

P30.041_EXH-A

EXHIBIT A

(CITY OF STAMFORD REQUEST FOR PROPOSALS NO. 731)

**MAYOR
DAVID R. MARTIN**



**PURCHASING AGENT
ERIK J. LARSON
Phone: (203) 977-4107
FAX: (203) 977-6253
Email: elarson@stamfordct.gov**

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

REQUEST FOR PROPOSALS No. 731

WORKERS' COMPENSATION AND HEART AND HYPERTENSION CLAIMS ADMINISTRATION (SELF-INSURED MUNICIPALITY)

PROPOSALS DUE:

JANUARY 18, 2018 @ 4:00 P.M.

SUBMIT TO:

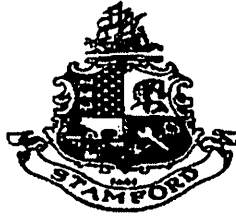
**CITY OF STAMFORD
888 WASHINGTON BOULEVARD
STAMFORD, CT 06904-2152**

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: (12/12/17)
(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.

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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OFFICE OF POLICY & MANAGEMENT
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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.

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Contractor fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Contractor's breach of this Agreement.

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: _____

REVISED: 09/01/17

**CITY OF STAMFORD
BOARD OF EDUCATION**

REQUEST FOR PROPOSALS

**WORKERS' COMPENSATION AND HEART
AND HYPERTENSION CLAIMS ADMINISTRATION
(SELF-INSURED MUNICIPALITY)**

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 for claims administration of workers' compensation and heart and hypertension. 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.

The City of Stamford is seeking proposals to provide workers' compensation services in the following areas: claims administration, medical management through utilization of a preferred provider organization, and administration of heart and hypertension for the City's Police Department and Fire Department. The City desires comprehensive proposals and seeks a firm capable of developing a highly effective partnership between City and vendor representatives in order to proactively administer all aspects of workers' compensation claims. The preferred provider organization must be approved by the State of Connecticut Compensation Chairman, as required by Connecticut statutes. The successful proposal will comply with all regulations and statutory requirements regarding managed medical care and all other aspects of workers' compensation claims administration. Proposals, including annual fees, are requested on a three (3) year basis with two (2) one year options to extend the contract.

The City of Stamford is a thriving city of approximately 120,000 people located in southwestern Connecticut, which is a growing center of international corporate headquarters and a major retail center for Fairfield County. The City is on the mainline of Metro North commuter rail and Amtrak, which provide daily passenger and freight service. In addition, it is served by major highways, including I-95, the Boston Post Road and Route 15. The City of Stamford operates under a Charter adopted in 1949 and most recently updated in November, 2014. The Chief Executive is the Mayor and the Legislative branch consists of the Board of Finance and the Board of Representatives. There are approximately 1300 employees in the general government and 2100 full time employees in the Board of Education. General government employees work in operations, administration, the health and social services department, the Water Pollution Control Authority, Fire Department and Police Department.

The City of Stamford maintains a self-insured workers' compensation program, subject to a \$1,500,000 self-insured retention. The program covers the general government as well as the Board of Education employees. Annual self-insured payments average approximately \$7 million under workers' compensation, and heart and hypertension, which is limited to the firefighters and police officers. The City has a salary continuation program for its employees in which the City's payroll department continues making regular payments to its employees while they are on workers' compensation disability based on union contracts. In addition, the City's third party administrator for workers' compensation maintains a preferred provider network, early return to work, managed medical care, medical audits, among other programs designed to minimize the cost of workers' compensation, but provide fast, effective care to City employees who sustain work related injuries or illnesses. The third party administrator is also the Account Designee for MMSEA Section 111 reporting purposes as it pertains to workers' compensation claims.

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, December 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: Workers' Compensation and Heart
and Hypertension Claims Administration

These proposals must be received by the City no later than Thursday, January 18, 2018, 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

All vendors should indicate if their services will be under a Contract or Service Agreement that will be filed with appropriate State and Federal agencies. If and when this Agreement is reviewed and signed by the City of Stamford, the following list must be

considered for such an agreement. This list only highlights key components required and does not preclude the City from adding or further defining additional requirements. Your response for each item is required as either “will comply” or “will not comply.”

The City of Stamford requires 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 workers’ compensation and heart and hypertension claims administration 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

If your company intends to file a separate tariff for the services offered within this Response, it should contain all rates and discounts associated with the Agreement. If any reference is made to other tariffs, then vendor must provide the City with copies of those tariffs. The City reserves the right to review and approve this tariff filing before it is made.

Will Comply or Will Not Comply

The Agreement will provide that the City of Stamford is guaranteed competitive fees for the duration of the term not to exceed the fees negotiated at the outset.

Will Comply or Will Not Comply

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

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 claims administration of workers' compensation and heart and hypertension.

The secondary objectives for the RFP include:

1. To ensure a timely, seamless transition from the current vendor, if applicable, which should include administration of new claims only and, in the alternative, assumption of claims administration of new claims, existing and reported claims and IBNR.
2. To ensure that every City employee sustaining a work related injury or illness is provided with quality medical care and treatment on a timely basis.
3. To ensure that every City employee receives appropriate medical and rehabilitative services enabling maximum medical recovery and a safe and expedient return to work as early as possible.
4. To effectively minimize and reduce City workers' compensation and heart and hypertension costs while providing quality medical and rehabilitative services to City employees sustaining work related injuries or illness.
5. To ensure proactive, professional claims administration and supervision of all new and pending workers' compensation and heart and hypertension claims.
6. To provide guidance and assistance to the City in implementing effective loss prevention, if applicable, and loss reduction measures and initiatives.
7. To assist in instilling a safety conscious management/employee culture and significantly reduce claims frequency and severity.
8. To provide guidance and assistance to the City in enhancing limited duty or restricted return to work programs.
9. To provide educational seminars on an as needed basis for all City departments so that all City supervisors, managers and employees understand their rights and responsibilities under workers' compensation and heart and hypertension.
10. To utilize effective medical management programs to minimize the cost of workers' compensation and heart and hypertension to the City.

11. To effectively utilize all audit tools to ensure that all workers' compensation and heart and hypertension payments are in line with State mandated rates and guidelines.
12. To provide timely, professional statistical reports to the City, which cover historical payment and incurred loss summaries and claim details.
13. To provide the City's Risk Management Department with actuarially developed loss forecasted reports and analyses of outstanding liabilities under workers' compensation and heart and hypertension.
14. Coordinate benefits and workers' compensation programs to ensure that competent services are being delivered to all City employees on a timely basis without any redundancies.
15. Utilize preferred provider networks in delivery of medical services to all employees who sustain work related injuries or illnesses.
16. The third party administrator is also the Account Designee for MMSEA Section 111 reporting purposes as it pertains to workers' compensation claims.

Services shall include:

1. Claims Administration – Administration of all new workers' compensation claims submitted directly by City departments to the third party administrator ("TPA"). The City requires a simple, effective reporting mechanism, such as an "800" telephone number to call, email address, and a facsimile number to send reports to. TPA will be responsible for paying on behalf of the City all medical expenses and associated services, including permanency awards to employees, dependents and heirs, if applicable. The TPA will also calculate and report to the City appropriate temporary total disability wages and will represent the City at all informal and formal hearings. Reports regarding progress and outcomes of claims, including hearings will be made available to the City on a regular basis, if required.
2. Loss Analysis and Claims Reporting – The City requires an online TPA database for all open and closed claims. The ability to download data to City based database is also required.
3. Prior TPA Claims – TPA will provide two alternatives: assuming full responsibility for all existing "open" claims and administering these claims on an ongoing basis. Alternatively, to only administer new claims reported on or after July 1, 2018.
4. Managed Care – TPA will provide managed care services through managed care providers and a preferred provider organization. Independent medical exams, rehabilitation services and other services will be utilized when appropriate to hasten recovery from injury or illness and when cost effective.
5. TPA will engage an external actuary to review all reserves on at least an annual basis.

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.

Structuring – Vendors are responsible for developing documents that conceptually describe the proposed structuring, financing, claims and safety and loss control of the workers' compensation and heart and hypertension claims administration.

Claims – Vendors should provide a detailed, written description of their proposed claims management program, if applicable, which encompasses all elements of the workers' compensation and heart and hypertension claims administration program.

Recommendation – Ultimately, and after describing in detail the various elements of the workers' compensation and heart and hypertension claims administration program, vendors may recommend an alternative insurance program, which is most cost effective while satisfying all the RFP requirements of the City of Stamford and the Board of Education.

Vendors should include in their responses a need for partners, particularly with respect to services that cannot be provided by the successful vendor.

Vendor Compensation – The accepted vendor will be compensated on a fee basis. All proposals must include an itemization of fees to be charged for all aspects of workers' compensation and heart and hypertension claims administration program, including claims and safety and loss control.

References

The vendor shall supply a minimum of four (4) references of a similar size and application to this project. 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 1** 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 in assessing each respondent's ability to provide the services requested. It is the City's expectation that the selected vendor will assign a dedicated Account Team who has experience in workers' compensation and heart and hypertension claims and safety and loss control.

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 Assigned To The Project
Years of Experience
Years Employed by Current Company
Address of Sales and Support Personnel
Telephone Number(s) of Above
Account Team Organizational Chart
Telephone Number(s) of Above

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 will evaluate the vendors based on the following criteria:

Knowledge and experience relating to workers' compensation, heart and hypertension.

Expertise and hands-on administrative and managerial experience with respect to underwriting, marketing, financing, claims and safety and loss control.

Experience and longevity in insurance / risk management industry.

Account team commitment.

Fees / commission charge(s).

Customer references.

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

CUSTOMER REFERENCES

The service provider shall be able to demonstrate their ability to satisfactorily provide services of the type and to the degree as specified herein. Please list below at least four (4) current references for which you have performed this type of work successfully and over a substantial period of time.

CLIENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON/PHONE NUMBER: _____

DATE OF SERVICES: _____ **NUMBER OF EMPLOYEES ON TEAM:** _____

CLIENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON/PHONE NUMBER: _____

DATE OF SERVICES: _____ **NUMBER OF EMPLOYEES ON TEAM:** _____

CLIENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON/PHONE NUMBER: _____

DATE OF SERVICES: _____ **NUMBER OF EMPLOYEES ON TEAM:** _____

CLIENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON/PHONE NUMBER: _____

DATE OF SERVICES: _____ **NUMBER OF EMPLOYEES ON TEAM:** _____

APPENDIX 2

PROGRAM QUESTIONNAIRE

1. Scope of Services

Please indicate services provided in your proposal:

- _____ Claims investigation and adjustment
- _____ Legal
- _____ Payment/check issuance
- _____ Medical management
- _____ Medical cost containment
- _____ PPO and utilization review
- _____ MMSE Section 111 reporting
- _____ Management information systems
- _____ Other (attach further explanations of services, if necessary)
- _____ Early return to work programs

2. Vendor identification and qualifications

- A. Provide following information for firm responsible for proposal and management of the plan, if selected

Name: _____
Servicing office
address: _____
Managing office
address: _____
Contact name(s), titles, telephone numbers, facsimile numbers

- B. Provide proposed contract with City of Stamford and provide copies of most recent audited financial statements and annual report. If proposal is joint venture, provide following for each participating company:

- i. Services provided
- ii. Servicing companies' addresses
- iii. Managing office addresses
- iv. Contact names

- C. Provide following for each company participating in joint venture:

- i. Hours of operation
- ii. Years of experience in providing workers' compensation services (detail managed care)
- iii. Describe approvals / submissions to workers' compensation commission

D. Describe affiliations or relationships with other organizations (e.g., HMOs, casualty insurer)

- i. For claims administration, is staff dedicated to workers' compensation only?
- ii. For managed care, are decisions regarding provider network totally independent of any affiliated organization?
- iii. Describe proposed account management organization, including names, titles, and experience of each member (resumes desirable). Provide organizational chart.
- iv. Describe individuals who will provide claims services. Discuss titles, roles, experience and workload of all individuals having responsibility for City's and Board of Education's account. Provide position description. Will they be dedicated exclusively to City's and Board of Education's account?
- v. Describe firm's experience and knowledge of greater Stamford area.
- vi. Provide full reference contacts for following clients handled by proposed servicing office:
 - (a) Connecticut municipalities
 - (b) Self-funded accounts in CT with at least 1,000 employees
 - (c) Connecticut references from current and former clients
- vii. Provide current Connecticut client list for workers' compensation.
- viii. Provide current municipal client list for workers' compensation.

E. Joint venture statement of vendor – Describe in detail firm's past and present working relationship with each of companies in joint venture.

1. Include names of clients, contacts, dates and duration of relationship.
2. Describe examples of success.
3. Why did your firm select each company, and why does your firm believe the affiliation is best suited to meet or exceed City's / Board of Education's plan requirements?
4. Describe firm's role and responsibilities in managing joint venture.

APPENDIX 3

COORDINATION OF ADMINISTRATORS

- A. Describe your proposed claims reporting procedures.
- B. What is the responsibility of each party, including the claimant and work supervisor?
- C. What are the timing factors? Please provide a copy of your approved First Report of Injury.
- D. Under your proposed plan for the City of Stamford/Board of Education, fully describe how a typical medical claim would be handled.
 - 1. Include all proposed case management activities.
 - 2. Explain actions and interactions by all parties including City/Board of Education personnel.
 - 3. Include timing requirements.
 - 4. Description should continue for the length of the claim.
- E. What additional actions would be performed for serious claims?
(include all parties)
- F. What additional actions would be required for questionable claims?
- G. Provide a sample memo to City employees that introduces and describes your proposed claim and medical management program.
- H. Please provide a sample instruction booklet for distribution to City supervisors and employees.
- I. What interaction between your representatives and the City's Risk Management department do you suggest?
 - 1. How often?
 - 2. What would a typical agenda include?

APPENDIX 4

ADMINISTRATION OF PRIOR CLAIMS

- A. Please fully describe your proposed program for the transition of nearly 40 pre-1985 workers' compensation files and the open H&H files.
- B. What is expected from the present administrator?
- C. From the City Risk Management Department?
- D. How long will the transition take?
- E. What will be the impact on our claimants?
- F. Will there be specific charges for the transition activities?

APPENDIX 5

MEDICAL MANAGEMENT

- A. Describe role of medical management in the proposed plan.
- B. How/When do managers coordinate with the claims administrator?
- C. Discuss interaction with City personnel.
- D. Describe your approved provider network.
- E. What is your philosophy in its design?
- F. Is your network connected in any way to a separate HMO network?
- G. What is the process to add or remove providers?
- H. Describe your credentialing criteria.
- I. If you are associated with an HMO, is credentialing of workers' compensation providers separate from the HMO process?
- J. Please provide a copy of the directory for approved networks.
- K. Describe any combined performance measurements of the coalition of providers you would provide to the City.
- L. Describe the fee schedule and utilization review process with your provider.
- M. Describe the provider discount program.
- N. Describe your recommended program regarding initial Providers.
 - 1. Why/how are they selected?
 - 2. What are their responsibilities?
 - 3. Do you provide training to them?
 - 4. How often and what issues are covered in training?
 - 5. Do you have recommended first treatment centers in the Stamford/Norwalk area?
 - 6. How would you approach the possibility of creating a "customized" network to meet the unique needs of the City of Stamford?
 - 7. Describe the size and composition of a complete custom network.
 - 8. Who would have the final authority in adding/eliminating providers from a custom network?

9. Have you done this for other large employers? Please describe in detail.

- O. Please give examples of successes where effective medical management reduced a client's total workers' compensation expenses/costs.
- P. Describe how quality and quantity of medical care is managed with your approved network (fee screening, peer review, service utilization review, dispute resolution procedures).
- Q. Does it differ with a custom City network? Describe the "return to work" program utilized by your network providers.
- R. How do you monitor and evaluate their performance in this important responsibility?
- S. How would City representatives be involved in return to work decisions?
- T. Please describe any specialized programs you offer that focus on heart disease and hypertension. Explain how the programs would reduce this exposure.
- U. Please describe your utilization management program.
- V. What services are offered and what is the criteria for utilizing these services?
- W. Explain how you would assure "balance" to the responsibilities of maintaining quality care and supporting an effective return to work program.
- X. Describe your prescription drug plan for workers' compensation claimants.
- Y. Describe your medical management quality assurance program.
- Z. Describe the results that will be shared with the City.

APPENDIX 6

CLAIMS ADMINISTRATION

- A. Describe the role of the claims administrator within the proposed plan.
- B. How/when do you coordinate with the medical management administrator?
- C. Discuss your communications with City personnel.
- D. Discuss your proposed program for file closures.
- E. Who recommends stipulations and structured settlements?
- F. Discuss your ability to present/support stipulation recommendations to a City council claims committee (occasional evening meetings).
- G. Describe how you would address the large number of older claims.
- H. What creative suggestions do you propose?
- I. What legal/medical specialists might be involved?
- J. Describe similar successful programs you have initiated with other clients.
- K. Please describe your success in assisting other clients (especially municipalities) in enhancing their limited duty program. Focus on both management and claimant issues.
- L. Describe how and when claim status reports will be supplied/discussed with City representatives.
- M. What is your suggested payment authority without client approval?
- N. Discuss your practice of contacting clients before issuing denials.
- O. Describe your claims reserving program.
 - 1. How often are reserves reviewed?
 - 2. By whom?
- P. Describe your program to discover all types of fraud.
- Q. How do you prevent duplicate claims under workers' compensation and medical benefits?
- R. Describe your program for audit of payments and file reviews.
 - 1. Who performs these functions?

S. Describe your third party recovery program.

T. Who will represent the City at informal hearings? Describe their experience.

1. Will the City be advised of all scheduled hearings?
2. How will the City be advised of the results of hearings?
3. What law firm(s) do you recommend to represent us? What is your experience with them?
4. Discuss their experience in the Stamford district office. Why are they uniquely qualified to handle our cases?

U. Do you conduct surveys of claimant satisfaction?

V. Discuss your commitment to customer service and satisfaction.

APPENDIX 7

HEART AND HYPERTENSION

- A. Describe your experience in administering heart and hypertension claims under Section 7-433c.
- B. How does your H & H program differ from regular workers' compensation?
- C. Would you recommend the same law firm(s) for heart and hypertension cases as regular workers' compensation cases?

APPENDIX 8

INFORMATION SYSTEMS

- A. Describe your information technology system.
- B. If a commercial package, please submit a copy of the product brochure.
- C. How would information be coordinated among claims administration, loss control and medical management?
- D. Would the City Risk Management Department have access?
- E. What specific information would be available?
- F. Would there be charges to the City for access? If so, what are they?
- G. Describe your philosophy in designing management reports.
- H. How do they present “information” as well as “data”?
- I. What benchmarking methods are used? How will your reports measure the success of our programs?
- J. How will they identify areas for attention and improvement?
- K. Please provide samples of all reports including the schedule for distribution.
- L. Describe your program for file maintenance and security.
- M. Do you have a disaster recovery plan?

APPENDIX 9

Miscellaneous

- A. Describe what procedures would be followed upon termination of this contract agreement.
- B. Will the City or its representative have the right to audit all aspects of your performance by reviewing pertinent records and documentation?
- C. Are you willing to indemnify and hold the City of Stamford harmless for a failure by you or your sub-contractors to provide network and utilization of workers' compensation services to injured workers, or the negligent provision of such services?
- D. Describe any other services not discussed in this proposal that would improve the City of Stamford workers' compensation program.

APPENDIX 10

FINANCIAL

- A. Fees should be quoted on an annual basis for the entire length of the contract (36 months).
- B. Fees for Service
- C. Start-Up Fees
- D. Workers' Compensation Indemnity Claims
- E. Workers' Compensation Medical Only Claims
- F. Workers' Compensation Incident Claims
- G. Workers' Compensation Re-Open of Claim
- H. Heart and Hypertension Indemnity Claim
- I. Heart and Hypertension Medical Only
- J. Annual Maintenance Fee, if applicable
- K. Any other Claims Administration Fees
- L. Network Fees
- M. Early Intervention Fees
- N. Case Management Fees
- O. Utilization Review Fees
- P. Hospital/Medical Bill Review Fees
- Q. Other Medical Management Fees (identify and quote separately)

(Describe what services are included in these charges.)
- R. How will these charges be billed?
- S. Describe your proposed charges for run-off claims at the conclusion of this contract.
- T. Alternative Fee Arrangements – The City requests that you provide alternate methods of pricing your services. We would welcome the opportunity to consider flat fee charges or capitation proposals.

U. Please fully describe the terms and limitations of our proposed plans.

V. The City also will consider risk sharing and performance based proposals. Such plans must be based on quantitative measurements of City plan results or pre-determined criteria. Such plans should be proposed as optional payment arrangements.

W. Processing Fees – Please identify and define all charges separately.

City of Stamford

Insurance Requirements

Workers' Compensation and Heart & Hypertension Claims Administration

The Vendor shall maintain throughout the entire term of its Agreement with the City of Stamford the following insurance coverages:

1. ***Comprehensive General liability*** insurance, which provides coverage for operations liability, completed operations and products liability, contractual liability and personal injury and advertising liability:
 - Must be written on an occurrence basis;
 - Completed operations and products liability insurance must be maintained for a period of not less than three (3) years following completion of the contract;
 - Contractual liability must insure any indemnities contained in the contract;
 - Limits of liability not less than \$5 million combined single limit per occurrence to include: Premises, Independent contractors, owners and contractors protective, personal injury (including libel, slander, defamation of character, etc.).
2. ***Comprehensive automobile liability***, which provides coverage for liabilities arising out of the ownership, operation and maintenance of motor vehicles.
 - City of Stamford and its employees, agents and officers to be designated as additional insureds;
 - Coverage shall apply to all owned, non-owned and leased (rental) vehicles;
 - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$1 million in the aggregate.
3. ***Workers' compensation*** coverage, which complies with statutes and regulations of the State of Connecticut.
4. ***Employer's liability*** insurance, with minimum limits of liability of \$100,000 each accident, \$100,000 disease, each employee and \$100,000 disease policy limit.
5. ***Professional liability*** insurance, which covers the services of the Vendor as defined in this RFP. Minimum limit of liability is \$2,000,000.
6. ***Fidelity insurance (crime)*** with a limit of liability of \$2,000,000. Coverage shall include, but not be limited to, loss of assets by the City of Stamford, which are caused by or attributable to theft by the Vendor's employees, agents and officers.

Additional Requirements:

- Any insurance underwritten on a claims made as opposed to an occurrence basis shall contain retro-active date of the date the contract is executed or commencement of services, whichever is earlier and an extended reporting period of not less than three (3) years following termination of the contract or completion of the services provided hereunder, whichever is later.
- The City of Stamford and its employees, agents and officers shall be designated as additional insureds under the general liability and automobile liability insurance.
- All insurance required hereunder shall contain thirty days (30) prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change in any terms and conditions of the insurance required hereunder.
- The Vendor agrees to waive any claim, right of claim against the City of Stamford, which is or may insured under any of the insurance policies required hereunder. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers and shall be primary without any right of contribution from any insurance maintained by or on behalf of the City of Stamford.
- The Vendor shall provide certificates of insurance, which evidence the insurance required hereunder.
- All insurance coverage required to be maintained by the Vendor shall be primary insurance, not excess or contributory, to any insurance maintained by or on behalf of the City of Stamford.
- Maintenance of insurance by the Vendor shall not serve to limit in any way the liability of the Vendor arising out of any services provided under this Agreement.