

REQUEST FOR PROPOSAL

For

MANAGEMENT OF SUPPORT SERVICES (Mailroom Services)

BID #200018



TOWN OF WEST HARTFORD
REQUEST FOR PROPOSALS
MANAGEMENT AND PROVISION OF SUPPORT SERVICES
FOR THE TOWN AND BOARD OF EDUCATION
Bid #200018

A. INTENT AND GENERAL INFORMATION

The Town of West Hartford is accepting proposals for the Management and Provision of Support Services for the Town and Board of Education. These services include managing and operating the central mailroom, central switchboard and courier/delivery services for the Town and Board of Education and serving as point of contact for convenience copiers as further defined herein for the Town. It is the intent of the Town to contract with a firm who offers the best value providing the services defined herein.

B. SCOPE OF SERVICES

The responsibilities of the respondent include:

1. Staffing, managing and operating the central mail room facility to process, sort and distribute all incoming and outgoing inter-office and postal service mailing needs of the Town and Board of Education. The mail room shall be open for business during the days when the Town or Board of Education are open for business and its hours of operation shall be 8:00 a.m. to 4:30 p.m. Exhibit I is an illustrative listing of the services to be provided but should not be considered all inclusive. Exhibit II is a summary of the volume of incoming and outgoing mail for the last twelve (12) months.
2. Staffing, managing and operating a central courier service to Town and Board of Education facilities. The courier service shall consist of a daily fixed route system as described herein and five (5) hours of on-call courier service a week. Fixed courier routes shall be coordinated with the Town to ensure the most efficient operation of Town and Board of Education services. The contractor shall also provide weekly delivery to seven (7) Board of Education private residences (all within the Town of West Hartford).
3. Staffing, managing, and operating the central switchboard serving all incoming calls to the main Town and Board of Education phone numbers. All calls shall be answered and forwarded to the appropriate office or employee. The switchboard shall be staffed during the days when the Town or Board of Education are open for business and its hours of operation shall be 8:00 a.m. to 4:30 p.m. The switchboard shall be staffed during emergency situations as determined by the Town Manager or Superintendent of Schools. The Town provides the phone system, a Cisco IP Phone 7960 with two (2) 7914 add-ons. The Town has an auto-attendant system Cisco Unity v 9.1.2. Which is currently utilized outside of normal hours of operation. The Town is committed to upholding the highest ideals of professionalism and integrity in performing our responsibilities. As a result, proposals including an auto-attendant system will not be accepted.

4. Serve as point of contact for a fleet of convenience copiers located throughout the Town hall and operate a central copying service. The copying service shall be available from 8:00 a.m. through the evening depending on the needs of the Town. Central operator provided copying service shall be staffed on the days when the Town and Board of Education are open for business from 8:00 a.m. to 4:30 p.m.
5. Receive and promptly notify appropriate offices of incoming facsimile machine transmissions from a central facsimile machine. Promptly transmit all outgoing facsimile machine transmissions as required.
6. Providing all personnel necessary to ensure that all services are performed in accordance with the scope of services. Provide a full time employee who shall act as the on-site manager of the services to be provided under this contract. Such employee shall be the contact person for all problems, accomplishment of work, and any special requests to be performed.
7. Managing, editing, and producing monthly charge backs of costs for postage directly to accounts as provided by the Town. These charge backs shall be provided in a manner satisfactory to the Town and Public Schools for processing into the Town's accounting system.
8. Providing all equipment and maintenance of such equipment necessary to perform the duties outlined in this request for proposals including transport vehicle. Contractor shall substitute or replace equipment in instances where equipment breakdowns may cause an interruption of services outlined herein.
9. Providing all supplies necessary to operate and provide the services outline herein, except the Town will be responsible for maintaining appropriate postage permits and providing paper for the operation of copying machines.
10. Respondents shall be mindful of the fact that the services to be provided as a result of this request are cyclical in nature and the respondent shall be flexible in performing these duties.
11. Respondents shall distribute copy paper to various requesting departments and charge the departments. The charge backs shall be provided in a manner satisfactory to the Town and Public Schools for processing into the Town's accounting system. The Town will order and purchase the paper to be stored in Town Hall.

C. **REPORTS**

Respondents shall provide monthly management reports on volume activity of the services provided in a manner determined by the Town. These reports include paper usage and postage costs by division/access code. The Town reserves the right to request additional reports and to modify or omit reports, as necessary in accordance with the development or refinement of the management operation. Respondents shall maintain detailed records of postage and other materials purchased by the Town of West Hartford but under the control of the respondent. The postage record is to be in the form of an excel spreadsheet and maintained daily with the following: date, increases via purchases, decreases via activity and balance. On a monthly basis, the respondent will reconcile postage on hand to the

Town's accounts. Any adjustments necessary to reconcile the Town's accounts will be made to the respondent's monthly invoice. Excel spreadsheets for other materials purchased by the Town but used by the respondent in the conduct of services are not required. Samples are included in this RFP for your reference.

D. TOWN TO PROVIDE

The Town shall make available to the respondent an area in Town Hall of no less than four-hundred (400) square feet to operate out of in performing the duties specified in this contract and will be responsible for paying all costs of utilities and maintenance to the above referenced area. The Town will provide at its costs such office equipment as the respondent shall deem reasonably necessary to operate the facility. Such equipment shall include desks, telephone, computer, filing cabinets, sorting bins, tables and chairs. The Town will provide maintenance and repair service contracts with respect to the telephone and switchboard equipment and facsimile machine(s) to be used by the respondent. The Town shall be solely responsible for the payment of costs associated with the repair and maintenance of telephone and switchboard equipment, and facsimile machine(s).

E. COMPENSATION

1. The respondent will be compensated a fixed annual fee paid monthly. The contractor shall be compensated an hourly rate for providing additional services with pre-approval.
2. The contractor will present an invoice on the first of each month that reflects the following:
 - a) The annual fixed fee for mail room, courier and switch board services in twelve equal monthly installments;
 - b) An itemized bill for any hourly charges incurred by the contractor in the previous month in accordance with the terms and conditions of this agreement;
 - c) Monthly charge backs to Town and Board of Education agencies for all services subject to charge backs will accompany the contractor's invoice. Chargeback data will be in a form or media specified by the Town;
3. The Town shall remit payment for services invoiced within fifteen working days of invoice receipt.
4. Annual contract prices shall be adjusted beginning the month of July of the second year of the contract. The Contractor understands that payments under this contract are subject to the Town Council authorizing funds on an annual basis for the services to be provided under this contract.

F. TAXES

The Town is a qualified tax-exempt institution and as such is not liable for any federal, state, or local excise, sales, use, property or other taxes that the respondent may incur as a result of this Agreement.

G. COMPLAINT HANDLING PROCESS

Any complaints concerning the services provided as a result of this agreement shall be forwarded in writing from the Town, through the Contract Administrator, to the contractor, through the on-site manager. Responses to complaints shall be forwarded to the Town, through the Contract Administrator, within forty-eight (48) hours upon receipt by the contractor, through the on-site manager. Such responses should include the cause of the problem prompting the complaint; a resolution of the immediate complaint; and future action to be taken by the contractor to avoid the problem/complaint in the future.

H. ADDITIONAL SERVICES

The relationship between the Town and contractor is expected to be mutually beneficial in which respective strengths in experience, technology and resources will be shared freely. The intent of this relationship is to constantly improve the efficiency and quality of service provided, including but not limited to Scope of Services defined herein. With the mutual consent of the Town and the respondent, other duties and responsibilities, not already provided for in Section 2 of this request can be added to the terms and conditions of a contract. These additional duties and responsibilities and the compensation for such shall be negotiated between the Town and the respondent.

I. INDEMNIFICATION and INSURANCE

The respondent shall indemnify and provide a Certificate of Insurance and an Endorsement acceptable to the Town in accordance with the Indemnification and Insurance Exhibit.

K. TERMINATION

The Town intends to enter into a contract with the successful respondent that includes the following language regarding termination.

1. The Town may terminate this contract, at the sole discretion of the Purchasing Agent should it be determined that contract termination will be in the best interest of the Town. Upon determining the contract shall be terminated, a Notice of Termination will be executed and forwarded to the contractor. The termination will take effect sixty (60) calendar days from the date of the Notice of Termination.
2. Upon receipt of Notice of Termination, the parties agree to the following:
 - a) The contractor will remove any equipment owned by it or leased in its name within thirty days of termination. The contractor will further coordinate the replacement of equipment necessary to provide for continuity of services. However, the Town shall retain the option of making the remaining lease or rental payments for such equipment in use by the Town at the end or termination of this contract. The contractor will promptly provide to the Town copies of all the leases, rental agreements or other contracts by which the contractor has obtained equipment for use in the Town's facilities during the term of this contract. In the event that the Town does not choose to assume the remaining payments, the Town, or the Town's

new equipment vendor agrees to pay the costs associated with the termination of the contractor's agreements.

- b) The contractor will provide the Town with a final reconciliation and accounting of postage and other materials purchased by the Town and under the control of the contractor.
- c) The contractor will provide the Town with a final billing for services within thirty days of termination.

L. NON-DISCRIMINATION

The respondent in performing under this contract shall not discriminate against any workers, employee or applicant or any member of the public because of race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. The respondent will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the respondent that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. The respondent agrees that this non-discrimination clause will be incorporated in all contracts entered into by it with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft unions skilled labor or whom may perform any such labor or services in connection with this contract.

M. CONTRACT FOR SERVICES

The Town and the respondent expressly agree that this is a contract for the provision of the specific services herein described; that the contractor is to perform those services for the term set forth herein and pursuant to the provisions of this contract; that the respondent is an independent contractor, not an employee of the Town, and as such neither it nor its employees are entitled to any Town employment benefits, including without limitation, life and health insurance, vacation, and sick leave or pension rights.

N. SUBCONTRACTING

The respondent shall not subcontract the provision of any services pursuant to this Agreement without the prior written consent of the Town.

O. STANDARD OF PERFORMANCE

The respondent will be in a unique position of trust, managing and operating Board of Education and Town-owned equipment and property. Because of this responsibility and the nature of the operations involved, nothing short of the highest standards of conduct will be acceptable.

1. **PERFORMANCE AND LABOR AND MATERIALS PAYMENT BONDS**

- (1) The contractor shall provide performance and labor and materials bonds annually issued by a surety company satisfactory to the Town and licensed to do business in the State of Connecticut, which bonds or renewals, extensions or replacements thereof shall remain in full force and effect for the term of the contract and any mutually agreed extensions thereto. The bond provided shall be subject to review by the Town's Corporation Counsel and the Contractor may be required to substitute an alternative form of bond if necessary to provide the Town with adequate security for the performance of the Contractor's obligations."
- (2) The performance bond will obligate the surety such that the contractor shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract as specified and at the times and in the manner prescribed, or the surety shall pay over, make good and reimburse the Town all loss and damage which the Town may sustain by reason of failure or default on the part of the contractor under the provisions of the Contract. The labor and materials payment bond will obligate the surety such that the contractor shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in the contract.
- (3) The contractor shall provide ninety days written notice, sent certified mail, return receipt requested, of any decision not to renew or extend any performance of labor and material bond beyond the bonds' expiration date. However, there shall not be any lapse in coverage as a result of such decision not to renew or extend any performance or labor and material bond. Evidence of replacement coverage or a renewed, extended, or new bond shall be provided by the contractor to the Town not less than eighty (80) calendar days prior to any bond expiration date. Failure to provide such evidence or such renewed, extended or new bond shall be deemed a failure to comply with the terms of the contract.

P. **FORCE MAJEURE**

In the event of any unavoidable cause beyond the control of the parties, whether natural or man-made, which renders performance of this contract impossible, the contract shall be terminated. Such occurrences shall include, without limitation, death of the respondent (in the event that the respondent is a sole proprietor); destruction of all, or a major portion of the respondent's equipment; legal order by a court of competent jurisdiction, or referendum barring performance of the contract; war, famine, flood, plague, pestilence or act of God. Any amounts due to either party by the other as the result of actions taken pursuant to the contract prior to the occurrence which renders performance impossible shall be paid, but no further sums shall be due from either party to the other, by way of damages for the termination of the contract.

Q. **TERM OF CONTRACT**

The contract period shall be from July 1, 2020 through June 30, 2025. Upon mutual agreement with the Town, the contract may have annual extensions up to June 30, 2030. The facility shall be open for business during the days when the Town or the Board of Education are open for business and its hours of operation shall be 8:00 a.m. to 4:30 p.m.

R. **PROJECT MANAGEMENT**

The contract shall be managed for the Town by Lisa Newton, Financial Operations Manager and/or specifically by her designee.

S. **PROPOSALS**

Respondents to this request for proposals are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of the successful respondent.

1) **Submission and Deadline**

All proposals must be received by **2:00 P.M., EDT April 1, 2020**. One original and four (4) copies shall be submitted to:

Peter Privitera, Purchasing Agent
Town of West Hartford
Purchasing Division, Room 223
50 South Main Street
West Hartford CT, 06107

Interested respondents are strongly urged to attend the pre-bid conference to be held on March 18, 2020 at 10:00 am in the West Hartford Town Hall room 217, 50 South Main Street, West Hartford, CT as this will be the prime opportunity to verbalize questions relative to this project with the Town's project team. At this time, there will also be a site review. General questions about this request may be emailed to Tammy Bradley, Sr. Buyer, Purchasing Division at tammyb@westhartfordct.gov.

All firms who are furnished a copy of this request, but who decide not to offer a Proposal to the Town of West Hartford, are asked to submit a negative reply. Specific comments and observations are encouraged.

2) **Packaging**

The *original* proposal along with four (4) copies shall be placed in **one sealed envelope**, bearing the name and address of the respondent and clearly marked with the words "RFP: Provision and Management of Support Services Bid #200018".

3) **Organization and Content**

The Town will not be liable for any costs incurred in the preparation of the response to this request. Proposals must be bound, paginated, indexed and numbered consecutively. The firm's authorized official must sign all proposals.

The proposal must also provide name, title, address, and telephone numbers including FAX numbers and email addresses for 1) the individual with authority to negotiate and contractually bind the firm, and 2) for those who may be contacted for the purpose of clarifying the information provided therein. No original material should be submitted as all proposal submissions and materials become property of the Town and will not be returned.

Respondents shall submit as their proposal the following:

Section 1: Submittal Letter

Respondents shall submit a cover letter, addressed to Peter Privitera, Purchasing Agent, signed by an authorized principal or agent of the respondent, which provides an overview of the respondent's offer, as well as the name, title, fax number, e-mail address and phone number of the person to whom the Town may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this request, signed by an officer or other individual with authority to bind the firm.

Section 2: Detailed Proposal including:

References and Experience: Please provide a detailed written summary of the respondent's experience and capability in providing similar operating services elsewhere, especially experience in providing services to municipalities. The references should be from organizations in which the program is currently operational.

Service Delivery Plan: Describe how services required herein will be provided to the Town, and describe how the service delivery plan will ensure timely delivery of services.

Transition Plan: Describe the plan for transitioning from the existing contractor that ensures minimal disruption of service quality. The plan should include detailed discussions of implementation and training.

Staffing Plan: Describe how the contractor will staff the assignment including position descriptions, hours worked annually, levels of responsibility and experience and background.

Equipment: Provide an inventory of all equipment the contractor will provide include equipment description, manufacturers name and model number.

Section 3: Fee Proposal Terms

All respondents are required to submit a fee proposal for all services outlined in the scope of services. The fee shall include all materials, supplies, personnel and whatsoever necessary as described herein. The proposal shall define per year annual costs for the up to five year term. This RFP is requesting all respondents provide two cost proposals. The "base proposal" pricing shall include switchboard staff. The "alternate proposal" shall utilize the auto-attendant system. The Town is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fixed fee. The Town reserves the right to negotiate fees and payment schedules with the selected respondent. The contractor shall indicate an hourly rate for providing additional services.

Section 4: Required Forms

Taxpayer's Identification Number: Every respondent, whether an individual, proprietor, partnership or a non-profit corporation or organization must fill out and submit with their proposal the Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification*.

Certificate of Insurance: A certificate of insurance shall be submitted naming the Town of West Hartford and meeting the requirements of section.

The Respondent must sign all Proposals. Unsigned proposals cannot and will not be considered.

T. PROPOSAL EVALUATION

a) Selection Criteria

The following criteria will be used, without limitation, in determining the successful contractor:

- (1) The Respondent's technical understanding of the project, its purpose, scope and field as evidenced by the quality of the proposal submitted, staffing plan and equipment list.
- (2) The background and experience of the Respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the Town or for other municipal or private sector clients.
- (3) Total fees submitted.
- (4) The quality and effectiveness of the transition plan to implement the service with minimal disruption of service quality.

Proposals in response to this request will be reviewed against the criteria listed above, and award of contract shall be made in accordance with standard purchasing procedures.

b) Selection Procedures

- (1) The Purchasing Agent reserves the right to reject any or all proposals or parts thereof for any reasons, to negotiate changes to proposal terms, and to waive minor inconsistencies with the RFP.
- (2) A Selection Committee *may* assist the Purchasing Agent in choosing the successful respondent to deliver the requested services. In the event a Selection Committee is established by the Purchasing Agent, respondents submitting the best proposals may be invited to an interview with the Selection Committee prior to final recommendation for contract award. The Town reserves the right to make an award solely on the basis of the proposals submitted.
- (3) The Town intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the Town.

U. **PRINCIPALS/COLLUSION**

By submission of a proposal, the respondent does declare that the only person or persons interested in this proposal as principal or principals is/or, are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

EXHIBIT I MAIL ROOM DUTIES AND RESPONSIBILITIES

1. Process all outgoing mail in a timely fashion and in accordance with appropriate postal service requirements. All mail is processed through the Town's meter with an arrangement for pre-sort format to ensure best postal pricing;
2. Sort all incoming mail in a timely fashion in sorting groups specified by the Town and Public Schools;
3. Process all special mailing requirements including FedEx, UPS, and registered mail;
4. Pickup and delivery to the Post Office a minimum of two (2) times daily; (Contractor responsible for transport vehicle)
5. Monthly charge back to Departments for postage costs, copier costs, and copy paper distribution costs;
6. Provision and maintenance of postal machine;
7. Delivery of certified mail, certified mail return receipt requested;
8. Deliver mail (both interoffice and postal) to offices in Town Hall and BOE twice a day (morning and afternoon) as specified by the Town;
9. Deliver mail to facilities through coordination of the courier service, see exhibit III;
10. Delivery copy paper as requested.

CYCLICAL WORK DEMANDS:

- Tax Billing Cycles
 - June - installment billing
 - December – installment billing
 - September – delinquent account billing
 - March – delinquent account billing
- Opening Closing of Schools
- School vacation periods
- Annual voter registration canvass
- Election Day activity and absentee ballot processing
- Emergency situations as determined by the Town Manager.

EXHIBIT II
ESTIMATED AVERAGE MONTHLY VOLUMES

US POSTAL

OUTGOING	204,659	Approx. pieces/year
INCOMING	60,303	Approx. pieces/year
AVERAGE ANNUAL SPEND	\$ 121,957.13	

NEWSPAPERS

Hartford Courant	1543	avg pieces/year
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PACKAGES - UPS/FED EX

OUTGOING		
Boxes	225	avg pieces/year
Letters	1327	avg pieces/year
INCOMING		
Boxes	1853	avg pieces/year

COPY REQUESTS

36 Requests/month	48,550	avg copies/year
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SWITCHBOARD

INCOMING CALLS	18,819	avg calls/year
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EXHIBIT III
FIXED COURIER ROUTES

<u>FACILITY</u>	<u>ADDRESS</u>
Hall High (including Film Library)	975 No. Main Street
Strive.....	
King Philip Middle	100 King Philip Drive
Aiken.....	212 King Philip Drive.
Norfeldt.....	35 Barksdale Road
Bugbee	1943 Asylum Avenue
Braeburn.....	45 Braeburn Road
Bloomfield-WH Health District.....	580 Cottage Grove Rd Ste 100, Bloomfield
Bristow Middle School	Highland St
Sedgwick Middle	128 Sedgwick Road
Duffy	95 Westminster Drive
Conard High.....	110 Berkshire Road
Wolcott.....	71 Wolcott Road
Webster Hill.....	125 Webster Hill Blvd.
Charter Oak.....	30 Parker Street
Smith School.....	64 St. James Street
Whiting Lane	47 Whiting Lane
Morley.....	77 Bretton Road
Elmwood Community Center	1106 New Britain Avenue
Brixton Street= Public Works/Facilities Divisions.....	17 Brixton Street
Skating Rink.....	56 Buena Vista Road
Westmoor Park.....	119 Flagg Road
Noah Webster Library.....	20 So. Main Street
Faxon Branch Library	1073 New Britain Avenue
Bishop's Corner Library/Senior Center	15 Starkel Road
Police/Fire Facility.....	103 Raymond Road
Rockledge Golf Course.....	289 So. Main Street
Cornerstone Pool.....	55 Buena Vista Road
Isham Garage	17 Isham Rd

In addition, courier runs shall be made as required daily to ensure the appropriate timeliness and coordination of mail, courier and Print Shop responsibilities.

EXHIBIT IV

INSURANCE REQUIREMENTS

Indemnification and Insurance Exhibit Contractor Services

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, contractors of any tier, employees, representatives; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs (including without limitation reasonable attorneys' fees, filing fees, and court costs), penalties, liabilities or judgments of any name or nature for bodily injury, death, disease, or sickness; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including Town of West Hartford and West Hartford Board of Education, and/or its agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representative, and volunteers, the Contractor, or by the public, even if caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, and/or its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them arising from or related to the performance of the underlying agreement.
- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers, and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs, (including without limitation reasonable attorneys' fees, filing fees and court costs), penalties, liabilities or judgments that may arise out of the failure of the Contractor, its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the agreement relating to insurance requirements. The Parties agree that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the agreement.

II. INSURANCE

A. Insurance Requirements

1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the underlying agreement, including any and all extensions, except as defined otherwise in this exhibit.
2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives, and volunteers as an additional insured. The coverage shall include, but not be limited to, defense, investigation, judgment, payment, or settlement of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.

4. When the Town or the Contractor is damaged by the Contractor's failure to purchase or maintain insurance required under this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees, court costs, and all other costs of litigation properly attributable to the Contractor's failure to purchase or maintain insurance.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed as identified in the underlying agreement.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage. If a vehicle is not used in the execution of the underlying agreement then the Risk Manager may waive automobile coverage.
3. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the underlying agreement. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all actions, claims, and lawsuits, proceedings and/or exposure arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to defend, hold harmless and indemnify the Town from any and all claims, compensation, costs, damages, fines, losses, payments, penalties of any kind, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. **Minimum Scope and Limits:** The required insurance shall meet the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with the underlying agreement. The Contractor is responsible for any claims compensation, costs, damages, fines, losses, payments and penalties of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the underlying agreement.

2. **Certificates of Insurance:** The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. **Subcontractors:** The Contractor shall cause all subcontractors of any tier, acting on its behalf, to comply with this exhibit. The Contractor shall either include its subcontractors as an insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.

4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory:. All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.
6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of the underlying agreement. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the underlying agreement, for a minimum of two (2) years, except as defined otherwise in this exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be cancelled, reduced, suspended, voided except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the underlying agreement.