

Town of North Hempstead



REQUEST FOR PROPOSALS

PROFESSIONAL TRANSCRIPTION SERVICES

PUBLIC HEARINGS HELD BY THE TOWN BOARD OF THE TOWN OF NORTH HEMPSTEAD AND THE BOARD OF ZONING APPEALS AND TOWN HEARINGS

No. TNH125-2014

Issue Date: December 17, 2014

I. INTRODUCTION

The Town of North Hempstead (the “Town”) is seeking proposals from qualified transcription firms (the “Vendor”) to provide services at regularly scheduled meetings and special meetings of the Town Board of the Town of North Hempstead (the “Town Board”) and the Town of North Hempstead Board of Zoning Appeals (the “BZA”).

The contract will be awarded to a vendor as determined by the Town after evaluation of all submissions, including the understanding of the services required and the ability to provide quality services at cost effective fees.

II. SCOPE OF SERVICES

a. *****SPECIAL NOTES*****

1. **A Vendor may elect to submit a proposal for all or any combination of the Required Services (described below). The proposals submitted in response to this RFP will be evaluated separately for each of the Required Services described in the Scope of Services above. For example, if two Vendors submit proposals for Town Board meetings, BZA meetings and hearings, it is possible that the services will be split between the Vendors depending on the proposals.**
 2. **The Town has an interest in beginning meetings and hearings on time for the benefit of residents of the Town and Town staff. In order to evaluate proposals with consideration toward controlling incidences of lateness, each Vendor must provide the number of real-time transcribers and reporters it intends to use that are based within twenty-five (25) miles of the boundaries of the Town of North Hempstead.**
- b. The Town will require transcription services for various Town meetings and proceedings (the “Required Services”):
1. **Meetings of the Town Board.** The Town will require a real-time transcriber for all meetings of the Town Board. Such meetings are regularly held once or twice per month, with approximately sixteen (16) regular meetings per year and approximately four (4) special meetings per year. The transcriber shall be available to perform services at all regularly scheduled and special meetings of the Town Board. **Regular meetings of the Town Board are held in the evening, typically at 7:30 PM, with certain special meetings held during the day.**
 2. **Meetings of the Board of Zoning Appeals.** The Town will require a real-time transcriber for all meetings of the BZA. Such meetings are regularly held twice per month with approximately twenty-four (24) regular meetings per year. The transcriber shall be available to perform services at all regularly scheduled and

special meetings of the BZA. **Meetings of the BZA are held during the day, though in extraordinarily rare circumstances, a BZA meeting may be held in the evening. Though rare, the successful proposer should be prepared for that possibility.**

3. **Hearings.** The Town requires a court reporter to attend and transcribe all hearings scheduled by the Town.

c. Specific requirements for above Required Services:

1. **Meetings of the Town Board and the BZA.** Following each meeting, the Vendor shall provide to the Town with an electronic copy of the full transcript in both Microsoft Office Word AND WordPerfect compatible format. **Each proposer must specify the electronic format they propose to provide to the Town (See Attachment A attached to this RFP).** The electronic copy shall be delivered to the Town within 10 working days. The transcript shall be produced substantially in the following format. Any deviation from these requirements shall be submitted to the Town for approval:
 - i. Font shall be Times New Roman 12 point
 - ii. Side margins shall be limited to a combined maximum of 3 and 1/8"
 - The larger side margin shall be in the side which, should the transcript be printed, would be bound inside the cover to avoid obscuration of the text by the cover
 - iii. There shall a minimum of 48 lines per page, exclusive of headers and footers.
 - A one line break between speakers shall count toward the total number of lines
 - The transcript **may not** be double spaced.
 - iv. The total page count for the purpose of billing shall be limited to the following:
 - Cover page identifying the name of the Board, date and location of hearing, and those in attendance
 - Report of hearing
 - certification of stenographer
 - v. The page count shall not include the following unless specifically requested in writing:
 - Word search with page listing
 - vi. Completed transcripts must be returned to the Town within 10 days of the date of the hearing, or at such other time as may be agreed to by the Town. Expenses of delivering transcripts shall be borne by the Vendor.
2. **Hearings.** Transcripts produced from a hearings shall comply with the following standards:

- i. Font shall be Times New Roman 12 point or similar font approved by the Town
 - ii. Side margins shall be limited to a combined maximum of 3 and 1/8”
 - The larger side margin shall be in the side which, should the transcript be printed, would be bound inside the cover to avoid obscuration of the text by the cover
 - iii. There shall a minimum of 48 lines per page, exclusive of headers and footers. The transcript **must** be double spaced.
 - iv. The total page count for the purpose of billing shall be limited to the following:
 - Cover page including caption, date and location of hearing, and those in attendance
 - Report of hearing
 - certification of stenographer
 - v. The page count shall not include the following unless specifically requested in writing:
 - Word search with page listing
 - vi. Completed transcripts must be returned to the Town within 10 days of the date of the hearing, or at such other time as may be agreed to by the Town. Expenses of delivering transcripts shall be borne by the Vendor.
- d. All transcripts prepared for Town Board and BZA hearings may be subject to the Freedom of Information Law. As such, such transcripts shall become property of the Town upon their delivery to the Town.

III. PROCEDURES

A. SUBMISSION PERIOD

Respondents must submit their Proposals on or before 4:00 p.m. on January 14, 2014 (the “Submission Deadline”). The Town’s governing body, the Town Board, expects to select the Awardee from among the Proposers in January of 2015.

B. PREPARATION OF PROPOSAL

Each Proposal must be prepared concisely, avoiding the use of elaborate promotional materials. For ease of review, the Proposal must follow the outline in Section IV of this RFP, entitled **Written Proposal Submission Elements**. Each response must be clearly numbered and the full question listed and answered.

C. NUMBER OF COPIES OF PROPOSAL

Five (5) bound copies of the Proposal should be submitted to the recipient specified below.

D. INQUIRIES AND SUBMISSION OF PROPOSALS

Questions about the RFP and submission of Proposals shall be directed to:

Maria Gomes, Procurement Supervisor
Town of North Hempstead
Department of Administrative Services
220 Plandome Road
Manhasset, New York 11030
contracts@northhempsteadny.gov

All Proposals must be received at the above address before the Submission Deadline, either by hand delivery, courier or by certified mail in a sealed envelope, to the above office. The Town is under no obligation to return Proposals. It is requested that any and all contact with the authorized contact person be made by e-mail. No contact with any other Town personnel other than the authorized contact person is allowed until such time as an award has, or awards have, been made. The Town retains the absolute right to reject any proposal that fails to comply with this provision. Questions about the RFP, and the submission and content of the Proposal, must be directed to the authorized contact person.

Selected Proposer(s) may be contacted by the Town's authorized contact person with questions aimed at clarifying their submission.

E. ORAL PRESENTATIONS

Selected Proposer(s) may be required to provide oral presentations. Those Proposers selected to provide them will be notified to arrange for specific dates and times.

F. LONGEVITY OF PROPOSALS

A proposal may not be withdrawn following submission except at the request of the Town, or with the Town's written consent. A proposal may be withdrawn at any time prior to the Submission Deadline. Each Vendor's proposal shall be valid for a period of at least one hundred eighty (180) days from the Submission Deadline. Each proposal must affirm as such in the cover letter submitted with the proposal.

G. METHOD OF SELECTION OF AWARDEE

Town representatives will evaluate each Proposal with emphasis on the following factors:

- Demonstrated relevant satisfactory experience in performing services similar in scope to those requested in this RFP and ability to perform the services requested in this RFP (Forty (40) Points)
- Fee proposal (Thirty (30) Points)
- References and reputation (Twenty (20) Points)
- Quality of the Proposal – adherence to Section IV (Ten (10) Points)

H. RIGHT OF REJECTION BY THE TOWN

Notwithstanding any other provisions of this RFP, the Town reserves the absolute right to select the Proposer that best meets the requirements of the RFP, and not necessarily to the proposer submitting the lowest fee proposal. Further, the Town reserves the absolute right, for any or no reason and in its sole and absolute discretion, to (1) amend, in whole or part, this RFP, (2) withdraw or cancel this RFP, or (3) accept or reject any or all Proposals prior to execution of the contract for the Project for any or no reason and with no penalty to the Town.

I. NOTICE OF AWARD

The Town shall inform the Awardee that they have been selected by means of a Notice of Award issued pursuant to a resolution adopted by the Town Board. Neither the selection of a Proposer as the Awardee nor the issuance of a Notice of Award shall constitute a binding commitment on behalf of the Town to enter into any contract with the Awardee, as any binding arrangement must be set forth in definitive documentation signed by both the Awardee and the Town.

J. CONTRACTING WITH AWARDEE

- The Town shall enter into contract negotiations with the Awardee. Contract negotiations will include the scope of services for the provision of Transcription Services. Fees shall be based upon the rates provided by Awardee in their Proposal. The contract may contain provisions not identified or described herein.
- The contract term shall be for a period of two years from the date of award, with an option to be exercised by the Town in the Town's sole and absolute discretion, to extend the term for two (2) additional one (1) year periods. Said renewals are understood to be under the same terms as the original contract

- No alteration or modification of the terms of the Contract shall be valid or binding against the Town unless authorized by the Town. No such alteration or modification shall be made unilaterally by incorporating such terms onto claim forms, purchase orders or other documents forwarded by the Awardee.
- **INSURANCE**
The Proposer agrees to procure and maintain
 - (a) Workers Compensation Insurance as required by the Laws of the State of New York, or proof that Proposer is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2);
 - (b) Disability benefits insurance or proof that the Proposer is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law 220 (8);
 - (c) Commercial General Liability Insurance (with completed operations, plus X.C.U. when applicable) with a minimum combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000); and
 - (d) Automobile Liability Insurance in the amount specified on the Town of North Hempstead Insurance Certificate.

Said policies identified in subparagraphs (c) and (d) shall contain assurance of the existence of contractual coverage defending, indemnifying, and holding harmless the Town, and its employees, agents, and representatives from any and all loss and/or damage arising out of the performance of this Contract, and shall name the Town and its employees, agents and representatives as additional insureds thereunder.

Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Proposer (and its employees, agents, and except, however, that the Proposer shall not be held liable for an occurrence that results solely from the negligence of the Town).

The above insurance is to be with New York State admitted insurance carriers holding an "A" rating from AM Best Company or its equivalent. The Proposers is required to give the Town thirty (30) days advance written notice of termination, expiration or cancellation of any insurance coverage required hereunder.

- **INDEMNIFICATION**
 - (a) To the fullest extent permitted by law, the Proposer:
 - (i) shall be solely responsible for and shall indemnify and hold harmless the: Town and its officers, employees, agents and servants (the

“Indemnified Parties”) from and against any and all liabilities, all claims, suits, actions, damages and costs, expenses of every name and description (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the Proposer or any of its officers, directors, employees, servants, agents or independent Proposers taken pursuant to or authorized by the performance of this Contract (“Proposer Agents”) or from any defective condition of the materials furnished it or supplied or contemplated to be furnished or supplied under this Contract regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that the Proposer shall not be held liable when an occurrence results solely from the negligence of the Town;

- (ii) shall, upon the Town’s demand and at the Town’s direction, promptly and diligently defend, at the Proposer’s sole own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Proposer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith; and
 - (iii) shall, and shall cause the Proposer Agents to, cooperate with the Town in connection with the investigation, defense or prosecution of any action, suit or proceeding arising out of or in connection with this Contract.
- (b) The obligations of the Proposer pursuant to Section (a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Contract.
- (c) Nothing in this Section or elsewhere in the contract shall create or give to third parties any claim or right of action against the Town beyond that which legally exist regardless of the provisions of this Contract.
- (d) These indemnification provisions shall survive the expiration of any contract entered into between the Town and the Awardee

IV. WRITTEN PROPOSAL SUBMISSION ELEMENTS

Satisfactory Proposals shall be comprised of the following:

1. Cover Letter
2. Attachment A - Rate Schedule
3. Attachment B - Qualification Statement, along with any additional information requested therein
4. Statement of contractor experience and qualifications, including professional information of any individual who would be assigned to perform services for the Town

5. Three references
6. Sample transcript pages

VII. ADDITIONAL CONDITIONS AND INFORMATION

- 1) All materials submitted in response to this RFP will become the property of the Town.
- 2) The Town reserves the right to conduct discussions with, and to request additional information from, one or more respondents. No Proposer shall have any rights against the Town as a result of such discussions.
- 3) The Town reserves the right to negotiate separately with any source whatsoever.
- 4) The Town reserves the right to waive any irregularity in any Proposal received or any other aspect of this procurement.
- 5) Proposers are advised that with respect to this RFP, no contact with Town personnel in any way related to this solicitation is permitted, except as shall be authorized by the employee designated herein as the Town's contact person as identified in Section III (D) hereof.
- 6) Each Proposal will be prepared solely at the cost and expense of the Proposer with the express understanding that there will be no claim whatsoever for reimbursement from the Town.
- 7) Submission of a Proposal shall constitute an offer on the part of the successful Proposer to become the Awardee, and to enter into an agreement with the Town to provide transcription services.
- 8) News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the Town.
- 9) The Town and its respective officials and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Town does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Webpage on which this RFP is posted, or in connection with any other electronic medium utilized by Proposers or potential Proposers in connection with or otherwise related to the RFP.

- 10) Proposals submitted to the Town may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the State Public Officers Law (“FOIL”). A Proposer submitting a Proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such Proposer’s competitive position. This characterization shall not be determinative, but will be considered by the Town when evaluating the applicability of any exemptions in response to a FOIL request.

Request for Proposals – Professional Transcription Services

**Attachment A
Rate Schedule**

Please indicate the services for which you are submitting a proposal:

_____ Town Board meetings _____ BZA Meetings _____ Hearings

Please provide a schedule of proposed rates for the following items. If there is no fee applicable for an item, indicate '\$0.' Do not leave any spaces blank.

Appearance fee: _____

After hours fee: _____ after _____ p.m.

Cancellation fee: _____ with less than _____ days / hours notice.
(circle one)

Minimum service fee: _____

Per page rate: Electronic Means (standard) _____
(Town Board and Electronic Means with printed transcript (alternate) _____
(BZA only)

Per page rate: Printed Transcript only _____
(Hearings)

Indicate format of electronic means: _____

Please indicate any additional fees or conditions not listed above on a separate sheet.

How much advance notice of an unscheduled meeting would be required? _____

Company Name: _____

Company Address: _____

Applicant Name: _____

Telephone and Fax Number: _____

E-mail Address: _____

Number of Real-time
Reporters and Transcribers
Based within 25 miles of the
Town of North Hempstead _____

Signature of applicant: _____

ATTACHMENT B

PROPOSER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

The Proposer's Qualifications Statement consists of the following documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Proposal Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*);
and
5. Acknowledgement of Receipt of Addenda Form.

Please complete **ALL FIVE** forms and submit with the Bid/Proposal.

**THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS
TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR FORMS
INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE
SIGNATURE OF A NOTARY PUBLIC.**

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she has read and understands all terms and conditions pursuant to this RFP.
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this RFP.
4. That he/she agrees to accept payment in accordance with the requirements of the RFP; and
5. That he/she agrees that the proposed submitted to the Town shall be irrevocable and that he/she will, if his/her proposal is accepted, enter into a retainer agreement with the Town of North Hempstead pursuant to the terms and conditions set forth in the RFP.
6. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Bidder

Title of Person Signing

Sworn to and subscribed on
this ___ day of _____, 20___

(Notary Public)

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all Statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations**: Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of state, Federal or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice**: Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits**: Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct**: Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Conflicts of Interest**: disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):

(a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

6. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Proposer's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.
- (b) a letter of credit reference from a recognized bank or financial institution; or
- (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20_____.

(Signature, if Individual)

By: _____ (Seal, if corporation)
(Signature)

Print Name: _____
(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

My commission expires:

(Notary Public)

NONCOLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (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; and
- (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.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By:

Proposer's Signature

Date

Print Name

Title

Legal Name of Individual or Business Name of Company/Partnership/Corporation

Proposer's Federal Tax Identification # (Do Not Use SS#)

Address

Email Address

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
- (c) **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.
- (d) **Professional Liability Insurance**

This form and all supporting documentation must be submitted with this Proposal even if said information is on-file with the Town in connection with another bid, project or contract.

(Name and Address of Bidder)

Name of RFP: _____ RFP Number: _____

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the Town of North Hempstead has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier: _____ Policy Number(s): _____

(2) Worker's Compensation:

Insurance Carrier: _____ Policy Number(s): _____

(3) Disability Benefits Insurance:

Insurance Carrier: _____ Policy Number(s): _____

(4) Professional Liability Insurance:

Insurance Carrier: _____ Policy Number(s): _____

(5) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

(6) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

Town of North Hempstead, Office of the Town Attorney, 220 Plandome Road, P.O.B. 3000, Manhasset, New York 11030

Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

Dated _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding. Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

<input type="checkbox"/> <u>NO ADDENDUM</u> WAS RECEIVED IN CONNECTION WITH THIS PROPOSAL. ACKNOWLEDGEMENT:
--

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS. IF NO ADDENDA ARE RECEIVED, CHECK THE “NO ADDENDUM” BOX ABOVE AND SIGN THE ACKNOWLEDGMENT. THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT AND PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM