



## **BUSINESS OFFICE**

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# HEWLETT-WOODMERE PUBLIC SCHOOLS

## REQUEST FOR PROPOSAL – INSURANCE BROKER - 1 INSURANCE BROKER SERVICES

### Addendum #1

The School District is issuing this addendum to correct errors in the Insurance Broker RFP, Attachment C – Services Contract, Section B “Conditions” and Section E “Insurance”.

As this is a professional services contract for insurance broker services, there is no need for the hold harmless and indemnification requirements as described in Attachment C – Services Contract, Section B “Conditions” Item 4 and Section E “Insurance” Item 7, respectively.

Additionally, there is no need for the additional insured requirement as described in Attachment C – Services Contract, Section E “Insurance” Items 2 and 4.

Please refer to the amended versions of these sections attached herein.

Thank you for your attention to this addendum. We look forward to reviewing your proposals.

Date: March 7, 2025

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## 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.

**\*Revised 3/7/2025**

## 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. SERVICE PROVIDER shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party.
3. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.
4. 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.
5. 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](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.
6. 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.
7. 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.

**\*Revised 3/7/2025**