



Date: April 4, 2020

RFPs Will Be Received Until:

Time: 5:00 PM

Day: Thursday

Date: April 16, 2020

Place: Main Office

Temple Sinai

75 Highland Avenue

Middletown, New York

10940

RFP# 19-001

Security Enhancing Blast Film for Windows

Submit RFP To:

Main Office

Temple Sinai

75 Highland Avenue

Middletown, New York

10940

Attn: Lisa Miller

RFP # 19-001 must be emailed to miller.lisa@hvc.rr.com by April 16, 2020 with a mailed copy postmarked April 16, 2020 mailed to Main Office.

REQUEST FOR PROPOSAL NOTICE

STATE OF NEW YORK
ORANGE COUNTY

The Temple Sinai Middletown Hebrew Association, 75 Highland Avenue, Middletown, New York, 10940, requests Sealed Proposals for:

Security Enhancing Blast Film for Windows

RFPs will be received 5:00 PM on Thursday, April 16, 2020 at the office of the Executive Director, Temple Sinai Middletown Hebrew Association, Main Office, 75 Highland Avenue, Middletown, New York 10940.

Specifications and forms, including the Request for Proposal Notice, Instructions and General Conditions of Contract and Specifications and Requirements may be obtained at Temple Sinai Middletown Hebrew Association, Main Office, 75 Highland Avenue, Middletown, New York 10940.

Responses will be analyzed by a Steering Committee which reserves the right to recommend acceptance of each by item, as a group, or as a whole, or in its discretion to reject all responses and to re-advertise. Responses shall remain irrevocable for a period of sixty days. The award of contracts, if at all, shall be made as soon as practicable after the responses are reviewed.

GENERAL TERMS AND CONDITIONS

I. NOTICE TO PROPOSERS

The Temple Sinai Middletown Hebrew Association, Main Office, 75 Highland Avenue, Middletown, New York 10940, hereby invites the submission of sealed proposals for the following:

Security Enhancing Blast Film for Windows

In order to receive consideration, proposals must be submitted to the Executive Director of Temple Sinai Middletown Hebrew Association, Main Office, 75 Highland Avenue, Middletown, New York 10940 no later than 5:00 PM on Thursday, April 16, 2020. Specifications and Proposal forms may be obtained at: Temple Sinai Middletown Hebrew Association, Main Office, 75 Highland Avenue, Middletown, New York 10940

II. DEFINITIONS

“Temple Sinai” - The Temple Sinai Middletown Hebrew Association

“Agency” – The Temple Sinai Middletown Hebrew Association

“Contract” – an awarded Proposal comprising the RFP Documents, (i) Terms and conditions of the RFP (ii) proposal submitted by Vendor and awarded by Temple Sinai and (iii) any terms and conditions negotiated by Temple Sinai.

“Notice to Proposers” - a formal statement that, when issued, constitutes an invitation to Proposal on the services, materials, and supplies, described in the RFP Documents.

“Proposal” or “Bid” –RFP Documents as completed by the Vendor.

“RFP” – Request for Proposal- an offer to furnish services, supplies or materials in accordance with the RFP Documents.

“RFP Documents” - General Terms and Conditions, Specifications and Proposal Forms and all attachments.

“Specification(s)” - description of services, materials, and supplies, and the conditions for their provision.

“Successful Vendor(s)” - a Vendor or Proposer to whom an award is made by The Temple Sinai Middletown Hebrew Association.

“Vendor” or “Proposer” – any entity (e.g., individual, partnership, organization, institution, agency, municipality, government, company or corporation) submitting an offer in response to this RFP.

III. INSTRUCTIONS TO VENDORS

1. Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned to the Proposer unopened. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by Temple Sinai employees. The Proposer assumes all responsibility for having the Proposal deposited on time at the place specified.
2. Temple Sinai will interpret the submission of a Proposal to mean that the Proposer is fully informed as to the extent and character of the services, supplies and materials required and that the Proposer can furnish the same in complete compliance with the RFP Documents.
3. The non-collusive certification must be filled out in its entirety and included with each Proposal as required by Temple Sinai.
4. The forms listed below must be completed and included with each Proposal and all Proposers must sign all RFP Documents where indicated.
 - A. Contract
 - B. Vendor Form
 - C. Non-Collusive Bidding Certification
 - D. Non-Disclosure Form
 - E. Certificate of Insurance
5. No interpretation of the meaning of the RFP Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to Temple Sinai. Any interpretations issued will be in the form of addendum/addenda to the RFP. All addendum/addenda so issued shall become a part of the RFP. Any addenda sent to the Proposers shall be binding and take precedence over the section of the original RFP Document which it replaces.
6. TEMPLE SINAI may make any investigation they deem necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Temple Sinai all such information and data for this purpose as Temple Sinai may request.

IV. AWARD AND RESERVATION OF RIGHTS

1. The Contract may be awarded to the responsive and responsible Vendor(s) offering a Proposal response that best meets the terms, conditions and Specification criteria stated in the RFP.

2. TEMPLE SINAI reserves the right to make awards within sixty (60) days after the date of the Proposal opening during which period Proposals may not be withdrawn unless the Proposer distinctly states in the Proposal that acceptance thereof must be made within a shorter specified time.
3. TEMPLE SINAI reserves the right to inspect the Proposer's physical facilities prior to award. If the facility is found to be insufficient for the services specified herein, TEMPLE SINAI reserves the right to reject the Proposal.
4. TEMPLE SINAI reserves the right to reject all Proposals. Also reserved is the right to reject any Proposal in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of TEMPLE SINAI will be served.
5. TEMPLE SINAI reserves the right to reject incomplete Proposals. TEMPLE SINAI also reserves the right to request additional data or material at any time. All material submitted in response to this RFP will become the property of TEMPLE SINAI upon the opening of this RFP.
6. TEMPLE SINAI reserves the right to reject Proposals that impose conditions that would modify the terms and conditions of the RFP Documents or limit the Vendor's liability to TEMPLE SINAI on the Contract awarded on the basis of such Proposal.
7. TEMPLE SINAI reserves the right to reject any Proposal where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently complete the services as per the Specifications.
8. TEMPLE SINAI reserves the right to negotiate the terms of the RFP, including the award amount, with the selected Vendor(s) prior to entering into a Contract.
9. TEMPLE SINAI reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected.
10. Each Proposal will be received with the understanding that the acceptance thereof, in writing, by TEMPLE SINAI to furnish any or all of the products and/or services described therein shall constitute a contract between the successful Proposer and TEMPLE SINAI. The Contract shall bind the successful Proposer to furnish and deliver at the prices and in accordance with the conditions of this Proposal. TEMPLE SINAI reserves the right to increase or decrease the products and/or services in the best interest of TEMPLE SINAI.
11. All Proposals, with consideration to the escalation clause (inclusive of pricing), will be held firm for the duration of the Contract including any extensions agreed to by the parties.

12. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Proposal, will be considered sufficient notice of award of Contract. Failure of the Successful Vendor to contact TEMPLE SINAI to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the Contract by the Successful Vendor(s).
13. If the Successful Vendor fails to deliver or provide the services within the time specified, or within reasonable time as interpreted by TEMPLE SINAI, or fails to make replacement of rejected items when so requested immediately or as directed by TEMPLE SINAI, TEMPLE SINAI may purchase from other sources to take the place of the item rejected or not delivered or services not provided. TEMPLE SINAI reserves the right to authorize immediate purchase from other sources against rejections on any Contract when necessary. On all such purchases, the Successful Vendor agrees to reimburse TEMPLE SINAI promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Vendor shall have no claim to the difference. Such purchases will be deducted from Contract quantity.
14. In the sole discretion of TEMPLE SINAI the Proposal of a Vendor whose performance on any previous contract with TEMPLE SINAI has been determined to be unsatisfactory may be rejected.

V. GUARANTEES BY THE SUCCESSFUL VENDOR

1. **INSURANCE:** The Vendor, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the TEMPLE SINAI its, employees, trustees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Vendor including but not limited to losses resulting from accident, fire, theft, data breach or hacking, in connection with the performance of Vendor's responsibilities under this Contract. The amounts of minimum insurance coverage are set forth in the Specifications.
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best's rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the Vendor shall notify TEMPLE SINAI in writing within thirty (30) days of such cancellation or non-renewal.
4. Products and services provided pursuant to the Proposal against defective workmanship for a period of one (1) year and for a period of two (2) years against defective material. The aforementioned periods begin upon delivery or commencement of work. If during this period such faults develop, the Successful Vendor agrees to replace the equipment or the part affected without cost to

TEMPLE SINAI. Any equipment provided under the Contract, which is or becomes defective during the guarantee period shall be replaced by the Successful Vendor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment one [1] year from the date of delivery and/or installation of the replacement. The Successful Vendor shall make any such replacement immediately upon receiving notice from TEMPLE SINAI, if applicable

5. All equipment is standard, new, latest model of regular stock product or as required by the RFP Documents with parts regularly used for the type of equipment offered, and no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

VI. SUCCESSFUL VENDOR INSTRUCTIONS/RESPONSIBILITY

Legal Compliance

1. The Successful Vendor must follow the rules and regulations and Board Policies of TEMPLE SINAI where services pursuant to the Proposal are being performed.
2. The Vendor shall be solely responsible for complying with all applicable State and Federal laws, rules and regulations which may govern the work specified in this RFP. The cost of such compliance shall be borne entirely by Vendor, who shall hold TEMPLE SINAI harmless from any claims, demands or penalties arising from Vendor's failure to comply with the above.
3. Vendor hereby certifies that they possess all required certifications, licenses and insurances necessary to perform the services described within this Contract. Vendor also certifies that all individuals performing any of the services described are duly qualified through experience and education.
4. Vendors shall have in place sufficient internal controls to ensure that confidential information is safeguarded in accordance with all applicable laws and regulations.

Non-Discrimination

5. Services provided pursuant to this Contract shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

Payments

6. Payment shall be made within 14 days following the satisfactory rendering of services under the Contract upon approval by TEMPLE SINAI.
7. Payment will be made only after a correct, original invoice has been received from Successful Vendor.

8. Payment of any invoice shall not preclude TEMPLE SINAI from making a claim for adjustment for any services found not to have been in accordance with the RFP Documents.

Cancellation of Award/Termination of Contract

9. TEMPLE SINAI reserves the right to cancel the Contract, for any reason, in whole or in part upon 15 days written notice to the awarded Vendor. If the Contract is so cancelled, TEMPLE SINAI shall be liable only for payment in accordance with the payment provisions of the Contract for services or supplies rendered prior to the effective date of cancellation. No early cancellation or other penalties may be charged to TEMPLE SINAI because of its decision to exercise this right
10. In the event the Successful Vendor fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of this Contract, including but not limited to, untimely performance, inadequate adherence to the schedule, or other unsatisfactory performance, such failure shall constitute a breach of Contract and may result in termination of the Contract by TEMPLE SINAI.
11. In the event of breach, TEMPLE SINAI may provide written notice to the Successful Vendor of such breach. If the Successful Vendor does not cure such breach within a ten (10) day period of such notice, TEMPLE SINAI reserves the right to terminate said Contract immediately.
12. In the event of such termination, (i) the required services may be procured from the apparent responsible second low vendor or other sources so that the continuity of the operations may be protected, and (ii) the terminated Successful Vendor agrees to reimburse TEMPLE SINAI promptly for excess costs occasioned by such expenditures.

Non- Assignment

13. At no time during the duration of any Contract resulting from this Proposal, shall the Successful Vendor be allowed to assign any portion of this Contract to a third party without prior written approval by TEMPLE SINAI
14. The Successful Vendor may not engage subcontractors, hire others to perform all or part of this Contract, or otherwise delegate its obligations to perform under this Contract without the prior written approval of TEMPLE SINAI

Saving Clause

15. The Successful Vendor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, act of God or any other acts not within the control of the Successful Vendor, and which, by the exercise of reasonable diligence, the Successful Vendor is unable to prevent.

Severability

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

Failure to Enforce

17. TEMPLE SINAI's failure to enforce at any time, or for any period of time, the provisions of this Contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

Indemnification and Hold Harmless

18. The Successful Vendor agrees to defend, indemnify and hold harmless TEMPLE SINAI, their officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, error or negligence of the Vendor, its offices, directors, agents or employees in relation to the performance of the Contract.

Venue

19. The Proposal/Contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning the Proposal/Contract will be brought and adjudicated in Supreme Court, Orange County.

Taxes

20. No charge will be allowed for federal, state or municipal sales and excise taxes since the TEMPLE SINAI is exempt from such taxes. The price shall be net and shall not include the amount of any such tax. [Please remove clause if not applicable]

Entire Agreement

21. This Contract constitutes the full and complete Contract between the TEMPLE SINAI and the Vendor, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

Contract Construction

22. This Contract has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

Amendment

23. This Contract may be amended only in a writing signed by both parties.

Execution

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

Authority to Enter Contract

25. The undersigned representative of Vendor hereby represents and warrants that the undersigned is an officer, director or agent of Vendor with full legal rights, power and authority to enter into this Contract on behalf of Vendor and bind Vendor with respect to the obligations enforceable against Vendor in accordance with its terms.

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

VENDOR NAME: _____

TEMPLE SINAI

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

[TITLE of SIGNATOR]

TITLE: _____

VENDOR FORM

Name of Vendor: _____

Address: _____

Prepared By: _____

Title: _____

The undersigned declares that _____ carefully examined the RFP Documents, including, but not limited to, the General Terms and Conditions, Specifications, Attachments, and will furnish the service in compliance with such documents for the price(s) set forth in Vendor's Proposal.

The undersigned further agrees to be bound by the terms and conditions contained in RFP Documents in the event that TEMPLE SINAI accepts Vendor's Proposal.

The full name and the address of any firm or corporation of all persons interested in this RFP as principals are as follows:

Signature of persons, corporation or firm

Date: _____

Firm: _____

Phone: _____

Name: _____

Prepared by (Signature): _____

Email: _____

NON-COLLUSIVE BIDDING CERTIFICATION

Vendor Name: _____ Address: _____

1. General Certification:

- A. The Vendor certifies that they will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

1. Non-Collusion Certification

- A. By submission of this RFP, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint RFP 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 RFP have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other vendor or competitor;
2. unless otherwise required by law, the prices were not disclosed by the Vendor prior to opening, directly or indirectly, to any other contractor or to any competitor;
3. no attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not submit a RFP for the purpose of restricting competition.

- B. A RFP shall not be considered for award nor shall any award be made where II(B)(1)(2)(3) above have not been complied with; provided, however, that if in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the RFP a signed statement which sets forth in detail the reasons therefore. Where II(B)(1)(2) and (3) above have not been complied with, the RFP shall not be considered for award nor shall any award be made unless the head of the purchasing unit of TEMPLE SINAI which the RFP is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications of new or revised price lists for such items or (C) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning subparagraph (b).

1. Certification and Authorization

- A. Any RFP hereafter made to TEMPLE SINAI and where such RFP contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the Vendor, and such authorization shall be deemed to include the signing and submission of the RFP and the inclusion therein of the certificate as to the non-collusion as the act and deed of the corporation.

Signature

Title

Date

NONDISCLOSURE AGREEMENT

In acknowledgement of the sensitive nature of physical security systems, and the role of security systems in safeguarding both persons and property, the Vendor acknowledges and agrees that any information provided by Temple Sinai, relating to current security systems as well as the product and services to be supplied by the Vendor, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by the Vendor, whether during the term of an agreement with Temple Sinai or at any time thereafter, except solely as required in the course of the Vendor's performance of services under its agreement with Temple Sinai. The Vendor nor any person in employ of the vendor, nor any mutually agreed upon subcontractor, nor anyone in employ of the subcontractor, shall not disclose any of Temple Sinai's records, materials, or other data to any third party, other than its attorneys or other individuals within the Vendor's related business entities who have a need to know, and who agree in advance not to make further disclosure or unless required to do so by applicable law. The Vendor nor its agents shall not distribute any information regarding the current or new security system at Temple Sinai, blueprints of the layout of Temple Sinai, photographs or images of Temple Sinai, or information or identification regarding any personnel, congregants, staff or members of Temple Sinai. The Vendor and its agents will not disclose any personnel or policies related to security at Temple Sinai.

The Vendor acknowledges that any breach of the afore-mentioned non-disclosure items by itself or agents acting on its behalf – whether intentional or accidental – may result in immediate termination of their contract, as well as potential civil proceedings by Temple Sinai. The Vendor agrees to defend, indemnify and hold harmless TEMPLE SINAI, their officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, error or negligence of the Vendor regarding a breach of non-disclosure, its offices, directors, agents or employees in relation to the performance of this non-disclosure agreement.

Signature

Title

Date

DETAILED SPECIFICATIONS
SPECIFICATIONS AND REQUIREMENTS

I. PURPOSE OF THE RFP

1. Temple Sinai is Security Enhancing Blast Film for windows in the Synagogue. This project will involve the procurement of product and installation of the systems.
2. It is the policy of Temple Sinai to procure equipment after a thorough evaluation and determination of the most responsible vendor in a manner that is the most advantageous for Temple Sinai. In determining the most advantageous proposal, Temple Sinai will consider criteria such as the vendor's past performance, service consistency, service reputation and capability, customer satisfaction, and ability to deliver equipment and services in a timely manner. For this reason, Temple Sinai will not split up this RFP and will award the project to a single vendor.

Interested parties are invited to submit proposals and shall include the following:

II. SCOPE OF SERVICES

Temple Sinai is in need of blast film for exterior windows of the existing building.

Current windows include single pane windows of custom and standard size.

Prospective vendors must be experienced in evaluating the proposed product and providing the best possible solution, and installing the best type of security system for Temple Sinai's needs.

Security Enhancing Blast Film

The new product should meet the minimum requirement as listed in this document. This project will include windows in the following areas:

1. Lobby- The Lobby has large custom single pane windows that reach the ceiling, framed in metal.
2. Sanctuary- The Sanctuary has custom cut windows that are in the shape of triangles framed in wood.
3. Classrooms- Contain industry size windows and there are eight (8) classrooms.
4. Main Entrance- Contains floor to ceiling windows encased in metal.

Security Enhancing Blast Film Requirements

1. The film should prevent the window from shattering in case of an attack.
2. The film should limit visibility from the exterior while allowing visibility from the interior.
3. The film should work with our current windows.
4. The film should be the correct product for our facility..
5. The film should be low maintenance.

III. PROFILE

Vendor MUST include the following with the submitted proposal:

1. Name, address, phone number, email address, web site, and brief history of your firm (include local office locations.)
2. List a minimum of two references.
3. Include information about years of service in this business and detail professional experience in providing, installing, and servicing this type of equipment.
4. Include a cost proposal detailing equipment, personnel and all other costs associated with the project. Prices quoted must be valid for a minimum of 60 days from the close of this RFP.
5. Up to three (3) additional pages of additional information may be added if you deem it may be useful and applicable to this project.
6. Temple Sinai expects this project to be completed by April 28, 2020.
7. All costs associated with the completion of this project must be included by the vendor in the proposal. This includes, but is not limited to, delivery costs, travel, lodging and food costs of the

vendor, recurring fees to maintain the project under warranty, any permit costs, and human and material resource costs. All costs for equipment, software, licensing, cabling, consulting, etc. must be itemized and broken down on the proposal. If you are quoting government pricing, please list the source for the pricing and the contract number.

Please list the warranty on the equipment and the cost of a service contract to maintain the equipment on a yearly basis.

Temple Sinai must receive two (2) copies of proposal, one (1) copy mailed to Temple Sinai with postmark of April 16th and one (1) electronic copy emailed to miller.lisa@hvc.rr.com by 5:00 pm on April 16, 2020.

IV. DELIVERABLES

The Vendor must provide the following:

1. A comprehensive plan detailing the most cost effective strategies that address the goals detailed above.
2. Delivery cost of equipment to the designated delivery location.
3. Complete installation of the agreed upon system by the agreed upon date.
4. A post installation review by the vendor on the configuration and functionality of the system.

F. OTHER NOTES

The selected vendor/contractor will be permitted onsite between the hours of 9:00 a.m. to 4:30 p.m. - Monday through Thursday to work on the project. Temple Sinai expects the project to be completed in one weeks' time after all necessary permits are obtained.

The installation will take place at Temple Sinai 75 Highland Avenue, Middletown, NY 10940.

Materials, if delivered before the commencement of the project, will need to be delivered to Temple Sinai, 75 Highland Avenue, Middletown, NY 10940. Materials will only be accepted between the hours of 9:00 a.m. and 4:00 p.m. Monday through Thursday.

The Vendor will be required to provide valid identification to enter Temple Sinai. The Vendor's installer is expected to act and dress in a professional manner at all times when they are at Temple Sinai. *Refusal to do so may result in a termination of this contract.*

Site visits are allowed and preferred during the RFP process. Please contact Lisa Miller at 845-343-1861 to schedule a visit. It shall be the responsibility of the vendor to thoroughly read and understand the information, instructions, and scope of services contained in this RFP. Vendors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Vendor's own risk. No plea of error or ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Vendor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of Temple Sinai. Temple Sinai will assume that submission of an RFP means that the Vendor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

The system shall meet all the Building and Fire Codes adopted by the City of Middletown.

The contract entered into by Temple Sinai and the successful vendor for the work specified in this request for proposal shall be on a form specified by and provided by Temple Sinai. The provisions of the Temple Sinai contract will control in the event of a conflict or inconsistency among or between any provisions of the successful vendor's responsive proposal and the Temple Sinai contract form.

Temple Sinai reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of Temple Sinai, the Contractor shall furnish additional evidence as may be required by Temple Sinai (beyond that which is required in response to this RFP) to evaluate its ability and resources to accomplish that work required by the scope of services herein. Temple Sinai shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm, or corporation.

V. VENDOR INSURANCE REQUIREMENTS

A Vendor shall not commence work, nor shall Temple Sinai permit any contractor or vendor, under any contract with Temple Sinai to commence work, until the vendor has first obtained all insurance required under this paragraph, and such insurance has been approved by Temple Sinai; nor shall a Vendor allow any sub-contractor to commence work on a sub-contract until all similar insurance required of the sub-contractor has been approved by Temple Sinai. (A Vendor agrees to provide and maintain certificates of insurance evidencing the minimum insurance coverage and limits set forth below during the term of the contract, unless Temple Sinai or the City of Middletown, New York ordinance or bidding requirements specify a greater amount or additional type of insurance will be required. Such policies shall be in force and from companies acceptable and satisfactory to Temple Sinai to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the contract term.

A copy of the certificate of insurance shall name Temple Sinai/Middletown Hebrew Association, its officers, agents, employees, representatives and assigns as additional insured.

The policy of insurance shall contain no provisions that invalidate the naming of Temple Sinai as additional insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and shall not be construed in any way as a limitation on Vendor's duty to carry adequate insurance or on Vendor's liability for losses or damages under the Contract. The minimum insurance coverage and limits that shall be maintained by the Vendor and his subcontractors at all times while providing, performing, or completing the work are as follows:

1. **General Liability.** The Vendor shall carry a comprehensive general umbrella liability policy for all operations with limits of not less than \$1,000,000.00, each accident, for bodily injury liability and not less than \$1,000,000.00, each accident, for property damage liability.
2. **Worker's Compensation.** The Vendor is required to carry, with a company authorized under the laws of the State of New York, a policy for protection against liability under the Worker's Compensation and the Occupational Disease Statutes of the State of New York with limits of not less than \$500,000.00 per claim.
3. **Professional Liability Insurance.** The Vendor shall carry a minimum of \$1,000,000.00.
4. **Automobile Insurance.** The Vendor shall carry a minimum of \$1,000,000.00.

VI. INDEMNIFICATION

Upon entering into a contract with Temple Sinai, the Vendor agrees to protect, indemnify, hold and save harmless and defend Temple Sinai against any and all claims, costs, causes, actions and expenses, including but not limited to, attorneys' fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the contractor or municipality, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Vendor or any of Vendor's subcontractors hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of Temple Sinai or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the Vendor shall have no liability or damages of the costs incident thereto caused by the sole negligence of Temple Sinai or as otherwise provided by New York law.