

ENERGY IMPROVEMENT CORPORATION  
A  
NEW YORK STATE NOT FOR PROFIT LOCAL DEVELOPMENT CORPORATION

GENERAL LEGAL SERVICES  
REQUEST FOR PROPOSAL

MARY BETH KASS, ACTING SECRETARY  
ENERGY IMPROVEMENT CORPORATION  
321 BEDFORD ROAD  
BEDFORD HILLS, NEW YORK 10507

Issued:

GENERAL LEGAL SERVICES

ENERGY IMPROVEMENT CORPORATION  
COUNTY OF PUTNAM

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**It is the EIC’s intention to select a single Attorney or firm to provide legal services described under Specifications. See “Instruction to Bidders, Section \_ for details on the form of the proposal that should be submitted.**

## **ADVERTISEMENT FOR REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that the Energy Improvement Corporation will be accepting sealed request for proposals FOR GENERAL LEGAL SERVICES. Request for Proposals will be received by the Acting Secretary of the Energy Improvement Corporation at 321 Bedford Road, Bedford Hills, New York 10507 until **4pm** local prevailing time on **November 1, 2011** and then at said office shall be publicly opened and read aloud.

Copies of information for those persons submitting proposals (hereinafter, "Bidders"), including Information for Bidders, General Conditions, Specifications, Non-Collusive Bidding Certification, and other documents included as part of this request for proposal (RFP) may be obtained at the Energy Improvement Corporation or the Town Clerk, Town of Bedford NY both at 321 Bedford Road, Bedford Hills, New York. This information will also be posted on the Energy Improvement Corporation website at [www.energyimprovementcorp.org](http://www.energyimprovementcorp.org)

The Energy Improvement Corporation hereinafter called the "EIC" or "Energy Improvement Corporation", reserves the right to reject any or all proposals and to waive any formality or technicality in any request for proposal in the interest of the EIC.

### STATEMENT OF NON-COLLUSION:

Bidders on the Contracts are required to execute a non-collusion bidding certificate pursuant to Section 103(d) of the General Municipal Law of the State of New York.

### STATEMENT OF EQUALITY

The Energy Improvement Corporation hereby notifies all persons submitting proposals that it will affirmatively insure that in regard to any Contract entered into pursuant to this advertisement, qualified bidders will be afforded full opportunity to submit request for proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, sex, age, disability or marital status in consideration for an award.

BY ORDER OF THE ENERGY IMPROVEMENT CORPORATION

MaryBeth Kass, Acting Secretary  
321 BEDFORD ROAD  
BEDFORD HILLS, NEW YORK 10507

BLANK

GENERAL LEGAL SERVICES

ENERGY IMPROVEMENT CORPORATION

INSTRUCTIONS TO BIDDERS

REQUIREMENTS OF REQUEST FOR PROPOSAL AND DELIVERY

**ALL PROPOSALS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.**

1.0 Receipt and opening of request for proposals.

The Energy Improvement Corporation invites proposals from qualified Attorneys with significant experience in municipal law and local development corporation matters, for GENERAL LEGAL SERVICES, as more fully described in the “General Conditions”, Specifications - Part 1 and Part 2. Proposals will be received at the office of the Acting Secretary of the Energy Improvement Corporation until the time stated in the Advertisement for Request for Proposals, and then at said place will be publicly opened and read aloud. Proposals received after the specific time will not be considered. A Proposal may be withdrawn prior to the specified time for public opening. No Proposal may be withdrawn after the time set for public opening. If the proposal is sent by mail, the Vendor shall be responsible for actual delivery of the proposal to the proper office before the deadline. Any proposal received after the deadline by any delivery method will not be opened. All electronically transmitted proposals will be disqualified.

It is the Energy Improvement Corporation’s intention to select a single Attorney or firm to provide legal services described under Specifications, Part 1 and Specifications Part 2.

2.0 Complete Proposals Required.

Vendors are required to provide all of the information requested in this RFP as well as any additional information or alternates requested. It is the Bidders responsibility to address all requested information thoroughly and to articulate clearly the benefits of the proposed service in meeting the needs of the Energy Improvement Corporation and the evaluation criteria established in this document. While the Energy Improvement Corporation may solicit additional information during the evaluation of the RFP's, the Energy Improvement Corporation will not be responsible for any omissions on the part of the Bidder. Vendors are cautioned to read the requirements carefully and follow the response format of this Request for Proposal as any deviation from the format and requirements listed, may be cause for rejection. No proposal will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

### 3.0 Number of Copies.

Bidders are requested to submit seven paper copies of their proposals and one digital copy. Digital copies must be submitted on either a CD/DVD or a USB flash drive. All digital proposals must be submitted in wpd., doc. or PDF format.

### 4.0 Preparation of Proposal.

- 4.1. Sealed envelope. Each bid shall be prepared on the forms contained herein, and the required number of copies submitted in one or more sealed opaque envelope(s). The envelope shall have the following information on the outside:

(4.1.1) Proposal for “GENERAL LEGAL SERVICES” with attachments.

(4.1.2) The name and address of the person/firm submitting the Proposal.

- 4.2. Proposals which are forwarded by mail must be enclosed in a separate envelope addressed as follows:

Proposal for: GENERAL SERVICES  
Energy Improvement Corporation  
Attn: Mary Beth Kass, Acting Secretary  
321 Bedford Road  
Bedford Hills, New York 10507  
Proposal for: GENERAL LEGAL SERVICES

- 4.3. Form of proposal. All blank spaces on the “Annual Fee for Legal Services Proposal Form” must be filled in. All prices provided on the Form, and accompanying sheets must be specified in both words and figures. Proposals must be signed in ink by the bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditioned or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal. Narratives or additional information provided by the bidder shall be in a legible font size, which typically shall be a 12 point font.
- 4.4. Non-Collusion Certification. Each Proposal must be accompanied by a non-collusion certification as required by General Municipal Law Section 103(d). The certification shall be signed by the bidder. A copy of non-collusion certification is annexed hereto.

4.5. The Proposal shall include the following information:

- Sealed envelope properly labeled
- Written Proposal including all information requested under Item 5, below
- Annual Fee for Legal Services Proposal Form
- Fee Schedule and Hourly Billing Rates
- Non-collusion certification
- Bidder Information Form
- Municipal References
- Disclosure of Interests Form

## 5.0 Proposal Content.

On a separate sheet provide a description of your firm, the firms capabilities and experience, including the following information.

5.1. Name, Address, and Telephone number of the Attorney (include local office address if different)

5.2. Name of Contact Person, Address and Telephone number.

5.3. Narrative about the history of the firm.

5.4. Date of inception.

5.5. Detailed resume of persons proposed to work directly with the Energy Improvement Corporation.

5.6. Provide detailed resumes and indicate level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP. Additionally, resumes should note any publication experiences of personnel, special training or education of personnel, etc.

5.7. Narrative about the resources of the Attorney.

5.8. A description of Clerical and Support Staff.

5.9. Library and Research Capabilities.

5.10. Technology Support – Computers, Printers and other equipment.

5.11. Expectations regarding adequate notice for meetings with EIC personnel.

5.12. Any potential conflicts of interest in representing the EIC.

5.13. Specific detailed litigation experience and include dates of when services were performed.

5.14. Experience with the areas of law described under “General Conditions” and “Specifications” contained herein.

5.15. Identify all municipal entities, including local development corporations and industrial development agencies that you currently represent.

5.16. Identify all municipal, including local development corporations and industrial development agencies entities that you have represented in the past seven years.

5.17 Other relevant information that the proposer may wish to provide.

## 6.0 Reference Evaluation.

A listing of three current or recent references of similar work must be furnished along with the proposal. Include the name, telephone number, and address of a contact person who may be contacted for verification of all data submitted. The following criteria (6.1 through 6.8) shall be considered either satisfactory or unsatisfactory and will be used as relevant inquiries of each reference.

6.1. Overall performance: Would you hire this firm again? Did they show the skills required to complete the required tasks? Were the right attorneys assigned to the case?

6.2. Timetable: Were the projects completed within the specified time? Were the interim deadlines met in a timely manner? Were telephone calls returned in a timely manner?

6.3. Completeness: Were the attorneys responsive to client needs? Did they anticipate problems? Were the problems solved quickly and effectively?

6.4. Budget: Were cases resolved within the estimated cost?

6.5. Working Relationship: Were the attorneys readily available, knowledgeable, thorough, creative and result-oriented?

6.6. Written Documents: Were the court pleadings, etc. well drafted, succinct and to the point? Were they complete?

6.7. Litigation and Courtroom Skills: Were the attorneys effective in court, well prepared, courteous and efficient? How were they received by witnesses, attorneys, juries and judges?

6.8. Expertise: How strong is the attorney's expertise in terms of the state of the law, recent developments and in applying the law to the facts.

7.0. List of Attorneys.

Bidder is required to provide a listing of attorneys, along with resumes for any attorneys that will be assisting in providing legal services pursuant to this RFP, or any contract which results from this RFP.

8.0 Conflicts of Interest.

As part of your submission, list any potential conflicts your firm might have due to work being done for outside parties.

9.0 Form of Proposal

The Proposal submitted should include the following information regarding the annual cost of legal services:

- 9.1. A lump sum price to provide the services described in the “Legal Service Specifications - Part 1” section. The lump sum cost should be provided on the “Form of Proposal” provided in this RFP.
- 9.2. On a separate sheet provide a detailed hourly fee schedule showing the rates for each of the professional or clerical staff for each individual that will be provided other legal or clerical service to the Energy Improvement Corporation for legal services that are described in “Legal Service Specifications - Part 2”.
- 9.2 On a separate sheet provide a list of any miscellaneous costs for which the Attorney may seek reimbursement including:
  - Copying
  - Photographs
  - Overnight delivery at actual cost, however, reimbursement for overnight delivery shall not be made unless the matter is time sensitive
  - Filing fees, stenographic services, process service fees, and court costs which shall only be reimbursed at actual cost
- 9.3 Identify any exceptions to the list of out-of-pocket costs for which the Attorney may seek reimbursement, however a reasonable cost can not be determined at this time such as expert witness fees.

#### 10.0 Addenda and Interpretation.

No interpretation of the meaning of the specifications or other RFP documents will be made to any bidder orally. Every request for such interpretations shall be emailed to the Energy Improvement Corporation at [bedfordnyenergy@gmail.com](mailto:bedfordnyenergy@gmail.com) and [tbregman@bedfordny.info](mailto:tbregman@bedfordny.info) and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be sent by facsimile and e-mail to all prospective bidders (at respective address furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of the proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his proposal submitted. Any addenda so issued shall become part of the contract document.

#### 11.0 Deviations from specifications.

Differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

12.0 Duration of Proposal.

Prices and Proposal shall remain firm and effective for at least sixty (60) days from the date of the opening of Proposals.

13.0 Proposal Price.

The prices quoted are to include the complete cost of providing the specified item including taxes, and all other incidental charges. It is expressly called to Bidders attention that Proposals are to be complete in all respects and that no extras of any kind be allowed. Prices shall be quoted as written in numbers and words. Where discrepancies occur, the words will govern.

14.0 Taxes.

The Proposal price shall not include any excise or sales taxes from which EIC is exempt.

15.0 EIC's reservation rights.

It is the Energy Improvement Corporation's intention that the Proposal will be awarded based on a combination of qualifications and Proposal price. The EIC reserves the right to select the Proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the EIC or to reject any and all Proposals and to re-advertise for Proposals. The EIC specifically reserves the right to waive any informalities of the Proposals tendered.

16.0 Liability of Errors.

While the Energy Improvement Corporation has used considerable efforts to ensure an accurate representation of information in this RFP, all Bidders are urged to conduct their own investigations into the material facts and the Energy Improvement Corporation shall not be held liable or accountable for any error or omission in any part of this RFP.

17.0 Selection of Proposal.

The Energy Improvement Corporation reserves the right to select a proposal other than the proposal with the lowest cost, reject any and all proposals, to waive defects in the submission whether substantial or otherwise, request modifications to proposal, to award a contract in part or in full, or not at all.

18.0 Financial Stability.

The successful Bidder must demonstrate financial stability. The Energy Improvement Corporation reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

#### 19.0 Qualifications of bidders.

The EIC may make such investigations as it deems necessary to determine the ability of the bidder to supply the items, and the bidder shall furnish the EIC all such information and data for this purpose as the EIC may request. The EIC reserves the right to reject any Proposal if the evidence submitted by or investigation of such bidder fails to satisfy the EIC that such bidder is properly qualified to supply the items. Conditional Proposals will not be accepted.

#### 20.0 Shortlist.

Unless there is a single successful Bidder based on the responses, the evaluation procedure will be to develop a shortlist based on the stated evaluation criteria. The shortlist of Bidders may be asked to participate in an interview/prepare a presentation and/or provide additional information prior to the final selection.

#### 21.0 Reimbursement of RFP Costs.

Costs associated with the preparation of a proposal, including but not limited to any transportation costs to any subsequent interviews shall be the sole responsibility of the bidder.

NOTE: Additional requirements may be found in the “General Conditions” and “Specifications” annexed hereto.

#### 22.0 Due Diligence

Bidders are expected to perform their due diligence on all aspects of the Energy Improvement Corporation, including its enabling legislation Sections 119 – ee, ff, gg of the NYS General Municipal Law and 209i NYS General Town Law. Associated reference materials regarding the Energy Improvement Corporation may be obtained at the offices of the Town Clerk, Town of Bedford NY or the Energy Improvement Corporation both located at 321 Bedford Road, Bedford Hills, New York. This information is also posted on the Energy Improvement Corporation website at [www.energyimprovementcorp.org](http://www.energyimprovementcorp.org).

## GENERAL LEGAL SERVICES

### ENERGY IMPROVEMENT CORPORATION

#### GENERAL CONDITIONS

The Energy Improvement Corporation is seeking a qualified Attorney/firm with significant experience in municipal law matters, to provide GENERAL LEGAL SERVICES. The Proposal submitted should include a lump sum price to provide the services described in the "Legal Service Specifications - Part 1" section of this RFP. On a separate sheet for each, provide a detailed schedule of rates for all partners, associates or employees sheet, for legal services described in "Legal Service Specifications - Part 2". Finally, bidders should include a list of any miscellaneous costs for which the Attorney may seek reimbursement.

The following General Conditions apply to all bidders, all Proposals submitted in response to this RFP, and all subsequent contracts.

#### 1.0 Qualifications of Bidder.

1.1. The Successful Bidder shall be an Attorney, duly admitted to practice law by the State of New York, with a current and valid registration, with a minimum of 5 years experience. The EIC expects that all legal work will be done by, or under the direct supervision of an Attorney with the aforementioned qualifications. The Attorney shall be personally and corporately responsible for the actions of his or her legal staff. For purposes of this Request for Proposal the term Attorney shall also mean a qualified law firm including all partners and/or associates of the firm, with not less than one-half of the Attorneys of the firm duly admitted to practice law by the State of New York, with a current and valid registration, with a minimum of 5 years experience.

1.2. In the performance of the services requested, the Attorney shall be an independent contractor. The Attorney shall perform the services on behalf of the EIC, however, the Attorney shall agree that neither it, nor its employees, agents, contractors, and/or subcontractors will hold themselves out as, nor claim to be, officers or employees of the Energy Improvement Corporation.

#### 2.0 Limitations on Work during Tenure.

2.1. The consulting Attorney must agree not to perform any private consulting work representing any individual or corporation making application to, or appearing before the Energy Improvement Corporation.

- 2.2. Attorney shall not employ independent consultants, associates, or subcontractors to represent or provide legal services to the Energy Improvement Corporation without the express consent of the Energy Improvement Corporation .
- 2.3 The Energy Improvement Corporation shall not be responsible for any physical injuries or death to the Attorney’s agents, servants, or employees or to any other person or for damage to any property sustained during the consulting Attorney’s operations and work under any subsequent contractual agreement between the EIC and the consulting Attorney resulting from any omission of action, commission of acts or error in judgment of any of the Attorney’s employees, agents, servants, or independent contractors or sub-contractors. The EIC shall not be responsible for the safety and protection of the consulting Attorney’s employees. The consulting Attorney’s shall hold harmless and indemnify the EIC from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the consulting Attorney, its officers, trustees, employees, agents, servants, or independent contractors or subcontractors to the extent set forth in the Insurance Requirements, contained in this request for Proposals.

### 3.0 Contract.

- 3.1 Acceptance of Proposal. The Energy Improvement Corporation may at its option notify a Bidder in writing that its proposal has been accepted and such acceptance shall at the Energy Improvement Corporation’s option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no Bidder shall acquire any legal or equitable rights or privileges whatsoever relative to the services until the Energy Improvement Corporation has delivered either a signed notice in writing to the Bidder or a fully executed written Contract to the Bidder.
- 3.2. The Energy Improvement Corporation desires to enter into a professional services Contract as the “Contract” for legal services, in the general form attached to this RFP. Within twenty-one days of the issuance of a notice of award, the Contractor shall execute a Professional Services Contract, in the form attached hereto or as may be amended by mutual agreement, for the performance of the serviced identified in this Proposal.
- 3.3 Unless otherwise agreed for a specific task and based on time and material in accordance with the submitted hourly fee schedule, compensation for services

rendered will be annual lump-sum fee submitted by Attorney in response to this RFP, paid in twelve equal installments. For specific legal services not covered under the “Specifications” list of services for which a lump sum proposal has been submitted, the EIC may request a fixed fee or a not-to-exceed fee on any given project, subject to any conditions and exceptions agreed to by the parties.

- 3.4 Duration. It is intended that the Contract will be for a duration of two years with up to two (2) one year extensions. The Contract for legal services may be terminated by either party by thirty days written notice. The Contract will provide for annual review of compensation and evaluation of performance. The Contract is nonexclusive and allows the Energy Improvement Corporation to obtain legal services from other providers if, for any given project, it determines such services to be necessary.
- 3.5 Contractual Relationship. No contractual relationship that results from this request for this proposal shall impose any liability or duty on the Energy Improvement Corporation for the acts, omissions, liabilities or obligations of the consulting Attorney, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the consulting Attorney, or for the payment of taxes or benefits of any nature including, but not limited to, health insurance, sales tax, unemployment insurance, worker’s compensation, disability benefits and social security.
- 3.6 Use of Other Legal Services. Any contractual relationship that results from this request for Proposals shall in no way limit whatsoever the Energy Improvement Corporation rights and abilities to use other Attorneys to provide legal services for any reason.
- 3.7 Payment. Not more frequently than monthly the successful bidder shall submit an invoice for payment of services. The invoice shall include a portion of the annual fee for services accepted by the Board of the Energy Improvement Corporation. The annual fee shall be paid in twelve equal installments. The invoice shall also include a detailed description of all additional services rendered by the Attorney or the Attorney’s staff for the proceeding month, the task for which reimbursement is sought, the dates on which the work was performed, and the time spent for which reimbursement is sought. The Attorney, and any other individual being invoiced shall at all times maintain a detailed log of time, task, activities and expenses for which payment is sought. The invoice shall be accompanied by an Energy Improvement Corporation voucher form, completed in all respects by the Attorney seeking payment. No invoice shall be submitted, and no compensation shall be paid for work that was

completed three months prior to the date that the invoice was received by the Energy Improvement Corporation.

- 3.8 Negotiation Delay. If any contract cannot be negotiated within sixty (60) days of notification to the designated Bidder, the Energy Improvement Corporation may terminate negotiations with that Vendor and negotiate a contract agreement with another Vendor of its choice.
- 3.9 Subcontracting. The successful Bidder shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Energy Improvement Corporation.

#### 4.0 General Requirements of Services.

- 4.1 The Attorney shall provide monthly billing statements based on logs kept by any individual for which payment is sought, which clearly indicate personnel and work performed, with dates and hours, categorized for each item on the list of services.
- 4.2. The selected Attorney will be expected to provide the Energy Improvement Corporation with copies of all work product without limitation which shall include legal opinions, reports, analyses, correspondence, and any other documents produced in connection with the consulting relationship with the EIC in printed form as well as in electronic form, as requested. The EIC shall own all rights, title and interest, including all copyrights and intellectual property rights, to all documents that are created in connection with the consulting relationship with the EIC. The Attorney shall provide all material prepared for each work project to the EIC directly. No information shall be released to any party other than the EIC without the approval of the EIC.

#### 5.0 Insurance.

- 5.1. It is a requirement of the Energy Improvement Corporation that the Bidder shall procure and maintain at his own expense, and without expense to the Energy Improvement Corporation, the insurance specified in this RFP, and shall maintain said insurance for all work performed pursuant to any contract which results from acceptance of a proposal submitted pursuant to this RFP. The Contractor shall file with the Energy Improvement Corporation, within fourteen (14) days of the issuance by the EIC of a notice of award, proof of insurance, as described herein, in a form

acceptable to the EIC. The insurance certificate evidencing the required insurance coverages shall include a provision that such insurances shall not be cancelled without 30 days prior written notice to the EIC, and shall list the EIC as additionally insured.

5.2. The consulting Attorney, its agents, employees, contractors and subcontractors shall comply with all applicable State, federal and local laws, rules and regulations, including, but not limited to;

5.2.1. Worker's compensation insurance;

5.2.2. Comprehensive general insurance; and

5.2.3. Automobile liability insurance (including contractual liability coverage);

5.2.4. Professional liability insurance;

5.2.5. Minimum wage requirements;

5.2.6. Unemployment insurance requirements of the Labor Law;

5.2.7. Federal and state employment taxes.

## 6.0 Miscellaneous Provisions.

6.1 Compliance with Laws. This RFP and any contract entered into between the Bidder and the Energy Improvement Corporation shall be governed by and in accordance with the laws of the State of New York and the United States of America. The Vendor shall comply with all the laws applicable to the work or the performance of work in this RFP. Conviction of any violation of Federal, State or Local Law shall be reasonable cause for the Energy Improvement Corporation to terminate any contract.

6.2. Labor Law, Prevailing Wages. The successful Bidder, at its sole cost and expense, shall comply with all provisions of the New York State Labor Law, especially as it pertains to the payment of prevailing wage's including, without limitation, Articles 8, 8-A and 9 thereof, the lien of law, the worker's compensation law and all other laws or ordinances affecting this Contract.

6.3. Employees. Each employee of the successful Bidder shall be a citizen of the United States or an alien who has been lawfully admitted to the United States for permanent residence, as evidenced by an alien registration receipt card. The Bidder will supervise and train its staff to perform their duties and to conduct themselves in an orderly and professional manner at all times.

- 6.4. The firm shall provide its own electronic equipment, library, clerical, professional and support staff necessary to provide the services described herein.
- 6.5. Record Keeping. The selected Attorney under contract to provide legal services shall maintain complete legal records and files on any matter in which they have rendered services to the Energy Improvement Corporation. All such records compiled by the Attorney pursuant to any contract in furtherance of this RFP shall revert to the Energy Improvement Corporation upon termination of the contract, including but not limited to pleadings, transcripts, written reports, studies, computer printouts, graphs, charts, plans and all similar recorded data.
- 7.0 General Scope of Services
- 7.1 The successful bidder shall have substantial knowledge and experience in the interpretation and application of state and federal laws as they relate to municipal corporations, municipalities, local development corporations and their Board of Directors and benefit districts, Sections 119 – ee, ff, gg of the NYS General Municipal Law and 209i NYS General Town Law and Property Assessed Clean Energy Benefit Financing concepts.
- 7.2 The successful bidder shall have knowledge of Roberts Rules or Order as it relates to Parliamentary duties at public meetings.
- 7.3 The successful bidder shall have experience in all aspects of contract law.
- 7.4 The successful bidder shall have experience in the New York State Environmental Quality Review Act, otherwise known as SEQRA.
- 7.5 The successful bidder shall maintain knowledge of issues facing the Energy Improvement Corporation and be prepared to offer legal opinions.

## GENERAL LEGAL SERVICES

### ENERGY IMPROVEMENT CORPORATION

#### **LEGAL SERVICE SPECIFICATIONS PART 1**

The EIC is seeking Proposals from qualified Attorneys to provide general municipal legal services to the Energy Improvement Corporation, including legal services to the EIC Board and staff.

1. For those bidders wishing to submit a proposal to provide general municipal legal services
  - proposals should include a lump sum proposal for providing legal services identified under Legal Service Specifications - Part 1, for a 24 month duration. The lump-sum proposal should include all staff time to complete the tasks, including any research required. In addition, proposals should include
    - A schedule of hourly rates for all personal of the Attorney or firm should be provided for those legal services identified under Legal Service Specifications – Part 2.

#### **A general description of services for Legal Service Specifications - Part 1 is provided below.**

1. General Advice to the various Boards and Management Staff. Provide general advice and opinions on a variety of legal issues involved in the operation of a local development corporation of the State of New York to the members of the board, administrative staff and management staff. This would include, but not be limited to, interpretation of municipal laws and regulations, laws and regulations pertaining to public authorities, local development corporation and regulations and guidance documents as promulgated by the Authorities Budget Office of the State of New York, drafting and/or reviewing of documents in relation to financings in accordance with 119-ee, ff, gg of the General Municipal Law, 209i of NYS Town Law, and Property Assessed Clean Energy Benefit Financing concepts, drafting and/or reviewing competitive procurement instruments, and drafting legal documents such as contracts and indemnification agreements. The Attorney will be expected to issue written legal opinions to the EIC at the agreed upon time.
2. Attendance at EIC Board Meetings. The Attorney shall annually attend up to 24 meetings of the EIC Board to provide guidance and legal advisory opinions on legal issues that may arise.

- 2.1 The Attorney shall prepare, or assist in the preparation of all resolutions and motions for EIC Meeting action.
- 2.2 The Attorney shall act as Parliamentarian during meetings.
3. Freedom of Information and Open Meetings Law. The Attorney shall provide written advisory opinions to elected officials, appointed officials and management staff when requested on issues involving Public Officers Law, Article 6 and Article 7.
4. Ethics and Conduct. The Attorney shall provide written advisory opinions to appointed officials and management staff when requested on issues involving General Municipal Law and Public Authorities Law, as required. When requested the Attorney shall counsel individuals on ethics, conflict of interests or conduct within the workplace.
5. Coordination with Other Legal Service Contractors. Lead in the identification, selection and management of legal services to be rendered by independent special counsel.
6. Proactive Legal Advice. Keep abreast of changes in law and other factors impacting municipal/public entities. Provide guidance to the members of the Board, Staff and others through memoranda on matters that will improve understanding of legal issues and operations.
7. Contracts. Prepare, or assist in preparing Contracts and Professional Service Agreements for contractors and vendors providing services to the Energy Improvement Corporation. Review on behalf of the Energy Improvement Corporation contracts provided by others including, but not limited to State Agencies.

## GENERAL LEGAL SERVICES

### ENERGY IMPROVEMENT CORPORATION

#### **LEGAL SERVICE SPECIFICATIONS - PART 2**

The EIC is seeking Proposals from qualified Attorneys to provide general legal services to the Energy Improvement Corporation, including legal services to the EIC Board and staff.

1. For those bidders wishing to submit a proposal to provide general legal services
  - Proposals should include a lump sum proposal for providing legal services identified under Legal Service Specifications - Part 1, for a 24-month duration. The lump-sum proposal should include all staff time to complete the tasks, including any research required. In addition, proposals should include:
    - A schedule of hourly rates for all personal of the Attorney or firm should be provided for those legal services identified under Legal Service Specifications – Part 2.

#### **A general description of services for Legal Service Specifications - Part 2 is provided below.**

1. General Litigation and/or Lawsuits. Provide for the defense of the Energy Improvement Corporation, its Board, Departments, appointed officials, and employees against any general litigation or lawsuits filed against same in the performance of their duties.
2. Legal Proceedings. Represent the EIC before all courts and governmental agencies which the EIC is likely to appear in the usual pursuit of its municipal functions.

## GENERAL LEGAL SERVICES

### ENERGY IMPROVEMENT CORPORATION

#### SELECTION CRITERIA

The following criteria shall be used in evaluating the proposals submitted:

A. Selection Criteria

1. The Attorney/firm's background (15 points)

- What is the length of time your practice/firm has been in business.
- What are the qualifications, education and experience of potential personnel servicing the Account.
- How many partners, associates and clerical staff are available to service the account.
- What are the qualifications and experience of potential personnel that may be used to accomplish other tasks listed in this proposal.
- What areas of law has the Attorney knowledge and experience in. Are they relevant to the needs of the Energy Improvement Corporation?

2. Professional competence and qualifications of the Attorney (25 points)

- The bidder has documented that he/she fulfills all of the Minimum Qualifications of the RFP.
- The bidder has demonstrate a clear understanding of the scope of work and related objectives?
- Is the proposal complete and responsive to the specific requirements?
- Has successful past performance of the firm and its principals been documented?
- Does the firm document a record of reliability of timely delivery of deliverables?
- Does the firm document municipal/State experience?
- Does the firm document its availability to attend all scheduled/required public and special meetings?
- Has the bidder demonstrated the capability to provide professional legal services in a timely manner.
- Accessibility of Attorneys and staff for questions, emergencies, court appearances, etc.
- How have the references provided rated the Attorney. How was the performance rated in terms of quality of work and compliance with client's instructions.

3. Knowledge of relevant areas of municipal law as well as laws governing local development corporations and debt issuing entities (35 points)
  - General experience in the practice of law (i.e. years practicing);
  - Prior relevant experience with municipal, county, state or federal law;
  - Prior experience in representing municipal and local development entities;
  - Prior experience in representing a New York institution similar to EIC's structure and purpose
- Specific detailed litigation experience
- Experience in the specific area of law;
  - Public Authorities Law
  - General Municipal Law and Town Law
  - Authorities Budget Office Regulations and Guidance
  - SEQRA
  - Home Rule Law
  - Real Property Tax Law
  - Property Assessed Clean Energy Financing or equivalent
  
4. Proximity of consulting Attorney's offices to the Energy Improvement Corporation (5 points)
  - 0 -15 miles
  - 16-45 miles
  - Greater than 45 miles.
  
5. The firm's fee schedule. (20 points)
  - Fee schedule (hourly rate) for the various disciplines with the firm.
  - Lump sum fee proposed by the counsel;



GENERAL LEGAL SERVICES

ENERGY IMPROVEMENT CORPORATION

**GENERAL MUNICIPAL LAW: Section 103(d)  
“NON-COLLUSIVE BIDDING CERTIFICATE”**

1. By submission of his bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury that to the best of their knowledge and belief:
  - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder, with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
By

\_\_\_\_\_  
Address

\_\_\_\_\_  
Accepted

\_\_\_\_\_  
Date

GENERAL LEGAL SERVICES  
ENERGY IMPROVEMENT CORPORATION

**BIDDER INFORMATION FORM**

Legal Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Federal Employers ID No. \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax \_\_\_\_\_  
Number: \_\_\_\_\_

If the Bidder is a Corporation, List the following:

Names of Officers:	Legal Residence:
_____	
_____	
_____	
_____	

If the Bidder is a firm or Partnership, List the following:

Names of Members of Partners:	Legal Residence:
_____	
_____	
_____	

If the Bidder is an Individual, List the following:

Name:	Legal Residence:
_____	
_____	

GENERAL LEGAL SERVICES

ENERGY IMPROVEMENT CORPORATION

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE ENERGY IMPROVEMENT CORPORATION**

Name of Bidder:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

The Reporting Entity is: (Please check one):

\_\_\_\_\_ Individual \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with the Energy Improvement Corporation also an officer or employee of the Energy Improvement Corporation, or the spouse, or the child or dependent of a Energy Improvement Corporation officer or employee? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details:

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

B.) Related Owners:

1) If you are the owner of the Company, are you or your spouse, an officer or employee of the Energy Improvement Corporation? Yes \_\_\_\_\_  
No \_\_\_\_\_

If yes, please provide details:

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

To answer the following question, the following definition of the word “interest” shall be used.

Interest means a direct or indirect pecuniary or material benefit accruing to a Energy Improvement Corporation officer or Energy Improvement Corporation employee, his or

her spouse, child or dependent, whether as the result of a contract with the EIC or otherwise. For the purpose of responding to these questions, an EIC officer or employee shall be deemed to have an "interest" in the contract of:

- a.. His/her spouse, children and dependents, except a contract of employment with the EIC;
- b. A firm, partnership or association of which such officer or employee is a member or employee;
- c. A corporation of which such officer or employee is an officer, director or employee; and
- d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2) Do any officers or employees of the EIC have an interest in the Contractor or in any subcontractor that will be used for this contract? Yes \_\_\_\_\_  
 No \_\_\_\_\_

If yes, please provide details:

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I am the \_\_\_\_\_ (title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

\_\_\_\_\_  
 Signature Print Name and title

STATE OF            )  
                               ) Sis.  
 COUNTY OF        )

Sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

GENERAL LEGAL SERVICES

ENERGY IMPROVEMENT CORPORATION

INSURANCE SPECIFICATIONS

**1.0. Required Insurance.** The following insurance coverages are required to be maintained by the Contractor during the terms of the Contract, proof of which shall be provided to the Energy Improvement Corporation, 321 Bedford Road, Bedford Hills, New York 10507.

1.1. Worker's Compensation Statutory per New York State law without regard to jurisdiction, covering all operations and all locations. (See Section B.1, below)

1.2. Employer's Liability Statutory (See Section B.2, below)

1.3. Commercial General Liability CG 00 01 (ed. 10/02) or equivalent (See Section B.3, below) Combined Single Limit - Bodily Injury and Property Damage

- \$1,000,000 per occurrence
- \$1,000,000 Personal and Advertising Injury Limit
- \$1,000,000 products/completed operations aggregate
- \$2,000,000 general aggregate
- \$25,000 maximum deductible

1.4. Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below) Combined Single Limit - Bodily Injury and Property Damage

- \$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

1.5. Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence. (See Section B.5, below)

**2.0. General Provisions Applicable to Insurance Coverages:**

2.1 All insurance coverage's must be from an A.M. Best rated "secured" (B+-A++), New York State admitted insurer

2.2 All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the Acting Secretary of the Energy Improvement Corporation.

2.3 All policies and certificates of insurance of the Vendor shall contain the following clauses:

2.3.1 The Energy Improvement Corporation is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the Energy Improvement Corporation (including its agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

2.3.2 The Clause “other insurance provisions” in a policy in which the EIC is named as an additional insured, shall not apply to the EIC.

2.3.3 The insurance companies issuing the policy or policies shall have no recourse against the Energy Improvement Corporation (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.

2.4 Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the successful bidder.

2.5. These provisions are applicable to both the insurance coverages required to be maintained by Successful Bidder, and the insurance coverages required to be maintained by any consultant/contractor/subcontractor engaged or retained by the Successful Bidder. In each case, the reference to “Successful Bidder” shall mean the party to whom the Proposal was awarded and is required to maintain insurance coverage, and the reference to “Contract” shall mean either the Professional Services Contract or other Agreement of the contract pursuant to which the consultant, Successful Bidder or subcontractor is providing materials or services (in the case of a consultant, contractor or subcontractor) specified in the Proposal documents, or as may be amended by mutual agreement. As used herein, any reference to the “EIC” shall mean the Energy Improvement Corporation, with its offices located at 321 Bedford Road, Bedford Hills, New York 10507.

2.5.1. Worker’s Compensation Insurance. Before performing any work on the Contract, the Successful Bidder shall procure Worker’s Compensation Insurance in accord with the laws of the State of New York on behalf of all employees who are to provide labor or

service under the contract. One certificate of such insurance or authority for self-insurance shall be furnished to the EIC.

2.5.2. Employer's Liability Insurance. Before performing any work on the Contract, Successful Bidder shall procure Employer's Liability Insurance affording compensation for all employees providing labor or services for whom worker's compensation coverage is not a statutory requirement. Certificates confirming renewals of insurance shall be presented not less than thirty (30) days prior to the expiration date of coverage until all operations under the subject contract are deemed completed. One certificate of such insurance or authority for self-insurance shall be furnished to the EIC.

2.5.3. Commercial General Liability. Before commencing work on the Contract, the Successful Bidder shall procure a commercial general liability insurance policy issued by a New York admitted carrier through a New York Licensed resident broker in the Successful Bidder's name and naming the EIC as an additional insured (using ISO endorsement CG 20 10) and endorsed to cover liability assumed by the Successful Bidder under the indemnity provisions of the Contract. This insurance policy must be maintained during the life of the contract and shall protect the EIC, the Successful Bidder and his/her subcontractors performing work on the Contract from Claims for property damage and/or bodily injury which may arise from operations under the contract, whether such operations are performed by him/herself or anyone directly or indirectly employed by him/herself. One certificate of such insurance, together with copies of all endorsements as pertain to the requirements of the subject contract, shall be furnished to the Energy Improvement Corporation at the address shown above. The policy shall contain no exclusions or endorsements which are not acceptable to the EIC and shall be of a form and by an insurance company acceptable to the EIC.

2.5.3.1. Commercial General Liability - Endorsements and Exclusions. The following endorsements are required to be made on the policy:

- (i) Notice: shall be addressed to the Energy Improvement Corporation, 321 Bedford Road, Bedford Hills, New York 10507.
- (ii) Notice of Cancellation of Policy: The Policy shall not be canceled, terminated, modified or changed by the Company unless thirty

(30) days' prior written notice is sent to Energy Improvement Corporation.

- 2.5.4. Automobile Liability. The Successful Bidder will provide the EIC with evidence of insurance covering all owned, non-owned and hired vehicles to be used in connection with the contract. If on a "schedule autos" basis, Successful Bidder shall present the schedule of insured autos, including the vehicles to be used for operations under the Contracts.
- 2.5.5. Professional Liability Insurance. The Consultant shall, at its sole expense, acquire, continuously maintain during the period in which the Consultant is performing services, and provide the EIC with acceptable proof of professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence, covering acts, errors, or omissions of a professional nature committed or alleged to be committed by the Consultant or any of its subcontractors as a part of its performance of professional Legal services.
- 2.5.6. Insurance Agreement:
- 2.5.6.1 The Successful Bidder is required to obtain and to maintain insurance outlined herein.
- 2.5.6.2. The insurance required for the Contract must be on forms acceptable to the EIC and offered by insurers acceptable to the EIC. The insurance for all New York Contractors must be issued by New York authorized carriers except as approved by the EIC Attorney for the EIC and in any event must comply with all requirements of New York State laws and regulations and meet the standards of the forms set forth in Section 3.0 above. Insurance for non-New York Contractors must be through insurers and sureties admitted and authorized in the state of headquarters of the Contractor, have an A.M. best rating of A or better and meet the standards for forms set forth in the above. Additionally, all requirements as to forms set forth in New York State law and regulations apply without regard to jurisdiction as standards of coverage.
- 2.5.6.3. Where circumstances warrant, the EIC may, at its discretion subject to acceptance by the EIC Attorney, accept letters of credit or custodial accounts in lieu of specific insurance requirements. The letter of credit must be on form prescribed by EIC Attorney for the Energy Improvement Corporation and payable at an office of a bank approved by the EIC.

2.5.6.4. The Successful Bidder agrees that all insurance contributing to satisfaction of the insurance requirements set out in this Exhibit shall not be modified, terminated, or canceled by the Successful Bidder without prior written approval of the EIC.

2.5.6.5. The Successful Bidder shall be solely responsible for payment of all deductibles and premiums for insurance contributing to satisfaction of the requirements of this Exhibit and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the EIC is an insured under the policy.

2.5.6.6. Claims made policies will be accepted only for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies contributing to satisfaction of the requirements of the Exhibit shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Successful Bidder agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

2.5.6.7. The Successful Bidder shall promptly notify the EIC within 24 hours of any accidents arising in the course of operations under the contract causing bodily injury or property damage and shall cooperate fully with the EIC in providing all such records and information as may be requested by the Attorney representing the Energy Improvement Corporation in anticipation of claims against the EIC which may arise from the accident. A complete report of the accident shall be made within five (5) business days on such form as may be provided by the Attorney representing the Energy Improvement Corporation.

2.5.6.8. The Successful Bidder or his Attorney may apply to the EIC for approval of higher deductible based on financial capacity and quality of the carrier affording coverage.

2.5.7. Forms of Insurance Certificates. Insurance certificates shall conform to the following:

2.5.7.1. Certificates must be issued by the insurance company using the "ACCORD" forms issued by its brokers, except for Worker's Compensation coverage where the Successful Bidders must

provide Form C- 105.2 issued by an insurance carrier or Form U-26.3 issued by the New York State Insurance Fund.

2.5.7.2. Certificates must unconditionally grant to the EIC thirty (30) calendar days' notice of cancellation or non-renewal. "Endeavor" or other qualifying language is not acceptable.

2.5.7.3. All additional insureds required by this Insurance Specification shall be listed as such.

2.5.7.4. The authorized representative of the insurance company executing the certificate(s) must indicate his/her title.

2.5.7.5. Original executed certificates must be delivered to EIC.

FORM OF CONTRACT  
GENERAL LEGAL SERVICES

Contract Between

\_\_\_\_\_

And

THE ENERGY IMPROVEMENT CORPORATION

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_, 2011 by and between THE ENERGY IMPROVEMENT CORPORATION, a Local Development Corporation of the State of New York, having an office and place of business at 321 Bedford Road, Bedford Hills, New York 10507, (hereinafter referred to as the “EIC”) and (hereinafter referred to as the “LAW FIRM”).

WHEREAS, the EIC desires to obtain legal services and representation in connection with such matters as the EIC deems appropriate from the LAW FIRM.

WHEREAS, the LAW FIRM desires to provide legal representation to the EIC for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The EIC has the necessary funds to pay CONTRACTOR under, but not limited to, budget line \_\_\_\_\_.

SECOND: The LAW FIRM shall furnish legal representation to the EIC in connection with any and all matters pertaining to matters before the Energy Improvement Corporation in accordance with the proposal submitted by the LAW FIRM dated and in compliance with all the requirements and conditions set forth in the Request of Proposals

advertised by the Energy Improvement Corporation for GENERAL LEGAL SERVICES dated [Insert Date].

THIRD: The term of this Agreement shall commence on and shall terminate on unless terminated sooner in accordance with the provisions hereinafter set forth.

FOURTH: The LAW FIRM, during the performance of this Agreement, shall not represent a client in connection with any matter involving the EIC, nor appear on behalf of any individual, corporation, or other before any Board or instrumentality of the Energy Improvement Corporation, nor shall the LAW FIRM represent a client in connection with any criminal defense in the courts of the Energy Improvement Corporation during the term of this Agreement.

FIFTH: The LAW FIRM shall be in an Attorney/Client relationship with the EIC and all communications between the LAW FIRM and the EIC shall be confidential and privileged to the fullest extent permitted by law unless such privilege is specifically waived in writing by the EIC.

SIXTH: The LAW FIRM, upon written notice sent to the EIC Secretary within ten (10) business days after receipt of an assignment, may refuse to accept such assignment. Any and all documents forwarded to the LAW FIRM regarding said assignment must be returned with said notice of refusal.

SEVENTH: The LAW FIRM shall report only to the EIC Board of the Energy Improvement Corporation or their designee and shall, within five (5) days of receipt or filing, send copies of all papers served and/or filed in any action or proceeding to the Chair's and to the Acting Secretary's Office, in the action or proceeding, and to any other persons in the EIC involved in the action or proceeding

EIGHTH: The LAW FIRM understands that settlement of all actions, claims, disputes, etc. handled by the LAW FIRM pursuant to this Contract must be approved by the EIC Board of the Energy Improvement Corporation. Moreover, in no circumstance, shall the LAW FIRM obligate, or attempt to obligate, the EIC by way of settlement or otherwise without the express written consent of the EIC Board.

NINTH: For the professional services rendered to the EIC identified in Schedule "A", the LAW FIRM shall be paid a lump sum fee also identified in Schedule "A", divided equally in twelve monthly payments. For other professional services rendered to the EIC, as may be identified in Schedule "B", the LAW FIRM shall be paid at the hourly rate so provided in Schedule "B" attached hereto. The LAW FIRM shall also be reimbursed for all out-of-pocket expenses, as such are outlined in Schedule "B" attached hereto. The LAW FIRM shall obtain the express consent of the EIC BOARD prior to incurring any expense in excess of five hundred (\$500.00) Dollars during the performance of this Agreement.

All bills shall be submitted to the Treasurer of the Energy Improvement Corporation. The invoice shall include a detailed description of all additional services rendered by the Attorney or the Attorney's staff for the proceeding month, the task for which reimbursement is sought, the dates on which the work was performed, and the time spent for which reimbursement is sought. The Attorney, and any other individual being invoiced shall at all times maintain a detailed log of time, task, activities and expenses for which payment is sought. Any and all requests for payment to be made, shall be submitted by the LAW FIRM on properly executed claim forms of the ENERGY IMPROVEMENT CORPORATION and paid only after approval by the EIC Board. In

no event shall final payment be made to the LAW FIRM prior to the completion of all professional services, the filing of all necessary papers, the submission of reports and the approval of same by the Treasurer. No invoice shall be submitted, and no compensation shall be paid, for work that was completed more than three months prior to the date that an invoice for said work was received by the Energy Improvement Corporation.

Prior to the making of any payments hereunder, the EIC may, at its option, audit all files and any time and disbursement records of the LAW FIRM as are reasonably pertinent to this Agreement to substantiate the basis for payment. The EIC shall not be restricted from withholding payment for cause found in the course of such audit or because of the failure of the LAW FIRM to cooperate with such audit. The EIC shall, in addition, have the right to audit all files at any time and disbursement records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement.

It is understood and agreed by and between the parties hereto that the services to be rendered

by \_\_\_\_\_ in performance of this Agreement are a material element of this Agreement. Any failure to provide such services shall be deemed a material breach and this Agreement shall terminate in accordance with the provisions in Paragraph "TWELFTH" hereof. No substitution of the services of by another shall be permitted during the term of this Agreement without the express written consent of the EIC Board.

TENTH: The work to be performed pursuant to the terms of this Agreement shall commence promptly upon assignment of a matter to the LAW FIRM and shall be

conducted in the best interests of the EIC as determined by the EIC Board or its designee. The LAW FIRM shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Energy Improvement Corporation.

ELEVENTH: The LAW FIRM shall issue progress/status reports to the EIC Board on a monthly basis, or as the EIC Board may direct, and shall immediately inform the EIC Board in writing of any cause for delay in the performance of its obligations under this Agreement.

TWELFTH: The EIC, upon ten (10) days notice to the LAW FIRM, may terminate this Agreement in whole or in part when the EIC deems it to be in its best interest. In such event, the LAW FIRM shall be compensated and the EIC shall be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The LAW FIRM, upon ninety (90) days notice to the EIC Clerk, may terminate this Agreement in whole or in part when the LAW FIRM deems it to be in his best interest.

In the event of a dispute as to the value of the services rendered by the LAW FIRM prior to the date of termination, it is understood and agreed that independent third-party Attorney shall determine the value of such services rendered by the LAW FIRM. Such reasonable and good faith determination shall be accepted by the LAW FIRM as final.

The LAW FIRM expressly waives any and all liens of any nature whatsoever arising out of this Agreement.

In the event of termination, the LAW FIRM agrees to cooperate with the incoming Attorney regarding substitutions of counsel and obtaining necessary court approvals.

THIRTEENTH: ALL records compiled by the LAW FIRM in completing the work described in this Agreement, including but not limited to pleadings, transcripts, written reports, studies, computer printouts, graphs, charts, plans and all other similar recorded data, shall become and remain the property of the EIC. The LAW FIRM shall deliver to the EIC all such records upon demand by the EIC Board. The LAW FIRM may retain copies of such records for its own use.

FOURTEENTH: Any purported delegation of duties or assignment of rights under this agreement without the prior express written consent of the EIC is void. The LAW FIRM shall not subcontract any part of the work without the written consent of the EIC. ALL subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the LAW FIRM.

FIFTEENTH: The LAW FIRM agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The LAW FIRM further agrees that, in the performance of this agreement, no person having any such interest shall be employed by it.

The LAW FIRM represents and warrants that he has not employed or retained any person, other than a bona fide full salary employee working solely for the LAW FIRM to solicit or secure this agreement, and that he has not paid or agreed to pay any person

(other than payments of fixed salary to a bona fide full-time salaried employee working solely for the LAW FIRM) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the reward or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the EIC may be entitled or any civil or criminal penalty to which any violator may be liable, the EIC shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

SIXTEENTH: The LAW FIRM shall comply at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the LAW FIRM as an employer of labor or otherwise. The LAW FIRM shall further comply with all rules, regulations, and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

SEVENTEENTH: No discrimination by the LAW FIRM shall be permitted during the performance of this Agreement with respect to race, religion, creed, color national origin, sex, age, handicap, political affiliation, or beliefs.

EIGHTEENTH: As an independent contractor, the LAW FIRM will be responsible for all damage, loss, or injury to persons or property that may arise in or be incurred during the conduct and progress of the work to be performed hereunder. The LAW FIRM agrees to defend the EIC, its officers, agents, servants and employees from all suits, claims, demands, actions or proceedings, and to indemnify and save harmless the Energy Improvement Corporation, its officers, agents, servants and employees from

all responsibility, liability or damages, including costs, expenses and attorneys fees, arising out of any act, error and/or omission of the LAW FIRM, including professional negligence, in the performance of professional services under this Agreement.

Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The LAW FIRM will comply with all insurance requirements contained in the EIC "Standard Insurance Provisions", a copy of which is annexed hereto and made a part hereof, including, but not limited to, the requirement that the Energy Improvement Corporation be named as additional insured on all required insurance policies, including professional liability insurance.

NINETEENTH: The failure of the EIC to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the EIC of any provision hereof shall be implied.

TWENTIETH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail postage prepaid or by

recognized overnight delivery to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the EIC:

Acting Secretary/Secretary  
Energy Improvement Corporation  
321 Bedford Road, Bedford Hills, New York 10507

To the LAW FIRM:

All notices shall be effective on the date of mailing.

TWENTY-FIRST: This CONTRACT and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TWENTY-SECOND: This Agreement shall not be enforceable until signed by all parties.

TWENTY-THIRD: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

TWENTY-FOURTH: This Agreement is executed in two (2) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

TWENTY-FIFTH; the LAW FIRM shall procure and maintain at his own expense, and without expense to the Energy Improvement Corporation, the insurance specified in the Request For Proposals, and shall maintain said insurance for all work performed during the duration of this CONTRACT. The Contractor shall file with the

Energy Improvement Corporation proof of insurance, in a form acceptable to the EIC. The insurance certificate evidencing the required insurance coverages shall include a provision that such insurances shall not be cancelled without 30 days prior written notice to the EIC, and shall list the EIC as additionally insured.

TWENTY-SIXTH: CONTRACTOR shall complete a “Request for Taxpayer Identification Number and Certification” from (IRS Form W-9), a copy of which is annexed hereto.

TWENTY-SEVENTH: The execution of this Agreement in no way guarantees that the LAW FIRM will be assigned any particular matter in accordance herewith, and the EIC shall not be liable for the payment of any services performed by the LAW FIRM which were not previously approved by the EIC Board.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date first above written.

ENERGY IMPROVEMENT CORPORATION

[LAW FIRM]

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF WESTCHESTER )

On the day \_\_\_\_\_ of \_\_\_\_\_ in the year 2011 before me, the undersigned personally appeared \_\_\_\_\_, personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that be his/her/their signature(s) on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2011 before me, the undersigned personally appeared \_\_\_\_\_, personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that be his/her/their signature(s) on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

GENERAL LEGAL SERVICES  
EVALUATION FORM

A. Selection Criteria

1. The Attorney/firm's background (15 points)

- What is the length of time your practice/firm has been in business.
- What are the qualifications, education and experience of potential personnel servicing the Account.
- How many partners, associates and clerical staff are available to service the account.
- What are the qualifications and experience of potential personnel that may be used to accomplish other tasks listed in this proposal.
- What areas of law has the Attorney knowledge and experience in. Are they relevant to the needs of the Energy Improvement Corporation?

2. Professional competence and qualifications of the Attorney (25 points)

- The bidder has documented that he/she fulfills all of the Minimum Qualifications of the RFP.
- The bidder has demonstrate a clear understanding of the scope of work and related objectives?
- Is the proposal complete and responsive to the specific requirements?
- Has successful past performance of the firm and its principals been documented?
- Does the firm document a record of reliability of timely delivery of deliverables?
- Does the firm document municipal/State experience?
- Does the firm document its availability to attend all scheduled/required public and special meetings?
- Has the bidder demonstrated the capability to provide professional legal services in a timely manner.
- Accessibility of Attorneys and staff for questions, emergencies, court appearances, etc.
- How have the references provided rated the Attorney. How was the performance rated in terms of quality of work and compliance with client's instructions.

4. Knowledge of relevant areas of municipal law as well as laws governing local development corporations and debt issuing entities (35 points)

- General experience in the practice of law (i.e. years practicing);
- Prior relevant experience with municipal, county, state or federal law;

- Prior experience in representing municipal and local development entities;
  - Prior experience in representing a New York institution similar to EIC's structure and purpose
  - Specific detailed litigation experience
  - Experience in the specific area of law;
    - Public Authorities Law
    - General Municipal Law and Town Law
    - Authorities Budget Office Regulations and Guidance
    - SEQRA
    - Home Rule Law
    - Real Property Tax Law
    - Property Assessed Clean Energy Financing or equivalent
4. Proximity of consulting Attorney's offices to the Energy Improvement Corporation (5 points)
- 0 -15 miles
  - 16-45 miles
  - Greater than 45 miles.
5. The firm's fee schedule. (20 points)
- Fee schedule (hourly rate) for the various disciplines with the firm.
  - Lump sum fee proposed by the counsel;