



TOWN OF NORTH HEMPSTEAD

REQUEST FOR PROPOSALS

FOR

LABOR AND EMPLOYMENT MATTERS

**TOWN OF NORTH HEMPSTEAD
OFFICE OF THE TOWN ATTORNEY**

**220 Plandome Road
P.O. Box 3000
Manhasset, NY 11030-2327
(516) 869-6311**

Supervisor
Jennifer DeSena

Town Board
**Robert J. Troiano
Peter J. Zuckerman
Dennis J. Walsh
Veronica Lurvey
David A. Adhami
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Town Attorney
John Chiara

**Issue Date: December 12, 2022
Proposals Due: January 12, 2023**

RFP No. TNH296-2022

TOWN OF NORTH HEMPSTEAD

REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

The Town of North Hempstead (the "Town") is seeking proposals from qualified law firms, located and authorized to do business in the State of New York, to act as employment counsel for various matters. Law firms may be selected from among responding firms based on a thorough analysis of each firm's ability to provide the Town with the highest quality legal services at cost-effective fees. The Town reserves the right to award on call-contracts to multiple vendors.

The selected proposer(s) will be required to work closely with Office of the Town Attorney.

The following conditions apply to this RFP:

1. There is no express or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request, and the Town will not reimburse such expenses.
2. Any inquiries concerning this RFP must be in writing or by email and should be addressed to Georgina Carr at contracts@northhempsteadny.gov. All inquiries must bear the RFP number assigned to this RFP. This shall be the sole point of contact for this RFP. Written responses to all inquiries will be posted to the Town's website as an addendum to the RFP. It shall be the responsibility of the Proposer(s) to inquire as to any addenda issued.
3. To be considered, one (1) original, two (2) copies, and (1) thumb drive containing the same proposal must be delivered in a sealed envelope and received by the Procurement Division at 220 Plandome Road, Manhasset, New York 11030 by 11:00 a.m. January 12, 2023. The Town reserves the right to reject any or all proposals submitted.
4. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements. At the discretion of the Town, some or all of the firms submitting proposals may be requested to make oral presentations as part of the evaluation process. If conducted, oral presentations will be scheduled with each proposer being considered.
5. The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
6. Submission of a proposal indicates acceptance by the firm of the conditions

contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.

7. The selection of a firm will be set forth in a resolution of the Town Board. The selection of a vendor by the Town Board shall not constitute a binding commitment on behalf of the Town to enter into any contract with the selected vendor, as any binding arrangement must be set forth in definitive documentation signed by both the vendor and the Town (the “agreement”). The agreement shall be executed by vendor and delivered to the Town with necessary insurance certification for approval by the Town Board.
8. It is anticipated the selection of a firm will be completed by February 2, 2023. Following notification of the selected firm an agreement will be executed between both parties.
9. The Town reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited, to the due date for receipt of proposals.
10. The Town reserves the right to accept more than one proposal or reject all proposals.

B. Subcontracting

The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. No subcontracting shall be permitted without the express permission of the Town.

II. SCOPE OF SERVICES

- A. Background.** The Town seeks to retain labor and employment counsel to represent the Town in various matters on an as needed basis. This procurement will result in one or more on-call contracts for labor and employment representation.
- B. Services.** The Town requires the services of a law firm or firms to represent or assist the Town, provide advice and render opinions on labor and employment matters. Specifically, the Town requires a law firm to or firms to represent or assist it in relation to the following topics:
 1. Negotiation of the Town’s collective bargaining agreement. The Town is comprised of members of CSEA Unit 7555. The current collective bargaining agreement expires on December 31, 2022, and the Town has entered into

negotiations with the union in an effort to agree upon the terms of a new contract and anticipates that it will require counsel to represent the Town.

2. Employee discipline matters. Selected firms will be asked to provide support to the Town in the form of advice, legal opinions, investigations and representation in connection with various employee discipline matters.
3. Representation of the Town in arbitrations pursuant to the applicable collective bargaining agreement.
4. Representation of the Town in matters before the Public Employment Relations Board.
5. Representation of the Town in cases of allegations of discrimination before the Department of Human Rights or the EEOC.
6. Other labor and employment advice, representations or investigations as may be required by the Town.

This RFP does not constitute any guarantee that selected firms will be assigned any matters by the Town. Once the firm(s) is selected by the Town Board, the firm(s) will be required to execute Retainer Agreements with the Town for on-call. Retainer agreements shall contain the terms and conditions stated in Attachment C.

The Town reserves the right to qualify more than one firm to perform the services requested under this RFP. Each proposer should identify in their proposals those practice areas in which such firm has experience and is proposing to provide services for the Town.

Please note that this procurement is separate and apart from TNH189-2021 – Legal Services Panel. Firms that seek an on-call contract for labor and employment matters must respond to this RFP in order to be considered.

The Town reserves the right to interview any or all proposers in connection with selecting firms to perform services to the Town.

The Town will not consider proposals that include rates above \$250.00 per hour.

The Town reserves the right to interview any or all proposers in connection with selecting firms to perform services to the Town.

C. Additional Requirements

The following requirements will be made a part of any agreement entered into between the Town and the selected firm(s):

1. The Town reserves the absolute right to terminate the services at any time.
2. The Firm may be required to provide regular periodic status reports to the Town which may include an initial report and quarterly status reports thereafter. The Firm shall prepare such other reports as shall be requested by the Town. The Firm shall provide copies of said reports to the

Town's insurance carriers, or their designated representatives, if the Town so requests. In addition, the Firm may be required to prepare a report to the Town's auditors, within the time frame they set forth, when requested to do so.

3. The firm shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Town Comptroller, including a contemporaneous record of work indicating in brief summary, a description of the work performed. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Town Comptroller, the Town's auditors or a duly designated Town representative.

4. The firm will promptly provide a response to any requests from the Town's Records Access/FOIL Officer.

5. The firm shall, to the fullest extent provided by law, defend and indemnify and save harmless the Town from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the firm. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the firm's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing shall create or give third parties any claim or right of action against the firm or the Town beyond those provided by law.

6. The firm shall procure and maintain during the term of any agreement resulting from this RFP, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:

- (a) Commercial general liability insurance covering the liability of the firm, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Town of North Hempstead and all appointed and elected officials, employees and volunteers shall be named as additional insured on said policy on a primary and non-contributory basis with waiver of subrogation in favor of the additional insured, as evidenced by the certificate of insurance and endorsement pages;
- (b) Workers' compensation insurance or proof of its not being 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); and
- (c) Disability benefits insurance or proof of its not being 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); and
- (d) A policy of attorney professional liability insurance having a general aggregate limit of liability of at least \$2,000,000.00.

7. The Firm shall be authorized to do business in New York and all attorneys working in conjunction with the Town's matters shall be duly admitted to practice before the Courts of the State of New York and be members in good standing of the New York bar.
8. All attorneys working in conjunction with the Town's matters must individually possess experience in legal matters listed above for municipalities in New York and supervisory attorneys must possess at least ten (10) years' experience in such matters.
9. Firms must possess, in its own name, all of the necessary licenses, certifications, permits, approvals, and authorizations necessary to perform the services being sought.
10. Please provide three (3) references, including name, address, email and telephone numbers, whereby the contractor has provided the same or similar services as those requested herein. Please include at least one municipal reference.

D. Representation and Other Requirements. The following requirements will be made a part of any agreement entered into between the Town and the selected firm(s):

1. The firm shall be compensated for all reasonable expenses and disbursements actually incurred, such as motion filing fees, court reporting services, appellate printing, without application of a multiplier. Certain out-of-pocket disbursements such as travel expenses, use of investigators, appraisers or other experts and trial preparation services must be approved by the Town Attorney in advance. The Town will not reimburse the cost of electronic legal research performed on Westlaw, Lexis, or any other electronic database. The Town will not reimburse expenses it is exempt from paying including, but not limited to, index number fees, the Secretary of State's service of process fee and sales taxes. All out-of-pocket expenses shall be substantiated with proper paid receipts and/or other documentation submitted together with the invoices upon which the expenses appear.
2. The Town will not reimburse expenses unless receipts or other appropriate documentation is provided for same.
3. If the firm believes that an expert should be retained, the firm must secure prior written approval from the Town Attorney. A resume or *curriculum vitae* for the proposed expert shall be submitted at the time of the request for prior approval. The firm shall specifically agree that the proposed expert firm, its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.
4. The Town reserves the absolute right to terminate the services at any time.
5. The firm must provide regular periodic status reports to the Town Attorney which shall include an initial report and quarterly status reports thereafter. The firm shall prepare such other reports as shall be requested by the Town Attorney. The firm shall provide copies of said reports to the Town's insurance carriers, or their designated representatives, if the Town

Attorney so requests. In addition, the firm shall prepare a report to the Town's auditors, within the time frame they set forth, when requested to do so. The firm shall immediately notify the Town Attorney of any motions, court decisions, settlement discussions, notices of appeal or other noteworthy developments.

6. Within a reasonable time prior to submission in court, the firm shall provide the Town Attorney with drafts of all documents prepared and to be submitted in court. No documents of any kind or nature shall be submitted in Court by the firm unless such documents are approved by the Town Attorney in advance. The firm shall also provide the Town Attorney with any documents whatsoever served by the opposing parties. The firm shall promptly provide copies of any other documents requested by the Town Attorney.
7. The firm shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Town Comptroller, including a contemporaneous record of work indicating in brief summary, a description of the work performed. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Town Comptroller, the Town's auditors or a duly designated Town representative.
8. The firm will promptly provide a response to any requests from the Town's Records Access/FOIL Officer.
9. In the event that a dispute arises between the parties relating to fees, Part 137 of the Rules of the Chief Administrator of the Courts will apply.
10. The firm shall, to the fullest extent provided by law, defend and indemnify and save harmless the Town from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the firm. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the firm's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing shall create or give third parties any claim or right of action against the firm or the Town beyond those provided by law.

III. FEE STRUCTURE

Each proposal shall include Appendix A: Price Proposal and include the proposer's fees for the proposed to be rendered to the Town. The Town is not establishing any specific fee structure for the required services. Proposals may include an hourly fee for services performed, fixed fees for certain services or any combination thereof.

Please note that the maximum hourly rate that the Town will pay for legal services is \$250.00 per hour. Proposers are free to propose lesser hourly rates.

IV. TIME REQUIREMENTS

A. Proposed Calendar

The following is a list of key dates up to and including the date proposals must be submitted:

RFP issued	December 12, 2022
Last Date for Questions	December 21, 2022
Due Date for proposal submissions	January 12, 2023

B. Notification and Contract Dates

Selected firm notified	On or about	February 2, 2023
Contract date	On or before	February 28, 2023

- C. The Town reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited to, the due date for receipt of proposals.
- D. The Town anticipates entering into a five (5) year agreement with the option to renew for two additional two (2) year terms on the same terms and conditions including price at the sole discretion of the Town.

V. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Written inquiries concerning the RFP and its subject must be made to Georgina Carr, at contracts@northhempsteadny.gov. Written responses to all inquiries will be posted to the Town's website as an addendum to the RFP. It shall be the responsibility of the Proposer(s) to inquire as to any addenda issued. As a courtesy, direct responses to all inquiries will be distributed to each potential proposer that has requested such responses. Proposers should not be contacting any other Town Employees about this RFP.

2. Submission of Proposals

The following material is required to be received by the Due Date for a proposing firm to be considered.

a. The Proposal shall include:

i. Title Page

Title page showing the RFP subject; the firm's name; name, address and telephone number of the contact person; and the proposal date.

ii. A brief history and description of the firm submitting the

proposal.

iii. Technical Proposal

A signed letter of transmittal stating the proposer's understanding of the services to be performed, a statement why the firm believes it to be best qualified to perform the engagement, the firm's past history in providing such services for municipalities, biographical information of those personnel that would provide services to the Town under an agreement, a summary of notable accomplishments and a statement that the proposal is a firm and irrevocable offer. Each proposer must identify the firm's experience in the practice areas for which such firm is submitting a proposal and explain how such experience would benefit the Town and/or would serve the proposer well in providing services for the Town. Each proposer should identify specific matters handled for other clients and their outcomes in order to illustrate how such proposer's services would benefit the Town

iv. Completed price proposal attached as Attachment A

v. Fully completed Proposer's Qualification Statement attached as Attachment B, including the Statement of Understanding, Disclosure Statement, Non-Collusive Proposal Certification, Insurance Certification, Acknowledgement of Receipt of Addenda, Debarment and Suspension Certification, Byrd Anti-Lobbying Amendment Certification, Iran Divestment Act, Procurement Lobbying Certification and Local Business Certification. The contract will be executed by the Town and the selected candidate only after an evaluation of each proposal and a selection of a firm.

vi. Statement that the proposer agrees to the standard terms and conditions for Town agreements shown in Attachment C, or a description of requested changes.

- b. The completed proposal should be sent to the following address in a sealed envelope marked "**Request for Proposals TNH296-2022-Labor and Employment Counsel**":

Georgina Carr
Procurement Coordinator
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

B. Guidance on Completing a Proposal Submission

The purpose of a proposal submission is to demonstrate the qualifications, competence and capacity of the firms seeking to provide services to the Town. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The Technical Proposal should address all points outlined in the RFP. The Technical Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the RFP requirements.

All compliant Proposals will be reviewed by a committee that will consider candidates based exclusively on the Proposals submitted and any subsequent interviews with candidates and/or additional information submitted by candidates at the request of the evaluation committee.

VI. SELECTION OF FIRM

A. The Town will approve a firm based on an evaluation of the proposals by an evaluation committee. The Town reserves the right to enter into negotiations with the proposer offering the next-best value should the Town be unable to negotiate and execute a contract with the awardee. Proposals will be evaluated based on the following criteria and point system:

1. Compliance with RFP Requirements	10 Points
2. Proposer Experience in the services to be provided	30 Points
3. Past performance	15 Points
4. Experience of Proposer Personnel	15 Points
5. Fees	30 Points
6. SDVOB/MWBE	+5 Points
7. Local Business Certification (Nassau County Business)	+5 Points
8. *Presentations (if held)	10 Points

The Town may also consider any other factors it deems necessary in evaluating each proposal. The Town reserves the right to request additional information, including oral presentations, interviews and/or Best and Final offers from any or all of the proposers. Upon conclusion of the evaluation process, the evaluation committee will then select a proposer to be recommended to the Town Board for review and award.

B. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected. The Town reserves the right without prejudice to reject any or all proposals.

C. Non-Guarantee of Service

The selection of a Contractor will not guarantee that any services will be requested of that candidate.

D. Term

It is anticipated that any contract awarded pursuant to this agreement will be for a term of five (5) years with two (2) additional two (2) year extensions.

ATTACHMENT A
PRICE PROPOSAL

Each proposal shall include Appendix A: Price Proposal and include the proposer's fees for the required services including implementations costs, if any. The proposal shall include a description of services offered and pricing for each service. The Town is not establishing any specific fee or cost structure for the required services. The proposer include pricing hourly or as a flat rate. Where a defined project is requested, the proposer shall include a not to exceed number for the project.

The undersigned further stipulates that the information in this attachment and the proposer's fee proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Proposer

Title of Person Signing

ATTACHMENT B

BIDDER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

The Bidder'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*);
5. Acknowledgement of Receipt of Addenda Form;
6. Debarment and Suspension Certification;
7. Byrd Anti-Lobbying Amendment Certification;
8. Iran Divestment Act;
9. Procurement Lobbying Certification; and
10. Local Business Certification.
11. Certification of No Boycott of Israel

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

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FORMS .

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 Bid/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 contract 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

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. If there is nothing to disclose, please respond N/A:

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: Bidder'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: _____

NON-COLLUSIVE 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 proposal 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 that the foregoing statement is true.

By: _____ Proposer's Signature	_____
_____	_____
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

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/Excess 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.

This form and all supporting documentation must be submitted with this Bid/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 Bid: _____ Bid
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 (Commercial General Liability): _____

Policy Number(s): _____

(2) Worker's Compensation:

Insurance Carrier: _____ Policy
Number(s): _____

(3) The above insurance is effective with New York State admitted insurance companies, and is A- or higher rated or its equivalent .

(4) 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 proposal, all requirements in the following Addenda to this RFP:

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

NO ADDENDUM 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 ACKNOWLEDGEMENT.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder/Offeror certifies to the best of his or her knowledge and belief, that:

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal, state or local department or agency from participation in this or any similar transaction.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The Offeror/Bidder certifies, by submitting this offer or bid, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

This form must be signed

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Town receive information that a person is in violation of the above-referenced certification, Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Town shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Town reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____ Date: _____

**PROCUREMENT LOBBYING CERTIFICATION WITH RESPECT TO
STATE FINANCE LAW SECTION §§ 139-j AND 139-k**

1. Has a Governmental Entity, as defined in State Finance Law §139-j(1)(a), made a determination of non-responsibility with respect to the Contractor within the previous four years where such finding was due to a violation of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No ___
Yes ___

If yes, provide the following details:
Governmental Entity which made the finding:
Date of finding:
Basis of finding:

2. Has a Governmental Entity terminated or withheld a procurement contract with the Contractor because of violations of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No ___
Yes ___

If yes, identify the following:
Governmental Entity which terminated the contract:
Date of contract termination or withholding:
Identify the related procurement contract:

Contractor AFFIRMS that he/she understands and agrees to comply with the New York State procedures relative to permissible contacts as required by State Finance Law §§ 139-j and 139-k.

Contractor CERTIFIES that all information provided by Contractor with respect to its compliance with State Finance Law §§139-j and 139-k is complete, true and accurate.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

Address: _____

Date: _____

LOCAL BUSINESS PREFERENCE CERTIFICATION FORM

ALL INFORMATION MUST BE PROVIDED

A 5% Preference for Local Businesses (hereinafter, "Preference") may be available for this procurement. To qualify, an Offeror **MUST** complete and submit this Preference Certification Form **WITH ITS OFFER, BID OR PROPOSAL**.

If a Proposal is received without this Preference Certification Form and any required documentation attached, completed, signed and certified, or if this Preference Certification Form is received without the required information, the preference shall not be applied.

LOCAL BUSINESS PREFERENCE

To qualify for the local business preference, the business must:

1. be physically located within the geographical boundaries of the County of Nassau (the "County"); and
2. such presence must have existed for at least a year, established by ownership or lease of premises that includes an operational office for conducting business or selling and/or manufacturing supplies, materials or equipment; and
3. the business must employ a minimum of two (2) full time employees in the County.

In the case of a two-party joint venture both entities must meet the pertinent test for a Local Business set forth above. In the case of joint venture with more than two parties at least a majority of the entities must meet the pertinent test for a Local Business set forth above.

CERTIFICATION

The Preference Certification Form must include a physical location - **NOT** a post office box or other postal address.

PREFERENCE CERTIFICATION FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR. This Preference Certification Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, or by an individual authorized to sign for the Offeror. Subcontractors of the Offeror shall not be used to qualify a Proposal for a preference and should not complete or submit the Form.

The total percentage of all preferences awarded shall not exceed ten percent (10%).

ADDITIONAL DOCUMENTATION. If requested, a business shall provide, within three (3) working days of receipt of the request, documentation to substantiate the information provided on the Preference Certification Form. The Director of Procurement shall determine the sufficiency of such documentation.

NO PREFERENCES SHALL BE APPLIED IF THE PROCUREMENT IS SUBJECT TO GENERAL MUNICIPAL LAW 103, IF FEDERAL FUNDS ARE USED OR IF OTHERWISE INAPPLICABLE TO THIS PROCUREMENT.

TOWN OF NORTH HEMPSTEAD
LOCAL BUSINESS CERTIFICATION

I certify my company meets the following qualifications to be eligible for the local business preference:

- 1. the business is physically located within the geographical boundaries of the County of Nassau (the “County”); and
- 2. the business has been physically located in the County for at least a year, established by ownership or lease of premises that includes an operational office for conducting business or selling and/or manufacturing supplies, materials or equipment,
- 3. the business employs a minimum of two (2) full time employees in the County.

Name of Contractor: _____

Address _____

Nassau County Address, if different: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

TOWN OF NORTH HEMPSTEAD
CERTIFICATION OF NO BOYCOTT OF ISRAEL

Pursuant to Town of North Hempstead Code §24-65, the Town shall not enter into a contract with an individual or company identified by the New York State Office of General Services or the Office of the New York State Comptroller as engaging in boycott of Israel.

By signing below, the Contractor agrees and certifies that they are not an individual or company identified by the New York State Office of General Services or the Office of the New York State Comptroller as engaging in boycott of Israel. If any time after signing this certification the Contractor is identified by the New York State Office of General Services or the Office of the New York State Comptroller as engaging in boycott of Israel, the Contractor must notify the Town in writing.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

Address: _____

Date: _____

ATTACHMENT C
SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT made as of the date this Agreement is executed on behalf of the Town, is entered into by and between the **TOWN OF NORTH HEMPSTEAD** (the “Town”), a municipal corporation with its principal place of business at 220 Plandome Road, Manhasset, New York 11030 and (**COUNSEL**) (“Counsel”), a law firm with its principal place of business at (ADDRESS) (the Town and Counsel are hereinafter referred to, jointly, as the “Parties”).

WITNESSETH:

NOW THEREFORE, pursuant to the terms, provisions, covenants and conditions more fully set forth below, the Parties agree as follows:

1. Counsel hereby agrees to provide _____ (the “Services”).
2. This Agreement shall commence as of _____ and terminate upon completion of the Services or termination by the Town, whichever shall first occur (the “Term”).
3. In consideration of Counsel’s Services, the Town shall pay Counsel an amount no to exceed _____. Such payments shall be made upon submission by Counsel of Town claim forms to the Town Comptroller approved by the Town Attorney setting forth the payment to be made. The Town Attorney will provide forms to Counsel. The Town shall not be liable to Counsel under any circumstances for any charges for late payments. The Town shall not pay or reimburse Counsel for any telephone, postage, telex, computer, paralegal, secretarial, word-processing, e-mail, overnight delivery or other fees or expenses not specified herein.
4. Invoices for services performed by Counsel during any calendar year must be submitted to the Town Attorney no later than the 15th day of January of the following calendar year.
5. Counsel shall also be compensated for all reasonable expenses and disbursements actually incurred without application of a multiplier, including, but not limited to out-of-pocket disbursements for travel, messengers, investigators, trial preparation services, other professional services and other legitimate expenses, upon prior written approval by the Town Attorney. The Town will not reimburse the cost of electronic legal research performed on Westlaw, Lexis, or any other electronic database. The Town will not reimburse expenses it is exempt from paying. All out-of-pocket expenses shall be substantiated with proper paid receipts and/or other documentation submitted together with the invoices upon which the expenses appear. The Town will not reimburse expenses unless receipts or other appropriate documentation is provided for same.

6. No compensation shall be made for services rendered or for expenses incurred in the absence of prior written consent from the Town Attorney.

7. If Counsel believes that an expert should be retained, Counsel must secure prior written approval from the Town ATTORNEY. A resume or curriculum vitae for the proposed expert shall be submitted at the time of the request for prior approval. Expert witness fees shall be paid as expenses consistent with Section 5 above.

8. The Town reserves the absolute right to terminate this Agreement at any time by service of a written notice sent by certified mail to Counsel at the address set forth above. The Town shall be responsible for payment of any portion of the Services completed prior to termination and upon proof satisfactory to the Town Attorney.

9. Counsel shall provide regular periodic status reports to the Town Attorney, on a schedule requested or approved by the Town Attorney. Counsel shall provide copies of said reports to the Town's insurance carriers, or their designated representatives, if the Town Attorney so requests. In addition, Counsel shall prepare a report to the Town's auditors, within the time frame they set forth, when requested to do so. Counsel shall immediately notify the Town Attorney of any motions, court decisions, settlement discussions, notices of appeal or other noteworthy developments.

10. Within a reasonable time prior to submission to the court, Counsel shall provide the Town Attorney with drafts of all pleadings, bills of particulars, briefs, memoranda of law, motion papers and any other documents prepared and to be submitted in court. No documents of any kind or nature shall be submitted in court by Counsel unless such documents are approved by the Town Attorney in advance. Counsel shall also provide Town Attorney with any documents whatsoever served by the opposing parties. Counsel shall promptly provide copies of any other documents requested by the Town Attorney.

11. Counsel shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Town Comptroller, including a contemporaneous record of work indicating in brief summary, a description of the work performed. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Town Comptroller, the Town's auditors or a duly designated Town representative.

12. Certain documents within Counsel's possession may be subject to release under the Freedom of Information Law ("FOIL"). Counsel will promptly provide a response to any requests from the Town's Records Access/FOIL Officer. In the event a FOIL request is sent to Counsel, Counsel shall immediately notify the Town's Records Access/FOIL Officer.

13. In the event that a dispute arises between the parties relating to fees, Part 137 of the Rules of the Chief Administrator of the Courts will apply.

14. Counsel agrees that they are, and at all times shall be deemed to be, an independent contractor of the Town and Counsel shall not, at any time or for any purpose, be deemed an employee of the Town. No agent, servant or employee of Counsel shall, at any time or under any circumstances, be deemed to be an employee of the Town.

15. Counsel shall be responsible for all its subcontractors, agents, or employees in connection with their services under this Agreement, and specifically agrees that Counsel, and its subcontractor, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

16. It is expressly understood that Counsel shall, to the fullest extent provided by law, defend and indemnify and save harmless the Town from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services under this Agreement. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of service within the meaning of this provision shall include, in addition to negligence founded upon tort, negligence based upon the Counsel's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this provision or in this Agreement shall create or give third parties any claim or right of action against the Counsel or the Town beyond those provided by law.

17. Counsel agrees to procure and maintain during the term of this Agreement, with a carrier holding an "A-" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:

(a) a policy of attorney professional liability insurance having a general aggregate limit of liability of at least \$2,000,000.00.

(b) Commercial general liability insurance covering the liability of Counsel, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of TWO MILLION (\$2,000,000.00) DOLLARS and each occurrence of ONE MILLION (\$1,000,000.00) DOLLARS. The Town of North Hempstead and all appointed and elected officials, employees and volunteers shall be named as additional insured on said policy on a primary and non-contributory basis with waiver of subrogation in favor of the additional insured;

(c) Workers' compensation insurance or proof of its not being 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); and

(d) Disability benefits insurance or proof of its not being 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).

The Town shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above at (a) through (c).

18. This Agreement may not be assigned, transferred or in any way disposed of by Counsel without first having obtained written approval thereof from the Town.

19. This Agreement may only be amended or modified by written agreement duly executed by the Parties.

20. It is understood that the Agreement represents the entire Agreement of the Parties, and all previous understandings are merged herein.

21. Counsel warrants that they are not in arrears to the Town upon debt or contract, and it is not a defaulter as surety, contractor or otherwise upon any obligation to the Town.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

TOWN OF NORTH HEMPSTEAD

(Counsel)

By: _____
Jennifer DeSena, Supervisor

By: _____

APPROVED AS TO FORM:

Town Attorney

Comptroller or Deputy Comptroller