### TOWN OF CANTON



## REQUEST FOR PROPOSALS TO PROVIDE CLEANING SERVICES FOR MUNICIPAL BUILDINGS

RESPONSES DUE: March 11, 2015, 2:30 pm, EST

#### **GENERAL INFORMATION**

The Town of Canton, Connecticut, (hereafter referred to as "the Town"), seeks an appropriately licensed and qualified company and/or individual to provide contracted cleaning services for municipal buildings (hereafter referred to as "Cleaning Services") for the Town Buildings and North Canton Fire Association Fire Station for a period of 36 months with an additional 12 month renewal option, commencing on March 27, 2015. The successful contractor (hereafter referred to as "Contractor") shall serve as an independent contractor (not as an employee) and therefore shall not be entitled to any employment benefits.

#### **SELECTION CRITERIA**

Proposals will be reviewed and analyzed based on the following criteria:

- ✓ Contractor's completion of all RFP requirements.
- ✓ Contractor's experience providing cleaning services for municipal buildings.
- ✓ Contractor's professional references from prior serviced clients.
- ✓ Contractor's ability to meet the Towns' cleaning services needs.
- ✓ Contractor's Fee for Services.
- ✓ Contractor's performance in possible interviews.
- ✓ Contractor's Completion of a background check/ record check.

#### RFP TIMELINE

The projected timeline for this RFP is listed below and is subject to change

EVENT	DATE
RFP Issued	2/3/2015
Site Visit – Starting at Collinsville Fire	2/18/2015, 10:00 AM, EST
Station, 51 River Road, Canton CT	
Deadline for RFP Submission/RFP	3/11/2015, 2:30 PM, EST
Opening	
Contract Awarded	3/18/2015
Service begins	3/27/2015

#### **GENERAL CONDITIONS AND INSTRUCTIONS**

<u>Disclaimer</u>: This Request for Proposals (hereinafter, "RFP") is not a contract offer.

<u>Proposal Submittals</u>: Proposals must be received no later than 2:30 PM, EST, on March 11, 2015, at which time all RFP's will be publicly opened in the second floor Conference Room of the Canton Town Hall.

Respondents must submit one original and three (3) copies of the proposal. Proposals may be hand delivered or mailed to:

Robert Skinner
Reference "Cleaning Services for Municipal Buildings"
Chief Administrative Officer
Town of Canton
4 Market Street
PO Box 168
Collinsville, CT 06022-0168

<u>Questions about Proposal Requirements</u>: Respondents with questions regarding this RFP may contact the following individual by email only:

Robert J. Martin
Director of Public Works
Town of Canton
rmartin@townofcantonct.org

<u>Addendums</u>: Addendum(s) to the RFP may be issued by the Town. When issued, addendum(s) will be posted on the Town's website under the "Request for Proposals" link. It is the respondent's responsibility to check to see if RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

<u>Proposal Package Form</u>: All proposals shall be typed or printed in ink and be clearly legible. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal, or the party's authorized representative.

<u>Late Proposals</u>: Proposals received after the deadline for submission shall be rejected and not considered.

<u>Exceptions to RFP</u>: Any and all exceptions of the respondent(s) to the terms and specifications of this RFP shall be made in writing, clearly marked as an exception and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the right to reject proposals which contain exceptions that the Town deems to be unacceptable.

Review of Proposals: The Town reserves the right to waive informalities, non-material defects, or clerical errors in any proposal. The Town also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of the Town. The Town reserves the right to negotiate with one or more respondents as it sees fit. Proposals will be evaluated based on what is in the best interests of the Town. Cost may not be the sole factor in evaluating proposals. No contract rights shall accrue to a respondent unless and until the Town and the respondent execute a binding contract.

<u>Proposal Costs</u>: All costs incurred in the preparation of the proposals will be borne entirely by the individual/ firm submitter.

Ownership of Proposals: All proposals submitted become property of the Town.

<u>Freedom of Information</u>: All proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

<u>Period Commitment</u>: Proposals shall be final and binding and may not be withdrawn or amended for 60 days from the date and time when proposals are due.

<u>Irrevocability of Proposals:</u> Respondent(s) may amend or withdraw their proposals prior to this RFP's due date and time by submitting a clear and detailed written notice to the Town. Subject to the Period Commitment provision detailed herein, all proposals become irrevocable after the date and time they are due.

<u>Assignment and/or Subcontracting by Selected Respondents</u>: Assignment and/or subcontracting by successful respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

<u>Collusion</u>: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person responsible for said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is responsible for a misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

<u>Defense and Indemnification:</u> Any person contracting with the Town must, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected respondents shall pay any and all attorneys' fees incurred by the Town, its agents, or its employees, in enforcing any of the selected respondent's defense or indemnification obligations. In any and all claims against the Town, or any of its agents or employees, by any employee of a selected respondent, or anyone directly or indirectly employed by a selected respondent, or anyone for whose acts a selected respondent is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or a selected respondent under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

Conflict of Interest: By submitting a proposal the respondent certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by respondents under this provision and may reject any proposals where, in the opinion of the Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the respondent were to become a contracting party pursuant to this RFP.

<u>Local Bidder Preference:</u> Pursuant to Town Policy entitled "Local Bidder Preference" any bidder with a bona fide principal place of business within the Town of Canton ("Town Based Resident Bidder") shall be awarded the bid if the Town Based Resident Bidder submits a qualified bid which is not more than 10% greater than the lowest responsible bid and agrees to accept the bid amount of the lowest responsible bidder. In order to be considered a Town Based Resident Bidder the entity bidding must complete a Local Preference Affidavit and submit proof of principal place of business. A copy of the affidavit along with the Local Bidder Preference policy is attached hereto.

<u>Rejection:</u> The right is reserved to reject any and all, or any part thereof, of all bids or proposal when such action is deemed in the best interest of the Town.

# TOWN OF CANTON BID PROPOSAL FORM CLEANING SERVICE CONTRACT FOR MUNICIPAL BUILDINGS

BID FROM:		
NAME		
COMPANY NAME		
STREET	 	
CITY, STATE, ZIP CODE		

The undersigned declares that he/she has visited the facilities and thoroughly examined the Contract Documents for the proposed work and that, if his/her bid is accepted, he/she will enter into the Agreement with the Town (contract provided by the town) and that he/she will take in full payment therefore for the duration of the Agreement period the annual service fees applicable for the work as stated in the Technical Specifications schedule.

### PROPOSED FEES FOR CLEANING SERVICES FOR MUNICIPAL BUILDINGS AT <u>COLLINSVILLE FIRE STATION – 51 River Road, Canton CT:</u>

Total annual cleaning service fee for 3/27/2015	
through 3/26/2016	\$
Total annual cleaning service fee 3/27/2016 through	
3/26/2017	\$
Total annual cleaning service fee for 3/27/2017	
through 3/26/2018	\$

### PROPOSED FEES FOR CLEANING SERVICES FOR MUNICIPAL BUILDINGS AT <u>NORTH</u> <u>CANTON FIRE STATION - 540 Cherry Brook Road, North Canton CT:</u>

Total annual cleaning service fee for 3/27/2015	
through 3/26/2016	\$
Total annual cleaning service fee 3/27/2016 through	
3/26/2017	\$
Total annual cleaning service fee for 3/27/2017	
through 3/26/2018	\$

#### **BID ALTERNANT SITE**

### PROPOSED FEES FOR CLEANING SERVICES FOR MUNICIPAL BUILDINGS AT <u>PUBLIC</u> <u>WORKS - 50 Old River Road, Canton CT:</u>

Total annual cleaning service fee for 3/27/2015	
through 3/26/2016	\$
Total annual cleaning service fee 3/27/2016 through	
3/26/2017	\$
Total annual cleaning service fee for 3/27/2017	
through 3/26/2018	\$

Price given is the final to the Town and includes all taxes, overhead and profit of the bidder. The Town of Canton reserves the right to accept any or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interest of the Town.

### LOCAL PREFERENCE AFFIDAVIT (If Applicable)

STATE OF	<b>.</b>	D /	
COUNTY OF	) ss. )	Date	_
		_ (affiant), being first duly sworn, deposes a	and says:
1) That I am over the	age of 18 and unde	erstand the obligations of an oath.	
2) That I am the own bidder/proposer that h		representative, or agent ofttached bid/proposal.	, the
		place of business located at ch is in the Town of Canton.	
4) That the bidder/proincluding, but not limit	•	all taxes, both personnel and real estate a	nd all fees,
business is located, the	hen bidder/proposei	er of the real estate where such principal prissing proof that such address is the ase or personnel property tax bill.	
,		cal Bidder Preference Policy and being awa qualified "Town Based Resident Bidder" as	
(Signed)Af	ffiant	_	
(Title)		_	
	e has read the foreç	before me personally appeared going Local Preference Affidavit and that ba to be true.	
		Notary Public (My Comm. Expires Commissioner of the Superior Court	)

#### LOCAL BIDDER PREFERENCE POLICY

On any item, project or service which value exceeds \$7,500 or which is advertised through a competitive bid process and in which there is a qualified Town Based Resident Bidder, the lowest responsible bidder shall be determined in the following order:

- 1. A Town Based Resident Bidder which has submitted a bid not more than 10% higher than the lowest responsible bid may be awarded the bid provided such Town Based Resident Bidder agrees to accept the award of the bid at the amount of the lowest responsible bidder.
- 2. If more than one Town Based Resident Bidder has submitted a bid not more than 10% higher than the lowest responsible bid, the lowest responsible bidder shall be the Town Based Resident Bidder which submitted the lowest bid.
- 3. Otherwise, the award will go to the lowest responsible bidder who would qualify if there were no Town Based Resident Bidder.

Any local vendor meeting the requirements of a Town Based Resident Bidder, as defined below, responding to the solicitation shall be required to submit a signed Local Bidder Affidavit Form with the bid submittal. Failure to submit an affidavit form, may at the option of the Town, result in disqualification as a local vendor and ineligibility for contract award.

The term "Town Based Resident Bidder" shall mean any business with a principal place of business located within the Town of Canton. A business shall not be considered to be a Town Based Resident Bidder unless evidence to establish that such business has a bona fide principal place of business in Canton is included with each bid submitted by the business. Such evidence may include documentation of ownership, or a long-term lease of the real estate from which the principal place of business is operated or payment of property taxes on the personal property of the business to be used in the performance of the bid.

The Local Bidder Preference process shall not apply under the following circumstances:

- 1) Professional services contracts which are awarded on subjective criteria in addition to cost.
- 2) Contracts using state, federal or other funds that have regulations disallowing such practice.
- 3) If the qualified Town Based Resident Bidder is not current in the payment of all local taxes.
- 4) Bids made through regional organizations or state agencies such as state contracts, CRCOG or CIRMA, when the product or services offered have already been selected through a competitive process.
  - 5) Bids received through a reverse auction process.

#### **END OF SECTION**

#### SCOPE OF SERVICES

- The Director of Public Works shall be the contractor's direct contact and periodic conferences will be held with the department head responsible for each building to review the status of work progress at the site. Written status reports may also be required.
- The contractor shall employ only honest and responsible employees, skilled in the tasks assigned to them. The contractor shall be responsible for all conduct of his employees.
   The contractor shall furnish the Town of Canton a list of names, addresses, and ages of employees working in the buildings in which services are requested.
- The Town may require verification on each of the contractor's employees working on Town property as to the absence of any record reflecting moral, felony, drug, or other types of arrest that would be detrimental to the Town or its residents using said buildings.
- The Director of Public Works may require the contractor to dismiss from the worksite such employee or employees as he deems incompetent, careless, insubordinate or otherwise objectionable.
- The contractor shall be fully and directly responsible for any and all damage to buildings and their contents due to theft attributable, directly or indirectly, in whole or in part, to its employees and/or as a result of doors and/or windows left unlocked by successful bidder's personnel.
- All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the Contract Documents.
- The contractor shall confine his/her activities to those areas necessary to complete the work and shall take all necessary steps to avoid damage to adjacent surfaces.
- Any areas that are damaged during the course of the work shall be repaired or replaced to the satisfaction of the Town at no additional cost.
- The Town of Canton reserves the right to make reasonable changes to the scope of work and to delete any portion of the service upon notification of the contractor.

#### **HOURS OF SERVICE**

 The hours of service are to be generally as follows: however, the final determination of the hours of service shall be arranged with the department head in charge of each building.

Collinsville Fire Station – One day/night per week at a time to be designated by the Fire Chief.

North Canton Fire Station – One day/night every other week at a time to be designated by the Fire Chief.

Alternate Site:

Public Works - One day/night per week at a time to be designated by the Public Works Director.

 The buildings listed are public buildings that are visited by the public on a regular basis and are expected to be maintained in a clean and presentable condition at all times.

#### **CONTRACT DURATION**

This Agreement is for a term of three (3) years beginning on March 27, 2015 and ending on March 26, 2018. This contract may be extended by mutual agreement of both parties for one (1) additional year term. The Town shall have the right to terminate all or a portion of the Agreement if (a) the contractor does not comply with any provision of the Agreement, or (b) if the Town does not appropriate and/or budget sufficient monies for the second or third years of the Agreement, in which case the Town shall have no further obligation or liability to the contractor for any portion of the Agreement terminated or for the unfunded year or years.

#### **PAYMENT**

Contractor will be paid for the performance of cleaning services work after work has been completed. Billing for cleaning services shall be submitted monthly. All bills shall be reviewed by the Director of Public Works and be paid within 30 days of the Director's approval.

#### **COORDINATION WITH OTHERS**

During the progress of the work, the Town, or others may be engaged in performing work within the buildings. The contractor shall coordinate the work to be done under this Request for Proposals with the work of others, in such a manner as the Director of Public Works shall approve or direct.

#### **PUBLIC SAFEGUARDS**

The contractor agrees to conduct the work at all times in such a manner that the general public shall not inconvenience needlessly nor shall it be wholly obstructed at any point.

#### **OBLIGATIONS OF THE CONTRACTOR**

The contractor shall, at his/her own expense, provide all manner of supervision, labor, materials, apparatus, scaffolding, appliances, tools, machinery, transportation, and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The contractor shall employ only competent workers and shall provide experienced supervisors.

#### WATER SUPPLY AND ELECTRICAL ENERGY

The contractor may use the Town's facilities to obtain the electrical energy and water supply necessary for cleaning purposes.

#### **TECHNICAL SPECIFICATIONS**

#### 1. GENERAL CLEANING

- Collinsville Fire Station. Full cleaning service shall be performed at 51 River Road, Canton CT one day/night per week at a time to be designated by the Fire Chief.
- North Canton Fire Station. Full cleaning service shall be performed at 540 Cherry Brook Road, North Canton CT one day/night every other week at a time to be designated by the Fire Chief.

Alternate Sites:

- Public Works. Full cleaning service shall be performed at 50 Old River Road, Canton CT one day/night per week at a time to be designated by the Director of Public Works.
- As the Town of Canton deems necessary, additional municipal facilities may be included into this contract. Should this occur during the duration of this contract, pricing and scheduling of cleaning for each facility will be negotiated on an individual basis.
- It shall not be assumed that the level of cleanliness that presently exists in each of the public buildings meets these specifications or is satisfactory to the Town of Canton. The contractor shall be required to assure that all provisions of these specifications are met entirely and that the Town is provided with clean and presentable buildings.

The following building areas, provided for each facility, are considered estimated net square footage (usable square footage). Bidders are responsible to verify these quantities and interior finishes as necessary to submit a competent and responsible bid.

Name of Facility	Estimated Net	Number of	Number of	Number of	Number of
	Square Footage	Urinals	Sinks	Toilets	Showers
Collinsville	1,400	2	7	4	1
Fire Station	1,400	2	,	4	I
North Canton	1200	0	5	4	0
Fire Station	1200	U	5	4	U
Public Works	900	2	4	3	2

#### 2. ROUTINE CLEANING

- Empty all waste receptacles in designated containers. Empty all waste receptacles at outside/inside entrance ways. Empty all recyclable containers at designated collection points. Waste basket liners shall be furnished and replaced by the contractor as necessary for all waste receptacles.
- Sweep and dry mop all tile floors with chemically treated mops. Wet mop or spray buff where and when necessary daily.
- Sweep and mop stairwells and other soiled areas.
- Spot clean all walls, doors, door jambs, and other vertical surfaces.
- HEPA Vacuum all carpeting including under entrance mats and remove spots as required.
- Clean and sanitize drinking fountains.
- Mop lavatory floors using a minimum of two ounces of disinfectant per gallon of water, rinse and dry.
- Clean, sanitize and polish all vitreous fixtures (toilet bowls, urinals, sinks and showers).
   Clean all glass mirrors and polish all bright work. Wash all toilet seats using disinfectant and leave seats in an upright position free of watermarks.
- Replace all paper, hand towels, hand soap, as needed. Supplies to be furnished by the Town.
- Damp wipe lavatory walls, wall fixtures, countertops, moldings, stalls, partitions and other surfaces. All partitions are to be left free of watermarks and finger marks
- Clean entrance door glass all buildings

#### 3. PERIODIC CLEANING

- Monthly (All Buildings unless otherwise specified)
  - Dust or vacuum all furniture, cabinets, tables, chairs, bookcases, desks, lamps, etc., as well as moldings, ledges, chair rails, baseboards, trim and all horizontal surfaces within normal reach.
  - Dust or vacuum all window blinds.
  - Clean interior windows, partitions and doors.
  - Clean meeting room at the two Fire Stations.
- Semi-Annually (All buildings unless otherwise specified)
  - Clean inside and outside surfaces of all exterior windows.
  - All high dusting, over 6'6".
  - Carpet Extraction
  - Strip seal (one coat), and wax (two coats) all tiled floors in all Fire Stations, and Public Works. Heavily used areas may require being done more often.
- Annually (All buildings, unless otherwise specified)
  - All lights, light shades and walls are to be cleaned during the month of April.
- The contractor shall be required to complete and submit a task completion check list to the person in charge of each building and to the Director of Public Works for all weekly, monthly semi-annual and annual tasks.
- Should a listed daily or weekly task not be completed on schedule, then the monthly payment shall be pro-rated for those daily or weekly tasks actually completed.
- All areas of the buildings except storage areas shall be covered by this Request for Proposals. Fire apparatus rooms shall not be considered storage areas.

#### **SPECIAL NOTES**

**Sanitation Standards** – To ensure a healthy and safe municipal facility environment in which to work, all cleaning procedures must adhere to the highest standards as they relate to the health and well being of all building occupants.

**Cleaning Chemical Applications** – Every effort must be made to use proven environmentally safe cleaning products, polishes, floor stripper, floor finishes, etc. All products for all applications must be provided (listed and indexed) for review by the Director of Public Works before they are introduced into any municipal building.

**Labor, Supplies, Equipment, etc. - To Be Supplied by Contractor** – Provide all necessary labor, cleaning supplies, trash receptacle liners, and cleaning equipment, in order to properly clean and maintain the municipal facilities.

Cleaning Schedules – A cleaning schedule must be provided by the contractor for weekly cleaning operations (see personnel information below). Cleaning schedules shall accommodate and not interfere with the building usage, schedule of any activities, community

activities, etc. which may use any part of the municipal facility during daytime and night time hours.

Cleaning Complaints – If a cleaning complaint cannot be resolved and cleaning procedures do not meet Town of Canton's cleaning standards, there will be a deduction from the monthly invoice at the discretion of the Director of Public Works. The Director of Public Works or his designee will contact the cleaning contractor with the pertinent information and he/she will be given sufficient time to resolve any issues.

**Personnel Information** - Personnel list, reference checks, names addresses and phone numbers must be provided with revisions as they occur. The personnel list must show the facility they are assigned to, responsibility and daily hours of work.

**Supervisor** – The contractor shall assign a supervisor to be assigned to Canton's municipal buildings to oversee all cleaning procedures and must be supervising during cleaning hours. Additional responsibilities will be to provide a monthly cleaning survey to the Director of Public Works or as directed. The Supervisor must meet with the Director of Public Works or his designee at least once a month to discuss cleaning status and any issues of concern. The Supervisor assigned to each municipal facility is responsible for all cleaning procedures. The Supervisor must be able to communicate verbally and in writing in English regarding all cleaning responsibilities.

**Log Book Procedures** – A log book must be provided and used weekly by the cleaning contractor at each building in order to sign in and out, record start and end of work shift, description of cleaning issues and response to cleaning issues.

**MSDS Procedures** – MSDS book must be provided at each municipal facility and wall mounted in each custodial closet. A district wide Master Copy must be provided to the Director of Public Works and must be updated as required.

**HEPA Vacuuming Procedures –** All carpeted flooring must be HEPA vacuumed daily. The HEPA vacuum must be a Pro Team Coach Pack Linevacert model #100277 or approved equal. Filters must be changed as needed. Cleaning personnel must be properly trained in the usage and maintenance of all equipment.

**Carpet Extraction Procedures** – Early Spring (March/April) and again Late Fall (October/November) carpeting must be steam extracted and disinfected. A minimum of 200 degrees F. must be maintained at the nozzle and carpets must be thoroughly dried within twelve (12) hours. Prior to commencing this work, a schedule for each building must be approved by the Director of Public Works or his designee.

**Resilient Flooring Procedures** – Follow floor care cleaning approved by the manufacturer. Note: all offices, lobby areas, corridors and entrances must maintain a minimum of 3 coats of floor finish containing 20%-25% solids when dry. Floors must be ultra high speed burnishable.

**Town Provided Products -** The Town will supply liquid soap, toilet paper and paper towels for all municipal buildings. The successful bidder will be responsible to install the liquid soap, toilet paper and paper towels in each building as needed.

#### **TOWN CONTACT LIST**

Robert J. Martin
Director of Public Works
4 Market Street
P. O. Box 168
Collinsville, CT 06022-0168
Phone (860) 693-7863
Fax (860) 693-7864
Cell (860) 836-2333
rmartin@townofcantonct.org

Kevin Smith
Building Supervisor
4 Market Street
P. O. Box 168
Collinsville, CT 06022-0168
Cell (860) 830-9873
ksmith@townofcantonct.org

## TOWN OF CANTON, CONNECTICUT INSURANCE REQUIREMENTS FOR CLEANING SERVICE CONTRACT FOR MUNICIPAL BUILDINGS

The successful bidder agrees to maintain in force at all times during the Contract the following coverage's placed with company ('s) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

(Minimum Limits)

General Liability\* Each Occurrence 1,000,000
General Aggregate 2,000,000

Products/Completed Operations Aggregate 2,000,000

Auto Liability\* Combined Single Limit

Each Accident \$1,000,000 Umbrella\* Each Occurrence \$1,000,000

(Excess Liability) Aggregate \$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

Workers' Compensation and WC Statutory Limits Employers' Liability

- EL Each Accident \$100,000
- EL Disease Each Employee \$100,000
- EL Disease Policy Limit \$500,000

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

#### **INSURANCE & LIABILITY**

<u>Workers' Compensation Insurance</u>: In accordance with the State of Connecticut Workers' Compensation laws, Contractor shall carry Workers' Compensation and Employers' Liability Insurance for all persons employed in the performance of services under this RFP. Contractor shall provide the Town with a certificate verifying such coverage before commencing services

<sup>\*</sup> The Town of Canton shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

under this RFP. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind.

<u>Automobile Liability Insurance</u>: Contractor shall be required to carry Automobile Liability Insurance in limits, based on the services to be provided, in limits of not less than one million dollars (\$1,000,000), combined single limits. Contractor shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing services under this RFP. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind.

<u>Defense and Indemnification Provision:</u> The Contract shall indemnify and save harmless the Town, their officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance, negligent acts, errors, or omissions in the work performed by the (name of contractor) and/or any of its subcontractors, or resulting from the nonperformance of the (name of contractor) and/or any of its subcontractors of any of the covenants and specifications of this Excavation Permit, and such indemnity shall not be limited by reason of any insurance coverage.

It is further understood and agreed by the parties hereto, that (name of contractor) shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the Town.

**END OF INSURANCE REQUIREMENTS** 

## TOWNS OF CANTON References Form

Directions: Provide 3 (three) recent references, preferably government.

(1) Company/Individual:	
Address:	
Telephone:	
Service Dates:	
Services Provided:	
(2) Company / Individual:	
Address:	
Telephone:	
Service Dates:	
Services Provided:	

(3) Company / Individual:	
Address:	
Telephone:	
Service Dates:	
Services Provided:	