

**Hurley Fire District # 1  
135 Old Route 209  
PO Box 181  
Hurley, NY 12443**

**REQUEST FOR PROPOSAL**

**Date: January 28, 2011**

**NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:**

**RFP Name: Hurley Fire District Insurance**

**Mail proposal to: Hurley Fire District # 1  
c/o Art Snyder  
160 Altamont Drive  
Hurley, NY 12443**

**FINAL DAY PROPOSALS WILL BE ACCEPTED: February 14, 2011**

**Contact persons:**

**Bob Alden 845-338-2565 (H)**

**Art Snyder 845-339-4556 (H), 845-417-7712 (C)**

**VENDORS MUST SUBMIT BID IN SEALED ENVELOPE.**

**Please print (on the face of the envelope): 1) NAME & ADDRESS OF CONTRACTOR  
RFP NAME**

**It is the bidder's responsibility to read the attached RFP Specifications.**

**By: Hurley Fire District # 1  
Board of Fire Commissioners**

**RECEIPT CONFIRMATION FORM**

**RFP NAME: Hurley Fire District Insurance**

To ensure you are advised of all addendum's and other communications regarding this Request For Proposal (RFP) Please complete and return this confirmation form within five (5) business days from receipt of this proposal to:

Hurley Fire District  
c/o Art Snyder  
160 Altamont Drive  
Hurley, NY 12443

Failure to return this form may result in no further communications regarding this RFP.

Agency/Company Name \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX \_\_\_\_\_

**I have received a copy of the above noted RFP and;**

**We will be submitting a proposal**

**We will not be submitting a proposal**

## **1.0 Project Overview**

- 1.1 Desired outcome: The objective of this request for proposal is to obtain comprehensive liability and specialized supplemental insurance for the Hurley Fire District # 1, the Hurley Fire Department and the Hurley Fire Department Ladies Auxiliary at the lowest cost possible to the taxpayers of the Hurley Fire District.
- 1.2 A description of the existing coverage with limits is provided herein. Proposed policies should provide comparable coverage, or a detailed explanation explaining any and all reason for deviation. Suggestions for additional coverage or the dropping of certain coverage should be highlighted and fully explained. The Hurley Fire District is open to consideration of alternate coverages that will provide members, the fire district and the taxpayers with adequate coverage.

## **2.0 Term of Policy**

- 2.1 The Hurley Fire District # 1 desires to have coverage commencing at 12:01 AM Standard Time on March 1, 2011 and continuing for **a period of one year, with an option of a three year policy.**

## **3.0 Commercial Liability Umbrella Declarations**

- 3.1 Limits of Insurance:
  - 3.1.1 Bodily injury and property damage liability: **\$4,000,000.00**
  - 3.1.2 Personal and advertising injury liability: **\$4,000,000.00** any one person or organization
  - 3.1.3 Aggregate limit (except with respect to covered autos): **\$4,000,000.00**
  - 3.1.4 Wrongful acts coverage (each loss): **\$4,000,000.00**
  - 3.1.5 For all coverages combined aggregate limit: **\$4,000,000.00**
  - 3.1.6 Self-insurance retention: **\$10,000.00**

## **4.0 Supplemental Schedule of Underlying Insurance**

- 4.1 Automobile liability / hired and nonowned: **\$1,000,000.00** each accident
- 4.2 VFD emergency operations hazardous materials liability: **\$1,000,000.00** aggregate
- 4.3 General aggregate: **\$3,000,000.00**
- 4.4 Products – completed operations aggregate: **\$3,000,000.00**
- 4.5 Personal and advertising injury, each occurrence: **\$1,000,000.00**

## **5.0 Supplemental Schedule of Underlying Claims-Made Insurance**

- 5.1 VFD emergency operations: **\$1,000,000.00** aggregate (annual)

## **6.0 Commercial Property Coverage**

- 6.1 Building and Business Personal Property. Premium should be based on \$500 deductible. Coverage must be based on guaranteed replacement cost and include ordinance coverage.
  - 6.1.1 Described premises – Hurley Firehouse 135 Old Route 209 Hurley NY. Estimated value is **\$825,000.00**
  - 6.1.2 VFD property extension endorsement - \$500 for lost property

## **7.0 Commercial Crime Coverage**

- 7.1 Premium should be based on \$500 deductible.
- 7.2 Theft, disappearance and destruction – inside: **\$25,000.00**

- 7.3 Theft, disappearance and destruction – outside: **\$25,000.00**
- 7.4 Public employee dishonesty (per loss): **\$10,000.00**; there should be an excess limit of **\$100,000.00** on the Fire District Treasurer

### **8.0 Commercial Inland Marine Coverage**

- 8.1 Miscellaneous property floater coverage on vehicles: Based on values estimated below.
- 8.2 Miscellaneous property floater coverage on equipment: **\$200,000.00**
- 8.3 Miscellaneous property floater coverage on ambulance: **\$100,000.00**
- 8.4 Signs coverage: **\$10,000.00**
- 8.5 Accounts receivable coverage: **\$25,000.00**
- 8.6 Valuable papers and records coverage: **\$25,000.00**

### **9.0 Commercial Auto Coverage**

- 9.1 Liability: **\$1,000,000.00**
- 9.2 Mandatory Personal Injury Protection: **\$50,000.00**
- 9.3 Added Personal Injury Protection: **\$25,000.00**
- 9.4 Total all Personal Injury Protection: **\$75,000.00**
- 9.5 Auto medical payments: **\$5,000.00**
- 9.6 Uninsured motorist: **\$1,000,000.00**
- 9.7 Death benefit (in addition to PIP): **\$2,000.00**
- 9.8 Monthly work loss: **\$2,500.00** per month
- 9.9 Other expenses: **\$50.00** per day
- 9.10 Vehicles: Coverage must be based on guaranteed replacement cost (estimates below).
  - 9.10.1 2010 Chevrolet Ambulance - \$110,000.00
  - 9.10.2 1993 Mack Pumper - \$450,000.00
  - 9.10.3 1943 Chevy Buffalo - \$5,000.00
  - 9.10.4 2001 KME Pumper - \$375,000.00
  - 9.10.5 2001 KME Rescue Pumper - \$375,000.00
  - 9.10.6 2000 Ford Ambulance - \$100,000.00
  - 9.10.7 1988 GMC Pierce Mini Pumper - \$200,000.00
  - 9.10.8 2008 Polaris 6 wheel ATV - \$12,000.00
  - 9.10.9 2010 Ford F-350 Utility Truck - \$70,000.00

### **10.0 Accident and Health Policy (Special Risk Blanket Insurance Certificate)** Policy term to coincide with all other insurance, premium to be included with response to RFP.

- 10.1 Indemnity Benefits
  - 10.1.1 Accidental Death, Dismemberment, Loss of Sight or Hearing: **\$50,000.00**
  - 10.1.2 Accidental Loss of Life (Sickness Only): **\$50,000.00**
  - 10.1.3 Additional Seat Belt Benefit (Injury Only): **\$6,250.00**
  - 10.1.4 Post Traumatic Stress Disorder: **\$1,000.00**
- 10.2 Permanent Physical Impairment Benefit (Injury Only): **\$25,000.00**
- 10.3 Cosmetic Burn Disfigurement Benefit (Injury Only): **\$25,000.00**
- 10.4 Medical Expense Benefits (Injury Only)
  - Medical Expense: **\$10,000.00**
  - Plastic Surgery: **\$10,000.00**
- 10.5 Medical Expense Benefits (Sickness Only)
  - Medical Expenses: **\$10,000.00**
  - Preventative Inoculations: **\$10,000.00**
- 10.6 Weekly Disability Benefit (Injury Only): **\$150** per week
- 10.7 Weekly Disability Benefit (Sickness Only): **\$150** per week

- 10.8 Family Expense Benefit (Injury or Sickness): **\$10,000.00**
- 10.9 Family Education Benefit (Injury or Sickness): **\$ 5,000.00**
- 10.10 Athletic and Special Events Benefit (Injury Only)
  - Medical Expense: **\$1,000.00**
  - Total Disability: **\$150** per week
- 10.11 Physical Assault Benefit (Injury Only): **\$6,250.00**
- 10.12 Day Care Expense Benefit (Injury or Sickness): 26 weeks
- 10.13 Permanent Physical Impairment Educations Benefit (Injury Only): **\$20,000.00**
- 10.14 Continuation of Coverage: **\$500.00**
- 10.15 Accidental Death & Dismemberment Benefit (Injury only / 24 hour coverage): **\$50,000.00**

## **REQUEST FOR PROPOSAL PROCESS AND ADMINISTRATION**

### **1.0 SCOPE/PURPOSE**

The purpose of this RFP is to obtain proposals for securing Insurance for the Hurley Fire District #1.

The Hurley Fire District #1, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 hereby notifies all respondents that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Qualified firms (or teams) and qualified Disadvantaged Business Enterprises (DBE) are encouraged to submit proposals in response to this solicitation. Other respondents are encouraged to utilize DBE sub consultants where appropriate. Subcontracting and joint ventures are permitted. DBE subcontracting is encouraged. WBE/MBE firms do not qualify as DBE firms under this solicitation. Proposers are encouraged to make every effort possible to include DBE firms in their proposals however; nothing in this provision shall be construed to require the utilization of any DBE firm which is either unqualified or unavailable.

### **2.0 PROPOSAL/SUBMITTAL RETURN DATE**

Proposals shall be received and recorded until **5 PM on February 14, 2011** at 160 Altamont Drive, Hurley, NY 12443. ONE ORIGINAL and six (6) copies of all materials that constitute the proposal submittal shall be delivered in a sealed envelope marked "**Hurley Fire District Insurance**" **Submittal from** *name and address of the proposer*. Each proposal shall indicate the name of the person designated by the vendor to be the single point of communication between the Hurley Fire District #1 and the vendor.

Oral, faxed, or telephoned submittals, or modification thereof, will not be accepted. The Hurley Fire District # 1 shall not be responsible for any costs related to the submission of a proposal, and reserves the right to reject any or all proposals not considered to be in the best interest of the Fire District.

### **3.0 PRE-PROPOSAL MEETING (BIDDER'S CONFERENCE**

A pre-proposal meeting is not scheduled at this time.

### **4.0 FEE PROPOSAL/PRICING**

One Copy of a fee proposal shall be submitted in a separate envelope clearly marked "Fee Proposal", "Hurley Fire District Insurance" submittal from "name and address of the proposer." **Do not include fee information in the technical portion of the submittal.** The Fee quoted will include all items of labor, materials, travel, equipment and other costs necessary to fully complete the project. The Fee proposal shall contain information relative to hours worked and hourly rate by project personnel title and firm (if more than one). Hourly rates, overhead and other aspects of the fee proposal shall remain constant for the duration of the contract and any agreed extensions. The contract will be for costs incurred with a not to exceed fixed-fee.

While not anticipated at this time, the contractor agrees that fee components shall remain in effect for any addendums issued to the scope of work that arise as a result of input during the study process or change in circumstances

The contractor's proposed budget for this project shall conform to all applicable requirements of the NYS Department of Labor. The price to be quoted will include all items of labor, materials, travel, equipment and other costs necessary to fully complete the project.

### **5.0 FREEDOM OF INFORMATION**

The successful Contractor agrees to comply with the Freedom of Information Law such rules and regulations as the State may from time to time make, including, but not limited to, such rules as may be devised governing access to public documents pursuant to Article 6 of the Public Officers Law, popularly known as the Freedom of Information Law.

Proposals submitted under this RFP shall be considered public documents and, with limited exceptions, all proposals, including proposals that are recommended for award, will be available for inspection and copying by the public.

If a Proposer considers any portion of its proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the Hurley Fire District #1 will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the Fire District will notify the Proposer of the request and allow the Proposer five days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the Hurley Fire District # 1 will release portions of the proposal deemed subject to disclosure. By submitting a proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the Hurley Fire District #1 on account of actions taken under such procedure.

## **6.0 INDEPENDENT CONTRACTOR**

The Contractor agrees that its relationship to the Hurley Fire District # 1 is that of an independent contractor and said Contractor covenants and agrees that it will conduct itself in a manner consistent with such status; that it will neither hold itself out as, nor claim to be, an officer or employee of the Fire District by reason hereof, and that it will not make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Fire District, including, but not limited to, worker's compensation coverage, disability, unemployment insurance benefits, social security coverage, or retirement membership or credit.

## **7.0 NON-COLLUSIVE STATEMENT**

The submission of this statement certifies that 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 bidder with or any competitor.

## **8.0 INDEMNIFICATION**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the Hurley Fire District #1, the Contractor shall indemnify and hold harmless the Hurley Fire District # 1, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the Contractor, including the content or nature of advertising.

In addition, the Contractor shall assume the defense of the Hurley Fire District #1 and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the Hurley Fire District #1 on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse the Hurley Fire District # 1's payment of any sums reasonable to settle such litigation or claims.

In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorneys' fees shall be allowed to the prevailing party. This indemnification obligation shall include, but is not limited to, all claims against the Hurley Fire District #1 by an employee or former employee of the Contractor or its subcontractors, and the Contractor expressly waives all immunity and limitation on liability under any worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

## **9.0 CONFLICT OF INTEREST**

The Contractor, by entering into a contract with the Hurley Fire District # 1 to perform or provide services or materials, covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest which conflicts in any manner or degree with the services or materials required to be performed and/or provided under the contract and that it shall not employ any person or agent having any such interests.

In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the Hurley Fire District #1 and take action immediately to eliminate the conflict.

#### **10.0 EVALUATION CRITERIA**

Only those proposals that contain complete information and required certifications will be considered. All proposals will be evaluated by the Board of Fire Commissioners using a “qualifications-based” proposal evaluation and selection process.

#### **11.0 METHOD OF AWARD**

A qualifications-based contractor evaluation and selection process will be utilized. The award of this contract shall be made to the offer or whose solicitation, in the opinion of the Fire District best meets the established evaluation criteria. All aspects of evaluation will be taken into consideration in awarding this contract. Price shall be a factor in the award decision, although the award may not necessarily be made to the solicitation with the lowest price. **The Hurley Fire District # 1 reserves the right to reject any and all proposals.**

#### **12.0 QUESTIONS/CLARIFICATIONS**

No oral interpretations as to the meaning of the RFP or revisions to the RFP will be made for any Proposer. Requests for clarification or interpretation shall be made in writing and directed to Art Snyder, 160 Altamont Drive, Hurley, NY 12443 or e-mail [arsnyder59@yahoo.com](mailto:arsnyder59@yahoo.com) at least seven (7) calendar days before the date established for submitting proposals. Inquiries will not be considered after that date. All Contractors will receive a response to substantive questions.

Any interpretation deemed necessary by the Hurley Fire District #1 will be in the form of an addendum to the RFP and, when issued, will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All addenda shall become part of the RFP. Proposers shall not rely upon any oral statements or conversations they may have with Hurley Fire District #1 employees or third parties regarding the RFP whether at the pre-proposal conference, if any, or otherwise.

#### **13.0 TERMINATION**

The Hurley Fire District # 1 reserves the right to terminate any part or the entire contract resulting from this Request for Proposals if the Contractor fails to carry out any item, promise, or condition of the contract. The Fire District will issue a written ten (10) day Notice of Default to the Contractor if, in the opinion of the Fire District, the Contractor:

13.1 Conflict of interest: The Fire District may cancel any resulting contract(s) from this request within the life of the contract after award, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the contract for the Hurley Fire District # 1 becomes an employee or agent of the Contractor.

13.2 Termination for convenience: The Hurley fire District # 1 reserves the right to terminate any resulting order or contract upon ten (10) days written notice. The Fire District will be responsible only for those standard items which have been delivered or accepted.

13.3 In addition to termination or in the alternative, the Fire District may pursue any or all other legal and equitable remedies and rights it may have under the circumstances.

#### **14.0 COMPLIANCE WITH LAWS, LICENSES AND PERMITS**

The proposer(s) agree that they will fully comply with Federal, State and local policies, procedures, standards and laws, rules and regulations, including all FHWA, FTA, and DOL requirements that are applicable to the providing of services under this contract.

#### **15.0 RETENTION OF RECORDS AND AUDIT ACCESS**

##### **a. Retention of Records**

The provider shall maintain accurate records of services rendered including proof of any expenses claimed for reimbursement. The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Hurley fire District # 1 to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Hurley Fire District # 1, and shall set forth what efforts it has made to obtain the information. The provider shall report to the Fire District as required and allow records to be subject to inspection by the Fire District upon reasonable notice.

##### **b. Audit Access**

The Hurley Fire District # 1 and its authorized representatives and designees shall have access to all records maintained and retained by the Contractor and its subcontractors for the purpose of inspection, cost/price analysis, audit or other reasonable purposes related to the contract.

The Hurley Fire District and its representatives and designees shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall provide proper facilities for such access, inspection and copying.

Audits may be conducted during or after the contract period for any reason deemed appropriate and necessary by the Hurley Fire District # 1. Audits will be conducted by auditors selected and paid for by the Fire District. Audits shall be conducted in accordance with generally accepted auditing standards and/or audit procedures and guidelines of the State of New York. The Contractor shall fully cooperate with the Fire District or its auditor(s) during audits and inspections, and provide all requested documentation.

If an audit is commenced more than sixty (60) days after the date of termination of the contract, the Hurley Fire District # 1 will give reasonable notice to the Contractor of the date on which the audit will begin.

#### **16.0 NON-DISCRIMINATION IN RENDERING SERVICES**

No services to be rendered pursuant to or in connection with this contract may be refused to

any person because of age, race, creed, color, sex, country of origin, disability, sexual orientation, genetic predisposition, or military or marital status.

The Hurley Fire District # 1, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, hereby notifies all proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **17.0 SPECIAL CONTRACT PROVISIONS**

The provider agrees to and will comply with the following Laws of the State of New York: The Civil Rights Law and Sections 291 and 299 of the New York State Executive Law.

#### **18.0 NON-EXCLUSIVE CONTRACT**

This contract shall not be interpreted to create an exclusive right in the provider to render the services described hereunder.

#### **19.0 ALTERNATE PROPOSALS**

The Hurley Fire District # 1 reserves the right to consider alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the Fire District's best interest. Proposers shall clearly identify and explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

#### **20.0 DISQUALIFICATION**

The Hurley Fire District # 1 reserves the right to refuse to issue awards to a prospective contractor should such Contractor be in default for any of the following reasons:

- Failure to comply with any pre-qualification regulations of the Fire District, if any such regulations are cited, or otherwise included in the Request for Proposal as a requirement for qualifying.
- Contractor has defaulted under previous contracts with the Fire District.
- Contractor has performed unsatisfactory work on previous contracts with the Fire District.
- Proposals received from Contractors who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Proposal may be rejected if the Contractor cannot show that it has the necessary ability, resources and qualified employees to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. An offer may be rejected if the contractor is already obligated for the performance of other work that would delay the commencement, performance or completion of the work.

**21.0 DEBARMENT CERTIFICATION**

The Prime Consultant and any sub-consultants must complete and submit with the proposal the "Debarment Certification Form".

**22.0 DATA RIGHTS**

The Hurley Fire District # 1 reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Hurley Fire District # 1 purposes," any subject data or copyright data produced or provided as deliverables to this contract "for Hurley Fire District # 1 purposes," without the copyright owner's consent.

**23.0 TERMS OF PAYMENT**

Premiums shall be invoiced and are payable within 45 days of the date of invoice.

**PLEASE RETURN THE FOLLOWING SHEETS**  
**WITH YOUR PROPOSAL**

VENDOR NAME: \_\_\_\_\_

**REFERENCE SHEET**

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The Hurley Fire District # 1 reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

Hurley Fire District # 1 may be listed as an additional reference, but may not be substituted for any of the three required references.

1) Reference Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Contract Date: \_\_\_\_\_

2) Reference Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Contract Date: \_\_\_\_\_

3) Reference Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Contract Date: \_\_\_\_\_

**ADDRESS SHEET**

**MAIL BID TO:**

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**ONLY if different -**

**MAIL PURCHASE ORDER TO:**

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**ONLY if different -**

**MAIL PAYMENT TO: \_\_\_\_\_**

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

**ASSUMED NAME CERTIFICATION**

\*If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York general business law must be attached.

ASSUMED  
NAME: \_\_\_\_\_

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Hurley Fire District # 1.

"The submission of this constitutes a certification that no Hurley Fire District # 1 Officer has any interest therein. (Note: In the event that any Fire District Officer has any such interest, the full nature thereof should be disclosed below.)"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED**  
**VENDOR ORGANIZATION INFORMATION**

VENDOR NAME: \_\_\_\_\_

TYPE OF ENTITY: CORP. \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

FEDERAL EMPLOYEE ID #: \_\_\_\_\_ OR SOCIAL SECURITY #: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

IF APPLICABLE: DATE FILED: \_\_\_\_\_ STATE FILED: \_\_\_\_\_

If a non publicly owned Corporation:

CORPORATION NAME: \_\_\_\_\_

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

\_\_\_\_\_  
\_\_\_\_\_

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

If a partnership:

PARTNERSHIP NAME: \_\_\_\_\_

LIST PARTNERS NAME(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION AND SIGNATURE FORM**  
**AFFIDAVIT OF NON-COLLUSION**

NAME OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_ EXT: \_\_\_\_\_

PHONE NO.:

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

FAX NO.:

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
1. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
2. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
3. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
4. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
5. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
- 8. By submission of this bid I certify I have read, am familiar with and will comply with any and all segments of these specifications.**

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

\_\_\_\_\_  
Signature & Company Position

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Print Name & Company Position

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Company Name

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Date Signed

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Federal I.D. Number

**ALL** QUESTIONS PERTAINING TO THIS SUBMITTAL **MUST** BE SUBMITTED IN WRITING 7 DAYS PRIOR TO SUBMITTAL RETURN DATE.

(Please use this form to request clarification or ask for an interpretation of this Request for Proposal. Mail to Art Snyder 160 Altamont Drive, Hurley, NY, 12443 or send my e-mail to [arsnyder59@yahoo.com](mailto:arsnyder59@yahoo.com) We will respond as soon as possible.)

Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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