

REQUEST FOR PROPOSALS

Property and Liability Insurance

The Town of Woodbridge

July 1st, 2008-2009

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INTRODUCTION

The Town of Woodbridge (Woodbridge) is interested in obtaining proposals for property and casualty insurance, effective July 1st, 2008. To facilitate this process, Woodbridge has appointed RMI Associates, LLC, an independent risk management and insurance advisory firm, to help facilitate and manage the proposal process.

Woodbridge is seeking proposals for the following lines of coverage:

- ◆ Property
- ◆ Crime
- ◆ Liability (including Law Enforcement & Professional Liability)
- ◆ Automobile
- ◆ Workers Compensation
- ◆ Public Officials Liability
- ◆ Educators Liability
- ◆ Umbrella/Excess Liability

All policies are to be effective July 1st, 2008. Policies will be for one year. No unilateral changes or modifications of proposals will be allowed after they have been delivered to the Town.

Proposals are due June 4th, 10 A.M. A review will be made of your proposal and Woodbridge will award the contract(s) to the proposer(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.

GENERAL INFORMATION

1. Market Assignments

Markets will be assigned. Producers may only approach those markets specifically assigned. Prior to approaching any markets, producers must place a request in writing (fax or email are acceptable) *and receive permission from:*

Roy M. Ivins, CPCU, ARM, CIC
RMI Associates, LLC
172 Center Rd.
Woodbridge, CT 06525
(203) 397-3031
(203) 397-5050 (fax)
rmivins@optonline.net

Failure to comply with this requirement may cause disqualification from this process.

2. Additional Information; Applications

Requests for additional information should be addressed to Mr. Ivins. Reasonable requests will receive expeditious response. Questions or requests for information which, in the opinion of the Town, would be valuable to all proposers will be distributed accordingly.

It is the responsibility of each proposer to complete all necessary applications. Effort has been made to supply information necessary to prepare applications in these specifications. If insurer-specific applications are necessary, requests for information should be addressed to Mr. Ivins. Every effort will be made to respond to reasonable requests.

3. Inspections

Requests for surveys or inspections should be coordinated through Mr. Ivins. Every effort will be made to accommodate underwriters schedules if reasonable notice is given. Last minute requests for appointments or drop in visits are unwelcome, and will not be accommodated.

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 the respective websites of the Town of Woodbridge at <http://www.woodbridgect.org/> and the Woodbridge Board of Education at <http://www.woodbridgesd.org/> for more information.

PROPOSAL REQUIREMENTS

1. Due Date and Delivery

Proposals must be received by **June 4th, 10 A.M.**, in sealed envelopes clearly marked "Property and Casualty Insurance, 2008". They will be publicly opened and read at that time. Please deliver three original copies of your proposal to: Finance Director, Town of Woodbridge, Town Hall, 11 Meetinghouse Lane, Woodbridge, CT, 06525.

Please allow ample time for receipt of proposals. Proposals received after this time will not be accepted and recognized. Postmarks do not determine actual receipt. Proposals must remain valid through the anticipated inception date. All proposals must be signed by the agent authorized to submit the proposal on behalf of the insurance company(ies) quoted.

2. Deviations from Specifications

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. Recommendations

Unless engineering or loss control recommendations are submitted along with the proposal, it is understood that all proposals are issued without such condition. Any mandatory engineering recommendations must be clearly identified. Insurance proposals provided on a "subject to inspection" basis will not be accepted.

5. Pricing and Payment Plan

- a. Premiums must be quoted on the attached bid form.
- 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.

6. 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) any special or unique 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.
- e. Proposers are required to maintain insurance coverage in place for the life of the engagement with the Town, in accordance with the requirements attached.

AWARD & REQUIREMENTS FOR SUCCESSFUL PRODUCER

1. Award

Awards will be made on the basis of scope of coverage, experience and service capabilities of the proposer and/or the insurance company(ies), overall costs, and such other factors as Woodbridge in its sole judgment considers relevant.

Woodbridge reserves the right to accept or reject any or all proposals, in whole and in part, and to waive minor discrepancies or permit a proposer to clarify such discrepancies. It is expected that there may be some further negotiation relative to modification of coverage or cost after a particular proposal has been accepted based on its general merit.

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

2. Binders and Policies

Binders evidencing coverage must be issued by the successful proposer for all policies at least 10 days prior to the inception date and maintained in effect until such time as the policies are issued and in the possession of the Town. Policies must be delivered to the Town no later than 90 days from inception.

3 Loss Information

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, authorities and commissions, board, authority and commission members, officers, employees, and volunteers, 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 policy. 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, as respects operations of the Named Insured. The successful producer must verify with Woodbridge that all additional insureds are properly named.

3. Clarification of the Term "Insured"

Wherever the term "Insured" is used in a provision of the 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. Cancellation/Non-Renewal and Material Change Provisions

The Cancellation provisions of all policies should be amended to provide a minimum of 90 days advance written notice of cancellation (except for non-payment), non-renewal, reduction, or restriction of coverage by the insurer.

5. 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 Anthony Genovese, Finance Director, Town of Woodbridge.

6. 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 Anthony Genovese, Finance Director, Town of Woodbridge.

PROPERTY

1. Blanket limit all locations, real and personal property; values insured: \$39,782,749, plus other property specifically scheduled. See attached schedules of 1) Locations and Values and 2) Equipment.
2. Coverage Requirements:
 - i. Property Covered: All real and personal property, improvements and betterments, EDP equipment and mobile or contractors equipment 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", including Equipment Breakdown coverage (including EDP perils), Flood and Earthquake (\$10,000,000 sublimit).
 - iii. Equipment Breakdown; Objects Insured: Comprehensive form covering all objects at all locations; broad form or occurrence accident definition.
 - iv. Include Joint Loss Agreement to coordinate coverage between property and Equipment Breakdown coverage if not written with same insurer.
 - v. Valuation: Replacement Cost, with Agreed Value clause (no coinsurance).
 - vi. Deductible: Unless indicated otherwise, \$5,000 per occurrence, except flood and earthquake, \$50,000.
 - vii. Include coverage for property in the open within 1000 feet of described premises.
 - viii. Include Building Ordinance coverage. Demolition sublimit \$1,000,000.
 - ix. Include automatic coverage, 90 days, for new acquired or constructed property, \$1,000,000 limit.
 - x. Include builders risk coverage for buildings under construction, \$1,000,000 limit.
 - xi. EDP Hardware: \$612,708 total values, see equipment schedule.
 - xii. Extra Expense, \$50,000 limit.
 - xiii. Property in Transit, \$25,000 limit, \$1,000 deductible.
 - xiv. Valuable Papers, \$100,000 limit.

CRIME

1. Coverage

Coverage Part	Limit	Deductible
Employee Dishonesty	\$250,000	\$1,000
Forgery or Alteration	\$250,000	\$ 250
Money & Securities - On Premises	\$ 25,000	\$ 250
Money & Securities – Off Premises	\$ 25,000	\$ 250
Money Orders and Counterfeit Currency	\$250,000	\$ 250
Computer Fraud & Funds Transfer	\$250,000	\$ 500

2. Coverage Requirements:

- i. Named Insured to include all employee welfare and pension benefit plans sponsored by Insured.
- ii. Policy to be extended to meet ERISA requirements for persons insured and elimination of the deductible with respect to Employee Dishonesty coverage.
- iii. Definition of "employee" to be extended to include 90 days after termination of service.
- iv. Definition of "employee" to include temporary employees or personnel contracted through employment agencies and temporary service agencies.

3. Underwriting Information: see supplementary information.

LIABILITY (INCLUDING LAW ENFORCEMENT & PROFESSIONAL)

1. Limits of Liability

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Fire Damage	\$ 100,000
Employee Benefits Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000

The general aggregate 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 and the Woodbridge Board of Education, including all premises and operations, products and completed operations and independent contractors. Coverage should extend to aides and volunteers when acting on behalf of the Town and/or Board of Education.

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. Automatic coverage is to be afforded for newly acquired locations or operations.
- ii. Defense costs must be in addition to limits, not included within limits.
- iii. Contractual Liability: Blanket coverage to be provided for all written and oral agreements.
- iv. Employee Benefits Liability: If this coverage is written on a claims made basis, retroactive date should be 7/1/2000.
- v. Cross Liability: Any cross liability exclusion should be deleted.

- vi. Include professional liability for nurses, EMT's, paramedics, psychologists, psychiatrists, counselors, social service providers and others employed by or while acting on behalf of Woodbridge.
 - vii. Athletic Liability: Include coverage for liability arising out of athletic or sporting events under the sponsorship or jurisdiction of the named insured.
 - viii. Include coverage for corporal punishment.
 - ix. Include coverage for claims of abuse and molestation
 - x. Coverage be included for the insureds interest arising out of its participation in any local, regional or state programs or co-ventures.
 - xi. Blanket additional insureds to be included as required by contract.
5. Underwriting information: see attachments.

AUTO LIABILITY & PHYSICAL DAMAGE

1. Covered Autos

<i>Coverage</i>	<i>Symbol</i>
Liability	1
Uninsured/Underinsured Motorists	6
Medical Payments	2
Comprehensive & Collision, \$1,000 Deductible (See Below)	2, 7 and 8

2. Limits of Liability:

Liability	\$1,000,000
Underinsured/Uninsured Motorists	\$1,000,000
Medical Payments	\$ 5,000

3. 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 Employers Non-ownership Liability
- ii. Include coverage for liability assumed by contract.
- iii. Delete the fellow employee or cross liability exclusion.
- iv. Physical Damage: Stated Value/Replacement Cost coverage applies to the specified Fire Department emergency vehicles shown on the equipment schedule; all others are ACV.

Physical Damage must extend to include both the vehicle itself and related police, firefighting and/or emergency equipment transported on or in the vehicle.

5. Underwriting information

Vehicle List: See attachment

WORKERS COMPENSATION

1. Named States: Connecticut

2. Limit:

- A. Part One, Workers Compensation: Statutory
- B. Part Two, Employers Liability: \$1,000,000 per accident
\$1,000,000 disease each employee
\$1,000,000 disease policy limit

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 Connecticut as the designated Workers' Compensation law.
- ii. U.S. Longshoremen's and Harbor Workers Compensation Act.

4. Classifications and Estimated Payrolls: See attached.

PUBLIC OFFICIALS 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 include, but not be limited to any actual or alleged error, misstatement, misleading statement, 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.

3. Policy Form

This coverage is currently written on a claims made form. Retroactive Date is currently set at 7/1/1997.

4. Defense

Specify whether defense costs are inside or outside limits.

5. Deductible/Retention

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

6. Specimen Policy

Provide a specimen policy, including any proposed endorsements.

EDUCATORS 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 include, but not be limited to any actual or alleged error, misstatement, misleading statement, 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

3. Policy Form

This coverage is currently written on a claims made form. Retroactive Date is currently set at 7/1/1997.

4. Defense

Specify whether defense costs are inside or outside limits.

5. Deductible/Retention

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

6. Specimen Policy

Provide a specimen policy, including any proposed endorsements.

UMBRELLA/ EXCESS LIABILITY

1. Limit of Liability:

Woodbridge desires total limits of \$10,000,000 for Umbrella/Excess Liability insurance coverage, in excess of underlying limits.

2. Underlying Insurance Requirements

If the Umbrella underwriter's underlying insurance requirements differ from those outlined in these specifications, please adjust your proposal accordingly. Care must also be taken with forms, where underlying coverages may be written on a claims made form.

It is the producer'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.

Coverage shall be excess over Liability (including Law Enforcement & Professional), Auto, Public Officials, Educators and Employer's Liability.

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. Indicate if the proposed policy is "follow form" or true umbrella.
- b. Defense costs should be in addition to limits, not included within limits.
- c. Identify any exclusions in this policy that provide for lesser coverage than that found in the underlying policies.
- d. Provide a specimen policy, including all proposed endorsements.

4. Underlying Policies:

See Liability, Auto, Public Officials, Educators and Employers Liability Sections.

GENERAL 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 "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.

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 award base bid and alternate to different vendors for any reason.
- B. The start date and timeline 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, 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. 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.

11. 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.

12. 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.

13. 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.

14. GENERAL

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.

15. 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
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4. **Excess (Umbrella) Liability:**

Limits of Liability:	\$5,000,000 each occurrence
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5. **Professional (Errors and Omissions) Liability:**

Limits of Liability:	\$5,000,000 each occurrence
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Coverage:

Town of Woodbridge to be named as additional insured.

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.

Town of Woodbridge
Property and Liability Insurance

Bid Date: June 4th, 2008, 10 A.M.

Line of Insurance	Insurance Company (include Bests Rating)	Premium (indicate payment terms)
Property		
Crime		
Liability (including Law Enforcement & Professional) Auto		
Workers Compensation		
Public Officials Liability		
Educators Liability		
Excess/Umbrella Liability \$10,000,000 Limit		

Optional Quote(s):

Notes/Exceptions to specifications:

Name of Authorized Agent: _____

Signature of Authorized Agent: _____

Date Signed: _____