



**TOWN OF NORTH HEMPSTEAD
BUSINESS AND TOURISM DEVELOPMENT CORPORATION**

REQUEST FOR PROPOSALS

FOR

BOND COUNSEL SERVICES

**220 Plandome Road
Manhasset, NY 11030-2327
(516) 869-7739**

Board of the Corporation

Judi Bosworth - Chair

Viviana L. Russell

Peter J. Zuckerman

Angelo P. Ferrara

Anna M. Kaplan

Lee R. Seeman

Dina M. De Giorgio

Executive Director

Kim Kaiman

**Issue Date: May 23, 2014
Proposals Due: June 12, 2014**



**TOWN OF NORTH HEMPSTEAD
BUSINESS AND TOURISM DEVELOPMENT CORPORATION**

REQUEST FOR PROPOSALS

I. INTRODUCTION

The Town of North Hempstead Business and Tourism Development Corporation (the “Corporation”) is soliciting proposals from qualified law firms to serve as bond counsel for the Corporation for issuance of conduit bonds for the benefit of municipalities, not-for-profit corporations and private entities on a taxable or tax-exempt basis. It is anticipated that the Corporation would appoint one firm to act as bond counsel. Such appointment would be subject to termination by the Corporation at any time.

The firm to be engaged pursuant to this invitation would be required to assist the Corporation in all matters relating to the issuance of taxable or tax-exempt bonds of the Corporation and other methods of financing public projects, including, but not limited to, tax anticipation notes, bond anticipation notes and revenue anticipation notes.

The successful proposer will be expected to furnish legal services to the Corporation on an “of counsel” basis to the Corporation Attorney (acting as counsel to the Corporation), including, but not limited to, consultation, advice, and document drafting relating to taxable and tax-exempt financing and the rendering of approving legal opinions for bond issues of the Corporation. In addition, the successful proposer will be required to render advice to the Corporation Attorney and the Corporation for projects under consideration, whether or not bonds are actually issued.

Should your firm be the firm selected to perform these services, it will be required to enter into a standard Corporation contract with the Corporation, which form contract is included as Attachment C. Should the proposer be awarded a contract, such contract shall be subject to Corporation appropriations. The initial term of the contract shall be for the two (2) year period. Thereafter, the Corporation will have the option for three, one-year renewals, for a possible total term of five (5) years.

The Corporation will not guarantee any minimum level of activity or business. No exclusive rights are, or are intended to be, granted pursuant to any award under this request for proposals and the agreement(s) with the provider(s) of service(s) shall be only for services for such matters as the Corporation, in its sole discretion, shall deem appropriate. In order to submit a proposal, please read and comply with **Section V (Proposal Requirements)**.

The following conditions apply to this RFP:

- There is no express or implied obligation for the Corporation to reimburse responding firms for any expenses incurred in preparing proposals in response to this request, and the Corporation will not reimburse such expenses.
- Any inquiries concerning this RFP must be in writing or by email and should be addressed to Deputy Town Attorney Michael Kelly at kellym@northhempsteadny.gov. All inquiries must bear the RFP number assigned to this RFP.
- To be considered, copies of a proposal must be received at the Office of the Town Attorney, Attn: Town Attorney, 220 Plandome Road, Manhasset, New York 11030 by **3:00 p.m.**

June 12, 2014. The Corporation reserves the right to reject any or all proposals submitted.

- During the evaluation process, the Corporation reserves the right, where it may serve the Corporation's best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements. At the discretion of the Corporation, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. If conducted, oral presentations will be scheduled with each proposer being considered.
- The Corporation reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
- Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Corporation and the firm selected.
- It is anticipated the selection of a firm will be completed on or about July 1, 2014.
- The Corporation reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited, to the due date for receipt of proposals.
- The Corporation reserves the right to reject all proposals.
- No subcontracting shall be permitted without the express permission of the Corporation.

II. ABOUT THE CORPORATION

The Corporation is a not-for-profit local development corporation formed and existing under Section 1411 of the New York Not-for-Profit Corporation Law. The Corporation was created in 2005 by the Town of North Hempstead. The Corporation's board consists of seven (7) members, all of whom are members of the Town Board of the Town of North Hempstead. Though the members of the Corporation's board are members of the Town Board, it is not necessary for the Corporation's board members to be members of the Town Board.

The Corporation was formed to further the public purposes of renewing and reducing employment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing and tutoring individuals to improve or develop their capabilities for such jobs, carrying on scientific research for the purpose of aiding the Town of North Hempstead by attracting new industry to the community or area or by encouraging the development of, or retention of industry in the Town, lessening the burdens of government and acting in the public interest.

Proposers should know that the Corporation is currently evaluating whether engage in a proposed financing involving improvements for the Great Neck Public Library in Great Neck, New York. Proposers should indicate whether representation of the Town in this transaction poses any conflict of interest for the proposer. In such an event, the Town may enter into agreements with more than one proposer to provide bond counsel services: one for the above-referenced financing, and one for other financings.

III. SERVICE REQUIREMENTS

A. Minimum Qualifications:

1. Firms must be authorized to do business in the State of New York.
2. All attorneys working in conjunction with the Corporation's matters shall be duly admitted to practice before the Courts of the State of New York and be members in good standing of the New York bar.
3. All attorneys working in conjunction with the Corporation's matters must individually possess experience in matters handled in one or more of the above areas for municipalities in New York and supervisory attorneys must possess at least ten (10) years' experience in such matters.

B. Representation and Other Requirements. The following requirements will be made a part of any agreement entered into between the Corporation and the selected firm(s):

1. The firm shall be compensated for all reasonable expenses and disbursements actually incurred without application of a multiplier, including, but not limited to out-of-pocket disbursements for travel, messengers, investigators, appraisers or other experts, trial preparation services and other legitimate expenses, upon approval by the Corporation's counsel. The Corporation will not reimburse the cost of electronic legal research performed on Westlaw, Lexis, or any other electronic database. The Corporation will not reimburse expenses it is exempt from paying including, but not limited to, index number fees, the Secretary of State's service of process fee and sales taxes. All out-of-pocket expenses shall be substantiated with proper paid receipts and/or other documentation submitted together with the invoices upon which the expenses appear.
2. The Corporation reserves the absolute right to terminate the services at any time.
3. The firm must provide regular periodic status reports to the Corporation's counsel as shall be requested by the Corporation's counsel.
4. The firm shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Corporation, including a contemporaneous record of work indicating in brief summary, a description of the work performed. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Corporation, the Corporation's auditors or a duly designated Corporation representative.
5. The firm will promptly provide a response to any requests from the Corporation's Records Access/FOIL Officer.
6. In the event that a dispute arises between the parties relating to fees, Part 137 of the Rules of the Chief Administrator of the Courts will apply.

IV. TIME REQUIREMENTS

The following schedule is preliminary and is provided for informational purposes ONLY. The Corporation reserves the right to modify the schedule at its sole discretion at any time.

Issuance of RFP	May 23, 2014
Deadline for Submission	June 12, 2014
Award	July 1, 2014

V. PROPOSAL REQUIREMENTS

All proposers to this invitation must submit their proposal in accordance with the following format. Failure of proposers to follow the requested format may be sufficient grounds for their proposal to be considered by the Corporation non-responsive and to be rejected.

A. **Title Page.** The title page should show the proposal title, the name of the proposer, its address, the name and title of the contact person authorized to represent the proposer, and the date.

B. **Table of Contents.** The table of contents in the proposal should clearly identify all items of the proposal by question number and page number.

C. **Transmittal Letter.** The transmittal letter should be on the letterhead of the proposer. The letter should be signed by a partner of the firm.

D. **Specific Questions.** The proposer should, for the convenience of the selection committee, repeat each question asked and thereafter provide the proposer's response.

E. **Required Attachments.** The forms contained in Attachments A and B must be fully completed and submitted with each proposal.

All proposals must include the following information:

(1) Firm Description

(a) The location of the office(s) from which the work is to be managed and the number of partners, associates, legal assistants and staff employed at the office(s).

(b) A brief history of the firm and its municipal finance practice, including length of time in operation.

(c) A statement as to whether the firm is listed in the directory of municipal bond attorneys in The Bond Buyer's Municipal Marketplace.

(d) A description of the firm's general practice areas other than municipal finance.

(2) Bond Counsel Rankings

Please provide your firm's ranking nationally and in New York for the following categories for each of the past three years.

- Long-Term Municipal New Issues

- General Obligation Issues
- Revenue Bond Issues
- Refunding Bond Issues

(3) Experience

(a) List the names of the governmental and quasi-governmental entities in New York State for which your firm serves as bond counsel.

(b) List the names of local governmental units outside New York State with general taxing powers for which you serve as bond counsel for general obligation bond borrowings.

(c) Describe, in detail, the scope of services that your firm has provided for at least three clients that you believe are relevant in preparing your firm for the role of bond counsel to the Corporation.

(d) List all transactions on which your firm has acted in the capacity of bond counsel for the past three years.

(e) List examples (not to exceed five (5)) of non-general obligation financings for or on behalf of governmental entities similar to the Corporation in which your firm has participated as bond counsel or underwriters' counsel and provide a brief description of the financings.

(f) List examples (not to exceed five (5)) of conduit financings for or on behalf of a local development corporation similar to the Corporation in which your firm has participated as bond counsel or underwriters' counsel and provide a brief description of the financings.

(g). What is the approximate dollar volume of municipal bond issues in New York State for which your firm has issued the approving legal opinion for each of the past two years (2010 and 2011)?

(h). What is the approximate dollar volume of municipal bond issues of issuers in New York State for which your firm has acted as counsel to the underwriters for each of the past two years?

(i). Please provide references, with the name of the contact person, address and telephone number, for at least five (5) of the issuers listed in the answer to (a) above and all of the issuers identified in (b) above.

(j) Please provide the names of the partners and associates in your firm who would be assigned to bond issues for the Corporation and provide biographies of the individuals who would comprise your bond counsel team. Describe only the people who would actually work on the Corporation's accounts, their primary office location and amount of time spent at said office.

(k) For each of the individuals listed in (i) above, provide three references, with the name of the contact person, address and telephone number.

(l) Do you foresee any potential conflicts of interest arising from continued representation of the current clients of your firm and an engagement for the Corporation? If so, please describe such conflicts in detail.

(m) Please list the firm's concurrent material engagements and outstanding current proposals that could impact the availability of the individuals listed in (j) above.

(n) How would your firm furnish the Corporation with information regarding legislation and regulations which would affect the Corporation and its issuance of tax-exempt indebtedness?

(o) Does your firm "sub-contract" any work relating to its bond counsel services? If so, what are the names and addresses of these firms? Describe in detail the experience these firms have had with the issuance of tax-exempt general obligation bonds and other methods of financing public projects.

(p) Describe the firm's expertise in federal tax matters relating to the issuance of municipal borrowings. Are the firm's lawyers experienced in performing, and does the firm have the technical capabilities to perform, yield and arbitrage rebate calculations?

(q) If your proposal is submitted as a joint proposal by more than one firm, describe how responsibilities and compensation would be allocated among the firms.

(r) Does your firm carry errors and omissions insurance coverage? Attached to the form contract in Attachment C are the Corporation's standard insurance requirements. Please review and advise if you cannot comply.

(s). Why should your firm be selected? What can you do for the Corporation that other firms cannot?

(4) Fees.

(a) Please provide a proposed fee arrangement and structure, including disbursements and estimated expenses, for your firm's bond counsel services. The fee arrangement should include both a per transaction fee and hourly rates for partners, associates, paralegals and others. Fee proposals should differentiate between fees proposed for taxable vs. tax-exempt financings and between negotiated and public sales.

VI. SELECTION OF FIRM

A. The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The Corporation reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the legal services. Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing legal services. (15% of overall scoring)
- Proposer's experience to perform the proposed legal services. (15% of overall scoring)
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP. (20% of overall scoring)
- Proposer's financial ability to provide the legal services. (10% of overall scoring)
- Evaluation of the proposer's fee submission. (40% of overall scoring)

B. Proposers may be required to give an oral presentation to the Corporation to clarify or elaborate on the written proposal.

C. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Corporation and the firm selected. The Corporation reserves the right without prejudice to reject any or all proposals.

D. Minimum Service

The selection of a firm will not guarantee any minimum amount of services to such firm.

ATTACHMENT A

PRICE PROPOSAL

Please provide a proposed fee arrangement and structure, including disbursements and estimated expenses, for your firm's bond counsel services. The fee arrangement should include both a per transaction fee and hourly rates for partners, associates, paralegals and others. Fee proposals should differentiate between fees proposed for taxable vs. tax-exempt financings and between negotiated and public sales.

The undersigned further stipulates that the information in this attachment and the proposer's fee proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Proposer

Title of Person Signing

Sworn to and subscribed on

this _____ day of _____, 20____

(Notary Public)

ATTACHMENT B

BIDDER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

The Bidder's Qualifications Statement consists of the following documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Proposal Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*); and
5. Acknowledgement of Receipt of Addenda Form.

Please complete **ALL FIVE** forms and submit with the Bid/Proposal.

THE CORPORATION RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she has read and understands all terms and conditions pursuant to this RFP.
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this RFP.
4. That he/she agrees to accept payment in accordance with the requirements of the RFP; and
5. That he/she agrees that the proposed submitted to the Corporation shall be irrevocable and that he/she will, if his/her proposal is accepted, enter into a contract with the Corporation of North Hempstead pursuant to the terms and conditions set forth in the RFP.
6. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Bidder

Title of Person Signing

Sworn to and subscribed on

this _____ day of _____, 20____

(Notary Public)

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all Statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of state, Federal or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Corporation that a conflict of interest would not exist in the future):
 - (a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Corporation.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Corporation or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Corporation.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Corporation.

6. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.
- (b) a letter of credit reference from a recognized bank or financial institution; or
- (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE CORPORATION RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20_____.

(Signature, if Individual)

By: _____

(Seal, if corporation)

(Signature)

Print Name: _____

(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) _____ he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself; () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

(Notary Public)

My commission expires: _____

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

My commission expires: _____

(Notary Public)

NONCOLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any proposer 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 knowledge and belief:

- (1) 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 proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By: _____ Proposer's Signature	_____ Date
_____ Print Name	_____ Title
_____ Legal Name of Individual or Business Name of Company/Partnership/Corporation	_____ Proposer's Federal Tax Identification # (Do Not Use SS#)
_____ Address	_____ Email Address

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
- (c) **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.

This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on-file with the Corporation in connection with another bid, project or contract.

(Name and Address of Bidder)

Name of Bid: _____ Bid Number: _____

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the Corporation of North Hempstead has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability): _____

Policy Number(s): _____

(2) Worker's Compensation:

Insurance Carrier: _____ Policy Number(s): _____

(3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

(4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:
Corporation of North Hempstead, Office of the Corporation Attorney, 220 Plandome Road, P.O.B. 3000, Manhasset, New York 11030

Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

_____ Dated _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding.
Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

<input type="checkbox"/> <u>NO ADDENDUM</u> WAS RECEIVED IN CONNECTION WITH THIS PROPOSAL. ACKNOWLEDGEMENT: _____

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS. IF NO ADDENDA ARE RECEIVED, CHECK THE “NO ADDENDUM” BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.

THE CORPORATION RETAINS THE ABSOLUTE RIGHT TO REJECT AND PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

ATTACHMENT C
FORM CONTRACT

AGREEMENT FOR BOND COUNSEL SERVICES

THIS AGREEMENT, dated as of the date this Agreement is executed on behalf of the Corporation (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”), between (i) Town of North Hempstead Business and Tourism Development Corporation, a not-for-profit local development corporation existing under Section 1411 of the New York Not-for-Profit Corporation Law having its principal office at 220 Plandome Road, Manhasset, New York 11030 (the “Corporation”) and (ii) _____, having its principal office at _____ (the “Contractor”).

W I T N E S S E T H:

WHEREAS, the Corporation desires to retain the Contractor to perform certain bond counsel services with regard to conduit bond issuances undertaken by the Corporation; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence upon execution of this Agreement on behalf of the Corporation and shall continue for a period of two (2) years, unless sooner terminated in accordance with this Agreement. The Corporation may, in its sole discretion, renew the term of this Agreement for three (3) periods of one (1) year each.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of:
 - (a) providing customary bond counsel services in connection with conduit bond and note issuances by the Corporation, including, but not limited to (i) participation in the negotiation and drafting of agreements or other documents with respect to such bonds and notes, (ii) advice to and consultation with representatives of the Corporation concerning such bonds and notes, (iii) preparation and/or review of bond ordinances or resolutions, (iv) preparation and/or review of official statements or offering circulars, purchase contracts, annual information statements or other disclosure documents relating to such issuances (as sole or co-counsel with other Corporation bond counsel, at the Corporation’s direction), (v) capital projects review and (vi) issuance of unqualified approving opinions and tax opinions;
 - (b) providing legal advice and assistance regarding tax matters relative to the issue of such obligations and opinions;
 - (c) providing legal advice and assistance regarding arbitrage rebate, private activity limitations, continuing disclosure and other regulatory matters;
 - (d) seeking, on behalf of the Corporation, any necessary opinions, letter rulings or other documentation from the Internal Revenue Service or other bodies;

(e) providing legal advice and assistance regarding general municipal finance and related matters.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be as follows:

(fee proposal to be inserted)

The firm shall be compensated for all reasonable expenses and disbursements actually incurred without application of a multiplier, including, but not limited to out-of-pocket disbursements for travel, messengers and other legitimate expenses, upon approval by the Corporation's counsel. The Corporation will not reimburse the cost of electronic legal research performed on Westlaw, Lexis, or any other electronic database. The Corporation will not reimburse expenses it is exempt from paying. All out-of-pocket expenses shall be substantiated with proper paid receipts and/or other documentation submitted together with the invoices upon which the expenses appear.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the Corporation, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the Corporation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Corporation Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the Corporation's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the Corporation.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the Corporation did not desire to receive such services.

(f) In the event that a dispute arises between the parties relating to fees, Part 137 of the Rules of the Chief Administrator of the Court, as amended, will apply.

4. Independent Contractor. The Contractor is an independent contractor of the Corporation. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a Corporation employee, (ii) commit the Corporation to any obligation, or (iii) hold itself, himself, or herself out as a Corporation employee or Person with the authority to commit the Corporation to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the Corporation upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the Corporation, including any obligation to pay taxes to, or perform services for or on behalf of, the Corporation.

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable federal, state and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the Corporation's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the Corporation shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) No Attorney's Liens. Contractor waives the right to any retaining, charging or other attorney's lien against the Corporation whether available pursuant to common law or statute, including New York State Judiciary Law §475.

7. No conflict of representation.

(a) During the term of this Agreement, the Contractor shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the interest of the Corporation, nor will it commence any action or proceeding, or act as counsel in any action or proceeding that is adverse to the Corporation or to any Corporation officer or employee, without the Corporation's prior written consent; and

(b) The Contractor shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the interest of the Corporation, nor will it commence any action or proceeding, or act as counsel in any action or proceeding that is adverse to the Corporation or to any Corporation officer or employee insofar as that representation, interest, action or proceeding relates to the services rendered under this Agreement, without the Corporation's prior written consent.

8. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the Corporation (including

those set forth in other provisions of this Agreement) to assist the Corporation in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

9. Indemnification; Defense; Cooperation.

(a) To the fullest extent permitted by applicable law, the Contractor shall be solely responsible for and shall indemnify and hold harmless the Corporation, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), caused by the professionally negligent acts or omissions of the Contractor or a Contractor Agent; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the Corporation.

(b) The Contractor shall, upon the Corporation's demand and at the Corporation's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the Corporation and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Nothing in this provision or in this Agreement shall create or give third parties any claim or right of action against the Counsel or the Corporation beyond those provided by law.

(e) The provisions of this section shall survive the termination of this Agreement.

10. Insurance. Consultant agrees to procure and maintain, with a carrier holding an "A" rating from AM Best Company or its equivalent, the following insurance policies during the term of this Agreement and furnish proof of its procuring of the following insurance policies, or such other documents as are set forth hereunder:

(a) commercial general liability insurance covering the liability of the Consultant, and indemnifying and holding harmless the Corporation, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of Two Million (\$2,000,000) Dollars. The Corporation shall be named as additional insured on said policy;

(b) professional errors and omissions insurance in the minimum of One Million (\$1,000,000.00) Dollars.

(b) workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2); and

(c) disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8).

The Corporation shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above in Section 8 (a) through (d).

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the Corporation Supervisor or his or her duly designated deputy (the "Supervisor"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination. This Agreement may be terminated (i) for any reason by the Corporation upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the Corporation immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the Corporation and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings Against the Corporation. No action or special proceeding shall lie or be prosecuted or maintained against the Corporation upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Supervisor for adjustment and the Corporation shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Supervisor under this Section to the Corporation Attorney (at the address specified above for the Corporation) on the same day that documents are sent or delivered to the Supervisor. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the Corporation.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, or (ii) the time specified in any other provision of this Agreement.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau Corporation in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a Corporation employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Corporation, to the attention of the Supervisor at the address specified above for the Corporation, and (ii) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The Corporation shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all Corporation approvals have been obtained, including, if required, approval by the Corporation Board, and (ii) this Agreement has been executed by the Corporation Supervisor (as defined in this Agreement).

(b) Availability of Funds. The Corporation shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the Corporation from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the Corporation have executed this Agreement as of the date first above written.

(SELECTED FIRM)

By: _____
Name: _____
Title: _____
Date: _____

**TOWN OF NORTH HEMPSTEAD BUSINESS
AND TOURISM DEVELOPMENT
CORPORATION**

By: _____
Name: Judi Bosworth
Title: Board Chair
Date: _____

APPROVED AS TO FORM:

Elizabeth D. Botwin
Counsel to the Corporation

Kim Kaiman
Executive Director

[ACKNOWLEDGEMENTS TO APPEAR ON FOLLOWING PAGE]

