

A meeting of the Nassau County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at 40 Main Street, 3rd floor, Hempstead, County of Nassau, New York, on June 1, 2010, at 8:00 a.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

Jeffrey L. Seltzer	Chairman
Louis G. Savinetti	Vice Chairman
Bruce Ungar	Treasurer
Christopher Fusco	Asst. Secretary

ABSENT:

Gary Weiss	Secretary
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THE FOLLOWING ADDITIONAL PERSONS WERE PRESENT:

Joseph J. Kearney	Executive Director
Cara Longworth, Esq.	Chief Financial Officer
Colleen Pereira	Administrative Director
Mary Dolan Grippo	Chief Marketing Director
Edward Ambrosino, Esq.	General Counsel
Paul O'Brien, Esq.	Special Counsel

The attached resolution no. 2010-10 was offered by B. Ungar, seconded by L. Savinetti:

Resolution No. 2010-10

RESOLUTION OF THE NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE OF REQUESTS FOR PROPOSALS FOR BOND COUNSEL SERVICES AND ECONOMIC DEVELOPMENT SERVICES

WHEREAS, the Nassau County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title I of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act"), and Chapter 674 of the 1975 Laws of New York, as amended, constituting Section 922 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of manufacturing, industrial and commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Agency may from time to time require the services of bond/transaction counsel and economic development consultants in connection with its "projects"; and

WHEREAS, the Agency desires to issue requests for proposals from law firms and economic development consultants to provide such services;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby authorizes the Executive Director of the Agency to issue the Request for Proposals (Bond/Transaction Counsel) and the Request for Proposals (Economic Development Services) in the forms attached to this Resolution (together, the "RFPs"), together with such changes thereto as the Executive Director may deem advisable or necessary, subject to terms of this Resolution.

Section 2. The Agency hereby determines that the services contemplated by the RFPs require specialized skills and judgment and constitute "services of a professional nature" within the meaning and for the purposes of the Agency's Statement of Procurement Policy and Procedures. Notwithstanding the foregoing, the Agency determines that it is in the best interests of the Agency to proceed with the issuance of the RFPs to obtain proposals for such services; provided, however, that the Agency make revoke or suspend the RFP process at any time.

Section 3. This Resolution shall not preclude the Agency from appointing and engaging other counsel or consultants as determined from time to time by the members of the Agency.

Section 4. This Resolution shall take effect immediately.

ADOPTED: June 1, 2010

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Jeffrey L. Seltzer	VOTING	Aye
Louis G. Savinetti	VOTING	Aye
Bruce Ungar	VOTING	Aye
Gary Weiss	EXCUSED	
Christopher Fusco	VOTING	Aye

The foregoing Resolution was thereupon declared duly adopted.

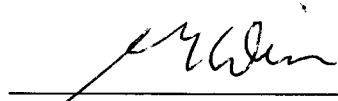
STATE OF NEW YORK            )  
  ) SS.:  
COUNTY OF NASSAU         )

I, the undersigned ~~Assistant~~ Secretary of the Nassau County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on June 1, 2010 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 11 day of June, 2010.

  
\_\_\_\_\_  
~~Assistant~~ Secretary

(SEAL)

**NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**REQUEST FOR PROPOSALS**

**For**

**BOND COUNSEL/TRANSACTION COUNSEL**

**May \_\_, 2010**

***Introduction:***

The Nassau County Industrial Development Agency (the "Agency") invites you to submit a proposal ("Proposal"), in response to this Request for Proposals ("RFP"), to serve as the Agency's (i) bond counsel for tax-exempt and taxable bond issues, and (ii) transaction counsel for straight lease transactions. The selected law firm(s) will be expected to act as bond/transaction counsel as the occasion arises as requested by the Agency.

This RFP provides information about the Agency, describes the need for legal services that are the subject of this RFP, and sets forth the terms and conditions under which the Agency will conduct this RFP, including the criteria to be used in the selection of the successful respondent(s).

Proposals for bond/transaction counsel services are sought for an approximately 3-1/2 year period, renewable by the Agency annually, beginning in June 2010 and continuing through December 2013. The closing date for receipt of Proposals is 3:00 p.m., Monday, June \_\_, 2010. No Proposal will be accepted later than that time and date. One original and 12 copies of the Proposal are required.

Attached as **Exhibit A** is a description of the Agency's application process for your information and use in preparing a Proposal.

**I. SCOPE OF SERVICES**

This RFP is intended to assist the Agency in identifying qualified law firms that would be capable of fulfilling this role, and in selecting the law firm(s) to serve in that role.

The specific services which the selected law firm(s) would be expected to provide are listed in a Scope of Services attached hereto as **Exhibit B**.

In performing these services, the successful law firm(s) will work in consultation with the general counsel, if any, and the staff of the Agency.

**II. RETAINER AGREEMENT/SPECIFIC LEGAL REQUIREMENTS**

If an award is made pursuant to this RFP, the award will be conditioned upon the successful law firm(s) entering into written retainer agreements with the Agency, covering the services to be performed.

The retainer agreement will also include the following required provisions:

- (a) The selected law firm(s), while acting as bond or transaction counsel, will not represent any other person, or act in any other capacity in connection with the particular bond issue or straight lease transaction unless disclosed to and approved by the members of the Agency.
- (b) Remuneration for services as bond/transaction counsel shall be paid exclusively by the project applicants.
- (c) The Agency may amend or cancel the retainer agreement at any time upon written notice to the law firm in question.
- (d) The selected law firm(s) shall make a general statement that their hiring and other employee practices are non-discriminatory and otherwise in accordance with applicable law.

Unless a specific exception is noted, submission of a Proposal in response to this RFP will constitute agreement on the part of the responding law firm (the "Respondent") that the above items will be incorporated into any resulting retainer agreement with that party.

### **III. CONTENTS OF THE PROPOSALS**

To be responsive to this RFP, one original and 12 copies must be submitted. Use the section headings described below to facilitate a fair and consistent review of your Proposal. Your pages should be numbered consecutively.

All copies of your Proposal must be clear and legible. Your Proposal will be judged on content and not length. Concise and clear responses which cover all requested information are recommended.

(a) **Name, Address, etc.**

The Proposal should set forth the full name, address and telephone number of the Respondent. Please use the location where the attorney(s) who would be primarily responsible for representation of the Agency are based.

(b) **Description of Organization.**

The Proposal should contain a description of the Respondent's organization, including a history of the organization (when and where formed); a listing of all partners; a description of how the Respondent is organized (e.g., by department, by practice group, etc.); a listing and biographical sketch of all lawyers who are expected to provide substantial services to the Agency under a retainer agreement, together with an indication of their responsibilities (e.g., partner, special counsel, associate, etc.).

(c) **Qualification Statement.**

The Proposal should demonstrate that the Respondent possesses the following minimum qualifications, which will be required of any law firm to whom an award is made:

- (1) extensive transactional experience in municipal and/or government and/or industrial development agency bond issues and understanding of such bond issues, the State laws related thereto (including but not limited to the



New York State General Municipal Law), and related federal tax laws, rules and regulations;

- (2) experience in public offerings, letter of credit facilities and private placements related to industrial development agency and other New York State bond issues;
- (3) experience in secured lending, preferably on behalf of an institutional lender;
- (4) experience in workouts and loan restructuring;
- (5) experience in general real estate transactions, leasing and tax matters related thereto;
- (6) experience in environmental law and understanding of the New York State Environmental Quality Review Act;
- (7) familiarity with the Federal Bankruptcy Code and Bankruptcy Court procedures;
- (8) familiarity and experience with County of Nassau activities and administrative procedures related to the Agency's purposes and powers, including, without limitation, administration of industrial development agency PILOT arrangements and other related County economic development activities;
- (9) familiarity with the needs and limitations of public or quasi public organizations; and
- (10) understanding of governmentally-induced economic development generally.

As a means of demonstrating these qualifications, the Proposal should include, at a minimum, the following information:

- (i) A description of similar services performed for other clients; please include (if appropriate) the name of the client, a contact name and telephone number, and a detailed description of services rendered, including the nature of relevant bond issues and straight leases handled for such clients. Please note that the Agency may choose to speak to any or all of the persons whose names and numbers have been provided.
- (ii) A description of any services recently performed for governmental agencies, and, in particular, for other Long Island industrial development agencies and economic development agencies.
- (iii) A complete listing of all attorneys who would be involved in rendering the services being requested by the Agency, including a description of their qualifications and past relevant experience, particularly experience with bond issues and straight lease transactions. The Proposal should include a biographical sketch on each such person, including a statement of educational and professional background.

(d) **Fees and Charges.**

The fees and disbursements to be paid to the selected law firm or firms will only be those fees and disbursements which are in connection with a specific bond issue or straight lease transaction, or in connection with any redemption, termination, refinancing, modification, or amendment thereof.

All fees and disbursements shall be paid by the persons on whose behalf the Agency issues bonds or enters into a straight lease transaction. The obligation to pay such fees and disbursements shall entirely be the responsibility of such persons and not of the Agency. Respondents should include a proposed Fee Schedule in their Proposal.

**IV. SUBMISSION OF PROPOSALS: THE EVALUATION AND SELECTION PROCESS**

**(a) Submission of the Proposals.**

All the Proposals are to be submitted in accordance with the following procedure;

- (1) The Proposal should not exceed twenty (20) pages:
- (2) Twelve (12) copies and one (1) original of the Proposal must be received, either by hand delivery or by certified mail, in a sealed envelope, on or before the same time and date and at the place specified below:

**Date Due:** Monday, June \_\_, 2010

**Time Due:** 3:00 P.M.

**Place Due:** Nassau County Industrial Development Agency

40 Main Street, 3rd floor

Hempstead, NY 11550

Attention: Executive Director

**LATE PROPOSALS WILL NOT BE CONSIDERED BY THE AGENCY**

- (3) The Proposal must be signed by a partner or other principal of the Respondent, and must contain the name, title, address and telephone number of an individual with authority to contractually bind the Respondent, and who may be contacted during the period of the Proposal evaluation.

(b) **Evaluation of the Proposals.**

The Proposals will be evaluated by staff of the Agency. The following criteria will be used in evaluating the Proposals received:

- (1) prior experience in performing legal services of the type contemplated by the RFP;
- (2) prior experience in performing legal services for the Agency and an understanding of the Agency, its policies, practices and activities;
- (3) Respondent's overall expertise and organizational strength; and
- (4) evaluation of such other information concerning the Respondent as may be disclosed in its Proposal or as otherwise disclosed to the Agency in conjunction with this RFP.

For award purposes, each of the above factors will be given substantially equal weight. It is to be expected that the Agency may wish to interview selected Respondents, in addition to reviewing the Proposals submitted by them. The Agency may, in its sole discretion, eliminate or limit interviews to any number of Respondents it selects.

(c) **Selection of Successful Respondents.**

Upon the conclusion of its evaluation process, the Agency intends to notify successful Respondents (if any) of its decision. It is expected that decision and notification will occur on or about June \_\_, 2010.

V. **MISCELLANEOUS CONDITIONS**

- (a) Any retainer agreement awarded pursuant to this RFP must be satisfactory in form and substance to the Agency's General Counsel. Without limiting the foregoing, it is expressly understood and agreed that the issuance of this RFP, and/or the submission of a Proposal in response thereto, and/or acceptance of a Proposal

pending finalization and execution of a retainer agreement shall not be deemed to create any liability on the part of the Agency.

- (b) The Agency reserves the right to amend, modify or withdraw this RFP; to waive any requirements of this RFP; to require supplemental statements and information from any of the Respondents; to select one or more Respondents, or no Respondents; to select one or more Respondents and procure services from same without awarding a retainer agreement or agreements; to award a retainer agreement to as many or as few Respondents as it may select, or to no Respondents at all; to select and/or award a retainer agreement to or law firms that have not responded to this RFP; to accept or reject any or all Proposals; to negotiate or hold discussions with any Respondent or law firms who have not responded to this RFP; to correct deficient Proposals which do not completely conform with this RFP; and to cancel this RFP, in whole or in part, if the Agency deems it in its best interests to do so. The Agency may exercise any of these rights at any time, without notice and without liability to any Respondent or other parties for their expenses incurred in the preparation of a Proposal or otherwise. The Agency expressly reserves the right to alter or extend any of the dates and deadlines provided in this RFP, and will incur no liability if it elects to do so. The Proposals will be prepared at the sole cost and expense of the Respondent, and the Agency shall have no liability therefor.
- (c) This RFP does not commit the Agency to procure the services described herein. In the event the Agency does procure services from one or more law firms selected pursuant to this RFP, and, regardless of whether or not a retainer

agreement or agreements was entered into with such selected law firm(s), the Agency may engage other law firms for particular transactions if the Agency in its sole discretion determines that such transactions would best serve the interests of the Agency if handled by a law firm other than the law firm(s) selected pursuant to this RFP.

**EXHIBIT A**

**IDA APPLICATION/PROJECT PROCESS**

## **EXHIBIT B**

### **SCOPE OF SERVICES**

The successful Respondent(s) may be required to perform, from time to time, the following services for the Agency as and when requested by the Agency:

(A) The successful Respondent(s) will serve as bond/transaction counsel to the Agency in connection with the negotiation, documentation and closing of tax-exempt and taxable bond issues and straight lease transactions, including the drafting and/or review of appropriate agreements, resolutions (inducement, SEQR, authorizing and miscellaneous), financing documents, leases, mortgages, guaranties, and other legal instruments; the undertaking of any necessary related legal research; and the representation of the Agency at closing. Bond/transaction counsel will be expected to review financing/project applications and give an approving/project opinion at closing. Finally, bond counsel will be expected to provide all necessary tax analysis for the issuance of tax exempt bonds.

(B) The successful Respondent(s) may be, from time to time, requested to attend preliminary meetings, the purpose of which are to ascertain whether potential applicants have projects that the Agency may assist.

(C) The successful Respondent(s) may be asked to serve as bond/transaction counsel to the Agency in connection with modifications of bond and straight lease documents, including refinancings and refundings. This representation would include drafting and/or review of appropriate amendments, modifications, and other legal instruments, and the undertaking of necessary related legal research.



(D) The successful Respondent(s) may be asked to serve as bond/transaction counsel to the Agency in connection with the redemption/termination of bond financings, and termination of straight lease transactions.

(E) The successful Respondent(s) will be expected to advise the Agency with respect to case law, statutes and regulations pertinent to the Agency and its operations, regardless of whether or not such advice is required in connection with a specific bond issue or straight lease transaction.

(F) The successful Respondent(s) will cooperate with the Agency in developing and implementing financing initiatives and new programs generally.

(G) The successful Respondent(s) will cooperate with the Agency in developing and implementing procedural changes and more efficient methods of operation generally.

(H) The successful Respondent(s) will be expected to attend the regular and special meetings of the Agency's members and meetings with applicants and others.

(I) The successful Respondent(s) will be expected to become thoroughly familiar with the Agency's By-Laws, Uniform Tax Exemption Policy, programs, and form documents.

(J) The successful Respondent(s) will be expected to be thoroughly familiar with the General Municipal Law and any modifications thereto.

(K) The successful Respondent(s) will be responsible for assembling and binding transcripts and/or CD ROMS for transactions that have closed.

**REQUEST FOR PROPOSALS TO PROVIDE CERTAIN  
PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES**

**ISSUED BY**

**NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**I. Overview**

The Nassau County Industrial Development Agency (the "Agency") seeks economic development consulting services to conduct cost/benefit analyses of proposed Agency "projects" and related services.

The proposed schedule of events subject to this Request for Proposal (this "RFP") is outlined below:

Public Notice	Date: _____
Deadline for Receipt of Proposals	Date: _____
Proposal Review Period	Date: _____ - _____
Interview Period (if required):	Date: _____ - _____
Notification of Award	Date: _____

**\*\* The foregoing dates are subject to change without notice.\*\***

Return Location of Proposals:

Nassau County Industrial Development Agency  
40 Main Street, 3rd floor  
Hempstead, NY 11550  
Attn: \_\_\_\_\_

In order to be considered, a proposal must conform to the requirements of the Proposal Procedures and the Required Information sections of this RFP. The Agency specifically reserves the right to waive any informalities or irregularities in the proposal format. Each proposal must be accompanied by a cover letter which briefly summarizes the respondent's interest in providing the required professional services. The cover letter must also clearly state and justify any exceptions to the requirements of this RFP which

the proposed respondent may have taken in presenting its proposal. The Agency reserves the right to deny any and all exceptions taken to the RFP requirements and to modify or withdraw this RFP at any time prior to making an award.

## **II. Scope of Service**

### Background

The Agency's mission is to support economic development opportunities in Nassau County and to attract new companies and industries to Nassau County.

### Requested Services:

The successful respondent (the "Contractor") shall be required to perform and deliver to the Agency, from time to time upon request, cost/benefit analyses with respect to the Agency's proposed "projects." The services to be provided by the Contractor shall include, without limitation, a review of the proposed project application and supporting materials, meetings with the project applicant and representatives of the Agency to discuss the materials and appropriate assumptions and parameters for the analysis, and the delivery to the Agency of a written cost/benefit analysis report. The analysis shall examine the "costs" of the Project including, without limitation, the types and amounts of financial assistance to be granted to the project applicant and any other "costs" identified by representatives of the Agency to the Contractor. The analysis shall also examine the "benefits" of the Project including, without limitation, anticipated temporary and permanent job creation and anticipated tax revenues as a result of the proposed project.

The Agency intends to make an award on an "as-needed" basis. No assurances can be given as to the number of projects the Contractor will be asked to work on.

## **III. Proposal Procedures**

### **A. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP using the requested format. The Agency reserves the right to reject any non-conforming proposals. Each proposal must be submitted with 2 copies in a sealed envelope conspicuously labeled "Sealed Proposal - Nassau County Industrial Development Agency - Request for Proposals to Provide Certain Professional Economic Development Services". The envelope should also contain the name, address and telephone number of the respondent. If delivered by mail, the proposal shall be enclosed in an "inner" envelope labeled as indicated above.

Any proposal submitted by mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 4:30 p.m., Eastern Time, on the Deadline for Receipt of Proposals set forth above.

## **B. Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the Deadline for Receipt of Proposals.

## **IV. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information may result in rejection of the proposal in the sole discretion of the Agency:

### Identifying Information:

- 1) Identify the full legal name, address and, if applicable, type of legal entity (e.g., corporation, partnership, limited partnership, limited liability company, trust, joint venture, sole proprietorship) with whom the contract would be entered into and all trade names/assumed names, which are used by that person/entity.
- 2) Federal Employer Identification Number or Social Security Number.
- 3) Proof of State of New York business license or proof of initiating the process of application before work commences.
- 4) Name and telephone number of the representative of the respondent who is authorized to discuss the proposal.

### Experience and Capabilities (Maximum 2 Pages):

- 1) Explain respondent's capabilities in meeting the requirements of this RFP and identify team members who will be responsible for providing the "Requested Services" and their qualifications.
- 2) Describe respondent's experience in conducting cost/benefit analyses of the type described in this RFP and preparing written reports.
- 3) Describe respondent's familiarity with the laws, rules and regulations governing New York State industrial development agencies ("IDA's") including a description of any services provided by the respondent to other IDA's.
- 4) Provide at least two (2) relevant client references.
- 5) Provide a sample cost/benefit analysis prepared by respondent for another IDA or governmental authority/agency.

### Professional Liability Insurance:

Provide evidence of professional liability insurance in the amount of \$1 million each occurrence/\$1 million aggregate.

Project cost and time estimate:

- 1) Estimate the cost for the "Requested Services" identified on page 2 of this RFP on a per project basis.
- 2) Describe the basis for the cost estimate.
- 3) Describe the proposed billing and payment structure.
- 4) Provide a project timeline for the "Requested Services."

## V. Evaluation Process

All proposals submitted in response to this RFP shall be reviewed by the Agency's Finance Committee (the "Committee").

The Committee shall determine the respondents that meet the minimum requirements pursuant to selection criteria of this RFP. The information required to be submitted in response to this RFP has been determined by the Committee to be essential for use by the Committee in the evaluation process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible respondent and participate in the Agency's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The Agency may negotiate with one or more respondents during the same period and may, at its discretion, terminate negotiations with any or all respondents. The Committee shall make a recommendation regarding the award to the members of the Agency, who shall have final authority, subject to the provisions of this RFP, to award a contract(s) to the successful respondent(s) in the best interests of the Agency, taking into account the respondents' cost of services, technical approach, relevant experience, team member qualifications, references and familiarity with similar issues.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with the lowest cost.
- Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all respondents during the review and negotiation period.

- Negotiate any aspect of the proposal with any respondent and negotiate with more than one respondent at the same time.
- Divide and award the contract to multiple vendors as warranted and as it deems appropriate.

All proposals shall be evaluated using the same criteria and scoring process.

## **VI. Contract Conditions**

The Contractor, if any, under this RFP (the "Agreement") shall be subject to the following contractual provisions:

### **A. Term**

The term of the Agreement between the Contractor and the Agency shall be two (2) years. The Agreement may be terminated by either party upon 60 days written notice. In the event the Contractor materially breaches any obligation under the Agreement, the Agency may terminate the Agreement upon five (5) days written notice.

### **B. Formal contract and purchase order**

The Contractor shall promptly execute the Agreement incorporating the terms of this RFP and the Contractor's response, as well as other terms, within twenty (20) days after the award of the contract. No Contractor is to begin any service prior to receipt of an Agency purchase order signed by an authorized representative of the Agency requesting service with respect to a particular Agency project.

### **C. Indemnification**

By submitting a proposal, the respondent agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Agency, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm's, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the Agency, its employees or agents.

### **D. Compliance With Laws**

In performance of the Agreement, the Contractor is required to comply with all applicable federal, state and local laws, ordinances, codes and regulations. The cost of permits and other relevant costs required in the performance of the

contract shall be borne by the Contractor. The Contractor shall be properly licensed and authorized to transact business in the State of New York.

**E. Insurance**

The Contractor shall maintain professional liability insurance in the amount of \$1 million each occurrence/\$1 million aggregate.

**F. Non-discrimination**

In performing the services subject to this RFP, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of the Agreement.

**G. Covenant Against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Agency shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**H. Conflict of Interest**

The Contractor represents and warrants that no principal, owner, officer or employee of the Contractor nor any member of the immediate family of any principal, owner, office or employee of the Contractor is a member, officer, agent or employee of the Agency.

**I. Applicable Law**

The Laws of the State of New York shall apply without regard to the principles of conflicts of laws thereof, except where Federal Law has precedence. The Contractor consents to jurisdiction and venue in the courts of the State of New York.

