

NASSAU HEALTH CARE CORPORATION

NASSAU UNIVERSITY MEDICAL CENTER

**2201 Hempstead Turnpike
East Meadow, NY 11554**

DESIGN SERVICES **FOR NASSAU HEALTH CARE CORPORATION** **REQUEST FOR PROPOSALS**

Submission Requirements:

- Proposals are to be submitted by Wednesday, Tuesday, August 18, 2009 before 3:00 p.m.
- Submit **One original, four (4) copies and one copy on CD** of your proposal to:

Concetta Bjelland
Executive Offices
Nassau Health Care Corporation
2201 Hempstead Turnpike
East Meadow, New York 11554
516 – 572 – 5774

- All questions should be directed to:

Robert Benrubi
Counsel to the President and CEO
Nassau Health Care Corporation
2201 Hempstead Turnpike
East Meadow, New York 11554
516 – 572 – 5840
rbenrubi@numc.edu

- Electronic or facsimile proposals will not be accepted.

Anticipated Schedule

- | | |
|----------------------|---------------------------|
| • Issue RFP | Monday, July 20, 2009 |
| • Proposals Due | Tuesday, August 18, 2009 |
| • Interviews, if any | Tuesday, August 25, 2009 |
| • Selection Made | Thursday, August 27, 2009 |

**NASSAU HEALTH CARE CORPORATION
REQUEST FOR PROPOSALS**

I. Proposal/Process To Be Followed

NHCC is requesting proposals for the services described in this Request for Proposals (“RFP”). Proposals shall be prepared and submitted as outlined below; proposals that do not conform to these requirements may be disqualified.

This RFP is available to interested parties through the NHCC office designated in above. It may also be downloaded by clicking on the “Procurement” link found on the NHCC website at www.numc.edu. All requests for information concerning this RFP should be directed to the contact office designated above in writing by the due date for information requests specified above, or if no date is specified, SEVEN (7) business days prior to the due date for proposals.

Proposers must submit **ONE ORIGINAL, FOUR (4) COPIES, and ONE (1) COPY ON CD** of their proposals by 3:00 p.m. on the Due Date specified above. Electronic or facsimile proposals will not be accepted.

Each written proposal must include the forms attached in Appendix I to this RFP. Each Proposer shall be notified whether it has been selected following completion of NHCC’s evaluation of proposals received. The selected Proposer will then enter into negotiations with NHCC regarding the specific terms of an appropriate agreement. If agreement cannot be reached with a selected Proposer within a reasonable time, NHCC may reject that Proposer and commence negotiations with one or more other Proposers.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

II. Contents of Proposals

- A. Name of the Proposer.
- B. Contact person for the Proposer, including name, address, phone and fax numbers, e-mail address and other contact information.
- C. Background information regarding the Proposer, including:
 - 1. Brief history of the Proposer’s firm and a description of all services it provides.

2. A summary description of its organizational structure (e.g., corporation, partnership, LLC, etc.), its history (including information on the date of its formation and the State of its formation), its management and ownership structure (including the name and address of its officers, and of each person, directly or indirectly holding a five (5%) percent or greater ownership interest in the Proposer.
3. A description of the Proposer's existing business operations, including number of employees by discipline.
4. Proposals must demonstrate the qualifications and experience of the Proposer specifically related to the services contemplated by this RFP.
5. Each proposal must include Proposer's financial information. This information is needed to ensure that each Proposer will be capable of performing its obligations under any agreement entered into between the Proposer and NHCC. Demonstration of the applicant's financial soundness shall be established by submitting the following information:
 - a. A copy of the Proposer's most recent annual audited financial statement and annual audited financial statements for the previous two years.
 - b. Copies of the Proposer's subsequent quarterly financial reports.
 - c. Detailed information of any changes in the mode of conducting the Proposer's business, including bankruptcy proceedings or filings, and merges or acquisitions within the past three (3) years.
 - d. List of any bankruptcy proceedings in the past ten (10) years initiated by or against the Proposer or any affiliate or related company.
6. At least three business references (including names of individuals, their titles, organizations, mailing addresses, telephone and fax numbers, and e-mail addresses).
7. A Proposer that is a licensed health care provider or other licensed entity must include information concerning any material negative findings, sanctions imposed or pending regulatory or legal proceedings.
8. Proposals must include the following:

- a. List of any and all criminal convictions within the last (10) ten years rendered against the Proposer, any officer or director thereof, or any affiliate or related company.
 - b. List of any and all civil penalties, judgments, consent decrees, violations, Statements of Deficiency or other sanctions within the last ten (10) years rendered against the applicant, any officer or director thereof, or any affiliate or related company.
 - c. List of any and all current investigations, indictments or pending litigation by any Federal, State or local jurisdiction initiated against the applicant, any officer or director thereof, or any affiliate or related company.
 - d. List of any and all actions occurring with the last ten (10) years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State, or local jurisdiction, by the applicant, any officer or director thereof, or any affiliate or related company.
 - e. List of any and all actions occurring in the past ten (10) years that have resulted in the barring from public proposal submission of the applicant, any officer or director thereof, or any affiliate or related company.
- D. Qualifications of Proposer to carry out this project or to provide these services, including a list of comparable projects and identification of individuals (including their names, titles, organizations, mailing addresses, telephone, fax numbers, and e-mail addresses) who may be contacted with respect to each comparable project.
1. Provide adequate information demonstrating experience on projects of similar scope and magnitude. Project start/completion dates and owner/client reference must be included.
 2. List all projects Proposer has completed (or are in progress) for the past eighteen (18) months. Give a brief description of each project, including owner, size of facility, type of work performed, and size of project and completion date.
 3. List the five (5) similar projects Proposer's firm has completed (or are in progress). Give a brief description of each project; include the size of the facility, owner and owner contact to be used for reference purposes. Also include project start and completion (proposed) date.
- E. The qualifications and experience of Proposer's staff and management for the project, including any proposed sub-contractors.

1. List the professional and support positions and number or personnel in each position. Provide resumes for all key staff and subcontractors (resumes must be no longer than two pages per individual).
 2. Provide an organizational chart that includes all personnel who will be committed to this project. Provide specific information as to their experience on projects similar to this one. For the project manager identified as part of the project team, provide the name and contact information of three clients with whom that person has worked on a similar project.
 3. List any professional sub-consultants that you intend to propose to provide services not available directly from your firm. Provide specific information documenting their work on similar projects.
- F. Scope of proposed services, including work plan and methodology.
- G. Fee and cost proposal that shall clearly identify and specify all elements of cost that would become charges to NHCC, in whatever form. Provide information on your billing practices, including reimbursable cost categories.
- H. List your general liability and professional liability insurance coverage.
- I. Any contingencies or conditions on the proposal.
- J. Information required in Appendix I to this RFP.
- K. Conflict of Interest
1. Please disclose:
 - a. Any material financial relationship that any employee of your firm has with any entity that may create a conflict of interest or the appearance of a conflict of interest in acting as contractor on behalf of NHCC.
 - b. Any family relationship that any employee of your firm has with any corporation, individual or other entity that may create a conflict of interest or the appearance of a conflict of interest in acting as contractor to NHCC.
 - c. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as contractor on behalf of NHCC.
 2. Please describe any procedures your firm either has, or would adopt, to assure NHCC that a conflict of interest would not exist for your firm in the future.

III. Confidential Information

The New York State “Freedom of Information Law,” Public Officers Law Article 6, permits access to government records and may permit public access to proposals submitted in response to this RFP. To protect any portion of responses that constitutes technical, financial or other data whose public disclosure would cause substantial injury to a Proposer’s competitive position, or would constitute disclosure of a trade secret, a Proposer must designate any sections of its proposal that meet those criteria. NHCC assumes no responsibility for disclosure of unmarked data for any purpose. NHCC will review such designations in making its determination whether disclosure is required, which determination shall be binding on the Proposer.

IV. Affirmative Action

It is the policy of NHCC to comply with all federal, state and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, and to take affirmative action in working with contracting parties to ensure that Minority and Women-owned Business Enterprises (MWBES), Minority Group Members and women share in the economic opportunities generated by NHCC’s participation in projects or initiatives, and/or use of NHCC funds. NHCC’s non-discrimination and affirmative action policy will apply to this initiative. MWBEs are encouraged to respond. A copy of each respondent’s equal employment opportunity policy statement and staffing plan of the anticipated workforce shall be included as part the response to this RFP.

V. Procurement Law Requirements

State Finance Law §§ 139-j and 139-k (collectively, the “Procurement Requirements”) apply to this RFP. The Procurement Requirements (1) govern permissible communications between potential respondents and NHCC with respect to this RFP during the procurement process; and (2) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation.

Compliance with the Procurement Requirements requires that (a) all communications regarding this RFP, from the issuance of this RFP through final award and approval of any resulting contract (the “Restricted Period”), be conducted only with the contact person(s) listed; (b) the completion by respondents of the Disclosure of Prior Non-Responsibility Determinations and the Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are attached to this RFP as attachments to Appendix I, and (c) periodic updating of such forms during the terms of any contract resulting from this RFP. Respondents must submit both of these forms, properly completed, as part of their proposals. The Procurement Requirements also require NHCC employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law

provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this RFP.

A copy of the State Finance Law Sections 139-j and 139-k can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>. All potential Respondents are solely responsible for full compliance with the Procurement Requirements.

VI. Selection Criteria

Proposals from responsible parties will be reviewed and evaluated from the following:

- Knowledge of environmental healthcare design, including compliance with all applicable laws, codes, rules and regulations;
- Prior work experience in healthcare design;
- Demonstrated expertise in coordinating design efforts (both interior and exterior);
- Knowledge of LEED, green design and green materials;
- Fee structure

VII. Terms and Conditions

A. This RFP constitutes an invitation to make proposals to NHCC. Accordingly, this RFP does not commit NHCC to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, NHCC reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. NHCC reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of NHCC to so do. NHCC reserves and, in its sole discretion, may exercise any or all of the following rights and options with respect to this RFP, any proposals and any related agreements, without incurring any liability to Proposers:

1. NHCC reserves the right to disqualify any and all proposals that fail to meet the requirements specified in this RFP.
2. NHCC reserves the right to determine whether to interview some or all of the Proposers, and to conduct such interviews privately.
3. NHCC reserves the right to select and enter into a contract with the Proposer whose proposal best satisfies NHCC's overall interests.
4. Because this RFP is not a "competitive bid" process, the Proposer submitting the lowest cost proposal, or the proposal projecting the greatest financial benefit to NHCC, may not necessarily be selected.

NHCC instead reserves the right to select the proposal it believes to be most beneficial to NHCC, with financial terms not being the sole determinative factor. NHCC's decision-making and selection process will be discretionary and will be based on a variety of factors. By submission of its proposal, each Proposer expressly understands, acknowledges and accepts that this is not a "competitive bid" process, and that NHCC is under no obligation to award a contract through competitive bidding, or at all.

5. NHCC reserves the right to waive or extend deadlines.
 6. NHCC reserves the right to accept proposals in whole or part.
 7. NHCC reserves the right to conduct investigations with respect to the qualifications of each Proposer, to make field investigations with respect to such proposals (including visits to the Proposer's business offices or field operations).
 8. NHCC reserves the right to request additional information from any Proposer and to rely upon any information obtained through NHCC's own investigations.
 9. NHCC reserves the right to cancel this RFP at any time whatsoever, with or without the substitution of another RFP.
 10. NHCC reserves the right to supplement, amend or otherwise modify this RFP.
 11. NHCC reserves the right to issue additional or subsequent RFPs with regard to the subject matter of this RFP.
 12. NHCC reserves the right to negotiate with any Proposer, or with all or none of the Proposers. NHCC has no obligation to offer Proposers the opportunity to meet or exceed terms negotiated with a selected Proposer.
 13. NHCC reserves the right to discontinue negotiations at any time and in NHCC's sole discretion.
 14. NHCC reserves the right to request new or revised proposals, including monetary terms from any Proposer at any time.
- B. Preparation of a response to this RFP will be at the cost, expense and risk of the Proposer, with the express understanding and agreement of the Proposer, irrespective of whether it is selected, that it waives all claims whatsoever for reimbursement from NHCC for any cost or expense incurred in the preparation of its proposal and any subsequent contract negotiation.

- C. Each and every submitting Proposer expressly understands and agrees that this RFP is not, and shall not be construed as, an offer or an enforceable contract.
- D. The contract, if any that is negotiated with a selected Proposer shall constitute the entire agreement between NHCC and the selected Proposer, and shall set forth all the terms and conditions applicable to the subject matter of this RFP. In the event of a conflict between this RFP and that contract, that contract shall control.
- E. No Proposer who has submitted a proposal to NHCC shall have the right to assign its submitted proposal to a third party or the right to enter into an agreement with third parties to perform the services on Proposer's behalf without the prior written consent of NHCC, which consent may be withheld in NHCC's sole discretion.
- F. This RFP shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles. All actions or proceedings relating, directly or indirectly, to this RFP shall be litigated only in courts located within Nassau County or in the United States District Court for the Eastern District of New York. Each Proposer (by virtue of the submission of its proposal), submits itself, its successors and/or assigns (if any) to the personal jurisdiction of such court, and waives any right to trial by jury.
- G. The proposal shall be signed by an official authorized to bind the Proposer, and shall contain a statement to the effect that the proposal is a firm offer for a one hundred eighty (180) day (or more) period. The proposal shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate and contractually bind the company, and who also may be contacted during the period of contract.
- H. Proposals submitted become the property of NHCC. By submitting a proposal, the Proposer agrees not to make any claims for or have any right to damages because of any misunderstanding, misrepresentation or lack of information.
- I. Ownership of Work Product - Ownership of any work developed under this order, and all right title and interest therein shall vest in NHCC. This includes any and all data sets and computer programs created for this analysis including any enhancements to existing data sets provided by NHCC. This includes any and all work materials, draft plans, preliminary analyses, and all other work materials created by the contractor for this contract. In order to effectuate the foregoing, it is expressly understood and acknowledged that the work shall be deemed to be a work made for hire under the U.S. copyright laws. In the event that the work is determined by a court or competent jurisdiction not to be a work made for

hire under the U.S. copyright laws, this agreement shall operate as an irrevocable assignment by the successful bidder/vendor to NHCC of the copyright in the work, including all right, title and interest in perpetuity.

APPENDIX I

REQUIRED DISCLOSURE OF INFORMATION: THE FORMS SET FORTH BELOW MUST BE FULLY COMPLETED AND RETURNED WITH A RESPONDING PROPOSER'S SUBMISSION. A SUBMISSION WILL NOT BE CONSIDERED COMPLETE WITHOUT SUBMISSION OF THIS ATTACHMENT.

1. Contractor Disclosure of Contacts

Instructions:

New York State Executive Order Number 127 (EO 127) provides for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions.

In the first instance, Section II, paragraph 1 of EO 127 obligates a covered agency or authority (*e.g.*, NHCC) to obtain identifying information on every person or organization retained, employed or designated by or on behalf of the contractor (*i.e.*, the "Proposer" or "you") to attempt to influence the procurement process. NHCC is also obligated to collect information on whether such person or organization has a financial interest in the procurement.

Thereafter, Section II, paragraph 2 of EO 127 continues to obligate a covered agency or authority to obtain such identifying information on every person or organization subsequently retained, employed or designated by or on behalf of the Proposer to attempt to influence the procurement process.

This form must be completed and submitted with your proposal in accordance with Executive Order Number 127 (EO 127). Failure to complete and submit this form shall result in a determination of non-responsiveness and disqualification of the bid, proposal or offer. If at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this bid, proposal or offer.

Disclosure of Contacts Form

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Is this an initial filing in accordance with Section II, paragraph 1 of EO 127 or an updated filing in accordance with Section II, paragraph 2 of EO 127? (Please circle one):

Initial filing

Updated filing

The following person or organization was retained, employed or designated by or on behalf of the Contractor to attempt to influence the procurement process:

Name: _____

Address: _____

Telephone Number: _____

Place of Principal Employment: _____

Occupation: _____

Does the above-named person or organization have a financial interest in the procurement?

(Please circle one) yes no

2. Contractor Disclosure of Prior Non-Responsibility Determinations

Instructions:

New York State Executive Order Number 127 (EO 127) obligates a covered agency or authority to make a determination of responsibility of the proposed awardee for a procurement contract. EO 127 mandates consideration of whether a contractor has intentionally provided false or incomplete information under such Order within the last five years, and whether a contractor has failed to timely disclose accurate and complete information or otherwise cooperate in the implementation of the Order. For more information on responsibility determinations, please see the New York State Procurement Bulletin entitled “*Best Practices - Determining Vendor Responsibility*” issued by the New York State Procurement Council, May 1999, for more information on responsibility determinations. See <http://www.ogs.state.ny.us/procurecounc/pdfdoc/BestPractice.pdf>.

3. Contractor Certification of Compliance with Executive Order 127

Instructions:

New York State Executive Order Number 127 (EO 127), section II, paragraph 7 requires that every procurement contract subject to its provisions contain a certification that all information provided to the soliciting agency or authority regarding EO 127 is complete, true and accurate.

Contractor Certification of Compliance with Executive Order 127

Contractor certifies that all information provided to NHCC with respect to Executive Order Number 127 is complete, true and accurate.

By: _____

Name: _____

Title: _____

Organization: _____

Address: _____

Date: _____

SCHEDULE A **DESCRIPTION OF SERVICES SOUGHT** **AND ADDITIONAL CRITERIA**

Please read the full text of the Request for Proposals to which this Schedule is attached for important information concerning the terms of this Request for Proposals and additional required information.

1. Introduction/Background

The Nassau Health Care Corporation (“NHCC”, or the “Corporation”), a New York State public benefit corporation created by the Public Authorities Law of the State of New York, is a 1,200 bed health care system. NHCC operates the Nassau University Medical Center, a 631-bed tertiary care teaching hospital (“NUMC”); the A. Holly Patterson Extended Care Facility, an 589-bed skilled nursing facility; and six Diagnostic and Treatment Centers (the “Community Health Centers” or “CHCs”). NHCC is affiliated with the North Shore-Long Island Jewish Health System and the Health Sciences Center of the State University of New York at Stony Brook and maintains a strong commitment to the education of healthcare providers. NHCC has a proud tradition of service and caring to the people of Long Island, and particularly the Nassau County community. Today, its staff of over 3,300 treats more than 72,000 persons annually in its Emergency Department, 23,000 in-patients, 2,000 deliveries, and more than 200,000 patient visits in over 85 specialized clinics.

Currently, NHCC is planning for and undertaking between \$700 million and \$1 billion in redesign, rehabilitation and new construction of many facilities over the next five to seven years. Included in this effort are the construction of a “Village for Healthy Living” at NHCC’s 50-acre East Meadow campus, and the construction of the “Senior Village at Patterson” at NHCC’s Uniondale campus. The Village for Healthy Living will include a new Ambulatory Pavilion; Medical Office Building; Ambulatory Surgery; resident housing; and a wellness center. The Senior Village at Patterson will include a new A. Holly Patterson Extended Care Facility; Community Health Center; 29-unit dialysis clinic; and new independent living senior housing and commercial and office space. In addition, NHCC is undergoing a major modernization of the NUMC hospital, which will include construction of a new emergency department; redesign of its first floor lobby; and a host of other projects.

Related to these capital projects, NHCC’s current business plan includes a greater focus on consistency of design throughout all of NHCC’s facilities, with considerations of green design, a welcoming environment to patients and families in facility entrances, and designs that will help to enhance NHCC’s reputation as a high quality care provider. This RFP is to procure the services of a qualified individual or firm to provide design consulting services so that NHCC can achieve these business objectives.

2. Scope of Services

This Request for Proposal is for interior design services for all of NHCC’s facilities. Nassau Health Care Corporation expects that their designer will:

- Work with NHCC architects, contractors and appropriate personnel to ensure that design is consistent across all projects, including both interior and exterior design;

- Consult with NHCC architects, contractors and personnel on durable, environmentally friendly furniture, fixtures and building materials, and work with appropriate NHCC personnel to procure appropriate products;
- Perform all service related to the interior design of healthcare facilities

The Designer shall maintain compliance with all applicable state federal and county laws and regulations. In addition, the Designer shall follow requirements of NHCC's policies, procedures and performance improvements programs, including sentinel events/occurrences. Furthermore, the Designer shall maintain compliance with applicable standards of accreditation programs as required by NHCC, e.g., New York State Department of Health, the Joint Commission on Accreditation of Healthcare Organizations, if applicable.

Designer, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with standards prescribed by NHCC and State Comptroller. Such books and records shall at all times be available for audit and inspection by the State Comptroller, or duly designated representative, or by NHCC. All such books and records shall be retained for a period of six (6) years after the completion of all the services described in this agreement. Designer further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this agreement, the Designer agrees that it will make available upon written request by the Secretary of Health and Human Services, or by the Comptroller General of the General Accounting office, or any of their duly authorized representatives, a copy of this agreement and any executed amendments thereto, documents which relate to the calculation of the charges in the agreement and copies of service reports documenting service performed. Such records will be available in accordance with the above for a period of six (6) years after the furnishing of any of the services described in this agreement.

Designer agrees to require each of its employees, partners or agents assigned to the performance of duties pursuant to this agreement, to observe said requirements. Any breach of confidentiality by Designer, its employees, partners, agents or representatives shall be cause for immediate termination of the contract agreement. Designer agrees all the materials developed for the use of NHCC shall become the exclusive property of NHCC and may be used at any time in any way by NHCC.

Designer shall, at NHCC's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against NHCC, and/or their agents, officers or employees in any such suit, action of other legal proceeding; and Designer shall pay any and all damages to the property of NHCC for loss or theft of any property, done or caused by Designer, its officers, agents, employees, guests patrons or invitees.

Designer shall procure and keep in force during the term of this agreement or any renewal thereof, at its own cost and expense, a comprehensive general/professional liability insurance policy written by an insurance company authorized to do business in the State of New York naming both Designer and NHCC (to the extent available) as insured against any claims for any and all persons for bodily injuries, personal injuries, liability, and property damage on the final liability insurance arising out of any activity pursuant to this agreement. Such policy shall have a combined single minimum limit of liability for bodily injury including death, property damage and professional liability of \$1,000,000.00 single occurrence and \$3,000,000.00 dollars aggregate coverage.

Designer shall secure Worker's Compensation Insurance for the benefit of such of its employees as must be so insured in compliance with the Worker's Compensation Law, and shall keep insurance in full force and effect during the term of this agreement.

Copies of the above mentioned policies, or satisfactory certificates of insurance reflecting such coverage shall be delivered to NHCC upon request. Failure of Designer to procure or maintain such insurance policies shall be deemed a substantial violation of the terms of this agreement.