/or instructions of use shall be provided with the bid form when appropriate; otherwise, the same shall be provided upon delivery. All warranties shall be assignable to any customer of the Town of Woodbridge or agent thereof intended to benefit from such services. These warranties shall be in addition to any remedies provided by applicable law. Bidder warrants that all goods and services furnished hereunder shall be designed, constructed and performed so

as to comply with the Williams-Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations and standards issued thereunder by any applicable governmental authority which as of the date of performance will apply to the goods and services furnished hereunder.

12. HAZARDOUS WASTE

In the event that vehicles, equipment or materials are the subject of this bid and they involve the handling of hazardous waste and associated insurance coverages are not identified elsewhere in the bid documents, the bidder's insurance policy must provide Environmental Impairment Liability. The bidder warrants that it understands the currently known and suspected hazards to persons, property and the environment by the transport, treatment, and disposal of hazardous waste. The bidder warrants that it will perform all services hereunder in a safe, efficient and lawful manner using industry-accepted practices and in full compliance with all applicable Connecticut and federal laws and regulations.

13. INDEMNIFICATION

The bidder shall at all times indemnify and hold harmless the Town of Woodbridge and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Town of Woodbridge or (b) the bidder, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the bidder or his subcontractor or material men or by reasons of his or their use of faulty, defective or unsuitable materials, tools, or equipment of defective design in constructing or performing under this bid. The existence of insurance shall in no way limit the scope of this indemnification. The bidder shall reimburse the Town of Woodbridge for damage to property of the Town of Woodbridge caused by the bidder, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them. Bidder agrees that he will indemnify and hold the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignees. Bidder further agrees to assume and pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this agreement.

14. QUANTITIES

The quantities as listed are estimates. The Town is in no way obligated to purchase any set amount at any time, but will purchase as needs dictate. The estimates listed can be considered average purchases per year. The Town reserves the right to increase or decrease the quantity of each bid item at the same bid price stated on the bid form.

15. EVIDENCE OF ORDER

If notified of the acceptance of this proposal and the proposal involves ordering vehicles, equipment or materials, the bidder agrees to submit evidence of having ordered the vehicle, equipment and/or material within five (5) days of the “NOTICE TO PROCEED”.

16. RIGHT TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the bidder or any of his subcontractors, the Town may serve written notice upon the contractor of its intention to terminate the contract. Such notices shall contain the reasons for such intention to terminate the contract and the contract shall cease and terminate within five (5) days, unless within five (5) days after the delivery of such notice upon the bidder, such violation or delay shall cease and mutually acceptable arrangements for correction are made. In the event of any such termination, the Town shall deliver notice of such termination to bidder.

The Town of Woodbridge reserves the right to cancel outstanding orders awarded against this bid after reasonable time for delivery has passed. In addition, in the event of any such cancellation, the Town of Woodbridge shall have the right to contract with the next most qualified bidder hereunder, as determined by the Town of Woodbridge, if it deems it in the best interest of the Town of Woodbridge. Notwithstanding the foregoing, the Town shall not be held to a basis of the lowest prices for which the completion of the work or the supplying of equipment or any part thereof might have been accomplished, but it shall charge the defaulting bidder and the defaulting bidder shall be liable for all sums actually paid or expenses actually incurred in effecting prompt performance hereunder. In the event the Town of Woodbridge incurs any loss, cost or expense on account of such termination or cancellation (including, without limitation, additional cost of the next most qualified bid or performing under the contract and attorneys’ fees), the bidder as to whom or which the contract shall have been terminated or cancelled shall be liable to the Town of Woodbridge for such loss, cost, or expense.

17. DELIVERY

Delivery of items or commencement of project shall be within thirty (30) days of purchase order issuance or specified date scheduled in this document. The Town may establish blanket purchase orders under these specifications and require delivery on a monthly basis.

18. RISK OF LOSS

Bidders agree to bear the risk of loss, injury, or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction shall not release the bidder from any obligation under this bid. Delivery shall be F.O.B.

19. PAYMENT

Invoices shall be furnished to the Woodbridge Finance Director for verification and approval of the amount due the successful bidder. Final payment shall not be made until final acceptance by the Town of Woodbridge of all vehicles, equipment, materials or services. Payment shall be made within 30 days after approval and acceptance. Terms and conditions other than those stated above must be stated on bid. If a successful bidder is in default hereunder and/or the Town of Woodbridge is of the opinion that a meritorious claim exists or will exist against such bidder of the Town arising out of the negligence of such bidder, then the Town may withhold payment of any amount otherwise due and payable hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to such bidder, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town and no person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. This provision is not intended to limit or in any way prejudice any other right of the Town and no interest shall be payable by the Town on any amounts withheld under this provision.

20. EQUAL OPPORTUNITY—AFFIRMATIVE ACTION

Each bidder with ten (10) or more employees shall complete the Certificate of Bidder which is included as part of these specifications. Bidders with less than ten (10) employees should indicate this on the Certification and return it with their bid.

A signature on the form certifies that the bidder does not discriminate on the basis of race, color, sex, national origin, age or disability.

21. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the state of Connecticut and any action at law in connection herewith shall be brought in Connecticut state courts.

22. REQUIRED PROVISIONS

Each and every provision and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this agreement shall forthwith be physically amended to make such insertion.

23. GENERAL

A successful bidder may be required to furnish a performance bond accepted to Town Counsel.

Any unit furnished as a result of this bid is to be a new and unused model currently in production. Accessories necessary for its proper functioning on delivery are assumed to be included in the quote even though not necessarily mentioned in the specifications. All assemblies, sub-assemblies and component parts for all units specified are to be standard and interchangeable except where noted.

The award of any contract hereunder is subject to the following conditions and contingencies:

- a) The approval of such governmental agencies as may be required by law;
- b) The appropriation of adequate funds by the proper agencies or governmental bodies;
- c) If the bidder is a corporation or other legal business entity, it must have a current license to do business in the state of Connecticut that is on file with the Connecticut Secretary of the State or it must be organized and in good standing under the laws of the State of Connecticut.

24. CONFLICTING PROVISIONS

If any of the provisions hereunder conflict with the provisions of any specifications attached hereto or issued in connection herewith, the contractual provisions of these instructions shall control. Notwithstanding the foregoing, the Town of Woodbridge reserves the right to issue written clarification regarding resolution of any conflicting provisions, in which event such written clarification shall control.

25. INSURANCE REQUIREMENTS

The bidder shall carry at its expense and provide evidence of insurance coverage listed below to protect itself and the Town of Woodbridge from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) out of or in connection with the performance of any work performed in accordance with the specifications or any related documents, whether such work is performed by the bidder or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the State of Connecticut and approved by the Town of Woodbridge. The insurance company writing coverage must have at least an A-rating by Best & Company. All policies shall provide a thirty (30) day advance notice of cancellation to the Town of Woodbridge.

- 1. **Workers Compensation:**
 - Coverage A: Statutory
 - Coverage B:
 - Employers Liability:
 - Bodily injury by accident \$100,000 per person
 - Bodily injury by disease \$100,000 per person
 - Bodily injury by disease \$500,000 aggregate

All states and voluntary compensation endorsements

- 2. **Commercial General Liability**
 - Limits of Liability: \$1,000,000 each occurrence
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate
- 3. **Auto Liability**
 - Limits of Liability: \$1,000,000 each accident
- 4. **Excess (Umbrella) Liability:**

The requirement that an Umbrella Policy be provided will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

Note: Special policy endorsement or additional coverages may also be required based on the special nature of the work of service being required (Professional Liability, E&O, D&O, Sexual Abuse and Molestation coverage and Bonds).

Coverage:

Town of Woodbridge to be named as additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Certificates of insurance shall be presented to the Finance Director for approval before the successful bidder, its agents and/or employees commence any work whatsoever pursuant to the contract.

GENERAL INFORMATION

1. Notice of Intent to Respond

The Town has excluded certain information from the bid specifications included in this RFP. Producers are requested to notify Anthony Genovese, agenovese@woodbridgect.org Finance Director, Town of Woodbridge, 11 Meetinghouse Lane, Woodbridge, CT 06525, with a copy to Roy M. Ivins, rmivins@rmiassociatesllc.com of their intention to respond to this RFP **no later than 5:00 PM on Friday, April 19th, 2019**. Producer must provide a return email address. Upon receipt of Producer's notice, the Town will send additional underwriting and loss information by return email. See Exhibit 1. Submission of a Notice of Intent to Respond does not obligate producers to provide an insurance proposal.

2. Market Assignments

Markets will be assigned. Producers may only approach those markets specifically assigned to them. Prior to approaching any insurance companies in connection with an application for insurance for Woodbridge, producers must submit a request in writing (emailed requests are acceptable) *and receive permission from Mr. Genovese* (CC: to Mr. Ivins)

Market assignments will be made on **April 25th, 2019**. Market requests from interested proposers should be made no later than **12:00 Noon, April 23rd, 2019**. Failure to comply with this requirement will cause immediate disqualification from this process.

3. Additional Information; Applications

Questions or requests for additional information must be directed in writing (emailed requests are acceptable) to Mr. Genovese (CC to Mr. Ivins) by **May 10th, 2019**. Woodbridge will make every effort to respond to questions no later than **May 13th, 2019**. Information which, in the opinion of the Town, would be valuable to all proposers will be shared with all proposers.

Any information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the Town. No addendum will be issued less than 7 (seven) calendar days before the scheduled bid opening unless it is to postpone the bid.

It is the responsibility of each producer to complete all necessary applications. Every effort has been made to supply necessary information in these specifications.

4. Underwriting and Loss Information

Underwriting, valuation, and loss data provided have been compiled with the greatest attention to accuracy. The data comes from many sources, and has not been audited or verified; we cannot and do not warrant the accuracy of all the information supplied herein. Proposers are urged to review Woodbridge's website at <http://www.woodbridgect.org/>, and the Board of Education at <https://www.woodbridge.k12.ct.us/> for more information.

PROPOSAL REQUIREMENTS

1. Due Date and Delivery

Proposals must be received by **May 30th, 2019 at 11:00 A.M.** Please deliver five (5) original copies of your proposal and one electronic copy to:

Finance Department
Town of Woodbridge
11 Meetinghouse Lane.
Woodbridge CT 06525

2. Coverages and Forms

Proposals must indicate the insurance companies and/or service organizations to be used. All insurers and service vendors must be properly licensed in Connecticut.

In your proposal you are required to specifically note any deviations from these specifications. Also, you must clearly note any limitations of coverage, restrictive conditions, and the like. Phrases such as "see policy" and "refer to the accompanying policy form" are not acceptable and may disqualify the proposal. Specimens of all non-standard policy forms and endorsements *must be included* with your proposal.

3. Alternatives

Woodbridge will rely on the ability and expertise of the proposers to assist in developing the best possible solutions to the Town's risk management and insurance needs. Alternative proposals or ideas that would reduce cost or broaden coverage are invited and encouraged.

While such alternative proposals or ideas are welcomed and encouraged, any deviations from the coverages outlined in these specifications must be clearly indicated.

4. Pricing and Payment Plan

- a. Premiums must be quoted on the attached bid form (see Appendix A).
- b. Any minimum earned premiums must be identified. If minimum earned premiums are not identified, it will be presumed that coverage is without a minimum earned premium provision.
- c. Proposers must clearly identify any fees to be charged beyond premium costs in their proposals.

5. Agent and Company Qualifications and Services

In your proposal please outline the services to be provided by producer and/or insurance company representatives. You should include the following information:

- a. Background information regarding your firm and the specific individuals who will be responsible for servicing this account.
- b. A minimum of three references for clients similar to Woodbridge.
- c. A summary of services you will provide. Please be sure to specifically address: 1) loss control and safety management services, including details as to scope and frequency of the services offered; 2) claims processing, management or oversight services you offer, and; 3) Other services you may offer that would be of value to Woodbridge. Identify who will provide these services, and describe their credentials.
- d. Financial rating of the insurance companies you propose. Communicating the financial stability of proposed insurers to Woodbridge is the responsibility of the producer submitting the proposal. *The producer accepts full responsibility for informing the insured of any change in the financial standing of its insurers.* Please address this specifically in your proposal.

AWARD & REQUIREMENTS FOR SUCCESSFUL PRODUCER

1. Award

Awards will be made on the basis of scope of coverage, overall costs, insurance company's ability to provide services, the service capability of the producer, and such other factors as Woodbridge in its sole judgment considers relevant. Services to be provided and immediate cost and cash flow advantages will also be taken into consideration

While it is preferred and intended that all related lines of insurance will be purchased from one source, unless noted, costs and coverages by line of insurance will be considered severable. *Any proposed coverage that is dependent upon purchase of other coverage proposed must be specifically identified.*

Woodbridge will award the insurance for a three-year term to the successful proposer, assuming satisfactory performance; Woodbridge reserves the right to extend this appointment for additional one year terms, at its sole discretion.

2. Other Insurance

Woodbridge carries other property and liability policies not included in this RFP. These small, ancillary policies include cyber, crime, fiduciary, and public officials bonds. The successful proposer will be required to place these other coverages as part of their overall producer responsibilities to the Town of Woodbridge.

3 Loss Information

Please note that itemized loss reports must be furnished quarterly, with quarterly updates of previous policy years for five years or until all cases are closed, whichever is longer.

4. Renewals

Woodbridge requires that all renewal proposals be furnished 60 days prior to expiration or anniversary and indicate any changes in coverage as well as costs. It is the responsibility of the successful producer to obtain all information necessary to meet this requirement.

5. Premium Breakdowns

Woodbridge will require a breakdown and allocation of premium by policy between entities to be identified after award of the insurance.

TERMS APPLICABLE TO ALL POLICIES

1. Named Insured

The Town of Woodbridge and the Woodbridge Board of Education, including all present, past, or future appointed or elected officials, boards, board members, commissions, commission members, officers, employees, volunteers and organizations, both individually and collectively, while acting or alleged to be acting within the scope of their duties on behalf of the Town of Woodbridge.

2. Additional Insureds

A Blanket Additional Interest endorsement should be included within the policies. This endorsement should stipulate that any entity or organization (corporate or otherwise) for which Woodbridge has agreed to provide coverage is included as an Additional Insured. The policy should also include as additional insureds all individuals required to be covered by Connecticut Statutes, Sec. 10-235, "Indemnification of teachers, board members, employees and certain volunteers and students in damage suits".

3. Clarification of the Term "Insured"

Wherever the term "Insured" is used in a provision of a policy requiring notice by the Insured to the company, or notice by the company to the Insured, the term should be defined as Anthony Genovese, Finance Director, Town of Woodbridge.

4. Knowledge of Occurrence:

Policies must contain a provision providing that knowledge of occurrence by any agent, servant, or employee of the Insured shall not constitute knowledge by the Insured until such agent, servant, or employee has reported the occurrence to the Woodbridge Finance Director.

5. Unintentional Errors and Omissions

Policies must contain a provision providing that failure of the Insured to disclose all hazard at the inception of this policy, or to comply with any provision of this policy, or errors or omissions in applications, declarations, schedules, endorsements, or other documents shall not prejudice the Insured with respect to the coverage afforded by this policy, provided such failure, error, or omission is unintentional and is corrected or complied with as soon as practicable after it has been brought to the attention of the Woodbridge Finance Director.

PROPERTY

1. Blanket limit all locations. Real and personal property, values insured: \$86,684,852; Mobile & Contractors Equipment, values insured: \$8,298,875; plus other property specifically scheduled.

See attached schedules of Locations and Values, and Equipment.

2. Coverage Requirements:

- i. Property Covered: All real and personal property, EDP equipment, vehicles and mobile or contractors equipment stored at named locations or located away from such locations, improvements and betterments either owned by the Insured, in the Insured's care, custody or control, or for which the Insured is legally liable or is obligated to insure. Include coverage for property in the open within 1000 feet of described premises. Include automatic coverage, 90 days, for new acquired or constructed property, \$1,000,000 limit.
- ii. Perils Insured: "All Risk" or special perils, including Equipment Breakdown coverage (including EDP perils), Flood and Earthquake (indicate any sublimits).
- iii. Equipment Breakdown; Objects Insured: Comprehensive form covering all objects at all locations; broad form or occurrence accident definition. Include Joint Loss Agreement to coordinate coverage with Equipment Breakdown coverage if not written with same insurer.
- iv. Valuation: Replacement Cost, with Agreed Value clause (no coinsurance). Margin clauses, by that or any other name, are not acceptable.
- v. Deductible: Woodbridge currently carries a \$5,000 deductible for property claims and a \$1,000 deductible for inland marine claims (except where noted on the equipment schedule). Alternative proposals will be considered if they are shown to be beneficial to the Town.
- vi. Include Building Ordinance coverage, \$1,000,000 limit.
- vii. Include increased limit for debris removal coverage, \$1,000,000.
- viii. Include builders risk coverage for buildings under construction or renovation, \$1,000,000 limit.
- ix. Include blanket Extra Expense, \$250,000 limit.

- x. Physical Damage: The Town carries a \$1,000 deductible for physical damage, ACV basis, on scheduled vehicles and equipment (with the exception of fire department vehicles specified in the following item); see auto and equipment schedules. Also quote a \$5,000 aggregate deductible per occurrence when more than one vehicle or item of equipment is involved in any one occurrence.
- xi. Stated Value/Replacement Cost coverage applies to specified Fire Department vehicles; see equipment schedule.

Note: Values listed include both the vehicle itself and related mobile and portable firefighting and emergency equipment transported on or in the vehicle. Coverage should extend to such equipment.

- xii. Include Garagekeepers coverage, \$50,000 limit.

GENERAL LIABILITY (INCLUDING LAW ENFORCEMENT AND PROFESSIONAL LIABILITY)

1. Limits of Liability

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Fire Damage	\$ 100,000
Medical Payments	\$ 10,000
Law Enforcement (each Wrongful Act)	\$1,000,000
Employee Benefits Liability	\$1,000,000
Unmanned Aircraft Liability (drones, 2, Police & Fire)	Quote options

The aggregate limit should apply separately to each location and project. Defense costs must be in addition to limits, not included within limits.

Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/excess policy.

2. Policy Form

Policy must be written on an occurrence form.

3. Operations

Coverage is to apply to all operations of the Town of Woodbridge, including all premises and operations, products and completed operations and independent contractors. Blanket coverage to be provided for contractual liability assumed under all written and oral agreements. Automatic coverage is to be afforded for newly acquired locations or operations.

4. Terms and Conditions

In addition to the amendments listed in the *Terms Applicable to All Policies* section of these specifications, the following extensions of coverage are required:

- i. Include coverage for professional liability for nurses, EMT's, paramedics, psychologists, psychiatrists, counselors, social service providers and others employed by or while acting for or on behalf of the Town.
- ii. Include coverage for claims from abuse and molestation.
- iii. Include coverage for corporal punishment.

- iv. Athletic Liability: Include coverage for liability arising out of athletic or sporting events under the sponsorship or jurisdiction of the named insured.
- v. Cross Liability: Any cross liability exclusion should be deleted.
- vi. Employee Benefits Liability: If this coverage is written on a claims made basis, no retroactive date is to apply.
- vii. Coverage be included for the insureds interest arising out of its participation in any local, regional or state programs or co-ventures or mutual aid agreements.
- viii. Blanket additional insureds to be included as required by contract.

5. Deductible/Retention

Woodbridge does not currently have any deductibles or self insured retentions for liability claims, with the exception of a \$10,000 deductible per wrongful act for Law Enforcement Liability claims.

Alternative proposals will be considered if they are shown to be beneficial to the Town. In your proposal, define whether you use a deductible or self insured retention, and responsibility and procedure for handling claims within the deductible or retention.

6. Rating and Underwriting Information

See attachments.

AUTO LIABILITY

1. Covered Autos

<i>Coverage</i>	<i>Symbol</i>
Liability	1
Uninsured/Underinsured Motorists	6
Medical Payments	No Coverage

2. Limits of Liability:

Liability	\$1,000,000
Underinsured/Uninsured Motorists	\$ 100,000

Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/excess policy.

3. Deductible/SIR

Woodbridge does not currently have any deductibles or self insured retentions for liability claims.

Alternative proposals will be considered if they are shown to be beneficial to the Town. In your proposal, define whether you use a deductible or self insured retention, and responsibility and procedure for handling claims within the deductible or retention.

4. Additional Coverage Requirements:

In addition to the amendments listed in the *Terms Applicable to All Policies* section of these specifications, the following extensions of coverage are required:

- i. Include Lessors as Additional Insureds whenever required by written contract or agreement.
- ii. Specify Hired Autos as owned covered autos, CA 99 16 or equivalent
- iii. Modify the Expected or Intended Injury Exclusion with CA 01 90 or equivalent.
- iv. Delete any fellow employee or cross liability exclusion.
- v. Include Employers Non-Ownership Liability

5. Underwriting information

Vehicle List: See attached.

PUBLIC OFFICIALS LIABILITY
(INCLUDING EMPLOYMENT PRACTICES LIABILITY)

1. Coverage Required

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages resulting from any claim made against the insured resulting from a Wrongful Act. Wrongful Act shall be defined as any actual or alleged act, error, misstatement, misleading statement, neglect, omission or breach of duty, including misfeasance and nonfeasance, or any violation of any person's civil rights committed by the insured. Wrongful act shall include a wrongful employment act.

2. Limit of Liability

\$1,000,000 per Wrongful Act

Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/excess policy.

3. Policy Form

This coverage is currently written on a claims made form. Retroactive Date should be set at 7/1/1987.

4. Defense

Defense costs are outside limits.

5. Deductible/SIR

Woodbridge currently carries a liability deductible of \$15,000 for each wrongful act.

Alternative proposals will be considered if they are shown to be beneficial to the Town. In your proposal, define whether you use a deductible or self insured retention, and responsibility and procedure for handling claims within the deductible or retention.

6. Terms and Conditions

In addition to the amendments listed in the *Terms Applicable to All Policies* section of these specifications, the following extensions of coverage are required:

- a. Provide a specimen policy, including any proposed endorsements.

***EDUCATORS LEGAL LIABILITY
(INCLUDING EMPLOYMENT PRACTICES LIABILITY)***

1. Coverage Required

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages resulting from any claim made against the insured resulting from a Wrongful Act. Wrongful Act shall be defined as any actual or alleged act, error, misstatement, misleading statement, neglect, omission or breach of duty, including misfeasance and nonfeasance, or any violation of any person's civil rights committed by the insured. Wrongful act shall include a wrongful employment act.

2. Limit of Liability

\$1,000,000 per Wrongful Act

Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/excess policy.

3. Policy Form

This coverage is currently written on a claims made form. Retroactive Date should be set at 7/1/1987.

4. Defense

Defense costs are outside limits.

5. Deductible/SIR

Woodbridge currently carries a liability deductible of \$5,000 for each wrongful act.

Alternative proposals will be considered if they are shown to be beneficial to the Town. In your proposal, define whether you use a deductible or self insured retention, and responsibility and procedure for handling claims within the deductible or retention.

6. Terms and Conditions

In addition to the amendments listed in the *Terms Applicable to All Policies* section of these specifications, the following extensions of coverage are required:

- b. Provide a specimen policy, including any proposed endorsements.

WORKERS COMPENSATION

1. Named States: Connecticut

2. Limit:

- A. Part One, Workers Compensation: Statutory
- B. Part Two, Employers Liability: \$1,000,000

Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/excess policy.

3. Additional Endorsements

In addition to the amendments listed in the *Terms Applicable to All Policies* section of these specifications, the following extensions of coverage are required:

- i. Voluntary Compensation: Covering "All Employees" in "All States" with the "State of Hire" as the designated Workers' Compensation law.
- ii. U.S. Longshoremen's and Harbor Workers Compensation Act.

4. Classifications and Estimated Payrolls:

See Attached.

UMBRELLA/ EXCESS LIABILITY

1. Limit of Liability:

Woodbridge currently carries total limits of \$20,000,000 for Umbrella/Excess Liability insurance coverage.

2. Underlying Insurance Requirements

If the Umbrella underwriter's underlying insurance requirements differ from those outlined in these specifications, please adjust your proposal accordingly, and show separately the increased cost for the higher required underlying limits to meet the Umbrella carrier's minimums, or the savings from reduced underlying limits where requirements are lower than those requested here.

Care must also be taken with forms, where underlying coverages may be written on a claims made form.

It is the proposer's obligation and responsibility to insure proper "dove-tailing" of the underlying policies limits and forms, and the Umbrella/excess policy. The producer is also expected to structure the underlying limits in the most cost favorable manner for the insured.

3. Terms and Conditions

In addition to the amendments listed in the *Terms Applicable to All Policies* section of these specifications, please note the following:

- a. Coverage shall be excess over General Liability (including Law Enforcement Liability), Professional Liability, Auto Liability, Public Officials Liability, Educator's Liability, Employment Practices Liability and Employer's Liability.
- b. Indicate if the proposed policy is "follow form" or true umbrella.
- c. Provide a specimen policy, including all proposed endorsements.

4. Underlying Policies:

See previous sections.

Property and Liability Insurance RFP Review and Selection Timeline

All dates are subject to change

RFP Advertised:	April 15 th , 2019
Notice of Intent to Respond due:	April 19 th , 2019
Market Requests due by 12:00 Noon,	April 23 rd , 2019
Market Assignments Communicated to Proposers:	April 25 th , 2019
Deadline for Questions from Proposers:	May 10 th , 2019
Responses to Questions from Proposers:	May 13 th , 2019
Proposals due at the Town: 11:00 AM,	May 30th, 2019

Bid Form

**Town of Woodbridge
Property and Liability Insurance
Bid Date: May 30th, 2019 at 11:00 A.M.**

Line of Insurance	Insurance Company	Premium
Property/Inland Marine		
General Liability		
Auto		
Public Officials Liability		
Educators Liability		
Workers Compensation		
Excess/Umbrella Liability \$20,000,000 Limit		

Notes/Exceptions to specifications:

Date: _____

Signature: _____

Name and Title of Agent _____

Name and address of Company _____

Telephone: _____

Email: _____

Exhibit #1: Intent to Respond Form

RE: RFP for Property and Liability Insurance, RFP # 2019-05

To Town of Woodbridge:

This is to confirm that we have received the Request for Proposal described above and plan to submit a proposal.

Check if applicable:

___ Please provide additional underwriting and claim information.

Send your request by email to: agenovese@woodbridgect.org, with a copy to: rmivins@rmiassociatesllc.com

Requested by:

Producer's Name: _____

Street Address: _____

City and State: _____

Producer's Email Address: _____

Signature of Producer: _____