

SPECIFICATIONS FOR PROPERTY/LIABILITY
WORKERS COMPENSATION INSURANCE
POLICE FIRE ACCIDENT INSURANCE

TOWN OF EAST BRIDGEWATER
175 CENTRAL STREET
EAST BRIDGEWATER, MA 02333

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FORWARD

The Town of East Bridgewater is interested in obtaining a limited number of proposals for its insurance program effective July 1, 2023.

The Town of East Bridgewater is seeking quotes for the following lines of coverage:

- Workers Compensation
- General Liability
- Automobile
- Umbrella
- Property/Equipment Breakdown (Boiler & Machinery)
- Public Officials/Employment Related Practices Liability
- School Board/Employment Related Practices Liability
- Police/Law Enforcement Professional Liability
- Public Employees Blanket Bond/Crime
- Police Fire Accident (IOD)
- Privacy Cyber Liability

The guidelines that we have prepared for the presentation of proposals are relatively broad. The information contained in these specifications is designed to be a minimum guideline for the presentation of proposals. These specifications are not intended to limit the scope of coverages to be offered, but rather to outline key items that we wish you to address in your proposals. Proposals that include additional and alternative methods of handling risks will be welcomed and encouraged, but ***any deviations from these specifications must be clearly indicated.***

Decisions concerning the acceptance of proposals will be based on coverage content and costs. Services to be provided and immediate cost and cash flow advantages will also be taken into consideration. The Town of East Bridgewater reserves the right to accept or reject any or all proposals. It is expected that there may be some further negotiation relative to modification of coverage or cost after a particular proposal has been accepted based on general merits. The Town of East Bridgewater is open to using multiple agent or brokers should the Town determine that having multiple agents or brokers would provide superior coverage content, cost, or other advantages to the Town.

It should be stressed that, for the purposes of procurement, this proposal should not be considered to be part of a formal RFP (or IFB) process since insurance procurement is exempt from the provisions of Massachusetts General Law Chapter 30B. The Town of East Bridgewater reserves the right to amend this informal RFP at any time prior to the time of receipt of proposals. Also, the Town of East Bridgewater may cancel this informal RFP, in whole or in part, at any time whenever such an act is deemed in its best interest.

GENERAL INFORMATION

1. Market Assignments:

It is recognized that there are a few specialized municipal insurance programs in the marketplace and the brokerage community knows of them and all want to access them. The Town would prefer to deal with local brokers who have the requisite expertise in municipal insurance. Market assignments will be assigned by the Town Administrator.

2. Additional Information

Any questions concerning exposures, coverage or insurance technicalities should be addressed to:

Mr. Charles Seelig
Town Administrator
Town of East Bridgewater
175 Central Street
East Bridgewater, MA 02333
Tel: 508 378 1601
Fax: 508 378 1636

Information concerning questions that, in the opinion of the Town of East Bridgewater would be valuable to all proposers, will be distributed accordingly.

Failure of any proposer to receive any addenda shall not relieve such proposer from any obligation under the proposal as submitted. All addenda issued shall become part of these specifications. It is presumed that all proposers will have read and are thoroughly familiar with these specifications and addenda. The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve the proposer from any obligation with respect to the proposal.

3. Inspections

If it is necessary to inspect any locations for underwriting purposes or develop further information from within the Town of East Bridgewater permission for such must be obtained in advance from:

Mr. Charles Seelig
Town Administrator
175 Main Street
East Bridgewater, MA 02333
Tel: 508 378 1601
Fax: 508 378 1636

GENERAL INFORMATION

4. Applications

It is the responsibility of each proposer to complete all necessary applications. Since the majority of information necessary to prepare a quotation has been provided in these specifications, no insurer-specific applications will be completed as part of the marketing process. At the time of the award, it is the responsibility of the successful proposer to complete any such applications. Arrangements may be made with Mr. Charles Seelig at that time.

GENERAL REQUIREMENTS/SUBMISSION PROCEDURES

1. Delivery

Each sealed proposal should be submitted no later than June 20, 2022 at 12:00 Noon, and must remain valid through the anticipated inception date. Please deliver one copy of the proposals to:

Mr. Charles Seelig
Town Administrator
Town of East Bridgewater
175 Central Street
East Bridgewater, MA 02333
Tel: 508 378 1601
Fax: 508 378 1636

Since this is an informal RFP process, proposals may be e-mailed as an alternative to actual hard copy. Proposals received after this time may not be accepted and recognized. Postmarks do not determine actual receipt.

Information contained in the proposals will be held in strictest confidence until coverage has been placed.

2. Coverages and Forms

Proposals must indicate the insurance companies and service organizations to be used and include specimens of all non-bureau policy forms and endorsements. All insurers must be licensed in the Commonwealth of Massachusetts. All policies must have the approval of the Department of Insurance, Commonwealth of Massachusetts.

Unless explicitly noted to the contrary, all companies, brokers, agents, and service providers submitting proposals agree to all of the conditions set forth in these specifications. ***In each proposal, you are required to specifically note any deviations from these specifications. Also, you must clearly note any limitations of coverage, restrictive conditions, and the like.*** Phrases such as “see policy” and “refer to the accompanying policy form” are not acceptable and may disqualify the proposal.

3. Alternatives

Alternatives to the purchase of conventional insurance may also be offered. Such alternatives should be aimed at providing the Town of East Bridgewater with a more cost-effective and better-arranged risk management/funding program. Proposals of this type should include a conceptual presentation and may utilize a retention program, first loss plan, or other non-standard approach. The breadth of coverage and basis of costs contained in these alternatives, however, must incorporate all of the coverage and enhancements embodied in these specifications.

GENERAL REQUIREMENTS/SUBMISSION PROCEDURES

4. Statement of Good Faith and Non-Collusion

Each proposal submitted must include the following statement properly signed by an authorized official of the firm:

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person as used in the certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

5. Recommendations

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

6. Pricing and Payment Plan

- a. For each line of coverage, pricing portions of proposals should indicate the unit costs, discounts, dividends, audit rates, and like. All proposers shall clearly identify any fees to be charged beyond premium costs in their proposals. Although not mandatory, it is requested that the underwriter's worksheets also be included as part of your submission.
- b. Wherever possible, all combinable policies should be quoted using a "Package" policy concept.
- c. Any minimum earned premiums must be identified. If minimum earned premiums are not identified, it will be presumed that coverage is without a minimum earned premium provision.
- d. Methods of payment and cash flow are important considerations. While interest-free payments are preferred, other plans will be considered. Please indicate plans available and cost differentials.
- e. It is requested that all policies be issued subject to fixed rates for a one-year term, with a possible option to renew at fixed rates for two additional years.
- f. All commissions and other fees not included must be specifically and clearly identified. Any additional credits available to the Town must also be identified.

GENERAL REQUIREMENTS/SUBMISSION PROCEDURES

7. Agent and Company Qualifications and Services

In your proposal please outline the services to be provided by agency and company representatives. You should include the following information:

- a. Background information regarding the specific individuals who will be responsible for these services.
- b. A description of the specific loss control, claims, certificate issuance, and all similar services which the insurance company and agency will provide. This should be a defined program for the Town of East Bridgewater rather than a general statement of policy.
- c. We request a list of references, including at least three municipal references, if the proposer has not previously done business with the Town in the area of coverage for which quotes are provided in the last 3 years.
- d. Communicating the financial stability of proposed insurers to the Town of East Bridgewater is the responsibility of the agent or broker submitting the proposal. ***The agent or broker accepts full responsibility for informing the insured of any change in the financial standing of its insurers.*** Please address this specifically in your proposal.
- e. The account representative must be available for meetings with town officials during the day or night as required and must be experienced in making oral presentations to boards, commissions, and at public meetings.
- f. If any part of the work under this informal RFP is to be performed by a subcontractor, the proposer must provide a complete description of services to be subcontracted along with a complete description of qualifications and capabilities of the subcontractor.

8. Underwriting and Loss Information

Underwriting, valuation, and loss data provided have been compiled with attention to accuracy and are for the purpose of establishing a fair rating basis. We, however, cannot warrant the accuracy of all information.

All quotations must be based on the information in these specifications unless you are advised otherwise. The successful insurance vendor will be permitted to make reasonable adjustments necessitated by basing their quotation on information that was incorrect or has changed.

AWARD & REQUIREMENTS FOR SUCCESSFUL PROPOSER

1. Award

The awarding authority for the Town of East Bridgewater is the Town Administrator as the Procurement Officer. Awards will be made on the basis of scope of coverage, overall costs (including immediate costs, anticipated net premiums, and cash flow advantages), insurance company's ability to provide underwriting, loss prevention and claim services, the service capability of the agent, broker, or company representatives, and such other factors as the Town of East Bridgewater in its sole judgment consider relevant.

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

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

It is intended that insurance will be purchased and continued with the same agent or broker and company for a minimum of one year, with negotiation of renewal premiums consistent with changes in risk or exposure. The Town of East Bridgewater encourages bidders to provide an option to renew at fixed rates for two additional years. The Town of East Bridgewater, however, reserves the right to cancel or not renew its insurance during that period at its sole discretion and in accordance with the terms and conditions of the contracts.

2. Distribution of Policies and Other Data

The successful provider will be required to send originals of all binders, policies, endorsements, loss prevention reports, loss and claims information, audits, workers' compensation experience rating data, and correspondence to the Town Administrator at the Town of East Bridgewater.

Binders evidencing coverage must be issued by the successful proposer for all policies at the inception date and maintained in effect until such time as the policies are issued and in the possession of the Town of East Bridgewater. We expect that new/renewal policies will be produced within a reasonable amount of time (60 days) after expiration.

3. Statistical Data

Please note that itemized loss reports must be furnished quarterly with annual updates of previous policy years until all cases are closed. Claims reports should include reserve

AWARD & REQUIREMENTS FOR SUCCESSFUL PROPOSER

and paid amounts, description of losses, dates of incidents, names of claimants, and all other information deemed appropriate.

4. Renewals

If the Town of East Bridgewater does not notify the incumbent vendor by May 1 that it is going out to bid, the Town requests that all ***renewal*** proposals be available at least 60 days prior to expiration or anniversary and indicate ***any changes*** in coverage as well as costs. It is the responsibility of the successful provider to obtain all information necessary to meet this requirement.

GENERAL POLICY DATA

1. Named Insured

The named insured on all policies should read:

"Town of East Bridgewater and all appointed or elected members of boards, commissions, departments, or committees, or elected officials, volunteer workers, and employees and all affiliated, associated, or allied entities as may now or hereinafter be constituted or established."

Rights of subrogation against all subsidiary and affiliated organizations must be waived.

2. Additional Insureds

Additional insureds are to be included in policies as required by contract, agreement, or permit.

3. Cancellation/Non-Renewal and Material Change Provisions

The Cancellation provisions of all policies should be amended to provide 75 days advance written notice of cancellation, non-renewal, reduction, or restriction of coverage by the insurer, addressed to:

Mr. Charles Seelig, Town Administrator
Town of East Bridgewater
175 Central Street
East Bridgewater, MA 02333

4. Knowledge of Occurrence

The following clause is to be included in all policies:

"It is agreed that knowledge of occurrence by any agent, servant, or employee of the Insured shall not constitute knowledge of the Insured unless notice has been received by the Town Administrator, Town of East Bridgewater"

5. Unintentional Errors and Omissions

The following clause is to be included on all policies:

"It is agreed that failure of the insured to disclose all hazards at the inception of this policy, or to comply with any provisions of this policy, or errors or omissions in applications, declarations, schedules, endorsements, or other documents shall not prejudice the insured with respect to the coverage afforded by this policy, provided such failure, error, or omission is unintentional and is corrected or complied with as soon as practicable after it has been brought to the attention of Mr. Charles Seelig, Town Administrator, Town of East Bridgewater."

GENERAL POLICY DATA

6. Choice of Counsel

The Town of East Bridgewater requests that it have the right to select counsel in the event of a suit or other action.

7. Settlement (for non-property policies)

The following endorsement should be included in all non-property/non-inland marine policies:

"It is understood and agreed that the company shall not settle any suit without the consent of the Town Administrator at the Town of East Bridgewater. If, however, the Town of East Bridgewater refuses to consent in writing to any settlement received by the company and shall elect to contest the claim or continue any legal proceedings in connection with such claim, the company's liability shall not exceed the amount for which the claim could have been settled plus claims expense incurred up to the date of refusal by the Town of East Bridgewater."

WORKERS' COMPENSATION

1. Policy Information Page

Policy Period: July 1, 2022 to July 1, 2023.

A. Statutory Coverage: Massachusetts

B. Employer's Liability Limits

Bodily Injury by Accident: \$1,000,000 each accident
Bodily Injury by Disease: \$1,000,000 each employee
Bodily Injury to Disease: \$1,000,000 policy limit
or sufficient to meet Umbrella Liability underlying insurance requirements.

C. Other States - All states except those indicated in Item A and the following:
ND, OH, WA, WY.

2. Additional Endorsements

In addition to the amendments listed in the "General Policy Data" section of these Coverage Requirements, the following extensions of coverage are required:

- a. Voluntary Compensation - Covering "All Employees" in "All States" with the "State of Hire" as the designated Workers' Compensation law.
- b. U.S. Longshoremen's and Harbor Workers' Compensation Act - "All States" - no known exposure.
- c. Maritime (Jones Act) o known exposure

3. Experience Modification

1.00 (Tentative)

4. All Risk Adjustment Program Surcharge

1.00 (Tentative)

5. Classifications and Estimated Payrolls

See separate schedule.

6. Premium Development

All proposers are required to include a copy of the calculation of Workers' Compensation premium. This calculation worksheet must include: codes; payrolls; rates; deviations; experience modifications; premium discount; standard premium; deposit premium; and payment plan.

WORKERS' COMPENSATION

7. Rating Plans

Cash flow is of importance. All factors relating to calculation of plan premiums must be included.

8. Losses

See Loss Section.

9. Unit Reports

Reserves on all open cases are to be reviewed with the Town of approximately two months prior to valuation date. All Unit Reports are to be reviewed with the Town of East Bridgewater before filing with appropriate bureaus.

10. Employee Assistance Program

An Employee Assistance Program (EAP) is currently provided in association with the Workers' Compensation Insurance. The Town is interested in establishing such a program. If included, your proposal should indicate details of your proposed EAP and any associated costs.

ESTIMATED WORKERS' COMPENSATION PAYROLLS
2022-2023

<u>CLASSIFICATION</u>	<u>CODE</u>	<u>EST. PAYROLL</u>
Tree Pruning & Drivers	0106	If Any
Street/Road Maintenance	5509	\$1,003,674
Drivers NOC - Commercial	7380	If Any
Bus-All Other	7382	\$ 17,385
Waterworks	7520	\$ 574,853
Police Officers & Drivers	7720	\$ 111,262
Clerical Office	8810	\$2,591,470
Hospital: Veterinary	8831	If Any
Physician & Clerical	8832	\$ 77,652
School: Professional	8868	\$20,193,996
Building Maintenance	9015	\$ 237,590
School: All Other	9101	\$1,211,791
Parks N.O.C. - All Employees	9102	If Any
Municipal, Employees N.O.C.	9410	\$ 340,739
	TOTAL	\$26,360,412

GENERAL LIABILITY

1. Policy Period

July 1, 2022 to July 1, 2023

2. Limits of Liability

Minimum limits sufficient for Umbrella Liability underlying insurance requirements are to be provided.

Current limits are as follows:

Each Occurrence Limit	\$1,000,000
Personal Injury and Advertising Injury Limit	\$1,000,000
Medical Expense Limit - Any One Person	\$ 10,000
Fire and Explosion Damage Limit - Any One Occurrence	\$100,000
Products - Completed Operations Aggregate	\$3,000,000
General Aggregate Limit (other than Products- Products - Completed Operations)	\$3,000,000

3. Governmental Immunity

Municipalities within the Commonwealth of Massachusetts have the benefit of MGL Chapter 258, (Public Liability) and MGL Chapter 84, (Streets and Roads). These provisions of Massachusetts General Laws limit the liability of municipalities to \$100,000/claim, and \$5,000/claim respectively. The application of these statutes have been affirmed by the Massachusetts Supreme Judicial Court through various cases.

4. Form and Coverage Required

a. Commercial General Liability Occurrence Coverage

I.S.O. Form CG 00 01 12 07 or broader; general aggregate to apply separately to each location or each project. (CG 2504 or equivalent)

b. Please refer to the "General Policy Data" section of these coverage requirements for those endorsements required for all policies.

c. Additional Requirements

The following additional provisions are to be included:

- i. Personal Injury and Advertising Injury Liability extend coverage to losses including injury to feelings or reputation and losses that arise from discrimination, unfair dealings, mental injury, mental anguish, emotional distress, shock, embarrassment and humiliation.
- ii. Include incidental publishing under the scope of coverage along with the invasion of privacy (electronically or otherwise)

GENERAL LIABILITY

- iii. Delete exclusions relating to contractual liability claims: wrongful detention, false arrest, wrongful eviction, invasion of privacy etc.
- iv. Host Liquor Liability- extend coverage to all activities of the insured incidental to their normal operations.
- v. Employee Benefits Liability: \$1,000,000 each claim/\$1,000,000 aggregate with a \$1,000 maximum deductible. No retroactive date.
- vi. Cemetery Liability: main cemetery and historic cemeteries
- vii. Employees and Volunteers as additional insureds.
- viii. Delete the Fellow Employee exclusion.
- ix. Additional insureds - Coverage to be afforded for any person or organization for whom the named insured has agreed in writing to provide this type of insurance for operations performed or facilities used by the named insured. Current Additional Insureds:

Advance notice of cancellation, non-renewal shall be provided to all additional insureds as required by contract. Coverage for defense costs should be in addition to the policy limit when agreed to prior to a loss.

- x. Coverage for bodily injury and property damage caused by pollution from building heating or cooling equipment is to be included.
- xi. Prejudgment Interest coverage.
- xii. Local, State, and Federal Programs & Co-Ventures: It is requested that coverage includes the Insured's interest arising out of its participation in any local, state, or federal programs or co-ventures (incl. mutual aid agreements), whether they be joint ventures or otherwise.
- xiii. Automatic coverage for newly acquired locations and newly acquired and formed entities to be amended so that there is no time limitation.
- xiv. Coverage for "Punitive" and "Exemplary" damages to the extent not prohibited by Law.
- xv. Incidental Medical Malpractice Coverage for all officials, employees and volunteers who are not medical professionals including operations unusual or common to a municipal board of health.
- xvi. Amendment of "Other Insurance" Clause - policy will apply excess over any other valid and collectible insurance available to the insured.
- xvii. No gymnastic equipment exclusion should be attached to the policy.
- xviii. No athletic participation exclusion should be attached to the policy.

GENERAL LIABILITY

- xix. No abuse and molestation exclusion should be attached to the policy. Please describe the extent of coverage..
- xx. Include College or School Endorsement (ISO CG 22 71 00 93).
- xxi. Teacher's Liability - all teachers, guidance counselors, and staff - Include corporal punishment to the extent allowed by law. Remove any incidental malpractice exclusions.
- xxii. Cross Liability, any insured shall be deemed a member of the public in any action which concerns any other insureds. It is agreed that the aforesaid relationship shall be considered as applying to all the insureds.
- xxiii. Lessors and others as Additional Insureds as required by contract.
- xxiv. Include coverage for "pollution" resulting from Pesticide and Herbicide application, sewage overflow and fire department emergency operations.
- xxv. Owned Watercraft - Coverage at full policy limits to be afforded for owned watercraft and any similar additions or replacements; Exposure:
- xxvi. Include coverage for streets, roads, bridges, and sidewalks. We do remind the underwriters that in the Commonwealth of Massachusetts Chapter 84 of the General Laws limits liability to \$5,000 per claim for street and road defects.
- xxvii. Nurse's Liability - There are school nurses and public health nurse.
- xxviii. EMT & Paramedic Liability - There are 24 full time and 3 call/volunteer firefighters of which 18 are paramedics and 7 have EMT certification. The Fire Department does operate at a paramedic (ALS) level.
- xxix. The policy should not include a failure to supply exclusion.
- xxx. Full coverage for all locations which are assumed through tax title foreclosure must be included.
- xxxi. Apply the Reasonable Force coverage to Property Damage as well as bodily injury.
- xxxii. Redefine products to accommodate any cafeteria exposure (ISO CG 24 07).
- xxxiii. The Town would prefer to be consulted prior to the insurer relying on immunity as a legal defense. Please provide the Waiver of Governmental Immunity Endorsement (CG 24 14).

GENERAL LIABILITY

5. Rating and Underwriting Information

Annual Town Report and Budget is online. Please include municipal expenditure worksheet. Copy included with Coverage Requirements.

6. Losses

See Attachments.

AUTO LIABILITY AND PHYSICAL DAMAGE

1. Policy Period

July 1, 2022 to July 1, 2023

2. Form

Business Auto Policy I.S.O. Form CA 00 01 (with Massachusetts statutory endorsement). Use the following symbols for covered autos:

Liability

Symbol 1 - any auto

Uninsured/Underinsured Motorists

Symbol 2 - any owned auto

Personal Injury Protection

Symbol 2 - any owned auto

Medical Payments

Symbol 2 – any owned auto

Comprehensive

Symbol 2 and 8 - any owned auto (See options below)

Collision

Symbol 2 and 8 - any owned auto (See options below)

3. Limits of Liability

Minimum limits sufficient for Umbrella Liability underlying insurance requirements are to be provided. Current limits are as follows:

Bodily Injury and Property Damage Liability	\$1,000,000 per accident
UnUnderinsured Motorists:	\$ 100,000 each person \$ 300,000 each accident
Medical Payments	\$ 5,000 each person
Personal Injury	\$ 8,000 each person

4. Physical Damage

a. Comprehensive

- i. Quote all vehicles.

AUTO LIABILITY AND PHYSICAL DAMAGE

- ii. Deductible: \$500; additional proposals with higher deductible options will be considered. The Comprehensive deductible should be subject to an "aggregate per occurrence" of no more than three times the selected deductible to account for vehicles being stored overnight.
 - iii. Settlement Basis: Delineate Actual Cash Value or Replacement Cost. Please address in particular Fire Trucks, Ambulances, Police cars and School Buses. See Vehicle schedule for RC and ACV breakdown.
 - iv. Amend coverage to include accessories to vehicles assigned to the police and fire departments and other emergency vehicles. Such items include, but are not limited to, spot lights, light racks, and cages.
- b. Collision
- i. Quote all vehicles.
 - ii. Deductible: \$500; additional proposals with higher deductible options will be considered.
 - iii. Settlement Basis: Same as iii above
 - iv. Amend coverage to include accessories to vehicle assigned to the police and fire departments and other emergency vehicles. Such items include, but are not limited to spot lights, light racks, and cages.
 - v. Include Waiver of Collision deductible.
- c. Glass
- Glass coverage should be included at no deductible.
- d. Sound Transmitting and Receiving Equipment
- Endorsement CA 20 02 or equivalent is to be included to extend the Physical Damage coverage to sound transmitting and receiving equipment. This endorsement is to apply to all town vehicles. Also include any special equipment and accessories, such as wheelchair lifts, etc. (RC) / Extend coverage to permanently installed EDP Equipment.

5. Additional Requirements

In addition to the amendments listed in the "General Policy Data" section of these coverage requirements, the following extensions of coverage are required:

- c. Include Lessor as Additional Insured whenever required by contract or agreement. Definition of owned automobiles to be extended to include long-term leased vehicles.
- d. Include punitive damages, unless prohibited by law.
- e. Eliminate Fellow Employee exclusion.

AUTO LIABILITY AND PHYSICAL DAMAGE

- f. Eliminate Contractual exclusion or include I.S.O. Form CA 00 29.
- g. Include employees and volunteers as Additional Insureds while operating their own auto on the named insured's behalf.
- h. Provide Lease Gap coverage in the event Actual Cash value compensation is insufficient to cover the remaining lease obligation
- i. Include Pollution Liability Broadened Coverage Form CA 99 48 or MM 99 55.
- j. Include short-term Rental Physical Damage coverage - Quote separately.

6. Underwriting Information

See Vehicle Schedule- both on road (registered) and off road (contractors equipment).

7. Loss Information

See Attachments.

8. Rating Basis

Composite rated per power unit.

9. Services

Please describe the scope of Massachusetts Motor Vehicle Registry services. The Town requests that the agent, broker, or direct writer handle motor vehicle registration and title transfer for Town vehicles.

In addition, please describe any specific services offered.

UMBRELLA LIABILITY

1. Policy Period

July 1, 2022 to July 1, 2023

2. General

The current limit is \$2,000,000. Please provide optional quotes per million through \$5,000,000.

3. Limit

\$ 2,000,000

4. Retention

\$10,000 maximum.

5. Coverage Requirements

In addition to the amendments listed in the “General Policy Data” section of these coverage requirements, the following inclusions or extensions are desired:

- a. Include Personal Injury, Property Damage and Advertising Liability for all operations of the Named Insured not otherwise specifically insured including all co-ventures or joint ventures to the extent of the Insured’s liability.
- b. Defense should be provided in addition to the limits of liability and for claims not otherwise insured that fall within the retention level.
- c. The form should provide an insuring agreement to “pay on behalf of the insured,” rather than “indemnify the insured”.
- d. A Terms and Conditions endorsement should be included stating that the Umbrella Liability policy will be no less broad than an Underlying policy. Sample language is as follows:

“It is understood and agreed that in the event of loss for which the insured has coverage under the underlying insurance set out in the attached schedule, the excess of which would be recoverable hereunder except for terms and conditions of this policy which are not consistent with the underlying, then notwithstanding anything contained herein to the contrary, this policy shall be amended to follow the terms and conditions of the applicable underlying insurance in respect of such loss.”

- e. The conditions relative to the “Maintenance of Underlying Insurance” and any “drop down” provisions should be triggered by claims paid and aggregates reduced by payments, etc. made during the term of the underlying insurers policy.

UMBRELLA LIABILITY

- f. Any requirement for the insured to reinstate an impaired aggregate must be specifically indicated in your proposal.
- g. Pre-judgment Interest is to be included as part of the form and in addition to the limit of liability.
- h. Include excess limits over Public Officials, Law Enforcement, School Board, Nurse's, EMT and Paramedic Liability.
- i. Coverage should include (but not be limited to) the following:
 - i. "Insured" to include any insured in underlying insurance
 - ii. "Insured" to include any insured required by contract
 - iii. Cross Liability or Severability of Interest coverage
 - iv. No joint venture exclusion
 - v. Owned Watercraft
 - vi. No malpractice limitation
 - vii. No fellow employee exclusion
 - viii. Employers liability

6. Cost Plan

A fixed cost is preferred.

7. Underwriting Information

See Workers Compensation, General Liability, and Auto sections.

8. Losses

None.

PUBLIC OFFICIALS LIABILITY

1. Policy Period

July 1, 2022 to July 1, 2023

2. Minimum Requirements

- a. Limit of Liability: \$1,000,000 per loss/\$3,000,000 aggregate
- b. Deductible: \$ 10,000 each loss
Other deductible options will also be considered.
- c. You must provide a copy of the form and all endorsements with your proposal including retroactive dates

3. Additional Proposals

Equal consideration will be given to additional proposals with various limits and deductibles or no deductible.

4. Additional Terms and Conditions Requested

The following inclusions or extensions are desired:

- a. Include all full and part-time employees, appointed or elected officials, and volunteer workers as Additional Insureds.
- b. Coverage to include attorneys, architects, engineers, or accountants while acting within the scope of his or her duties on behalf of the Town of East Bridgewater.
- c. Include coverage for Civil Rights violations to the extent allowed by law (including discrimination).
- d. Please amend the "Settlement Basis" clause to read as follows:

SETTLEMENT. The company shall not settle any suit without the FIRST NAMED INSURED's consent. If, however, the FIRST NAMED INSURED refuses to consent to any settlement received by the Company and shall elect to contest the claim or continue any legal proceedings in connection with such claim, the Company's liability shall not exceed the amount for which the claim could have been so settled plus claims expense incurred up to the date of such refusal.
- e. Employment related activities of the insured are to be included for coverage (Employment Practices Liability). Please delineate if your proposal has separate towers of coverage for Employment Related Practices Liability
- a. Coverage should be included for administrative type actions, such as, but not limited to, Massachusetts Commission Against Discrimination/State Human Rights Commission complaints.

PUBLIC OFFICIALS LIABILITY

- b. The exclusion(s) pertaining to emotional distress and mental anguish are to be deleted.
- c. The exclusion pertaining to “back wages” is to be deleted.
- d. Coverage is to be included for the hazards of “mental anguish and humiliation”.
- e. The term “claim” is to include any administrative proceeding.
- f. The definition of “Wrongful Act” should Include:

Any actual or alleged error or misstatement, or misleading statement or act or omission (including misfeasance, malfeasance and nonfeasance) by any insured as a public official or employee of the Town.
- g. Define “damages” to include punitive or exemplary damages, unless prohibited by law.
- h. The coverage form should contain a “**severability of interest**” provision. This provision should state that; except for the limits of liability and the Insured’s deductible assumption, the terms and conditions of the policy apply separately to each insured.
- i. Include **defense coverage** for any suit or action brought about or contributed by the fraud, dishonesty, or bad faith of an Insured until the case has been adjudicated and the allegations proven.
- j. **Defense of claims** seeking non-money damages should be included .Please describe any coverage extension or enhancement on non-monetary damage claims.
- k. Delete the exclusion pertaining to the purchase and **maintenance of insurance**. A schedule of the insurance purchased by the Town will be submitted to the underwriter.
- l. Provided an exception to any Inverse Condemnation Exclusion for proceedings associated with physical injury to tangible property not owned by, rented or loaned to the insured.

5. Underwriting Data

- a. See “General Liability Underwriting Data” section of these coverage requirements.

6. Losses

See Attachments.

SCHOOL BOARD LIABILITY

1. Policy Period

July 1, 2022 to July 1, 2023

2. General

Please show the premium breakdown separate.

3. Minimum Requirements

- a. Limits of Liability: \$1,000,000 each loss/\$1,000,000 aggregate
\$ 50,000 Non-Monetary Defense
- b. Deductible: \$ 10,000 each loss
- c. Form: You must provide a copy of the form and all endorsements with your proposal including retroactive dates.
- d. Other deductible options will also be considered.

4. Additional Proposals

Equal consideration will be given to additional proposals with various limits and deductibles or no deductible.

5. Additional Terms and Conditions Requested

The following inclusions or extensions are desired:

- a. Include all past, present and future full and part-time teachers, employees (including those under contract), student teachers, teacher aides, appointed or elected officials, and volunteer workers as Additional Insureds.
- b. Include coverage for Civil Rights violations to the extent allowed by law including discrimination (not unlawful).
- c. Include Prior Acts coverage.
- d. Please amend the "Settlement Basis" clause to read as follows:
SETTLEMENT. The company shall not settle any suit without the FIRST NAMED INSURED's consent. If, however, the FIRST NAMED INSURED refuses to consent to any settlement received by the Company and shall elect to contest the claim or continue any legal proceedings in connection with such claim, the Company's liability shall not exceed the amount for which the claim could have been so settled plus claims expense incurred up to the date of such refusal.
- f. Include corporal punishment.
- g. Employment related activities of the insured are to be included for coverage (Employment Practices Liability).

SCHOOL BOARD LIABILITY

- h. Coverage should be included for administrative type actions, such as, but not limited to, Massachusetts Commission Against Discrimination/ Human Rights Commission complaints.
- i. The exclusion(s) pertaining to emotional distress and mental anguish are to be deleted.
- j. The exclusion pertaining to “back wages” is to be deleted.
- k. The term “claim” is to include any administrative proceeding.
- l. Define “damages” to include punitive or exemplary damages, unless prohibited by law.
- m. Include **defense coverage** for any suit or action brought about or contributed by the fraud, dishonesty, or bad faith of an Insured until the case has been adjudicated and the allegations proven.
- n. **Defense of claims** seeking non-money damages should be included.
- o. Delete the exclusion pertaining to the purchase and **maintenance of insurance**. A schedule of the insurance purchased by the Town will be submitted to the underwriter.

6. Underwriting Data

See “General Liability Underwriting Data” section and Property schedule of these specifications.

7. Losses

See Attachments.

POLICE PROFESSIONAL LIABILITY

1. Policy Period

July 1, 2022 to July 1, 2023

2. Minimum Requirements

- a. Limits of Liability: \$1,000,000 each occurrence/\$1,000,000 aggregate
- b. Deductible: \$ 10,000 each incident
- c. Form: You must provide a copy of the form and all endorsements with your proposal.

3. Additional Proposals

Equal consideration will be given to additional proposals with various limits and deductibles or no deductible.

4. Additional Terms and Conditions Requested

The following inclusions or extensions are desired:

- a. Include all past, present, and future (including those under contract) full and part time employees, appointed or elected officials, and volunteer workers as Additional Insureds.
- b. Include coverage for Civil Rights violations to the extent allowed by law.
- c. Include Prior Acts or Occurrence coverage.
- d. Include coverage for fellow employee suits.
- e. Include coverage for all work details outside of normal duties, including coverage for approved "moonlighting/extra duty details" and off-duty emergency situations.
- f. Amend the "Settlement" clause to read as follows:

SETTLEMENT. The company shall not settle any suit without the FIRST NAMED INSURED's content. If, however, the FIRST NAMED INSURED refuses to consent to any settlement received by the Company and shall elect to contest the claim or continue any legal proceedings in connection with such claim, the Company's liability shall not exceed the amount for which the claim could have been so settled plus claims expense incurred up to the date of such refusal.

- h. Delete any AIDS Exclusions.
- i. Include coverage for detention or lock up facilities.
- j. Coverage is to include mutual aid agreements.

POLICE PROFESSIONAL LIABILITY

- k. Any exclusions for limiting coverage from time of arrest or any exclusions relating to Police Professional coverage on the Insured's premises are not to be included or attached.
- l. We expect that this policy will dovetail in with the GL and Public Officials Forms.
- m. The term "Insured" must include all past, present, and future lawfully elected or appointed officials, employees or volunteers of the Police Department, the heirs and estates of deceased persons who were insured at the time of the "wrongful act".
- n. Coverage definition should include, but not be limited to:
 - (a) Assault and battery (including wrongful detention)
 - (b) Discrimination and other Civil Rights Violations
 - (c) Violation of property rights (including wrongful eviction)
 - (d) Lack of training/supervision
- o. The term "wrongful act" (as it relates to the discharge of duties for a Named Insured, individual or collective) is to include violation of civil rights, including employment. (no sub-limits).
- p. The term "claim" is to include any administrative proceeding.
- q. Define "damages" to include punitive or exemplary damages, unless prohibited by law.
- r. Department approved "moonlighting/extra duty details"; include off-duty emergency situations.
- s. The premises/operations coverage for the policy department facility must be included within the scope of the policy. This coverage must also extend to the lock-up or detention facility and injuries to arrestee/detainee(s) while in the custody of the Insured. If this element of coverage is included as part of the General Liability policy, a separate aggregate must apply to this coverage.

5. Underwriting Data

See "General Liability Underwriting Data" for information.

6. Losses

See Attachments.

PROPERTY

1. Policy Period

July 1, 2022 to July 1, 2023

2. Description of Property Covered

This Property program is to cover the interest of the insured in all real property, personal property, or equipment of the insured or of others for which the insured may be liable. This includes interest in buildings in the course of construction, alterations and repairs, and improvements and betterment's in buildings owned, leased, or occupied by the insured as well as property below ground, trees, shrubs, parks, golf courses, bridges, roadways, patios or other paved surfaces, foundations, piping, drains, flues, underground machinery/boilers, tanks, swimming pools, cost of excavation, fences, towers (water or otherwise), light poles, all property of similar nature, patio walls, reservoirs, dams, glass, and signs.

Coverage is to be extended to the interest of the insured in and the insured's legal liability for real and personal property of others in the insured's custody, actual or constructive.

The definition of property is to include "outdoor property". "Outdoor Property" is to include equipment usually found on athletic fields, such as backstops, goal posts, soccer nets, field hockey nets, lighting, scoreboard, as well as equipment usually found on playgrounds such as slides, swings, and jungle gyms.

3. Direct Damage/Real and Personal Property

a. Values: \$ 140,369,480 See Property Schedule.

b. Perils Insured

i. "Special Form" of loss or damage including theft, and water damage extension for sewers, drain backup, surface water and seepage.

ii. Earthquake and Flood - Quote separately

Limits: \$2,000,000 Earthquake \$2,000,000 Flood
 \$50,000 Deductible

c. Settlement Basis

i. Buildings: Replacement Cost, including Architect fees

ii. Personal Property: Replacement Cost

iii. Electronic Data Processing Equipment: Upgraded Value Cost

iv. Contractors' Equipment: Replacement Cost

PROPERTY

d. Coverage Requirements

- i. Blanket Building and Contents, including Property of Others in the insured's care, custody and control (including "personal effects").
- ii. Include Joint Loss Agreement to coordinate coverage with Boiler and Machinery coverage if not written with same insurer.
- iii. Waiver of subrogation permitted prior to loss
- iv. Agreed Amount endorsement (no co-insurance) on all forms
- v. Presently, the Town of East Bridgewater is purchasing this coverage with a \$1,000 combined deductible. Please provide your quotation on this basis. In addition, other options will be considered.
- vi. No protective safeguards warranty.
- vii. Permission granted for unlimited vacancy and unoccupancy.
- viii. Unnamed Location Limit \$100,000.
- ix. Debris Removal Limitation: Coverage is to be included for \$250,000 or 25% of the loss, whichever is greater.

4. Additional Coverages - Direct Damage

Please refer to the "General Policy Data" section of these coverage requirements for those endorsements required on all policies.

a. Building Ordinance or Law Coverage

Locations: See Property Schedule.

Loss to the Undamaged Portion of the Building: Included

Demolition Cost: \$1,000,000

Increased Cost of Construction: \$1,000,000

b. New Locations/Acquisitions

The program is to be arranged with full automatic coverage at full replacement cost for all real and personal property, including Inland Marine, exposures to loss or damage.

c. Electronic Data Processing Equipment, Media and Extra Expense

i. Limits: \$250,000

ii. Deductible: \$1,000

iii. Include Breakdown coverage to include mechanical failure, electrical disturbance, malfunction, or magnetic injury.

d. Audio Visual Aides

i. Limits: \$100,000

ii. Deductible: \$1,000

PROPERTY

- e. Musical Instruments and Band Uniforms
 - i. Limits: \$20,000
 - ii. Deductible: \$1,000
- f. Contractors Equipment
 - i. Property Insured: \$ 51,000 (per schedule)
 - ii. Miscellaneous Equipment & Tools: \$ 100,000
 - iii. Deductible: \$500
- g. Off Premises\$ 100,000/ In Transit \$50,000
 - i. Perils: Special Form
 - ii. Property Covered: Personal Property consisting principally of, but not limited to, all property usual and incidental to a municipality.
 - iii. Deductible: \$1,000
Other options will be considered.
 - v. Settlement Basis: Replacement Cost
- h. Valuable Papers
 - i. Limit: \$100,000
 - ii. Deductible: \$1,000
 - iii. Property Insured: Not specified.
 - iv. Valuation Clause to be amended to include labor to transcribe or copy records, even if a duplicate does not exist.
- i. Fine Arts
 - i. Limit: \$ 63,850 Scheduled \$50,000 Unscheduled (include breakage)
 - ii. Deductible: \$1,000
 - iii. Property Insured If Any.
- j. Miscellaneous Coverage
 - i. Hovertechnics Hovercraft #14E808 Valuation \$25,000
 - ii. Duratech Boat #18934 Valuation \$ 1,000
 - iii. 2021 Club Car Golf Cart Valuation \$7,800
 - iv. 2001 Polaris ATV #430158 Valuation \$6,999
 - v. Scheduled Property (list on file) Valuation \$328,564
 - iv. Deductible: \$ 1,000

Contractors Equipment Schedule

Description	VIN/Serial Number	Limit	Valuation	Deductible
1. Cat 304	400756	\$46,000	ACV	\$500
2. 2015 Cat 304	032023	\$75,000	ACV	\$500
3. Miscellaneous any one item	\$2,500	\$100,000		

PROPERTY

vi. Indirect Damage

All coverage is to be similarly arranged with Special Form, Blanket coverage with no co-insurance or monthly limitation.

- a. Extra Expense: \$ 2,000,000
 - i. Deductible: \$1,000 per occurrence, combined
 - ii. Property Insured: All locations

vii. Pollutant Clean Up and Removal

- i. Limit: \$500,000 with no aggregate; if an aggregate is required, coverage should be quoted at \$1,000,000.
- ii. Coverage: Include "off premises" pollution if the cause of the pollution emanated from an on-premises, insured peril.
- iii. Deductible: \$1,000

7. Additional Insureds, Loss Payees, and Mortgagees

Obtain schedule from the Town Administrator upon binding coverage. All Certificates to be sent out prior to inception.

8. Underwriting Data

See Attachments- Statement of Values, Listing of Contractor Equipment, computer equipment, musical instruments etc

9. Losses

See Attachments

BOILER & MACHINERY

1. Policy Period

July 1, 2022 to July 1, 2023

2. Objects Insured

Comprehensive form covering all objects at all locations, excluding production machines, and extending automatic coverage for newly acquired and additional objects and locations; broad form or occurrence accident definition.

3. Direct Damage

a. Location Insured: See Property Schedule

b. Limits of Liability

Direct Damage:	\$125,000,000
Expediting Expense:	\$ 100,000
Water Damage:	\$ 100,000
Hazardous Substance:	\$ 100,000
Ammonia Contamination:	\$ 100,000
Extra Expense	\$ 100,000

4. Settlement Basis

Repair or replacement.

5. Deductible

Presently, the Town of East Bridgewater is purchasing this coverage with a \$1,000 combined deductible. Please provide a quotation on this basis. In addition, other options will be considered.

6. Exception to Policy Form

In addition to the amendments listed in the "General Policy Data" section of these coverage requirements, please include the following coverages:

- a. Include Joint Loss agreement to coordinate coverage with Property coverage if not written by the same insurer.
- b. Any clean-up and repairs initiated by the insured prior to company inspection after loss shall not prejudice coverage.
- c. Eliminate exclusion or provide specific coverage for any increase in loss caused by or resulting from any ordinance, law or regulation relating to building repair or construction.

BOILER & MACHINERY

- d. Include coverage for costs of CFC's lost due to an equipment breakdown or, if less costly, the expense to convert or replace damaged equipment with CFC-free equipment.
- e. The definition of mechanical or electrical machine or apparatus, etc. is to be modified to include:
 - i. Fiber Optic Cable
 - ii. Robotics Equipment
- f. The lightning exclusion should be deleted.
- g. The "Suspension" provision of the policy should be modified to require that notice must be given to the Town Administrator.

7. Indirect Damage

Form: Extra Expense

Covered Locations: See Property Schedule

Limit of Liability: \$2,000,000

Deductible: \$1,000

8. Losses

See Attachments.

Public Employees Blanket Bond/Crime Coverage

1. Policy Period

July 1, 2022 to July 1, 2023

2. Coverage

	<u><i>Limit</i></u>	<u><i>Deductible</i></u>
Faithful Performance-all employees	\$250,000	\$1,000
Loss Inside Premises	\$100,000	\$1,000
Loss Outside Premises	\$ 100,000	\$1,000
Forgery or Alteration	\$250,000	\$1,000
Computer Fraud/Funds Transfer Fraud	\$250,000	\$1,000

3. Terms and Conditions

In addition to the amendments listed in the “General Policy Data” section of these coverage requirements, please include the following coverages:

- a. The exclusion relating to: Any Treasurer or Tax Collector by whatever title known, should be amended to apply solely to the TREASURER OF THE TOWN OF EAST BRIDGEWATER, and the TAX COLLECTOR OF THE TOWN OF EAST BRIDGEWATER exclusively.
- b. The Insured’s locations under the policy should be defined as: *any location owned, operated, or used by the insured.*
- c. The valuation of the Insured’s property should be on the replacement cost basis of recovery.
- d. “Faithful Performance” protection exclusive of “Employee Dishonesty” coverage should be afforded for the activities of the Town Treasurer, or the Town Tax Collector.
- e. The Named Insured should include all Employee Welfare and Pension Benefit Plans sponsored by the Town of East Bridgewater (ERISA requirements).
- f. The definition of the term employee is to include persons engaged by the Town temporarily from an independent firm or agency offering such services, and non-compensated employees and volunteers. Include students who handle property or funds associated with the Town’s school sanctioned student activities.
- g. The cancellation provisions of the policy should be modified to apply: (1) only when the Town Administrator is aware of an incident, and (2) upon the expiration of ninety (90) days subsequent to the resignation or the termination of an employee.

4. Underwriting Information

Successful bidder will be expected to complete the application for company writing the policy, for signature of the Town Administrator at the Town of East Bridgewater.

- a. CPA performs an independent audit for the Town of on an annual basis.

5. Losses

See Attachments.

Police Fire Accident

Policy Period

July 1, 2022 to July 1, 2023

Minimum Requirements:

1. Accidental Death Loss of Life Limit- Full Time Career Officers: \$200,000
 2. Accidental Death Loss of Life Limit_ Volunteer Fire& reserve: McNamara Law
 3. Accident Medical Expense Limit: \$100,000
 4. Accident Medical Expense Deductible: \$500
 5. Accident Weekly Indemnity: Up to \$500 week
 6. Waiting Period: 7 days
 7. Benefit Period: To age 65
 8. Sickness* Medical Expense Limit: \$100,000
 9. Sickness Medical Expense Deductible: \$500
 10. Sickness* Weekly Indemnity: Up to \$500 week
 11. Waiting period: 7 days
 12. Benefit period To age 65
 13. Cancer Presumption- Firefighters Only
Weekly Indemnity: \$500
- Sickness to be defined as any infectious illness not restricted to named illnesses. No sublimits for AIDS, Hepatitis and HIV.

The above Medical Expense limits contemplate the expiring coverage. Please quote higher limits including \$1,000,000. Please include an aggregate medical expense deductible to mitigate the premium impact.

Exposures:

Fire- 24 FT 2 Call/Volunteer FF

Police- 23 FT 5 PT and 9 civilian/clerical

Privacy Cyber Liability

Policy Period

July 1, 2022 to July 1, 2023

It is recognized that the Cyber Liability insurance marketplace has been disrupted by the pandemic and the explosion of ransomware claims against public entities over the past two years. The Town's IT Department has indicated multifactor authentication will be in place for July 1, 2022. A Cyber Liability insurance application is part of this RFP. The Town of East Bridgewater is requesting the following coverage:

Coverage	Limits of Insurance	Retentions/Waiting Periods
Multimedia Liability	\$1,000,000	\$10,000 each claim
Security/ Privacy Liability	\$1,000,000	\$10,000 each claim
Regulatory Defense/ Penalties	\$1,000,000	\$10,000 each claim
PCI DSS Liability	\$1,000,000	\$10,000 each claim
Breach Event Costs	\$1,000,000	\$10,000 each claim
Network Asset Protection	\$1,000,000	\$10,000 each claim
Dependent System Failure	\$ 250,000	12 hour Waiting Period
Cyber Extortion	\$ 250,000	\$10,000 each claim
Cyber Crime	\$ 250,000	\$10,000 each claim

Retroactive Date July 1, 2019