

EXHIBIT A

(CITY OF STAMFORD REQUEST FOR PROPOSALS NO. 724)

**MAYOR
DAVID R. MARTIN**



**PURCHASING AGENT
ERIK J. LARSON
Phone: (203) 977-4107
FAX: (203) 977-6263
Email: elarson@stamfordct.gov**

**CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901-2152**

**REQUEST FOR PROPOSALS No. 724
INSURANCE BROKERAGE SERVICES**

PROPOSALS DUE:

OCTOBER 19, 2017 @ 4:00 P.M.

SUBMIT TO:

**CITY OF STAMFORD
888 WASHINGTON BOULEVARD
STAMFORD, CT 06904-2152**

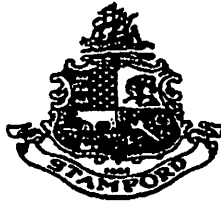
ATTENTION:

**ERIK J. LARSON
AT (203) 977-4107 OR
elarson@stamfordct.gov**

NUMBER OF COPIES REQUIRED:

**ONE ORIGINAL AND FIVE (5)
COPIES, ALONG WITH TWO (2)
ELECTRONIC VERSIONS (USB
DRIVE)**

**Date Issued: (09/12/17)
(REV: 09/01/17)**



CITY OF STAMFORD, CONNECTICUT

NOTE

EFFECTIVE JANUARY 2, 2009 THE PURCHASING DEPARTMENT IS REQUESTING THAT YOU IDENTIFY CLEARLY, WITH A 'TAB/STICKER', YOUR FEE PROPOSAL SHEET(S), AS WELL AS YOUR BID BOND PAGES, IF APPLICABLE.

Effective: 1/2/09



CITY OF STAMFORD, CONNECTICUT

IMPORTANT

Caution : The competitive bid/proposal process requires that the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification".
4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.
5. Please note modifications made to the City's Standard form of Contract with the addition of Dispute Resolution on pages 5-6 of the Sample Contract.
6. Please note the addition of the "Contractor's Statement Form on the next page.

Effective: 10/1/2016
RFP & RFQ

CONTRACTOR'S STATEMENT

Pursuant to Section 103.1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or member:

If a corporation, the names and addresses of all officers and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stocks. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

Name of Bidder/Proposer: _____

Signature of Bidder/Proposer : _____

Title: _____

Company Name: _____

Address: _____

Non-Collusion Certification – RFP/RFO

By submission of this Proposal, each Proposer or person signing on behalf of the Proposer, certifies that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with a competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

EFFECTIVE: 12/8/05

**MAYOR
DAVID R. MARTIN**



**CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 09/01/17)**

**PURCHASING AGENT
ERIK J. LARSON
Phone: (203) 977-4107
FAX: (203) 977-5253
Email: elarson@stamfordct.gov**

EQUAL EMPLOYMENT OPPORTUNITY

1. Notification to Bidders

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and

- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

**MAYOR
DAVID R. MARTIN**



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**PURCHASING AGENT
ERIK J. LARSON
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Email: elarson@stamfordct.gov**

GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

4. REVIEW OF WORK. The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Contractor or loss of or damage to property, resulting directly or indirectly from the Contractor's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Contractor, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Contractors and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Contractor's obligation to indemnify the City, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Contractor by the City and continues at all times thereafter.

The Contractor shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Contractor's performance of this Agreement.

6. ASSIGNMENT. The Contractor shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. INSURANCE. The Contractor shall provide and pay for such insurance as is set forth in Exhibit A – Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

9. REPRESENTATION. The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

10. INTERPRETATION. The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

11. NON-APPROPRIATION. Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

12. SUBCONTRACTING. The Contractor is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subcontractors proposed to be used by the Contractor. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

In addition to the foregoing, pursuant to Section 103.4 of the Code, the Contractor agrees to supply the City with the names and addresses of all subcontractors to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

13. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at www.municode.com

14. COMPLIANCE WITH CITY CODE PROVISIONS. The Contractor shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Contractor. The provisions of the City Code can be found at www.municode.com

15. TERMINATION. A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

**(SEE ATTACHED COPY OF DISPUTE RESOLUTION ON
THE FOLLOWING PAGES 5 -6)**

[Section Number] **DISPUTE RESOLUTION**

A. EXECUTIVE MEETING

The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to the Contract ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

B. MEDIATION

Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. ARBITRATION

Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. PERFORMANCE DURING DISPUTE

Unless otherwise directed by the City of Stamford, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

D. CLAIMS FOR DAMAGES

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

16. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

17. GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

THIS PAGE LEFT INTENTIONALLY BLANK SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF STAMFORD

Erik J. Larson
Purchasing Agent

Date: _____

By _____
David R. Martin
Mayor

Date: _____

THE CONTRACTOR

Witness

Approved as to Form:

C. Dellaselva
Asst. Corp. Counsel

Date: _____

By _____
Date: _____

Approved as to Insurance:

A. M. Mones
Risk Manager

Date: _____

**CITY OF STAMFORD
BOARD OF EDUCATION**

REQUEST FOR PROPOSALS

INSURANCE BROKERAGE SERVICES

All questions appearing in all Sections and the Appendices must be answered in full by vendors submitting proposals/responses to this Request for Proposals.

Introduction

The City of Stamford and the Board of Education for the City of Stamford in Stamford, Connecticut, with its principal facility located at 888 Washington Boulevard, invites vendors to submit bona fide proposals, which will enable the City of Stamford to select a vendor to provide comprehensive insurance brokerage services to the Risk Management Department of the City of Stamford. The purpose of the Request for Proposals ("RFP") is to provide a standard from which to evaluate each vendor's services and costs as it compares to other vendors and as it pertains to the requirements of the City as defined in this document.

Issuing Office

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the Risk Management Department, hereinafter referred to as the "City." The issuing office is the Purchasing Department.

Inquiries

All technical inquiries regarding this RFP must be in writing and must be addressed to:

Ann Marie Mones
Risk Manager
City of Stamford
Government Center
888 Washington Boulevard
Stamford, CT 06901
T: 203-977-4083
amones@stamfordct.gov

The deadline for submitting questions related to this RFP is Thursday, September 28, 2017. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

Incurring Cost

The City of Stamford will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

Rejection/Acceptance of Proposals

The City of Stamford reserves the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason.

Addenda to RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

Submission of Proposals

Each proposer must submit one original and five (5) copies, along with two (2) electronic versions (USB Drive), of the proposal in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Purchasing Department
City of Stamford
888 Washington Boulevard
Stamford, CT 06901
Attn: Insurance Brokerage Services

These proposals must be received by the City no later than Thursday, October 19, 2017, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

Proprietary Information

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

Independent Project Cost Determination and Gratuities

By submission of a proposal, the proposer certifies that in connection with its procurement:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the City of Stamford shall benefit financially or materially from this contract.

Prime Contractor Responsibility

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford.

Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the Risk Management Department for this procurement. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

Termination for Default or for the Convenience of the Contracting Agency

Performance under any contract resulting from this RFP may be terminated by the City of Stamford whenever:

The contractor shall default in the performance of his/her contract and shall default within the period specified by the contracting officer in a notice specifying default; or

The contracting officer shall determine that termination is in the best interest of the Risk Management Department or the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective.

Ambiguity in the Request for Proposals (RFP)

Prior to submitting the proposal, the contractor is responsible to bring to the City's attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the City's RFP and the proposer's proposal, then whatever shall be more favorable to the City of Stamford as determined in the sole discretion of the City shall prevail and take precedence.

Ownership Information

The City of Stamford shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

Negotiated Changes

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

Contract Agreement

There will be a contract between the vendor selected to conduct insurance brokerage services and the City of Stamford and the Board of Education in accordance with the Purchasing Ordinance of the City of Stamford. If and when this contract is reviewed and signed by the City of Stamford and the Board of Education, the following list must be considered for such a contract. This list only highlights key components required and does not preclude the City of Stamford and the Board of Education from adding or further defining additional requirements. Your response for each item is required as either "will comply" or "will not comply."

Minimum Commitment and Term

The City of Stamford and the Board of Education require clear and concise language as to the estimated cost for the commitment under this Agreement – as explained elsewhere in this RFP.

Although this RFP shall cover insurance brokerage services for a full term of three (3) years and two (2) one year options, fees and/or commissions should be quoted annually for the three (3) year period plus two (2) one year options.

Will Comply or Will Not Comply

Competitive Rate Protection

The Agreement will provide that the City of Stamford and the Board of Education are guaranteed a competitive fee for the duration of the term, and not to exceed the fees negotiated at the outset.

Will Comply or Will Not Comply

Termination Liability

The Agreement should provide that the City of Stamford and the Board of Education may terminate the services, without penalty or liability, at any time during the term of the Agreement, with just cause. Cause may be increase in fees, service failure, performance failure, material breach, vendor merger or divestiture, and/or failure to implement contract as directed by the City of Stamford and/or the Board of Education.

Will Comply or Will Not Comply

Insurance Requirements

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

Competition Intended

It is the City's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

Tax Exempt

The City of Stamford is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

Scope of Services

The primary objective of this RFP is to obtain competitive quotations from vendors for comprehensive insurance brokerage services.

The secondary objectives for the RFP include:

- Insurance Placement (marketing services)
 1. Maintain contact with domestic and global insurance markets that meet financial security standards and are interested, qualified and available to provide insurance, claims and loss control services to the City and BOE and identify opportunities to enhance coverage and services and/or reduce premium costs.
 2. Ensure that the City of Stamford and the BOE continue to have access to all appropriate domestic and global markets.
 3. Provide expertise in the preparation of manuscript insurance policies and endorsements.
 4. Assist with the preparation of manuscript insurance policy forms and endorsements; assist in negotiations with insurers to obtain acceptable policy terms and conditions at competitive rate/premium levels.
 5. Monitor financial conditions of City of Stamford and BOE current insurers, including their ability to pay claims and advise the City whenever any insurer is downgraded by AM Best.
 6. Using an agreed upon format, prepare written specifications to be used for obtaining timely insurance quotations, claims servicing and loss prevention/engineering services.
 7. Commence renewal initiatives for all insurance coverages in future years a minimum of 120 days prior to any anniversary by requesting underwriting data and information from the City and BOE. As early as commercially practical prior to expiration of City's and BOE's insurance coverage renewal anniversaries,

evaluate all underwriting proposals in order to determine which proposals offer best combination of cost, services and coverage.

8. Commence all insurance renewal initiatives for all City and BOE insurance coverage for fiscal year 2018-2019 insurance renewals immediately upon award by City and BOE, effective July 1, 2018.

- **Policy Review and Coverage Verification**

1. Ensure that all insurance policies provided by insurers conform to the requested coverages and the insurance policies are provided to the City and the BOE within 2 weeks of receipt of renewal policies.
2. Maintain quarterly status reports, made available to the City and the BOE, which identify all outstanding insurance items and provides a time line for resolving all open and pending issues. Issue insurance binders to the City and the BOE within 48 hours of inception of any insurance coverage.
3. Review and evaluate new and renewal policies, endorsements and related documents affecting coverage, services, cost, etc.

- **Loss Prevention and Engineering**

1. Evaluate all insurance companies' loss prevention and engineering reports and provide the City and the BOE with written recommendations for compliance within 30 days from the date these reports are issued and received.
2. At the request of the City and the BOE, coordinate insurance companies' visits to the City's and BOE's facilities and provide qualified personnel to accompany insurance representatives during site visits at the request of the City and the BOE.
3. Determine purpose of all insurance companies' visits as soon as practical prior to scheduled visits to facilities being surveyed and inform Risk Manager.
4. Represent the City's and BOE's position concerning recommendations made by insurance companies and, if requested, conduct research to develop documentation to support City's and BOE's position. Consult with City's and BOE's personnel, if appropriate.
5. Provide the City and BOE with names of consultants for loss prevention programs, claims and engineering issues, as requested.

- **Claims**

1. Assist City and the BOE in drafting claims documents and coverage interpretations to endeavor to ensure that the City receives maximum loss recoveries on a timely basis.
2. Identify and assist the City and the BOE in resolving property and casualty insurance coverage disputes with insurance companies.
3. Assist the City and the BOE in obtaining all payments, including partial payments, for losses covered by the City's and BOE's insurers.

- **Risk Management Consulting**

1. Assist the City and the BOE with annual exposure updates to ensure compliance with terms and conditions of various insurance coverages.
2. Evaluate alternative funding options for procurement of primary and excess property and casualty insurance.

City's and BOE's Insurance Programs

- Property and Boiler and Machinery
- Excess Workers' Compensation and Employer's Liability
- Comprehensive General Liability
- Comprehensive Automobile Liability
- Law Enforcement Legal Liability
- Public Officials Legal Liability
- Educator's Legal Liability
- Clinic Liability
- Excess (Umbrella) Liability
- Crime
- Marine Hull and Protection and Indemnity
- Student Accident Insurance
- Other miscellaneous insurance

Proposal Instructions and Response Format

Each proposal should be preceded by a **Letter of Transmittal** identifying the **Single Point of Contact (SPOC)** for the Response and a telephone number for that contact.

An **Executive Summary** summarizing the vendor's ability to respond to all or certain areas of the RFP should be included in the presentation. These articles should not be presented as numbered sections within the Response.

Proposals must be arranged so as to be directly and organizationally responsive to this RFP. If a section or question does not require a response, simply respond to that section by confirming your agreement and understanding. The response should be "read and understood." Page size shall be 8 ½ " x 11" and the entire proposal, including all associated literature, must be presented in a single binder. **A minimum of one (1) original and five (5) copies (along with two electronic – USB Drives) are required.**

One (1) complete copy of any Demonstration proposal will be provided with this RFP on a USB Drive, with operating instructions, for review by the City of Stamford. If a Demonstration program is unavailable, the vendor will explain how a demonstration of their proposal can be arranged for reviewing.

Each responding vendor is advised to read this RFP carefully. Any and all exceptions to an item should be duly noted and explained in the response. Failure to make exception to any item shall be considered as both the ability and the intention to fully comply with that item at the quoted price.

Insurance Brokerage Services

- Background and summary of vendor's insurance brokerage services and related services.
- Identification of account services team, their biographies and qualifications.
- Detailed description of the scope of services and benefits to be provided by the vendor to the City and the BOE.
- Description of other services available through the vendor.
- Summary of qualifications.
- Lawsuits/complaints.
- Vendor organizational chart.
- Vendor's financial or most recent annual report.

Vendor Compensation

The accepted vendor will be compensated on a fee basis, which should be quoted on an hourly and total fixed cost basis. All proposals must include general itemization of fees to be charged for all services contained in the RFP.

References

The vendor shall supply a minimum of four (4) references of a similar size and application to this procurement. The references must include contact name, company name, telephone number and time period during which services were provided. If your firm has experience providing similar services to municipalities, it must be noted in this section, in the form of a reference. Please utilize Appendix 3 of this RFP to answer this section in your Response.

Vendor Corporate Information

This section requests pertinent information concerning the proposed vendor and partner(s) as well as defining their relationship. This section will assist the City of Stamford and Board of Education in assessing each respondent's ability to provide the services requested. It is the City's and the BOE's expectation that the selected vendor will assign a dedicated Account Team who has experience in the insurance brokerage services business.

Corporate Profile:

- Corporate Name
- Corporate Address (headquarters address)
- Number of Years Doing Business as Above
- Previous Name (please fill in if answer is less than 5 years)
- Corporate Mission Statement
- Provide Most Recent Annual Report

Team Profile:

Name of Sales Person/Account Executive and other Account Team Members Assigned To The City/BOE
Years of Experience in Insurance Brokerage Business
Years Employed by Current Company
Address of Account Personnel
Telephone Number(s) of Above
Account Team Organizational Chart

Partner Profile (if applicable):

Services Specified
Name of Partner
Address of Partner
Length of Time Your Company Has Had Relationship
Total Number of Personnel with Expertise in Services to be Provided by Organization
Number of Similar Projects Provided by Your Organization
Number of Service Contracts Currently Serviced by Partner
Provide Most Recent Annual Report of Partner

Proposal Selection Criteria

The City of Stamford and Board of Education will evaluate the vendors based on the following criteria:

- **Customer References.**
- **General knowledge and experience in all facets of insurance and risk management.**
- **Knowledge and experience working on City's and BOE's scope of services.**
- **Experience and longevity in insurance / risk management industry.**
- **Commitment to quality of services.**
- **Composition of account team.**
- **Cost estimates based upon fixed fees.**

Vendors may be asked to present their proposals to a selection committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.

The City of Stamford reserves the right to reject any and/or all proposals submitted, to request information from any vendor and to negotiate with any of the vendors regarding the terms of the engagement. The City of Stamford intends to select the vendor that, in its opinion, best meets the City's needs, not necessarily the vendor that proposes the lowest fees.

APPENDIX 1

ACKNOWLEDGEMENT

The company named below is in receipt of the Request for Proposals and intends to submit a response in accordance with the guidelines outlined in the RFP.

Vendor further acknowledges it has (or will have) ascertained pertinent local conditions and general character of the City and the Board of Education and acknowledges that it will have thoroughly reviewed the attached documents and will be thoroughly knowledgeable of the conditions thereof and the extent of the services to be performed, prior to submitting its Response.

(Please print or Type)

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL: _____

NAME/TITLE: _____

SIGNATURE (in ink): _____

DATE: _____

INSURANCE INFORMATION

ALL PROPOSERS ARE REQUIRED TO PROVIDE THE FOLLOWING INSURANCE INFORMATION:

Name of Insurance Carrier: _____

Name of Insurance Agent: _____

Telephone Number: _____

Broad Form Comprehensive General Liability Limit: \$ _____

Automobile Liability Limit: \$ _____

Professional Liability Limit: \$ _____

Workers' Compensation \$ Statutory

Policy Expiration Date: _____

You will be required to furnish the City of Stamford and the Board of Education with an original Certificate of Insurance, specifying the necessary coverage, within fifteen (15) days of notification of award of contract.

APPENDIX 3

CUSTOMER REFERENCES

See following pages, which must be completed by vendors.

**RESPONDENT'S REFERENCE FORM
INSURANCE BROKERAGE SERVICES FOR
CITY OF STAMFORD AND BOAD OF EDUCATION**

A. RESPONDENT'S DATA (Name and address of Respondent)

B. ACCOUNTS

List three commercial insurance accounts received by respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

List three commercial insurance accounts terminated with respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

List the three largest commercial insurance accounts for Connecticut governmental organizations brokered by respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

Complete one "Respondent's Reference Form" for each client referenced on Page 1.

A. **RESPONDENT'S DATA** (Name and address of Respondent who serviced client on Page 1)

B. **REFERENCE DATA**

Name of Client: _____

Business of Client: _____

Address of Client: _____

Client's Contact and Title: _____

Telephone Number: _____

Description of Program/Services Provided:

**RESPONDENT'S REFERENCE FORM
INSURANCE BROKERAGE SERVICES FOR
CITY OF STAMFORD AND THE BOARD OF EDUCATION**

A. RESPONDENT'S DATA (Name and address of Respondent)

B. ACCOUNTS

List three commercial insurance accounts received by respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

List three commercial insurance accounts terminated with respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

List the three largest commercial insurance accounts for Connecticut governmental organizations brokered by respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

Complete one "Respondent's Reference Form" for each client referenced on Page 1.

A. **RESPONDENT'S DATA** (Name and address of Respondent who serviced client on Page 1)

B. **REFERENCE DATA**

Name of Client: _____

Business of Client: _____

Address of Client: _____

Client's Contact and Title: _____

Telephone Number: _____

Description of Program/Services Provided:

**RESPONDENT'S REFERENCE FORM
INSURANCE BROKERAGE SERVICES FOR
CITY OF STAMFORD and BOARD OF EDUCATION**

A. RESPONDENT'S DATA (Name and address of Respondent)

B. ACCOUNTS

List three commercial insurance accounts received by respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

List three commercial insurance accounts terminated with respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

List the three largest commercial insurance accounts for Connecticut governmental organizations brokered by respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

Complete one "Respondent's Reference Form" for each client referenced on Page 1.

A. RESPONDENT'S DATA (Name and address of Respondent who serviced client on Page 1)

B. REFERENCE DATA

Name of Client: _____

Business of Client: _____

Address of Client: _____

Client's Contact and Title: _____

Telephone Number: _____

Description of Program/Services Provided:

**RESPONDENT'S REFERENCE FORM
INSURANCE BROKERAGE SERVICES FOR
CITY OF STAMFORD and BOARD OF EDUCATION**

A. RESPONDENT'S DATA (Name and address of Respondent)

B. ACCOUNTS

List three commercial insurance accounts received by respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

List three commercial insurance accounts terminated with respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

List the three largest commercial insurance accounts for Connecticut governmental organizations brokered by respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

Complete one "Respondent's Reference Form" for each client referenced on Page 1.

A. **RESPONDENT'S DATA** (Name and address of Respondent who serviced client on Page 1)

B. **REFERENCE DATA**

Name of Client: _____

Business of Client: _____

Address of Client: _____

Client's Contact and Title: _____

Telephone Number: _____

Description of Program/Services Provided:

**RESPONDENT'S REFERENCE FORM
INSURANCE BROKERAGE SERVICES FOR
CITY OF STAMFORD AND BOARD OF EDUCATION**

A. RESPONDENT'S DATA (Name and address of Respondent)

B. ACCOUNTS

List three commercial insurance accounts received by respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

List three commercial insurance accounts terminated with respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

List the three largest commercial insurance accounts for Connecticut governmental organizations brokered by respondent during five years ending December 31, 2016. (Complete Page 2, References, for each of these accounts).

Complete one "Respondent's Reference Form" for each client referenced on Page 1.

A. RESPONDENT'S DATA (Name and address of Respondent who serviced client on Page 1)

B. REFERENCE DATA

Name of Client:

Business of Client:

Address of Client:

Client's Contact and Title:

Telephone Number:

Description of Program/Services Provided:

APPENDIX 4

**RESPONDENT'S DATA FORM
INSURANCE BROKERAGE SERVICES FOR
CITY OF STAMFORD AND BOARD OF EDUCATION**

A. IDENTIFICATION OF RESPONDENT

Name of Respondent: _____

Address: _____

Account Executive: _____

Title: _____

Telephone Numbers:

Daytime: _____

After Hours: _____

Facsimile: _____

Email: _____

B. GENERAL DESCRIPTION OF RESPONDENT

Type (e.g. corporation, partnership, professional association, sole proprietor, etc.):

Geographic Nature of Business (e.g., national, regional, local, etc.):

Number of Offices: _____ **Number of Employees (all offices)** _____

Number of Employees located in Stamford: _____

Year Operations Began - Other than Connecticut: _____

Year Connecticut Operations Began: _____

**Connecticut Insurance License(s) (Type,
Expiration)** _____

Name and Title of Person who will represent respondent in negotiations with City of Stamford:

C. LAWSUITS/COMPLAINTS

Provide a separate attachment to this form, full information regarding relevant, major lawsuits and any major complaints filed with Connecticut Department of Insurance (DOI), pending and settled, in which respondent has been involved within the last three years.

D. ASSIGNED STAFF (Selection Criteria 1: Competence)

The Account Executive indicated in IDENTIFICATION OF RESPONDENT (Section A) should be the person who will serve as liaison to the City AND THE board of Education and will have the overall responsibility for the management of the City's account.

E. RESPONDENT'S SERVICING OFFICE FOR CITY OF STAMFORD

1. Identify the total number of full-time employees currently on staff for providing commercial insurance services. _____
2. Identify the number of commercial insurance accounts currently serviced in Question 1. _____
3. Identify the number of loss prevention engineers currently on staff.

4. Identify the number of insurance claims adjusters currently on staff.

5. Identify the number of commercial insurance marketing account executives currently on staff. _____
6. Provide an Organizational Chart for your firm.
7. What factors distinguish your company from other similar ones in the marketplace?

F. RESPONDENT'S FINANCIAL DATA

Enclose respondent's current Annual Report or certified financial statements for the last three years.

G. RESPONDENT'S INSURANCE MARKETING EXPERIENCE

1. What is the single largest amount of insured values covered by a commercial property insurance policy brokered by your servicing office (Section E above)?

2. Enclose a commercial property insurance summary previously prepared by your client (Section G, Question 1 above).

3. Indicate the major property insurance markets your firm is currently accessing for Municipalities.

4. To what extent has your firm developed innovative products and services in response to public insurance needs?

H. RESPONDENT'S INSURANCE ACCOMPLISHMENTS

Indicate your firm's record of professional accomplishments during five years ending December 31, 2016, for providing insurance services indicated in Scope of Services of this RFP for the following coverage.

1. Property

2. Workers' Compensation

3. General Liability/Auto Liability and Physical Damage

I. RESPONDENT'S PROXIMITY FOR SERVICES

1. What is the approximate distance from your servicing office (Section E) to Stamford, Connecticut? _____ miles.

2. Identify your requirements for advanced notice (including travel time), to attend a meeting in Stamford, Connecticut, to perform the Scope of Services of this RFP?

3. In the event of a loss or insurance emergency pertaining to the City, identify the contact person representing your firm (including title, telephone, and hours available, etc.)

J. RESPONDENT'S PAST SERVICE RECORD FOR CITY OF STAMFORD AND BOARD OF EDUCATION

Describe past service, if any, provided by your firm to the City during five years ending December 31, 2016. Include your employees' names that provided these services.

K. RESPONDENT'S RISK MANAGEMENT EXPERIENCE

1. Describe how your firm has improved the property and casualty risk management programs of three governmental organizations in the past year to (a) reduce costs (b) improve insurance coverage, and/or (c) prevent losses.

(a)

(b)

(c)

2. Drawing on your experience insuring the needs of other governmental entity clients, identify and explain what you perceive to be the greatest exposures encountered by the City and the Board of Education and suggest methods of managing these risks.

3. Provide specific details on self-insurance programs designed and implemented by your firm for municipal clients over the past five year.

4. Provide a sample insurance stewardship report previously prepared for one of your clients.

5. What is the number of municipal clients currently brokered for insurance by your firm?

and (other offices of your firm)

6. What is the number of governmental organizations currently brokered by your firm for insurance? (Servicing Office Section E)

L. RESPONDENT'S COMPENSATION

Respondent's Compensation Form (Attachment G)

M. RESPONDENT'S CURRENT AND PAST WORK FOR INSUREDS

List the fees and commissions earned by your firm (all offices) from current or past services provided to the City of Stamford for the five years ending December 31, 2016.

Total Fees: \$ _____

Name of Respondent

Signature of Authorized Representative

Name of Authorized Representative
(printed)

Title (printed)

_____ Date

**RESPONDENT'S SUMMARY OF QUALIFICATIONS FORM
INSURANCE BROKERAGE SERVICES FOR
CITY OF STAMFORD**

A. IDENTIFICATION OF RESPONDENT'S EMPLOYEE

Employee's Name: _____

Title: _____

Name of Respondent: _____

Address: _____

Telephone: _____

Total Years Insurance Experience: _____

Total Years Experience with Respondent: _____

Total Years Experience with Municipalities: _____

B. FORMAL EDUCATION:

Undergraduate

Year Graduated: _____

Name of College: _____

Degree/Major: _____

Honors: _____

Post Graduate

Year Graduated: _____

Name of College: _____

Degree/Major: _____

Honors: _____

C. PROFESSIONAL DESIGNATIONS/ACHIEVEMENTS:

D. PROFESSIONAL MEMBERSHIPS:

E. RELEVANT EMPLOYMENT HISTORY:

F. PRIMARY EMPLOYMENT HISTORY: (Resumes may be attached)

G. PROBABLE RESPONSIBILITIES:

H. OTHER RELEVANT DATA: (Continuing education, special skills, etc.)

I. SCHOOL BOARD EXPERIENCE:

J. GOVERNMENTAL ORGANIZATION EXPERIENCE:

APPENDIX 6

THE CITY AND BOARD OF EDUCATION

Please refer to the City of Stamford's website at www.stamfordct.org for information concerning the City's governmental organization, economy, indebtedness, current major revenue sources, and general and specific funds, its facilities and Board of Education.

CITY OF STAMFORD
PROVISION FOR REQUIRED INSURANCE
Insurance Brokerage Services

The Consultant hereby agrees to maintain at its own expense comprehensive general liability, automobile liability, professional liability and workers' compensation insurance during the term of this Agreement in amounts determined to be sufficient by the City's Risk Manager. The commercial general liability insurance policies shall contain minimum limits of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and shall name the City of Stamford and its officers, agents and employees as additional insureds. The commercial general liability insurance policy shall contain an aggregate limit of liability of not less than \$2,000,000. The general liability policy shall contain, but not be limited to, operations liability, contractual liability, which insures any indemnities contained in the Agreement, products liability and completed operations, which shall be maintained for a period of not less than three years following completion of the work under the Agreement, personal injury and advertising liability and broad form property insurance.

The Consultant shall also maintain commercial automobile liability insurance, subject to minimum limit of liability of \$1,000,000 per accident for bodily injury and property damage. This insurance shall include coverage for all owned, non-owned and leased / rented vehicles. The City of Stamford and its employees, agents and officers shall be designated as additional insureds.

The Consultant shall maintain professional liability insurance, which covers the services to be provided pursuant to the Agreement between the City of Stamford and the "Consultant". The minimum limit of liability shall be \$1,000,000 per claim or per incident and \$2,000,000 in the aggregate. The aggregate shall apply separately to each project on which the Consultant is working.

The Consultant further agrees to maintain at its own expense workers' compensation and employer's liability insurance, which insure all employees of the Consultant. The workers' compensation insurance shall comply with all workers' compensation laws and regulations of the state of Connecticut. The employer's liability insurance shall contain limits of liability of not less than \$500,000 for each accident, disease each employee and disease policy limit.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change to any policy terms and conditions.

Any insurance required hereunder written on a "claims made" rather than on an occurrence basis shall contain a retroactive date no later than the earlier of the commencement date of the services under the Agreement or execution of the Agreement

and shall provide that insurance policy shall contain extended discovery endorsement (Tail Coverage), which shall be available for at least sixty (60) months following termination of the services under the Agreement or termination of the Agreement, whichever occurs later.

The Consultant agrees to waive any right of claim against the City of Stamford and its employees, agents and officers for any losses, damages and expenses arising out of the services in the Agreement between the City of Stamford and the Consultant. All insurance required hereunder shall contain waivers of subrogation against the City of Stamford and its employees, agents and officers.

The insurance required hereunder shall be primary insurance, not excess or contributory, without any right of contribution by any insurance maintained by or on behalf of the City of Stamford.

The Consultant agrees to provide the Risk Manager for the City of Stamford with certified copies of all insurance policies of insurance required hereunder or certificates of insurance, whichever the Risk Manager deems appropriate, prior to commencement of services under this Agreement and throughout the full term of this Agreement and upon expiration or termination or change in any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the Consultant can modify the terms of the Agreement without the prior approval of Corporation Counsel for the City of Stamford and the Chief Administrative Officer or his/her designee. The existence of insurance maintained by the Consultant shall not serve to limit the liability of the Consultant with respect to any services provided pursuant to this Agreement.

The Consultant shall require all its contractors / sub-contractors to maintain, at a minimum, the same insurances, which the City of Stamford requires of the Vendor. Failure to require its contractors / subcontractors to maintain such insurance could result in termination of this Agreement.

PRODUCER		INSURED	
Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number		Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number	
COMPANIES AFFORDING COVERAGE COMPANY A Name of Insurance Company COMPANY B Name of Insurance Company COMPANY C Name of Insurance Company		COVERAGES Telephone Number / Facsimile Number	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)
	GENERAL LIABILITY (FOREIGN)	XXXXXXXXXX	XXXXXX
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNERS & CONT PROT <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		
	ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM		
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY XXXXXXXXXXXX		
	<input checked="" type="checkbox"/> STATUTORY LIMITS \$ 500,000 EACH ACCIDENT \$ 500,000 DISEASE - POLICY LIMIT \$ 500,000 DISEASE - EACH EMPLOYEE		
	PROFESSIONAL LIABILITY XXXXXXXXXXXX		
	\$1,000,000/\$2,000,000		
CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL, 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
RISK MANAGER, City of Stamford 888 Washington Boulevard Stamford, CT 06904-2152			

CERTIFICATE OF INSURANCE