HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT

Ralph Marino, Jr., Ed.D.
Superintendent of Schools

REQUEST FOR PROPOSAL

RFP #: INSURANCE BROKER - 1 **TITLE:** **Insurance Broker Services**

DATE OF OPENING: March 14, 2025 **TIME: 11:00 am**

To All Providers:

Please submit a sealed proposal for Insurance Broker Services for the Hewlett-Woodmere Union Free School District. The District will receive sealed proposals on, or prior to March 14, 2025, at 11:00 am. Proposals received after the stated date will be returned to the sender, unopened. Proposals must be submitted in a sealed envelope plainly marked on the outside:

RFP #: INSURANCE BROKER - 1 **TITLE:** **Insurance Broker Services**

Proposals shall be irrevocable for a minimum period of forty-five (45) days from the date of proposal opening. Alterations to said proposals must be submitted in writing prior to the date of opening. Consideration shall be given only to those alterations which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Purchasing Agent or his/her designee shall make such determination.

The Hewlett-Woodmere Union Free School District Board of Education reserves the right to amend this RFP and intends to award a contract on the basis of best interest and advantage to the School District. The District reserves the right to reject any or all proposals that it considers not to be in the best interest of the School District, to negotiate with all qualified proposers, and to cancel this RFP in part or in its entirety, if it is in the best interest of the District to do so.

Please read the attached material carefully before submitting your proposal. Incomplete proposals may not be considered.

Thank you very much for your cooperation.

Purchasing Agent

Provider Name: _____

REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

The Hewlett-Woodmere Union Free School District (the "District") is requesting proposals from qualified firms to provide general liability, excess liability, property, cyber, District leaders E&O, automobile, and employment practices insurance brokerage services for the District. Policies may be procured from traditional insurance markets, captives, or risk pools, whichever is most cost-effective for the District. A firm may be selected from among responding firms based on a thorough analysis of each firm's ability to provide the District with the highest quality services at the most cost-effective fees.

The following conditions apply to this RFP:

- There is no express or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request, and the District will not reimburse such expenses.

- Any inquiries concerning this RFP must be in writing or by email and should be addressed to James Igoe, at jigoe@hewlett-woodmere.net. All inquiries must bear the RFP number assigned to this RFP. Written responses to all inquiries will be posted as an addendum to the RFP on the School's website within 10 business days of receipt. It is the responsibility of each proposer to review any addenda issued. The School District may also directly distribute responses to potential proposers who have requested such communications. Proposers are prohibited from contacting any other School District employees regarding this RFP.

- To be considered, one (1) original and two (2) copies containing the same proposal must be delivered in a sealed envelope and received by the School District by 11:00 a.m. March 14, 2025. The District reserves the right to reject any or all proposals submitted.

- During the evaluation process, the District reserves the right, where it may serve the District'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 District, some or all of the firms submitting proposals may be requested to make oral presentations and/or interview as part of the evaluation process. If conducted, oral presentations and/or interviews will be scheduled with each proposer being considered. However, proposers are cautioned

that the District is not required to request clarification or additional information; therefore, all proposals should be complete and reflect the most favorable terms available from the proposer.

- The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
- Upon submission, all proposals become the property of the District. The District has the right to disclose all or any part of the proposal to public inspection based on its determination of what disclosure will serve the public interest. Proposers are further advised that, except for trade secrets and certain personnel information (both of which the District has reserved the right to disclose), all parts of the proposals must be disclosed to those members of the public making inquiry under the New York State Freedom of Information Law. Should a proposer wish to request an exemption from public access to information contained in its proposal, the proposer must, at the time of submission and on the face of the proposal, specifically identify the information they claim to be exempt from disclosure and explain in detail why the information should be exempt.

- 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 District and the firm selected.

- The selection of a firm will be set forth in a resolution of the District Board. The selection of a vendor by the District Board shall not constitute a binding commitment on behalf of the District 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 District (the "agreement"). The agreement shall be executed by vendor and delivered to the District with necessary insurance certification for approval by the District Board.

- It is anticipated the selection of a firm will be completed within forty-five (45) days following the receipt and opening of proposals. Following notification of the selected firm, an agreement will be executed by both parties.

- The District 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.

- The District reserves the right to accept more than one proposal or reject all proposals.

- The District reserves the right to use information provided by

reference for proposal evaluation purposes. The District may request additional information from references regarding the proposer's quality of service, ability to perform the required RFP services, and responsiveness to the client. The District reserves the right to deploy, at its sole discretion, a variety of communication methods to contact references.

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 written permission of the District.

II. SCOPE OF SERVICES

A. Summary

The District is requesting proposals from qualified firms to provide liability, property, cyber, District leaders E&O, automobile, and employment practices, insurance brokerage for the District and its related entities. The ideal firm will have knowledge and expertise to provide the services and advise the District on all matters related to its insurance policies, practices, requirements and other insurance-related issues. All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

B. Statement of Work

It is the District's intent to select a broker to carry out the following tasks:

1. Provide all professional services necessary to obtain recommended and/or approved levels of insurance for the District and related entities.
2. Designate and name, in writing, a service team which will be available at any time upon reasonable notice on any and all matters relating to the enumerated tasks. Any replacement of the team leader would be subject to the District review and approval.
3. Keep the District up to date relative to insurance marketplace conditions.
4. Make coverage recommendations in terms of exposure, policy terms and conditions, service capability, and pricing.
5. Obtain insurance coverage and premium quotations for the District. Upon approval by the District, procure insurance from acceptable worldwide markets (this RFP does not constitute such an approval). Prepare coverage with financially sound and stable carriers. Obtain favorable pricing.
6. Provide a service team to identify and analyze exposures to accidental loss or damage and develop methods to remedy the exposures. Monitor the results and make

adjustments as necessary.

7. Provide input relating to insurance/bonds during the contract drafting stage with third parties in order to identify potentially serious hazards, analyze the hazards, assist in arranging the transfer of risk to third parties where appropriate and possible, and make recommendations as to the coverages/limits to be required by the contracts.
8. For major contracts, and those involving hazardous operations, maintain a duplicate contract file and closely monitor contractor compliance with the insurance requirements of each specific contract by reviewing certificates, endorsements, and specimen policies. Maintain a computer database of the status of each contract, and provide the District with periodic printouts and a list of contracts being monitored on a monthly basis.
9. Provide staff support to assist in the annual update of the District's property schedule, including researching any details about said property requested by insurance carriers.
10. Where advantageous, author a manuscript form to meet the specific needs of the District as opposed to trying to conform those needs to standard policy forms. Design all insurance programs and policies to provide required coverage at optimum cost.

    Obtain acceptance for the manuscript form in the market.
11. Recommend deductible and self–insurance programs or alternatives to traditional insurance where appropriate.
12. Utilize standard policies where requirements are not unique and there are advantages to doing so.
13. Prepare a forecast for the next fiscal year of insurance premiums and service costs and provide notice of interim changes when anticipated.
14. Submit annual reports to the District reviewing the overall insurance status of the District, highlight areas requiring action, and provide an outlook section detailing new developments, upcoming events, or possible future concerns.
15. Notify the District concerning changes or proposed changes initiated by parties other than the District affecting the status of insurance placements.
16. Coordinate the servicing of claims, including claims audits as directed by the Board or administrative staff.
17. As mutually agreed, initiate marketing of renewal lines of coverage at least three months in advance of expiration, identifying markets of choice and anticipated results.
18. Assist in the development of specification information with the District staff.
19. Develop specifications and market the coverage as required; within 60 days of renewal, present renewal options to the Board or administrative staff as directed.
20. Obtain specimen policies from potential carriers and analyze positive and negative provisions; provide summary to the District of policy language comparisons when more than one policy is available.
21. If an owned or affiliated broker is used for part or the entire placement, disclose income received and be prepared to verify incomes earned.
22. Assist in negotiating changes to insurance policy language with District contractors, as needed, document any negotiated changes, and review actual

policies once obtained to ensure that negotiated provisions are correctly worded.

23. Bind, place, and invoice coverage promptly; deliver policies within 90 days of coverage going into effect.
24. Analyze, design, execute, and adjust the District's insurance program as changing circumstances arise for the District.
25. Upon receiving notice of a claim from the District, place appropriate carriers on notice of claim, but not tender a claim unless coverage is refused.

C. <u>Description of Existing Insurance Coverage</u>

The following information is provided so that proposers know what insurance the District currently has in place and can use the information when preparing a cost estimate. This is not a guaranteed minimum. Proposers must be able to obtain insurance binders for the District on the current policy types and amounts by the start date of the Term as listed below. Proposals submitted with schedules that cannot meet this deadline will be disqualified.

Type of Coverage	**Policy Limit**	**Premium**	**Deductible**	**Current Carrier**	**Term**
Property	$313,368,265	$345,362	$5,000	NYSIR	7/1/24-7/1/25
Boiler & Machinery	$100,000,000	$17,409	$1,000	NYSIR	7/1/24-7/1/25
Inland Marine	Schedule	$7,553	$250	NYSIR	7/1/24-7/1/25
General Liability	$1M Occ/$3M Agg	$158,023	Per Schedule	NYSIR	7/1/24-7/1/25
Commercial Automobile	$1,000,000 Liability Vehicles per Schedule	$48,732	Per Schedule	NYSIR	7/1/24-7/1/25
School Board Legal Liability	$1M Occ/$3M Agg	$64,971	$2,500	NYSIR	7/1/24-7/1/25
Excess Liability	$15M Occ/ $30M Agg	$72,589	N/A	NYSIR	7/1/24-7/1/25
Cyber Liability	$250,000	Included	$5,000	NYSIR	7/1/24-7/1/25
Flood	NFIP	$32,934		Wright Flood	11/2/24-11/2/25
Crime	$5,000,000	$6,712	$2,500	Travelers	7/1/24-7/1/25

D. Additional Requirements

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

1. The selected proposer(s) shall provide services pursuant to this RFP at the will of the Board of Education. The District 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 District, which may include an initial report and quarterly status reports thereafter. The Firm shall prepare such other reports as shall be requested by the District. The Firm shall provide copies of said reports to the District's insurance carriers or their designated representatives, if the District so requests. In addition, the Firm may be required to prepare a report to the District'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 District, 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 after the last entry and shall at all times be available for audit and inspection by the District, the District's auditors or a duly designated District representative.

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

5. The firm shall, to the fullest extent provided by law, defend and indemnify and save harmless the District from claims, suits, action, damages, and costs of every nature, kind, name, and description resulting from the negligent performance of the services herein described. 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 District beyond those provided by law.

6. The Firm shall effectuate the naming of the DISTRICT as an additional insured on the firm's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

The policy naming the District as an additional insured shall:

(a) Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York

State.

(b) State that the coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers.

7. The Firm shall provide the District will a certificate of insurance naming the District as an indemnified party.

8. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance.

9. The certificate of insurance must describe the specific services provided by the Firm that are covered by the liability policies.

10. At the District's request, the Firm shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Firm will provide a copy of the policy endorsements and forms.

11. The Firm agrees to indemnify the District for any applicable deductibles and self-insured retentions.

12. Required Insurance:

    a. **Commercial General Liability Insurance:**
    $1,000,000 per occurrence/ $2,000,000 aggregate, with coverage for sexual misconduct.

    b. **Workers' Compensation and N.Y.S. Disability:**
    Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

    A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly online to the Workers Compensation Board: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

c. **Professional Errors and Omissions Insurance:**
$2,000,000 per occurrence/ $2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for the DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

d. **Excess Insurance**
$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

13. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.

14. The Firm shall be authorized to do business in New York and shall hold any and all licenses issued by the state, the County, or the Town that are required to provide the services herein.

15. Firms and/or key staff must have experience of at least five (5) years in the industry.

16. Firms must possess, in its own name, all of the necessary licenses, certifications, permits, approvals, and authorizations necessary to perform the services being sought.

17. 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 school district reference to the extent applicable.

III. FEE STRUCTURE

Each proposal shall include Appendix A: Price Proposal and include the proposer's fees for the required services, including implementation costs, if any. The proposal shall include a description of services offered and pricing for each service. The District is not establishing any specific fee or cost structure for the required services. The proposer is at the discretion to include pricing hourly, as a flat rate, or as a commission-based payment structure.

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	February 14, 2025
Last Date for Questions	March 4, 2025
Due Date for proposal submissions	March 14, 2025

B. Notification and Contract Dates

Selected Firm Notified	Within 45 Days
Contract Date	July 1, 2025

The School District reserves the right to award the contract within forty-five (45) calendar days after the actual date of the receipt of the proposals. No proposer may modify or withdraw their bid within forty-five (45) calendar days after the time and date specified for the receipt of bids.

C. The District 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 District anticipates entering into a five (5) year agreement with the option to renew for one additional five (5) year term on the same terms and conditions, including price, at the sole discretion of the District. The first policies that the Contractor will be responsible for placing are those that have a July 1, 2025 start date. Any policies that begin prior to that time will be placed by the District's existing broker.

V. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Written inquiries concerning the RFP and its subject must be made to James Igoe, at jigoe@hewlett-woodmere.net. Written responses to all inquiries will be posted as an addendum to the RFP on the School's website within 10 business days of receipt. It is the responsibility of each proposer to review any addenda issued. The School District may also directly distribute responses to potential proposers who have requested such communications. Proposers are prohibited from contacting any other School District employees regarding the 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 candidate's project approach and work plan, a detailed list of previous experience relevant to this project, the firm's past history in providing such services for public District districts, biographical information of those personnel that would provide services to the District under an agreement, visual examples of other displays produced by the proposer and a statement that the proposal is a firm and irrevocable offer. Such technical proposal must include, in addition to the above, all information and documentation described or requested in Section II above.

Please also be sure to include a description of the District's risk profile and how you would best position the District in the current insurance market.

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, Iran Divestment Act, Procurement Lobbying Certification and Local Business Certification. The contract will be executed by the District 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 provisions for the District's service 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: Insurance Broker Services"**

Hewlett-Woodmere Union Free School District
Attn: James Igoe, Business Administrator
1 Johnson Place – Room 308
Woodmere, New York 11598

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

point system:

1. Substance of the Proposal 30 Points
   - Responsiveness to and understanding of the RFP requirements
   - Clear understanding of the Scope of Work
   - Acceptable solutions, management, implementation
   - Viable recommendations for approach
2. Relevant Experience of Proposer 30 Points
   - Organizational Experience
   - Experience of Individuals
   - Experience with Public School Districts
   - Experience with the subject matter
3. Technical Proposal/Completed Forms
4. Fee Proposal 10 Points
   30 Points
5. MWBE or SDVOB (provide NYS Certificate) +5 Points
6. Local Business Certification (Nassau County Business) +5 Points
7. Presentations and/or Interviews (if held) 10 Points

The District may also consider any other factors it deems necessary in evaluating each proposal. The District 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 District 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 District and the firm selected. The District reserves the right, without prejudice, to reject any or all proposals. This RFP does not commit the District to award a contract or to procure a contract for services.

C. Non-Guarantee of Service

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

ATTACHMENT A

PRICE PROPOSAL/COST ESTIMATE

Each proposal shall include Appendix A: Price Proposal and include the proposer's fees for the required services, including implementation costs, if any. The proposal shall include a description of services offered and pricing for each service. The District is not establishing any specific fee or cost structure for the required services. The proposer include pricing hourly or as a flat rate as well as a commission-based payment structure.

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. Iran Divestment Act;
8. Procurement Lobbying Certification; and
9. Local Business Certification.

Please complete **ALL NINE** forms and submit with the Proposal.

the District RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGNALS 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 I have read and understand all terms and conditions pursuant to this RFP.

3. That I have the capacity to and will abide by all terms and conditions pursuant to this RFP.

4. That I agree to accept payment in accordance with the requirements of the RFP; and

5. That I agree that the proposal submitted to the District shall be irrevocable and that I will, if my proposal is accepted, enter into a contract with the Hewlett-Woodmere Union Free School District pursuant to the terms and conditions set forth in the RFP.

6. That I certified that the sole proprietorship/company/partnership/corporation listed below 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 District 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 District.

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

(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 District.

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 DISTRICT 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 | Date

_____ _____

Print Name | Title

_____ _____

Legal Name of Individual or Business Name of Company/Partnership/Corporation | Proposer's Federal Tax Identification # (Do Not Use SS#)

_____ _____

Address | Email Address

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 District 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 District has been added as additional insured, and Automobile Liability: $ 1,000,000.00 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:

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, to the extent that such addenda were issued by the District, 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 DISTRICT 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: _____

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 District receive information that a person is in violation of the above-referenced certification, District 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 District 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.

District 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.

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: _____

ATTACHMENT C

SERVICES CONTRACT
Insurance Broker Services

This Agreement is entered into this ___ day of ____, 2025, by and between the Board of Education of the Hewlett-Woodmere Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at One Johnson Place, Woodmere New York, and _____ (hereinafter the "SERVICE PROVIDER"), having a principal mailing address of _____.

A. TERM

1. The term of this Agreement shall be from July 1, 2025 through June 30, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. SERVICE PROVIDER will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement. SERVICE PROVIDER will indemnify the DISTRICT for any tax liability, interest, and/or penalties imposed upon the DISTRICT by any taxing authority based upon the DISTRICT's failure to withhold any amount from the payments for tax purposes.

2. Neither SERVICE PROVIDER nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.

4. SERVICE PROVIDER agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SERVICE PROVIDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The SERVICE PROVIDER shall provide services set forth in this Agreement. SERVICE PROVIDER shall provide a variety of consulting activities, as follows:

   a. To provide services in accordance with the terms of DISTRICT's Request for Proposal # Insurance Broker-1.

2. SERVICE PROVIDER shall perform all services under this Agreement in accordance with all applicable federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.

3. SERVICE PROVIDER hereby represents that the professionals it provides to the DISTRICT are duly licensed and/or certificated to perform the services set forth in this Agreement. SERVICE PROVIDER shall provide the appropriate proof of any license or certification applicable.

4. SERVICE PROVIDER shall provide all services pursuant to this Agreement in a competent, professional, and timely manner. SERVICE PROVIDER shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.

5. SERVICE PROVIDER acknowledges that the DISTRICT retains supervisory control over him to the same extent as if SERVICE PROVIDER were employed by the District.

6. The DISTRICT shall have the right to examine any and all accounting records maintained by the SERVICE PROVIDER, its agents, or employees that pertain to the services to be provided pursuant to this Agreement.

7. The individuals who are furnishing services hereunder on behalf of the SERVICE PROVIDER shall be subject to the approval of the DISTRICT. The DISTRICT reserves the right to reject any individual.

8. SERVICE PROVIDER shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

9. SERVICE PROVIDER shall not be authorized to engage in any advertising or solicitation on school grounds without the prior written approval of the DISTRICT.

10. If SERVICE PROVIDER is to receive or review student records in fulfillment of the services under this Agreement, SERVICE PROVIDER agrees and understands that it shall first enter into a confidentiality agreement with the DISTRICT in accordance with Education Law § 2-d.

D. COMPENSATION

1. SERVICE PROVIDER shall submit invoices for payment on a monthly basis. The DISTRICT shall pay SERVICE PROVIDER within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the SERVICE PROVIDER.

2. The DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of the DISTRICT's rights or prevent the DISTRICT from later availing itself of any remedy or course of action it has at law or in equity at a later date.

3. SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for the DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. The DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for the DISTRICT.

E. INSURANCE

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of the DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

2. The policy naming the DISTRICT as an additional insured shall:
    i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
    ii. State that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers.

3. SERVICE PROVIDER shall provide the DISTRICT will a certificate of insurance naming the DISTRICT as an indemnified party.

4. The DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.

5. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.

6. At the DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

7. The SERVICE PROVIDER agrees to indemnify the DISTRICT for any applicable deductibles and self-insured retentions.

8. Required Insurance:

i. **Commercial General Liability Insurance:**
ii. $1,000,000 per occurrence/ $2,000,000 aggregate, with coverage for sexual misconduct.

iii. **Workers' Compensation and N.Y.S. Disability:**
iv. Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

v. A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly online to the Workers Compensation Board:
vi. http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

vii. **Professional Errors and Omissions Insurance:**
viii. $2,000,000 per occurrence/ $2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for the DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

ix. **Excess Insurance**
x. $1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

9. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract. SERVICE PROVIDER is to provide the DISTRICT's with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the DISTRICT.

10. The DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). SERVICE PROVIDER further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the DISTRICT but also NYSIR, as the DISTRICT's insurer.

F. TERMINATION

1. The SERVICE PROVIDER'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.

2. The parties agree that SERVICE PROVIDER'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to SERVICE PROVIDER.

3. In the event of termination for a material breach the DISTRICT reserves the right to seek any and all legal and equitable remedies available under the law. In the event the SERVICE PROVIDER or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

4. In the event of termination, all reports and services due to the DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.

G. MISCELLANEOUS

1. While on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all DISTRICT rules and regulations and must follow all reasonable directives of the DISTRICT's administrators and employees.

2. SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to the DISTRICT.

H. NOTICES

Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

1. For the DISTRICT:

Hewlett-Woodmere Union Free School District
Business Office
One Johnson Place, Rm. 305
Woodmere, New York 11598
Attn: James Igoe, Business Administrator

2. For the SERVICE PROVIDER:

_____
_____
_____
_____
Attn: _____

I. DISCRIMINATION PROHIBITED

Neither the DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

J. REPRESENTATIONS AND WARRANTIES

SERVICE PROVIDER represents and warrants that:

1. SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement;

2. The performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule, or regulation or any proprietary or other right of any third party; and

3. SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

K. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

L. WAIVER OF RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

M. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

N. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the substantive and procedural laws and regulations of the State of New York and applicable Federal laws and regulations. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau State of New York, or federal court located in County of Nassau, New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding, in such court.

O. ENTIRE AGREEMENT

1. The DISTRICT's Request for Proposal # Insurance Broker-1 shall be incorporated into this Agreement and the terms and obligations therein shall constitute a part of this Agreement.

2. Except as provided in Paragraph 1 of this Section, this Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

3. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.

4. To be in force and effect, this Agreement must be approved by the Board of Education.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

_____	Hewlett-Woodmere Union Free School District
BY: _____	BY:_____
[Insert Name]	Debra Sheinin
[Insert Title]	President Board of Education