

**TOWN OF PAWLING
PUBLIC NOTICE TO BIDDERS**

**Request for Proposal
PROPERTY AND LIABILITY BROKERAGE SERVICES**

NOTICE IS HEREBY GIVEN, that sealed proposals for property and liability insurance brokerage services, effective June 2020 for the following lines: Property; General Liability; Crime; Business Automobile; Public Officials Liability; Police Professional Liability; Inland Marine; and Umbrella/Excess Liability will be received by the Town of Pawling, at the Office of the Town Clerk, Town of Pawling, 160 Charles Colman Boulevard until 12:00 p.m. on May 15, 2020, and then at said place be publicly opened and read aloud.

Copies of information for those submitting proposals (hereinafter, "bidders"), including information for bidders, specifications, non-collusive bidding certification, and other documents included as part of this request for proposals (RFP) may be obtained at the Office of the Town Clerk, Town Hall, This information will also be posted on the Town of Pawling website at <http://www.pawling.org>

Proposals must be submitted in a sealed envelope, with all required proposal documents, at the above address and must bear on the face thereof, the name and address of the Applicant and the inscription: "Response to Pawling RFP for Property and Liability Insurance Brokerage Services".

The Town Board reserves the right to reject any or all proposals and to waive any formality or technicality in any request for proposal in the interest of the Town.

STATEMENT OF NON-COLLUSION:

Bidders on the Contracts are required to execute a non-collusion bidding certificate pursuant to Section 103(d) of the General Municipal Law of the State of New York.

STATEMENT OF EQUALITY

The Town of Pawling hereby notifies all persons submitting proposals that it will affirmatively insure that in regard to any Contract entered into pursuant to this advertisement, qualified bidders will be afforded full opportunity to submit request for proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, sex, age, disability or marital status in consideration for an award.

Dated: Pawling, New York
April 14, 2020

BY ORDER OF THE TOWN BOARD

Catherine Giordano
Town Clerk

TOWN OF PAWLING
COUNTY OF DUTCHESS

INSTRUCTIONS TO BIDDERS

REQUIREMENTS OF REQUEST FOR PROPOSAL AND DELIVERY

ALL PROPOSALS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.

1.0 Receipt and opening of request for proposals.

The Town of Pawling invites proposals from qualified firms for property and liability insurance, effective as of June 2020, as more fully described in the "General Conditions". Proposals will be received at the office of the Town Clerk until the time stated in the Advertisement for Request for Proposals, and then at said place will be publicly opened and read aloud. Proposals received after the specific time will not be considered. A Proposal may be withdrawn prior to the specified time for public opening. No Proposal may be withdrawn after the time set for public opening. If the proposal is sent by mail, the Vendor shall be responsible for actual delivery of the proposal to the proper office before the deadline. Any proposal received after the deadline by any delivery method will not be opened. All electronically transmitted proposals will be disqualified.

2.0 Complete Proposals Required.

Vendors are required to provide all of the information requested in this RFP as well as any additional information or alternates requested. It is the Bidders responsibility to address all requested information thoroughly and to articulate clearly the benefits of the proposed service in meeting the needs of the Town of Pawling and the evaluation criteria established in this document. While the Town of Pawling may solicit additional information during the evaluation of the RFPs, the Town of Pawling will not be responsible for any omissions on the part of the Bidder. Vendors are cautioned to read the requirements carefully and follow the response format of this Request for Proposal as any deviation from the format and requirements listed, may be cause for rejection. No proposal will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

3.0 Number of Copies.

Bidders are requested to submit two (2) paper copies of their proposals and one digital copy. Digital copies must be submitted on either a CD/DVD or a USB flash drive. All digital proposals must be submitted in wpd., doc. or PDF format.

4.0 Preparation of Proposal.

4.1. Sealed envelope. Each bid shall be prepared on the forms contained herein, and the required number of copies submitted in one or more sealed opaque envelope(s). The envelope shall have the following information on the outside:

(4.1.1) Proposal for "PROPERTY AND LIABILITY INSURANCE BROKERAGE SERVICES" with attachments.

- (4.1.2) The name and address of the person/firm submitting the Proposal.
- 4.2. Proposals which are forwarded by mail must be enclosed in a separate envelope addressed as follows:
Proposal for: PROPERTY AND LIABILITY INSURANCE
Town of Pawling
Attn: Town Clerk
160 Charles Colman Blvd
Pawling, New York 12564
- 4.3. Form of proposal. All blank spaces on the Fee Schedule and Hourly Billing Rates form must be filled in. All prices provided on the Form, and accompanying sheets must be specified in both words and figures. Proposals must be signed in ink by the bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditioned or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal. Narratives or additional information provided by the bidder shall be in a legible font size, which typically shall be a 12 point font.
- 4.4 Non-collusion certification. Each Proposal must be accompanied by a non-collusion certification as required by General Municipal Law Section 103(d). The certification shall be signed by the bidder. A copy of non-collusion certification is annexed hereto.
- 4.5. The Proposal shall include the following information:
- Sealed envelope properly labeled
 - Written Proposal including all information requested under Item 5, below
 - Fee Schedule and Hourly Billing Rates
 - Non-collusion certification
 - Bidder Information Form
 - Municipal References
 - Disclosure of Interests Form

5.0 Proposal Content.

On a separate sheet provide a description of your firm, the firm's capabilities and experience, including the following information.

- 5.1. Name, Address, and Telephone number of the Agent (include local office address if different).
- 5.2. Name of Contact Person, Address, Telephone number and Email address.
- 5.3. Narrative about the history of the firm.
- 5.4. Date of inception.
- 5.5. Detailed resume of persons proposed to work directly with the Town of Pawling, copies of broker's licenses.
- 5.6. Narrative about the resources of the Agent.
- 5.7. A description of Clerical and Support Staff.
- 5.8. Technology Support - Computers, Printers and other equipment.
- 5.9. Any potential conflicts of interest in representing the Town.

- 5.10. Experience with the areas described under "General Conditions" and "Specifications" contained herein; including, without limitation, claims administration services, procedures to stay informed on the Town's safety and loss prevention. Risk control services, loss exposure and assisting the Town in identifying potential exposures to accidental loss;
- 5.11. List the Carriers that your firm has done the greatest volume of business with; and
- 5.12. Identify all municipal entities that you currently represent.
- 5.14. Identify all municipal entities that you have represented in the past seven years.
- 5.15. Other information that the proposer may wish to provide.

6.0 Reference Evaluation.

A listing of three current or recent references of similar work must be furnished along with the proposal. Include the name, telephone number, and address of a contact person who may be contacted for verification of all data submitted. The following criteria (6.1 through 6.8) shall be considered either satisfactory or unsatisfactory and will be used as relevant inquiries of each reference.

- 6.1. Overall performance: Would you hire this firm again? Did they show the skills required to complete the required tasks? Were the right professionals assigned to the case?
- 6.2. Completeness: Were the professionals responsive to client needs? Did they anticipate problems? Were the problems solved quickly and effectively?
- 6.3. Working Relationship: Were the professionals readily available, knowledgeable, thorough and result-oriented?

7.0 Conflicts of Interest.

As part of your submission, list any potential conflicts your firm might have due to work being done for outside parties or Town officials. This should include but not be limited to private developers working in the Town of Pawling or other work being done by your firm with others doing business in the Town.

8.0 Form of Proposal

The Proposal submitted should include the quote prices including all labor, materials and equipment costs.

9.0 Addenda and Interpretation.

No interpretation of the meaning of the specifications or other RFP documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the Town Clerk of the Town of Pawling, 160 Charles Colman Blvd, Pawling, New York, or by email to cgiordano@pawling.org, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be sent by facsimile and e-mail to all prospective bidders (at respective address furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of the proposals. Failure of any bidder to

receive any such addendum or interpretation shall not relieve such bidder from any obligation under his proposal submitted. Any addenda so issued shall become part of the contract document.

10.0 Deviations from specifications.

Differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

11.0 Duration of Proposal

Prices and Proposal shall remain firm and effective for at least sixty (60) days from the date of the opening of Proposals.

12.0 Proposal Price.

The prices quoted are to include the complete cost of providing the specified item including taxes, and all other incidental charges. It is expressly called to bidders' attention that Proposals are to be complete in all respects and that no extras of any kind be allowed. Prices shall be quoted as written in numbers and words. Where discrepancies occur, the words will govern.

13.0 Taxes.

The Proposal price shall not include any excise or sales taxes from which the municipalities are exempt.

14.0 Municipality's reservation rights.

It is the Town of Pawling's intention that the Proposal will be awarded based on a combination of qualifications and Proposal price. The municipality reserves the right to select the Proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the municipality or to reject any and all Proposals and to re-advertise for Proposals. The municipality specifically reserves the right to waive any informalities of the Proposals tendered.

15.0 Liability of Errors.

While the Town of Pawling has used considerable efforts to ensure an accurate representation of information in this RFP, all Bidders are urged to conduct their own investigations into the material facts and the Town of Pawling shall not be held liable or accountable for any error or omission in any part of this RFP.

16.0 Selection of Proposal.

The Town of Pawling reserves the right to select a proposal other than the proposal with the lowest cost, reject any and all proposals, to waive defects in the submission whether substantial or otherwise, request modifications to proposal, to award a contract in part or in full, or not at all.

17.0 Financial Stability.

The successful Bidder must demonstrate financial stability. The Town of Pawling reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

18.0 Qualifications of bidders.

The municipality may make such investigations as it deems necessary to determine the ability of the bidder to supply the items, and the bidder shall furnish the municipality all such information and data for this purpose as the municipality may request. The municipality reserves the right to reject any Proposal if the evidence submitted by or investigation of such bidder fails to satisfy the municipality that such bidder is properly qualified to supply the items. Conditional Proposals will not be accepted.

19.0 Shortlist.

Unless there is a single successful Bidder based on the responses, the evaluation procedure will be to develop a shortlist based on the stated evaluation criteria. The shortlist of Bidders may be asked to participate in an interview/prepare a presentation and/or provide additional information prior to the final selection.

20.0 Reimbursement of RFP Costs.

Costs associated with the preparation of a proposal, including but not limited to any transportation costs to any subsequent interviews shall be the sole responsibility of the bidder.

NOTE: Additional requirements may be found in the "General Conditions" and "Specifications" annexed hereto.

TOWN OF PAWLING
COUNTY OF DUTCHESS

GENERAL CONDITIONS

The Town of Pawling is seeking a qualified agency to provide property and general liability insurance to the Town including: Property; General Liability; Crime; Business Automobile; Public Officials Liability; Police Professional Liability; Inland Marine; and Umbrella/Excess Liability

The following General Conditions apply to all bidders, all Proposals submitted in response to this RFP, and all subsequent contracts.

1.0 Qualifications of Bidder.

- 1.1. The Successful Bidder must be appropriately licensed to perform brokerage services in the State of New York. Responding Bidder's must have a minimum of five (5) years of experience writing business for and servicing at least one New York State municipality.
- 1.2. In the performance of the services requested, the insurance agent shall be an independent contractor. The Successful Bidder shall perform the services on behalf of the Town, however, the Successful Bidder shall agree that neither it, nor its employees, agents, contractors, and/or subcontractors will hold themselves out as, nor claim to be, officers or employees of the Town of Pawling or of any of its departments, agencies, or units thereof.
- 1.3. At a minimum, the selected broker/agent must be able to provide the following services:
 - Provide market access to key municipal carriers;
 - Evaluate the Town's current insurance program design. Identify and evaluate alternative approaches and recommend program improvements (structure, limits, scope of coverage, retention limits, risk management and control alternatives, risk financing alternatives, etc.) for the Town's consideration and approval;
 - Develop a competitive insurance program and implement the program upon award. Implementation of the program will include timely and accurate delivery of certificates, ID cards, binders, invoices and policies;
 - Develop a service strategy to be followed by the carrier, the broker and the client for the policy period. Implement this strategy and monitor it so that services are provided as agreed upon by all parties involved;
 - Review policies and change endorsements for accuracy and resolve any discrepancies that may be identified between the proposed coverage and the produced policy;
 - Provide coverage summaries, schedules and changes as necessary;
 - Review billings, audits for accuracy and make certain all changes such as taxes, assessments, fees, etc. are identified as necessary;
 - Provide the Town with information and forecasts of changes that may arise in the insurance marketplace;
 - Coordinate the renewal process with the existing insurance carriers. Analyze the renewal proposal, negotiate terms and conditions and make recommendations.

2.0 Limitations on Work during Tenure.

- 2.1. Successful Bidder shall not employ independent consultants, associates, or subcontractors to represent or provide services to the Town of Pawling or any instrumentality thereof, without the express consent of the Town.

3.0 Contract.

- 3.1 Acceptance of Proposal. The Town of Pawling may at its option notify a Bidder in writing that its proposal has been accepted and such acceptance shall at the Town of Pawling's option constitute the making of a formal contract for the services set out in the RFP. Unless otherwise agreed for a specific task and based on time and material in accordance with the submitted hourly fee schedule, compensation for services rendered will be monthly.
- 3.2 Duration. It is intended that his Contract will be for two (2) years
- 3.3 Contractual Relationship. No contractual relationship that results from this request for this proposal shall impose any liability or duty on the Town of Paling for the acts, omissions, liabilities or obligations of the consulting Attorney, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the consulting Attorney, or for the payment of taxes or benefits of any nature including, but not limited to, health insurance, sales tax, unemployment insurance, worker's compensation, disability benefits and social security.
- 3.4 Use of Other Insurance Brokerage Services. Any contractual relationship that results from this request for Proposals shall in no way limit whatsoever the Town's rights and abilities to use other Insurance Agencies for any reason.
- 3.5 Payment. Not more frequently than monthly the successful bidder shall submit an invoice for payment of services. The invoice shall also include a detailed description of all services rendered by the firm for the preceding month, the task for which reimbursement is sought, the dates on which the work was performed, and the time spent for which reimbursement is sought. The firm shall at all times maintain a detailed log of time, task, activities and expenses for which payment is sought. The invoice shall be accompanied by a Town of Pawling voucher form, completed in all respects by the firm seeking payment. No invoice shall be submitted, and no compensation shall be paid for work that was completed three months prior to the date that the invoice was received by the Town of Pawling.
- 3.6 Negotiation Delay. If any contract cannot be negotiated within sixty (60) days of notification to the designated Bidder, the Town of Pawling may terminate negotiations with that Vendor and negotiate a contract agreement with another Vendor of its choice.
- 3.7 Subcontracting. The successful Bidder shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Town of Pawling.

4.0 Insurance.

4.1 It is a requirement of the Town of Pawling that the Bidder shall procure and maintain at his own expense, and without expense to the Town of Pawling, the insurance specified in this RFP, and shall maintain said insurance for all work performed pursuant to any contract which results from acceptance of a proposal submitted pursuant to this RFP. The Contractor shall file with the Town of Pawling, within fourteen (14) days of the issuance by the Town of a notice of award, proof of insurance, as described herein, in a form acceptable to the Town. The insurance certificate evidencing the required insurance coverages shall include a provision that such insurances shall not be cancelled without 30 days prior written notice to the Town, and shall list the Town as additionally insured.

4.2 The consulting firm, its agents, employees, contractors and subcontractors shall comply with all applicable State, federal and local laws, rules and regulations, including, but not limited to;

- 5.2.1. Worker's compensation insurance;
- 5.2.2. Comprehensive general insurance; and
- 5.2.3. Automobile liability insurance (including contractual liability coverage);
- 5.2.4. Professional liability insurance;
- 5.2.5. Minimum wage requirements;
- 5.2.6. Unemployment insurance requirements of the Labor Law;
- 5.2.7. Federal and state employment taxes.

5.0 Miscellaneous Provisions.

5.1 Compliance with Laws. This RFP and any contract entered into between the Bidder and the Town of Pawling shall be governed by and in accordance with the laws of the State of New York and the United States of America. The Vendor shall comply with all the laws applicable to the work or the performance of work in this RFP. Conviction of any violation of Federal, State or Local Law shall be reasonable cause for the Town of Pawling to terminate any contract.

5.2 Labor Law. Prevailing Wages. The successful Bidder, at its sole cost and expense, shall comply with all provisions of the New York State Labor Law, especially as it pertains to the payment of prevailing wage's including, without limitation, Articles 8, 8-A and 9 thereof, the lien of law, the worker's compensation law and all other laws or ordinances affecting this Contract.

5.3 Employees. Each employee of the successful Bidder shall be a citizen of the United States or an alien who has been lawfully admitted to the United States for permanent residence, as evidenced by an alien registration receipt card. The Bidder will supervise and train its staff to perform their duties and to conduct themselves in an orderly and professional manner at all times.

5.4 The firm shall provide its own electronic equipment, library, clerical, professional and support staff necessary to provide the services described herein.

5.5 Record Keeping. The selected firm shall maintain complete records and files on any matter in which they have rendered services to the Town. All such records compiled by the firm pursuant to any contract in furtherance of this RFP shall revert to the Town of Pawling upon termination of the contract.

SPECIFICATIONS

TERMS APPLICABLE TO ALL POLICIES

1. Named Insured

The Town of Pawling, including all present, past, or future appointed or elected officials, boards, board members, commissions, commission members, officers, employees, volunteers and organizations, both individually and collectively, while acting or alleged to be acting within the scope of their duties on behalf of the Town of Pawling.

2. Additional Insureds

A Blanket Additional Interest endorsement should be included within the policies. This endorsement should stipulate that any entity or organization (corporate or otherwise) for which Pawling has agreed to provide coverage is included as an Additional Insured.

3. Clarification of the Term "Insured"

Wherever the term "Insured" is used in a provision of a policy requiring notice by the Insured to the company, or notice by the company to the Insured, the term should be defined as Town of Pawling.

4. Knowledge of Occurrence:

Policies must contain a provision providing that knowledge of occurrence by any agent, servant, or employee of the Insured shall not constitute knowledge by the Insured.

5. Unintentional Errors and Omissions

Policies must contain a provision providing that failure of the Insured to disclose all hazard at the inception of this policy, or to comply with any provision 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 the Pawling Town Board.

PROPERTY

1. Blanket limit all locations. Real and personal property, values insured: \$13,477,093; Contractors Equipment, values insured \$1,873,554; Miscellaneous Property Coverage, values insured \$ 154,191; Tees, Greens, and Cut Fairways, value insured \$100,000; plus other property specifically scheduled.

See attached schedules of Locations and Values, and Equipment.

2. Coverage Requirements:
 - i. Property Covered: All real and personal property, EDP equipment, vehicles and mobile or contractors equipment stored at named locations or located away from such locations, improvements and betterments either owned by the Insured, in the Insured's care, custody or control, or for which the Insured is legally liable or is obligated to insure. Coverage must include, without limitation, 3 dams, floating inflatable recreation equipment, and a number of vacant buildings.
 - ii. Valuation: Replacement Cost, with Agreed Value clause (no coinsurance). Margin clauses, by that or any other name, are not acceptable.
 - iii. Deductible: Pawling currently carries a \$5,000 deductible for property claims and a \$1,000 deductible for inland marine claims (except where noted on the equipment schedule)

LAW ENFORCEMENT AND PROFESSIONAL LIABILITY

1. Limits of Liability

Per Claim	\$1,000,000
Aggregate	\$1,000,000

Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/excess policy.

2. Operations

Coverage is to apply to all operations of the Town of Pawling, including all premises and operations, products and completed operations and independent contractors. Blanket coverage to be provided for contractual liability assumed under all written and oral agreements. Automatic coverage is to be afforded for newly acquired locations or operations.

3. Deductible/Retention

Current Deductible for Public Officials Liability is \$10,000 per claim. Current Deductible for Police Professional Liability is \$5,000 each claim.

Alternative proposals will be considered if they are shown to be beneficial to the Town. In your proposal, define whether you use a deductible or self-insured retention, and responsibility and procedure for handling claims within the deductible or retention.

AUTO LIABILITY

1. Covered Autos

<i>Coverage</i>	<i>Symbol</i>
Liability	1
Uninsured/Underinsured Motorists	2
Medical Payments	7

2. Limits of Liability:

Liability	\$1,000,000
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Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/excess policy.

3. Deductible/SIR

The current deductible of the Town is \$1,000 for collision.

Alternative proposals will be considered if they are shown to be beneficial to the Town. In your proposal, define whether you use a deductible or self-insured retention, and responsibility and procedure for handling claims within the deductible or retention.

4. Underwriting information

Vehicle List: See attached

LAW ENFORCEMENT AND PROFESSIONAL LIABILITY

1. Limits of Liability

Inside the Premises- Robbery/Safe Burg	\$25,000
Inside the Premises- Theft of Money and Securities	\$25,000
Outside the Premises	\$25,000

Alternate limits may be proposed as long as they satisfy the underlying insurance requirements in the Umbrella/excess policy.

2. Deductible/Retention

Current Deductible is \$500.

Alternative proposals will be considered if they are shown to be beneficial to the Town. In your proposal, define whether you use a deductible or self-insured retention, and responsibility and procedure for handling claims within the deductible or retention.

**QUOTE FOR PROPERTY AND GENERAL LIABILITY
INSURANCE
PROPOSAL FORM**

TO: TOWN OF PAWLING, NEW YORK

THE UNDERSIGNED HAVING A PRINCIPAL PLACE OF BUSINESS AT:

AND BEING RESPONSIBLE AND EXPERIENCED FOR THE PERFORMANCE OF SAME, AGREES TO FURNISH PROFESSIONAL SERVICES TO PROVIDE INSURANCE BROKERAGE SERVICES IN ACCORDANCE WITH THE "SPECIFICATIONS" CONTAINED IN THE REQUEST FOR PROPOSAL DOCUMENTS, THE PROPOSAL SUBMITTED BY MY FIRM, AND THE SCHEDULE OF FEES ATTACHED HERETO.

1. BID PROPOSAL – YEARLY

	Coverage	Bid Amount (In Numbers)	Bid Amount (In Words)
Property			
General Liability			
Crime			
Police Professional Liab.			
Business Automobile			
Public Officials Liability			
Inland Marine			
Umbrella/Excess Liability			

INDICATE ANY AND ALL VARIANCES WITH THE SPECIFICATIONS (ATTACH AN ADDITIONAL PAGE IF REQUIRED)

- 1.
- 2.

UPON ACCEPTANCE OF THIS PROPOSAL, BIDDER AGREES TO COMPLY IN ALL RESPECTS WITH THE SPECIFICATIONS AS INDICATED.

DATED: _____

LEGAL NAME OF PERSON/FIRM/CORP.: _____

BY: _____

STREET _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

GENERAL MUNICIPAL LAW: Section 103(d)
NON-COLLUSIVE BIDDING CERTIFICATE

1. By submission of his bid, each bidder and each person signing on behalf of any bidder, 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 their knowledge and belief:
 - a. The prices in this bid 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 bidder, with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder: _____

By: _____

Address: _____

Accepted: _____

Date: _____

PROPERTY AND LIABILITY INSURANCE

TOWN OF PAWLING
COUNTY OF DUTCHESS

BIDDER INFORMATION FORM

Legal Company Name:

Address:

Federal Employers ID No.

Telephone Number:

Fax Number:

If the Bidder is a Corporation, List the following:

Names of Officers:

Legal Residence:

If the Bidder is a firm or Partnership, List the following:

Names of Members of Partners:

Legal Residence:

If the Bidder is an Individual, List the following:

Name:

Legal Residence:

TOWN OF PAWLING
COUNTY OF
DUTCHESS

REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE TOWN OF PAWLING

Name of Bidder:

Address: _____

Telephone: _____ Fax: _____

The Reporting Entity is: (Please check one):

___ Individual _____ Corporation _____ Partnership

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with the Town of Pawling also an officer or employee of the Town of Pawling, or the spouse, or the child or dependent of a Town officer or employee? Yes _____ No _____

If yes, please provide details:

B.) Related Owners:

1) If you are the owner of the Company, are you or your spouse, an officer or employee of the Town? Yes _____ No _____

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used.

Interest means a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the Town or otherwise. For the purpose of responding to these questions, a Town officer or employee shall be deemed to have an "interest" in the contract of:

- a. His/her spouse, children and dependents, except a contract of employment with the Town;
- b. A firm, partnership or association of which such officer or employee is a member or employee;
- c. A corporation of which such officer or employee is an officer, director or employee; and

d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2) Do any officers or employees of the Town have an interest in the Contractor or in any subcontractor that will be used for this contract? Yes No

If yes, please provide details:

I am the _____ (title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

Signature

Print Name and Title

STATE OF NEW YORK)

SS.

COUNTY OF _____)

Sworn to me before this ____

day of _____ 2020

- 2.3.1 The Town of Pawling is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the Town of Pawling (including its agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- 2.3.2 The Clause "other insurance provisions" in a policy in which the Town of Pawling is named as an additional insured, shall not apply to the Town of Pawling.
- 2.3.3 The insurance companies issuing the policy or policies shall have no recourse against the Town of Pawling (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
- 2.4 Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the successful bidder.
- 2.5. These provisions are applicable to both the insurance coverages required to be maintained by Successful Bidder, and the insurance coverages required to be maintained by any consultant/contractor/subcontractor engaged or retained by the Successful Bidder. In each case, the reference to "Successful Bidder" shall mean the party to whom the Proposal was awarded and is required to maintain insurance coverage, and the reference to "Contract" shall mean either the Professional Services Contract or other Agreement of the contract pursuant to which the consultant, Successful Bidder or subcontractor is providing materials or services (in the case of a consultant, contractor or subcontractor) specified in the Proposal documents, or as may be amended by mutual agreement. As used herein, any reference to the "TOWN" shall mean the Town of Pawling, with its offices located at 160 Charles Colman Blvd., Pawling, New York.
- 2.5.1. Worker's Compensation Insurance. Before performing any work on the Contract, the Successful Bidder shall procure Worker's Compensation Insurance in accord with the laws of the State of New York on behalf of all employees who are to provide labor or service under the contract. One certificate of such insurance or authority for self-insurance shall be furnished to the TOWN.
- 2.5.2. Employer's Liability Insurance. Before performing any work on the Contract, Successful Bidder shall procure Employer's Liability Insurance affording compensation for all employees providing labor or services for whom worker's compensation coverage is not a statutory requirement. Certificates confirming renewals of insurance shall be presented not less than thirty (30) days prior to the expiration date of coverage until all operations under the subject contract are deemed completed. One certificate of such insurance or authority for self-insurance shall be furnished to the TOWN.
- 2.5.3. Commercial General Liability. Before commencing work on the Contract, the Successful Bidder shall procure a commercial general liability insurance policy issued by a New York admitted carrier through a New York Licensed resident broker in the Successful Bidder's name and naming the TOWN as an additional insured (using ISO endorsement CG 20 10) and endorsed to cover liability assumed by the Successful Bidder under the indemnity provisions of the Contract. This insurance policy must be maintained during the life of the contract and shall protect the TOWN, the Successful Bidder and his/her subcontractors performing work on the Contract from Claims for property damage and/or bodily injury which may arise from operations under the contract, whether such operations are performed by him/herself or anyone directly or indirectly employed by him/herself. One certificate of such insurance, together with copies of all endorsements as pertain to the requirements of the subject contract, shall be furnished to the TOWN of Pawling at the address shown above. The policy shall contain no exclusions or

endorsements which are not acceptable to the TOWN and shall be of a form and by an insurance company acceptable to the TOWN.

2.5.3.1. Commercial General Liability - Endorsements and Exclusions. The following endorsements are required to be made on the policy:

- (i) Notice: shall be addressed to the Town of Pawling, 160 Charles Colman Blvd., Pawling, New York.
- (ii) Notice of Cancellation of Policy: The Policy shall not be canceled, terminated, modified or changed by the Company unless thirty (30) days' prior written notice is sent to Town of Pawling.

2.5.4. Automobile Liability. The Successful Bidder will provide the TOWN with evidence of insurance covering all owned, non-owned and hired vehicles to be used in connection with the contract. If on a "schedule autos" basis, Successful Bidder shall present the schedule of insured autos, including the vehicles to be used for operations under the Contracts.

2.5.5. Professional Liability Insurance. The Consultant shall, at its sole expense, acquire, continuously maintain during the period in which the Consultant is performing services, and provide the Town with acceptable proof of professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence, covering acts, errors, or omissions of a professional nature committed or alleged to be committed by the Consultant or any of its subcontractors as a part of its performance of professional Legal services.

2.5.6 Insurance Agreement:

2.5.6.1 The Successful Bidder is required to obtain and to maintain insurance outlined herein.

2.5.6.2 The insurance required for the Contract must be on forms acceptable to the TOWN and offered by insurers acceptable to the TOWN. The insurance for all New York Contractors must be issued by New York authorized carriers except as approved by the Town Attorney for the Town of Pawling and in any event must comply with all requirements of New York State laws and regulations and meet the standards of the forms set forth in Section 3.0 above. Insurance for non-New York Contractors must be through insurers and sureties admitted and authorized in the state of headquarters of the Contractor, have an A.M. best rating of A or better and meet the standards for forms set forth in the above. Additionally, all requirements as to forms set forth in New York State law and regulations apply without regard to jurisdiction as standards of coverage.

2.5.6.3 Where circumstances warrant, the TOWN may, at its discretion subject to acceptance by the Town Attorney, accept letters of credit or custodial accounts in lieu of specific insurance requirements. The letter of credit must be on form prescribed by Town Attorney for the Town of Pawling and payable at an office of a bank approved by the TOWN.

2.5.6.4 The Successful Bidder agrees that all insurance contributing to satisfaction of the insurance requirements set out in this Exhibit shall not be modified, terminated, or canceled by the Successful Bidder without prior written approval of the TOWN.

2.5.6.6 The Successful Bidder shall be solely responsible for payment of all deductibles and premiums for insurance contributing to satisfaction of the requirements of this Exhibit and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the TOWN is an insured under the policy.

- 2.5.6.7 Claims made policies will be accepted only for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies contributing to satisfaction of the requirements of the Exhibit shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Successful Bidder agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
- 2.5.6.8 The Successful Bidder shall promptly notify the TOWN within 24 hours of any accidents arising in the course of operations under the contract causing bodily injury or property damage and shall cooperate fully with the TOWN in providing all such records and information as may be requested by the Attorney representing the Town of Pawling in anticipation of claims against the TOWN which may arise from the accident. A complete report of the accident shall be made within five (5) business days on such form as may be provided by the Attorney representing the Town of Pawling.
- 2.5.6.9 The Successful Bidder or his Attorney may apply to the TOWN for approval of higher deductible based on financial capacity and quality of the carrier affording coverage.

2.5.7. Forms of Insurance Certificates. Insurance certificates shall conform to the following:

- 2.5.7.1. Certificates must be issued by the insurance company using the "ACCORD" forms issued by its brokers, except for Worker's Compensation coverage where the Successful Bidders must provide Form C-105.2 issued by an insurance carrier or Form U-26.3 issued by the New York State Insurance Fund.
- 2.5.7.2. Certificates must unconditionally grant to the TOWN thirty (30) calendar days' notice of cancellation or non-renewal. "Endeavor" or other qualifying language is not acceptable.
- 2.5.7.3. All additional insureds required by this Insurance Specification shall be listed as such.
- 2.5.7.4. The authorized representative of the insurance company executing the certificate(s) must indicate his/her title.
- 2.5.7.5. Original executed certificates must be delivered to TOWN.