

***ENERGY IMPROVEMENT
CORPORATION (EIC)***

*REQUEST FOR PROPOSAL INDEPENDENT
AUDIT SERVICES
FISCAL YEARS 2017-2019*

Mark Thielking, Executive Director
Kathryn Hoenig, Chief Operating Officer
Alain Pierroz, Treasurer

Submission Deadline 11:00 am, October 25, 2017

**ENERGY IMPROVEMENT CORPORATION
REQUEST FOR PROPOSAL FOR INDEPENDENT AUDIT SERVICES**

Purpose of Request

Energy Improvement Corporation (hereinafter “EIC” or “Corporation”) is requesting proposals for the purpose of retaining qualified independent public accountants licensed to practice in the State of New York to submit written fixed fee proposals to conduct an annual audit of the financial accounts and records of EIC in accordance with specifications outlined herein.

Specifications may be requested from EIC’s Treasurer, Alain Pierroz, 2051 Baldwin Road, Suite 107, Yorktown Heights, NY 10598 or by e-mail to alainp@energizeny.org

All proposals are due in the office of EIC, 2051 Baldwin Road, Suite 107, Yorktown Heights, NY 10598, no later than **October 25, 2017 at 11:00 a.m.**, prevailing time.

EIC reserves the right to waive any informality in the proposals, or to reject any and all proposals.

The policy of EIC is to encourage significant, meaningful participation of business enterprises owned by minorities and/or women (MBE/WBE) in projects and contracts funded by EIC.

July 27, 2017

Alain Pierroz
Treasurer

ENERGY IMPROVEMENT CORPORATION

REQUEST FOR PROPOSALS FOR INDEPENDENT AUDIT SERVICES

I. Purpose of Request

EIC is requesting proposals for the purpose of retaining qualified, independent, certified public accountants, licensed to practice in the State of New York (“State”), to submit written fixed fee proposals to conduct an annual audit of the financial accounts and records of EIC, in accordance with specifications outlined herein. The audit engagement period shall cover the calendar years ending December 31, 2017, through December 31, 2019, subject to annual EIC Board approval.

II. Description of EIC

The Corporation was formed on July 7, 2011 pursuant to Section 1411 of the Not-For-Profit Corporation Law of the State as a New York State Public Authority, Local Development Corporation.

The Corporation’s purpose and quasi-public objective is to promote the public good and thereby lessen the burdens of government in those municipalities that have joined the Corporation as members (“Member Municipalities”), and to act in the public interest. The Corporation achieves this purpose by providing low-cost financing and community-based support for energy efficiency and renewable energy upgrades for building owners in the Member Municipalities as authorized in Article 5-L of the General Municipal Law (“GML”) of New York State.

In furtherance of the State’s energy policy to achieve statewide energy efficiency and renewable energy goals, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy through the deployment of renewable energy systems and energy efficiency measures, the Corporation is empowered by its Member Municipalities to provide financing to property owners for the installation of renewable energy systems and energy efficiency measures. The Corporation has two areas of focus: (1) Energize NY (“ENY”) marketing and outreach services to commercial and individual building owners and (2) financing services for qualified commercially owned properties through Energize NY Finance (“ENY Finance”).

The Corporation’s objective is to increase energy efficiency in buildings to reduce energy use and costs, support and develop the local economy, and improve the quality of life (health, safety, comfort, and air quality) in Member Municipalities. The Corporation seeks a market transformation that dramatically increases the adoption of renewable energy and energy efficiency upgrades from a historically low baseline of less than one percent of New York buildings to a significantly higher concentration in the Corporation’s areas of operation.

The Corporation increases the number of energy assessments and clean energy upgrades in its Member Municipalities by: (1) leveraging NY State’s Property

Assessed Clean Energy (“PACE”) law to offer Energize NY PACE (“ENY PACE”) capital to building owners to finance their energy upgrades through ENY Finance; (2) engaging with commercial property owners and energy service companies to facilitate clean energy projects through Energize NY Commercial (“ENY Commercial”); (3) engaging with local municipal and community leaders to launch and support clean energy programs through Energize NY Member Services (“ENY Member Services”); and (4) deploying a tested toolkit that supports homeowners with building upgrades and includes a robust community-based marketing effort, web services and social media through Energize NY Residential (“ENY Residential”).

BUSINESS ACTIVITIES & OPERATIONS

THE CORPORATION MEMBERSHIP & MEMBER SERVICES

In 2016, the Corporation increased its membership 29%, adding seven new Member Municipalities for a total of 31 Member Municipalities. An additional six municipalities have passed the local law required to become a Member Municipality and begin offering ENY PACE financing for clean energy projects. These 37 member Municipalities represent over 50% of the non-New York City population of the State.

The Corporation launched its ENY Member Services effort in the second quarter of 2014 and continued its efforts through 2017. Member Municipalities have access to the Corporation’s facilities and staff to design a range of services that best match the goals and characteristics of each Member Municipality. Beyond those basic services, the Corporation staff can provide strategic advice on accessing and developing additional assets that further leverage ENY Member Services such as leveraging unused Federal Qualified Energy Conservation Bond (“QECCB”) bonding authority. While at the broadest level, the Corporation provides ENY Finance, ENY Commercial and ENY Residential services, the specific services offered to property owners in each Member Municipality are driven by local economic development, energy and sustainability goals and by the availability of targeted funding streams.

At the end of 2015, the Corporation established the Municipal Tax Delinquency Fund (“MTDF”), a service to provide the Corporation’s Member Municipalities with a ready source of funds during the pendency of a delinquent tax charge payment associated with an ENY financing. Because a Member Municipality is required under its agreement with the Corporation to pay all tax charges associated with ENY financings regardless of whether or not it collects the charge from the property owner receiving the financing, the Member Municipality will need to source missing tax revenues from other sources if a property owner does not pay the tax charge when due. Participation in the MTDF is optional at the election of the Member Municipality and requires the Member Municipality to sign a separate agreement governing the MTDF and to pay an annual fee. The MTDF is funded by a 0.25% fee charged on ENY financings beginning in 2016 and a \$5 million letter of credit (“LOC#2”), from NY Green Bank that the Corporation activated at the end of 2015.

As of the end of 2016, the value of the MTDf less the LOC#2 was \$1,790.91, and no municipalities have elected to participate in the MTDf.

ENERGIZE NY PACE

EIC created ENY PACE, NY State's version of PACE financing, a transformative product that enables eligible not-for-profits and commercially owned buildings access to project financing for deep energy efficiency upgrades and renewable energy projects. In order to offer ENY PACE to their residents, Member Municipalities must pass a local law that activates GML Article 5-L and enables a property owner to pay for energy improvements through a special tax assessed to the property for that purpose. This ensures access to low cost capital with up to 20-year loan terms, automatic transferability and other benefits that increase the value of the property while reducing energy costs. The Corporation began offering ENY PACE to its Member Municipalities late in 2014 after securing a \$3 million warehouse capital line from First Niagara Bank. The Corporation completed its first project financing in March 2015. In 2016 the warehouse capital line was renewed and increased to \$4.675 million with KeyBank (formerly First Niagara Bank).

The Corporation completed eight PACE financings in 2016 for a total of \$1,372,549. As of December 31, 2016, the Corporation has completed a total of \$1,700,344 in PACE financings. The Corporation committed to finance two additional projects totaling \$301,198 in PACE financings as of the end of 2016.

Long Term Financing Strategy

Since energy project financings can extend up to 20 years, the Corporation has developed a long-term financing strategy of issuing bonds to pay off its short-term warehouse line of credit, thereby mitigating the risk of volatile interest rate movements. In 2015, Banc of America Capital Corp. ("Banc of America") committed to purchase up to \$75 million of the Corporation's long-term bonds. The Corporation anticipates continuing to issue bonds periodically to lock in long-term interest rates as the Corporation's financing portfolio grows.

The Corporation has retained the services of the PFM Group, a leading independent municipal financial advisory firm, to help manage the risks associated with PACE financings and develop request for proposals ("RFP") to seek participation by financing services provider(s) to assist the Corporation with final structuring and the offering of longer term bonds to replace draws made on the KeyBank (or future) lines of credit, and/or directly purchasing the Corporation's obligations secured by the aforementioned special property tax assessments.

The Corporation Lending Capital

The Corporation has secured a total of \$79.675 million in capital from Banc of America and KeyBank. In 2016, the Corporation amended its Warehouse Line of Credit agreement with KeyBank to increase the amount of the line from \$3 million

to \$4.675 million. This line of credit is used to provide initial capital to the Corporation's ENY PACE Finance service. Interest costs to the Corporation under this arrangement can fluctuate with general market changes in interest rates.

The Corporation issues longer term bonds to Bank of America and uses the proceeds of those bonds to pay off its obligations to KeyBank under the Warehouse Line of Credit and lock in long-term interest rates as the Corporation's portfolio grows. As of December 31, 2016, the Corporation has issued three bonds to Banc of America for a total face amount of \$935,584, containing multiple sub-series, with terms ranging from 10 to 20 years. These bonds are secured by the Corporation's receipt of special property tax assessment revenue from Member Municipalities as authorized by the GML Article 5-L.

Loan Loss Reserves

As part of the long-term financing strategy, and in accordance with the agreements with KeyBank and Banc of America and its Member Municipalities, the Corporation has established reserves totaling \$644,855 originated from federal sources. The Corporation also has a \$500,000 NY Green Bank Letter of Credit ("GBLOC #1") issued to the Corporation to provide reserve support to protect the Corporation's creditors and Member Municipalities. This Letter of Credit is valid through July 31, 2018. The Corporation received \$3,904 in additional funding for the reserves from lending activities and interest on the established reserves with the goal of improving the Corporation's credit standing and building a larger municipal loss reserve.

ENERGIZE NY COMMERCIAL

ENY Commercial supports and provides outreach to commercial and not-for-profit property owners in member communities. The ENY Commercial team assists local property owners with navigating NYSEDA and utility incentive programs, completing the ENY PACE pre-application and application forms, finding a certified building appraiser, securing construction loan financing, accessing qualified contracting and engineering firms and design teams, assembling required documents, obtaining lender consent, and providing third party analysis of the financial impact of the proposed project.

ENERGIZE NY RESIDENTIAL

ENY Residential provides direct support to communities looking to reduce energy wasted in homes. An average New York home wastes about 30% of the energy used to heat and cool it. Methods to fix this issue are well understood, but homeowners are confused by the choices of contractors, programs, and energy options. ENY Residential staff and local community partners help homeowners take advantage of the State's "comprehensive energy assessment" to identify where the home is wasting energy, help them identify State certified energy efficiency contractors, State incentives and financing options, and offer homeowners free energy coach consultations. Ultimately, homeowners throughout the Member Municipality make

their homes more comfortable while significantly reducing energy costs. Throughout 2016, ENY Residential operated within 15 Member Municipalities located in Westchester County and assisted 222 homeowners to complete energy upgrades, bringing the total number of completed upgrades to 1,178 since the program launched in 2011.

Additional information about EIC and its operations can be obtained through its website at www.energizeny.org.

III. Description of Accounting Records

EIC maintains its general accounting records in accordance with generally accepted accounting principles in the United States of America as prescribed by the Governmental Accounting Standards Board (“GASB”). All accounting records are maintained using QuickBooks Online software.

The financial statement presentation consists of a Statement of Net Position, a Statement of Activities, a Statement of Cash Flows and accompanying Notes to Financial Statements. These statements provide information on the financial position of the Corporation and the financial activity and results of its operations during the year.

The Statement of Net Position presents information on all of the Corporation’s assets and liabilities, with the difference between the two reported as net position.

The Statement of Activities presents information showing the change in the Corporation’s net position during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses reported in this statement include items that will result in cash received or disbursed in future fiscal periods (e.g., the receipt of amounts due from other governments or the payment accrued for compensated absences).

The Statement of Cash Flows provides information on the major sources and uses of cash during the year. The cash flow statement portrays net cash provided or used from operating, investing, capital and non-capital financing activities, if applicable.

IV. Scope of services

The audit engagement period shall cover the period beginning with the calendar year ending December 31, 2017, and ending with calendar year ending December 31, 2019, and the auditors shall render opinions on the financial statements for the years then ended. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

At the conclusion of the audit, a senior representative of the accounting firm shall appear before the Treasurer, EIC Management and the Audit Committee of the EIC Board to discuss the findings of the resulting audit and recommendations for improving EIC systems of internal control.

Over the course of the audit engagement period, the accounting firm shall, at no additional cost to EIC, make qualified staff members available to EIC for general consultation regarding accounting, auditing and financial reporting issues.

V. Audit Report Requirements

The following reports are required at the completion of each fiscal year of the engagement:

- A. An auditor's opinion whether the general purpose financial statements present fairly the financial position and results of financial operations of EIC in accordance with the accounting principles generally accepted in the United States of America.
- B. An auditor's statement whether an internal control system exists to provide reasonable assurance that EIC financial activity and records are managed in compliance with applicable laws and regulations.
- C. A management letter of comments and recommendations.

The accounting firm shall print, bind, and submit 10 copies of the aforementioned reports and one electronic copy of the aforementioned reports in pdf format to the EIC Treasurer.

The accounting firm shall conduct an annual audit planning meeting with the Treasurer prior to the beginning of each year's work, and shall conduct an annual exit conference with the Treasurer to review draft copies of the aforementioned reports, prior to issuance in final form. The final reports shall be provided no later than March 15th of each year. The accounting firm shall meet with the EIC Audit Committee once in the fall and a second time after completion of the Audit.

E-mail or telephone response time between the EIC and the accounting firm shall not exceed one business day and shall occur between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding holidays.

VI. Instructions to Proposers

An original and one printed copy of the Proposal, along with one electronic copy of the proposal in pdf format and other required documents must be submitted in a sealed opaque envelope clearly marked with the name of the Proposal and the name and address of the accounting firm. If the proposal is sent through the mail, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face thereof.

Firms mailing proposals shall allow sufficient time for delivery. Proposals must be received no later than 11:00 a.m. on October 25, 2017 at the following address:

Energy Improvement Corporation
Attn: Alain Pierroz, Treasurer
2051 Baldwin Road, Suite 107
Yorktown Heights, NY 10598

Those submitting Proposals do so entirely at their expense. EIC will not reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by EIC, or for participating in any selection interviews.

Submission of a Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

EIC is not responsible for any internal or external delivery delays that may cause any proposal to arrive beyond the stated deadline, and to be considered, proposals must arrive at the place specified herein and bear the time stamp of the EIC prior to the deadline.

EIC reserves the right to reject any or all proposals or any portions thereof and to negotiate with any one or more of the proposers, when it determines to do so in the best interests of EIC.

EIC reserves the right to waive any informality and to disregard all non-conforming, non-responsive, or conditional Proposals.

EIC may, at any time by written notification to all firms, change any portion of this RFP.

Proposals will be examined and evaluated by the EIC Treasurer together with the EIC Audit Committee and Board of Directors. EIC Board of Directors will make the final approval and award.

Proposals may be modified or withdrawn at any time prior to the opening date and time by an appropriate document executed and submitted in the same manner as a Proposal.

If within 24 hours after the Proposals are opened, any firm files a written notice with EIC demonstrating to the reasonable satisfaction of EIC that there was a material and substantial mistake in the preparation of its Proposal, that firm may withdraw its Proposal.

Each Proposal shall state that it is a firm offer for a period of 90 days from the Proposal opening date. After expiration of the firm-offer period, if no award has been made, a Proposal may be withdrawn if the accounting firm does so in writing directed to EIC, otherwise, Proposals remain in effect consistent with the terms of this RFP.

During the evaluation of Proposals, EIC may require clarification of information or may ask the firms to make an oral presentation to amplify or confirm Proposal contents.

All questions concerning this RFP shall be submitted in writing to the person designated below as the primary EIC contact. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received this RFP. Questions received on or after October 25, 2017 will not be answered. Only answers issued by written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

The Treasurer will be the primary contact person for EIC and all inquiries should be directed:

Alain Pierroz, Treasurer
Energy Improvement Corporation
2051 Baldwin Road, Suite 107
Yorktown Heights, NY 10598
(914) 302-7300 (x8113)
alainp@energizeny.org

All material submitted in response to this RFP will become the property of the EIC.

Copies of the prior Audited Financial Statements may be obtained by contacting the Treasurer at the above-referenced address and number as well as EIC website.

VII. Accounting Firm qualifications

Provide a statement of qualifications responding to the following:

- A. EIC is seeking firms with experience conducting audits of local

governments located in New York State, especially those who have experience auditing public authorities and local development corporations located in New York State and familiarity with the New York State Authorities Budget Office.

B. The firm must be a certified public accounting firm licensed to practice in New York State.

C. Provide as references at least five clients that are New York State municipalities for which audits have been conducted, preferably public authorities and/or local development corporations. References shall include entity name, contact name, contact title, contact telephone number and contact email address.

D. Describe the professional experience in state and/or local government audits, preferably those of public authorities and/or local development corporations located in New York State, of each senior and higher-level person to be assigned to the audit.

E. Annual fees for services to be rendered.

F. Provide any additional information, including additional services provided to government clients that will distinguish your firm in its service to EIC.

G. Be advised that the accounting firm shall furnish to the EIC, within five business days of a request by EIC, all information that the EIC deems necessary to determine the ability of the accounting firm to perform the work.

H. A regularly staffed office of the firm must be located within fifty (50) miles of EIC.

I. Conditional Proposals will not be accepted.

IX. Insurance Requirements

A. See Instructions to Insurance Exhibit. Questions regarding the insurance requirements should be referred to the Treasurer, Alain Pierroz at 914-302-7300 (x8113).

B. Indemnification and Hold Harmless Agreement – Form is attached and must be completed and signed prior to work commencing.

X. EIC Assistance to the Accounting Firm

EIC will provide the accounting firm with the following assistance in the preparation

of the required Audit reports:

- A. Preparation of year-end financial statements and schedules, including but not limited to those associated with assets, deferred outflows, liabilities, deferred inflows, net position, revenues, expenditures/expenses, debt, and capital/fixed assets.
- B. Completion of all written confirmation documents.
- C. Production of appropriate books, records and supporting documents.
- D. Reasonable workspace accommodations and access to a dedicated telephone line, and photocopy and FAX machines.

XI. Proposal submission Requirements

In order to simplify the evaluation process and obtain maximum comparability, EIC requires all accounting firms to submit proposals in the following format. Deviation from this format may result in disqualification of the Proposal.

A. Title Page

RFP Project Title
Name of Firm
Address, telephone number, e-mail address, and web address of the firm
Name of Contact Person
Title of Contact Person
Date of Submission

B. Letter of Transmittal (not to exceed 2 pages)

1. Briefly state the firm's understanding of the work to be done and make a positive commitment to complete all work and deliver all reports within the required time period.
2. Specify an all-inclusive fixed fee for which the work is to be performed, for each engagement year.
3. Provide the name, title and signature of a person authorized to bind the accounting firm, together with the main office address and telephone number

C. Table of Contents

D. Professional Experience (in addition to the information require under

“Accounting Firm Qualifications”)

1. Describe the firm’s experience with New York State local governments, especially any experience with New York State public authorities and/or local development corporations during the past five years.
2. Identify the specific supervisors who will be assigned to EIC and provide copies of their resumes. Supervisory Staff resumes must identify the specific education, training, and experience with municipal work these individuals have.

F. Compensation

1. State the total number of hours and hourly rate required by staff classification, for each major component of the engagement.
2. The proposal must include an annual fixed fee, inclusive of all compensation, travel, clerical, printing, administrative and overhead expenses for each of the following periods;

Calendar Year ending December 31, 2017 \$ _____
Calendar Year ending December 31, 2018 \$ _____
Calendar Year ending December 31, 2019 \$ _____

G. Additional Information

1. Provide additional information not specifically requested that is considered necessary for fair evaluation of the proposal and/or that would set your firm apart from others in its ability to perform the work outlined in this RFP.

ENERGY IMPROVEMENT CORPORATION
2051 Baldwin Road, Suite 107, Yorktown Heights, NY 10598

MINIMUM INSURANCE REQUIRED BY CONTRACTORS, SUBCONTRACTORS &
VENDORS

Insurance Exhibit

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors' employees.

Note: c) Energy Improvement Corporation and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to Energy Improvement Corporation and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A- 7' rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.

- d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insured for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least two years after completion of the Work.
- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Energy Improvement Corporation and their agents, officers, directors and employees shall be included as additional insured on the auto policy.
 - 3) Workers Compensation and Employers Liability
Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.
 - a) One of the following forms must be submitted to prove appropriate New York State Workers' Compensation insurance coverage:
 - Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or Form U-26.3 issued by the State Insurance Fund; or
 - Form SI-12 – Certificate of Workers' Compensation Self-Insurance; or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance; or

- CE-200 – Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage.

On forms where a certificate holder can be indicated, the certificate holder shall be named as Energy Improvement Corporation, 2051 Baldwin Road, Suite 107, Yorktown Heights, NY 10598, so that the insurance carrier will notify the EIC if a policy is canceled.

- b) One of the following forms must be submitted to prove appropriate New York State disability benefits insurance coverage:
 - Form DB-120.1 - Certificate of Disability Benefits Insurance; or
 - Form DB-155 - Certificate of Disability Benefits Self-Insurance; or
 - CE-200 – Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Coverage.
- 4) Property Insurance
The Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 5) The work to be performed by any and all subcontractors of the Contractor must be approved in writing by the EIC prior to any work is performed by such subcontractors. Prior to the commencement of any work, such subcontractors must purchase, maintain and submit proof of the same types and levels of insurance as required of the Contractor, including but not limited to listing Energy Improvement Corporation as certificate holder and Energy Improvement Corporation and their agents, officers, directors and employees as additional insured. It is the responsibility of the Contractor to obtain proof of insurance from any and all subcontractors approved by the EIC.
- 6) Certificates shall provide that 30 days written notice prior to cancelation be given to Energy Improvement Corporation. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Energy Improvement Corporation no less than 30 days prior to cancelation or renewal.

Safety Provisions

The safety provisions of applicable laws, building and construction codes and the safety rules approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration’s “Occupational Safety and Health Standards” and “Safety and Health Regulations for Construction” shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify Energy Improvement Corporation representative on the job site.

**Energy Improvement Corporation
Indemnification and Hold Harmless
Agreement**

To the fullest extent permitted by law, Contractor/Subcontractor/Vendor will indemnify and hold harmless Energy Improvement Corporation, it's officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor/Vendor, it's officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor/Vendor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor/Vendor will defend and bear all costs of defending any actions or proceedings brought against Energy Improvement Corporation, their officers, representatives, agents and employees, arising in any employee of the Contractor/Subcontractor/Vendor and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable Workers' Compensation, disability benefits or other similar employees benefit act.

The Contractor/Subcontractor/Vendor hereby expressly permits Energy Improvement Corporation to pursue and assert claims against the Contractor/Subcontractor/Vendor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

Company Title/Name: _____

Name: _____ Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

Please sign, date and return
to:

**Energy Improvement
Corporation Treasurer's Office
2051 Baldwin Road, Suite 107
Yorktown Heights, NY 10598**

