

**LAKE CHAMPLAIN – LAKE GEORGE REGIONAL PLANNING BOARD**

**1 Lower Amherst Street  
P.O Box 765  
Lake George, NY 12845  
Telephone: (518) 668-5773**

**NOTICE TO PROFESSIONALS**

The undersigned shall receive sealed proposals for the provision of services to the Lake Champlain – Lake George Regional Planning Board (LCLGRP) as follows:

**LCLGRP-02-21 - REQUEST FOR PROPOSALS FOR ON-CALL DATA, PLANNING AND ENGINEERING SERVICES IN CONNECTION WITH THE LAKE CHAMPLAIN – LAKE GEORGE REGIONAL PLANNING BOARD**

**Section 1. Purpose:**

The Lake Champlain – Lake George Regional Planning Board (LCLGRP), the federally designated Economic Development District for Clinton, Essex, Hamilton, Warren, and Washington Counties of New York State, is seeking proposals from qualified firms to provide data collection and analysis, planning and engineering services to the LCLGRP on an as-needed basis to enhance the LCLGRP’s activities and to assist with the implementation and execution of ongoing projects and programs.

The LCLGRP may use this agreement and assign work either in cooperation with area municipalities for selected projects or to assist LCLGRP staff with various economic development and water quality related projects, planning, and programming. The LCLGRP allows themselves to award to one or more firms, based on best value, depending on how qualified one or another might be for a certain type of project. Consultants are cautioned that no minimum amount of services will be required under this contract, and there is no minimum guaranteed amount of work hereunder. The Consultant will be assigned discreet work tasks through a written request from the LCLGRP Director detailing the nature and timeline for the work to be performed. The Consultant is then expected to provide a Scope of Services agreement with cost for signature before any services are rendered.

**Section 2. Receipt of Proposals:**

Proposers may submit Proposals by mail, hand delivery, or electronic mail at [info@lclgrp.org](mailto:info@lclgrp.org) no later than **Monday, December 13, 2021, at 3:00 p.m.** Late proposals will not be considered. Proposals delivered by mail or hand delivery require two (2) print copies of the proposal and a thumb drive with a digital version (pdf) of the proposal. Proposal must be received in a sealed envelope marked **“Proposal Enclosed – RFP – 02 – 21 On – Call Planning and Engineering Services”** at the following address:

Lake Champlain Lake George Regional Planning Board  
Attn: Beth Gilles, Director  
1 Lower Amherst Street  
PO Box 765  
Lake George, NY 12845

Submissions received by electronic mail must have the proposal attached as a PDF document with the subject line **“Proposal Enclosed – RFP – 02-21 On-Call Planning and Engineering Services.”**

## LCLGRP-02-21 – RFP for On-Call Planning and Engineering Services

All proposals must be submitted in accordance with the terms and specifications. *NYS Certified Minority and Women Owned Business (MWBE) and/or Service-Disabled Veteran-Owned Businesses (SDVOB) are encouraged to apply.*

**2.1** Questions regarding these specifications shall be directed to Allison Gaddy, no later than Noon on Monday, November 29, 2021, by e-mailing to [Allison.Gaddy@lclgrp.org](mailto:Allison.Gaddy@lclgrp.org). All questions must be submitted in writing. Responses to any questions will be provided by written addenda posted to the website at [www.lclgrp.org](http://www.lclgrp.org). LCLGRP shall not be bound by any verbal responses.

**2.3** LCLGRP reserves the right to award the Contract under this RFP to the firm(s) whose proposal best serves the interest of LCLGRP. LCLGRP reserves the right to reject any and all proposals or part thereof, not considered to be in the best interest of LCLGRP, and to waive any technical or formal defect in the proposals which is considered by LCLGRP to be merely irregular, immaterial, or unsubstantial.

### Section 3. Scope of Services:

The selected proposer will be the On-Call Planning and Engineering Consultant to LCLGRP whose duties shall include data collection and analysis, planning, and engineering services on an as-needed basis to enhance and support the LCLGRP's activities and to assist with the implementation and execution of ongoing projects and programs. The Consultant will be assigned discreet work tasks through a written request from the LCLGRP Director detailing the nature and timeline for the work to be performed. The Consultant is then expected to provide a Scope of Services agreement with cost for signature before any services are rendered.

The LCLGRP may use this agreement and assign work either in cooperation with area municipalities for selected projects or to assist LCLGRP staff with various economic development and water quality related projects, planning, and programming. No minimum amount of services shall be required under this contract, and there is no minimum guaranteed amount of work hereunder. The LCLGRP allows themselves to award to one or more firms, based on best value, depending on how qualified one or another might be for a certain type of project.

The agreement will establish an hourly rate schedule for services based upon assigned staff.

### 3.1 Time for or Duration of Services:

The duration of the contract will be for a term of two (2) years with an optional renew clause for another two (2) years. These projects are state and federally funded and will be subject to the certifications and conditions thereby required.

At all times the LCLGRP, reserves the right to terminate the agreement upon thirty (30) days written notice to the Consultant, or in the event of non-performance, immediately terminate.

### 3.2 Responses to this RFP:

- A. **Proposals must be received no later than Monday, December 13, 2021 at 3:00 p.m.** All parties interested in responding, must deliver **two hardcopies of the proposal and one PDF version (uploaded to a storage device) or one electronic (PDF) version delivered by electronic mail.**

The LCLGRP may reject proposals, or any portions thereof, which are materially incomplete

and/or which do not conform to the proposal content or submission requirements. The Board also reserves the right, to the extent permitted by law, to waive any irregularity, variance or informality in a proposal in keeping with the best interests of the LCLGRP and to accept proposals which do not significantly alter the proposal's scope.

- B. Proposals received by hand delivery or mail are to be enclosed in a sealed envelope, plainly marked as **“LCLGRP-02-21 - Proposal for On-Call Planning and Engineering Services”** and **addressed and or delivered to:**

Lake Champlain – Lake George Regional Planning Board  
ATTN: Beth Gilles, Director  
1 Lower Amherst Street  
PO Box 765  
Lake George, NY 12845

Submissions received by electronic mail must have the proposal attached as a PDF document attached with the subject line **“Proposal Enclosed – RFP – 02-21 On-Call Planning and Engineering Services.”**

**Proposals received after 3:00 p.m. Monday, December 13, 2021, will not be considered.**

- C. **When responding to this request, please send appropriate information, such as resumes, description of your company and experience which must include the following information:**
- a. Description of firm/staff qualifications, experience, and availability. At least one primary staff contact should be identified that would serve as a project manager for assigned work. Proposed project managers should be experienced with public presentations.
  - b. List of references and description of related work completed.
  - c. Itemized cost proposal including hourly and / or task-specific rates as feasible and relevant to the potential tasks listed above. Itemized cost proposals must include the Title and Hourly Rate for any proposed staff.
  - d. Applicants are encouraged to emphasize their relative areas of expertise within their respective proposals.
  - e. LCLGRP staff will be looking for unique or diverse skills as part of the selection process.
  - f. Proposing firms should submit information that describes the background and experience of staff to be available for assignment.
  - g. Demonstration of meaningful DBE/MBE/WBE/SDVOB participation will also yield a competitive advantage for applicants during the selection process.
  - h. Construction engineering will not be a significant element of these agreements. Anticipated tasks to be issued or requested through this contract mechanism could include but are not

limited to compilation and analysis of demographic and industry data, creation of charts, maps and other graphics, and GIS mapping and data visualization.

- i. Cost and past performance will be considered, along with any other qualifications as determined by the LCLGRP.

**Section 4. Questions:**

If there are any questions concerning this RFP or services to be rendered, please contact Allison Gaddy, Senior Planner at [Allison.gaddy@lclgrp.org](mailto:Allison.gaddy@lclgrp.org) no later than Noon on Monday, November 29, 2021. All questions must be submitted in writing. Responses to any questions will be provided by written addenda posted to the website at [www.lclgrp.org](http://www.lclgrp.org). LCLGRP shall not be bound by any verbal responses.

**Section 5. RFP General Terms and Conditions:**

- A. The Consultant selected shall be required to furnish an engagement letter and/or execute an agreement. The terms of such engagement letter or agreement is subject to discussion and agreement but is anticipated to include the following:
  1. Inclusion of a scope of services similar to that set forth in this Request for Proposals unless modified upon agreement by the LCLGRP.
  2. A provision shall be included, which allows LCLGRP to terminate services at any time upon thirty (30) days written notice.
  3. To the extent allowed under law or not prohibited by the contract, a credit of the fee payable shall be provided in the event that services are terminated and/or deleted.
  4. Insurance coverage satisfactory to the LCLGRP. In order to be considered for selection to provide the services requested by this RFP, the Contractor submitting the proposal must agree to not limit professional, general or other liability to an amount less than the limits of the required insurance coverage.
  5. A provision that requires all services performed under a contract awarded to the successful Contractor shall conform to prevailing professional or provider standards and to the requirements of the contract. Upon written notice of any defect from the LCLGRP, the Contractor will be expected to correct or re-perform any defective or nonconforming services at no cost to LCLGRP. If the Contractor fails or refuses to correct or re-perform, the LCLGRP shall be entitled to any remedy that may be provided for under the contract, and in any event, that may be authorized by law.
  6. A provision requiring the Contractor to defend, indemnify and hold harmless the LCLGRP with regard to any negligent acts or omissions or malfeasance with regard to the services performed or to be performed.

**LCLGRP-02-21 – RFP for On-Call Planning and Engineering Services**

The successful Contractor shall indemnify and hold harmless the LCLGRP, their officers, directors, agents and employees from, and against any and all claims, notices of claim, demands or causes of action for injury or death to any person, including Contractor's employees or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising, directly or indirectly, out of or resulting from, the performance of the Contractor's work or any negligent or wrongful acts, errors, omissions, negligence, incompetence, malfeasance and misfeasance by the Contractor, its employees, agents, materialmen, suppliers and/or subcontractors in the performance of its obligations under the agreement. The LCLGRP and the Contractor shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions. If this indemnity, or any part thereof, is made void or otherwise impaired by any law controlling construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification in whole or in part to the fullest extent permitted by law.

7. A provision requiring the Contractor to assume sole responsibility for completing services as requested and the Contractor may not assign the work to be performed without the consent of the LCLGRP, which consent shall rest in the sole discretion of the LCLGRP.
  8. A provision providing that the Contractor shall not be deemed an agent of the LCLGRP for any purpose whatsoever.
  9. Inclusion of such other terms and conditions that may be required pursuant to Federal or State Law, Regulation and/or by the LCLGRP Attorney.
- B. Please note that retention of services by reason of this RFP is not certain. The right to reject any and all proposals, solicit new or additional proposals or perform some or all of the services in-house or by using services available from professionals currently under contract are retained at all times, even after proposals have been reviewed and considered.
- C. Additional information, interviews and/or presentations may be required at the option of LCLGRP. In no event shall the LCLGRP, its Boards, Officers and employees be liable for any costs incurred for the preparation of and participation in the submission of responses to this request or subsequent interviews of persons or companies.
- D. It is the Contractor's sole responsibility to be familiar with and understand all terms and conditions regarding the RFP before the opening. Any questions should be submitted in writing to the contact person listed above and, if relevant, should cite the section and page number of the RFP document relating to the question raised by the Contractor. Answers to all questions of a substantive nature will be given to all Contractors as a formal addendum which will be annexed to and become part of the RFP. Please be advised that LCLGRP shall not be bound by any verbal response by any LCLGRP employee which is not confirmed in writing.
- E. LCLGRP reserves the right to waive or modify minor irregularities in proposals received,

utilize any and all ideas submitted in the proposals unless those ideas are covered by legal patent or proprietary rights and generally adapt any or all of the proposal in developing contract language. With regard to legal patent or proprietary rights, it shall be incumbent upon the party furnishing the proposal to notify the LCLGRP of such.

- F. Nothing contained herein shall be deemed an offer by the LCLGRP or be interpreted as making a representation or giving any assurances that a contract may be entered into or that LCLGRP is in some fashion obligated. Should LCLGRP be unsuccessful in negotiating a contract with the Contractor within the time frame acceptable to LCLGRP, the LCLGRP may begin contract negotiations with another Contractor responding to the RFP, reject all RFPs, re-advertise, or take such other action as may be deemed appropriate.
- G. Proposals will not be returned once submitted, and the LCLGRP may dispose of the same in any manner allowed under law.
- H. Submission of the proposal to LCLGRP shall be deemed consent for the proposals to be publicly identified, and information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the proposal as trade secrets, as affecting present or imminent contract awards, or other information allowed to be kept confidential pursuant to the Section 87 of the Public Officer's Law of the State of New York. In order to designate information as confidential, the Contractor submitting the proposal must highlight the information and inform the LCLGRP of its desire to keep that information confidential in a letter transmitting the proposal. Whether the information designated by the Contractor is allowed to be kept confidential pursuant to New York State Laws shall be determined by the Director upon consultation with the LCLGRP Attorney and notice of such determination shall be made to the Provider prior to the release of the information to afford the service provider an opportunity to appeal the decision.
- I. LCLGRP reserves the right to make any investigation deemed necessary to determine Contractor qualifications and responsibility. The Contractor shall furnish to the LCLGRP, upon request, all data pertinent thereto.
- J. Submission of a proposal constitutes agreement to all terms and conditions set forth herein. By submitting a signed proposal, the Contractor a) warrants that the contents of its proposal are accurate and binding upon the Contractor; b) represents that its staff is knowledgeable about the services to be provided as identified in this RFP; and c) warrants that it will use reasonable and appropriate efforts to provide such services in a professional and timely manner. In addition, the Contractor further warrants that it has become sufficiently acquainted with the conditions, facts, and circumstances relating to providing the requested services. Failure or omission of the Contractor to adequately acquaint itself with existing conditions, facts and circumstances shall not in any way relieve it of any obligations with respect to this RFP.
- K. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of an individual's age, race, creed, color, national origin, gender identity or expression, sexual orientation, military status, sex, disability, predisposing

genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

- L. LCLGRP reserves the right to allow all municipal and not-for-profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the LCLGRP and the vendor.

**CONSULTANT’S ACKNOWLEDGMENT**

(If a Corporation)

STATE OF NEW YORK )

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the within instrument, who being duly sworn by me did depose and say that the said \_\_\_\_\_ resides at \_\_\_\_\_ and that he is the \_\_\_\_\_ of said Corporation and knows the Corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name by like order.

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

**CONSULTANT’S ACKNOWLEDGMENT**

(If an Individual)

STATE OF NEW YORK )

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the same person described in and who executed within instrument and he duly acknowledged to me that he executed the same.

Notary Public



**CONSULTANT’S ACKNOWLEDGMENT**

(If a Co-Partnership)

STATE OF NEW YORK )

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be a member of the firm of \_\_\_\_\_ and the person described in, and who executed the within instrument on behalf of said form, and he acknowledged to me that he executed the same.

Notary Public

**INSURANCE AND INDEMNIFICATION**

1. The Consultant shall purchase and/or maintain insurance policies approved by the LCLGRP, naming LCLGRP as an additional insured on a primary, non-contributory basis (except for Workers’ Compensation & Disability Coverage) from a New York State Licensed Insurer with an A.M. Best Rating of A- or better. The Consultant shall furnish such evidence of the policies (certificates and/or copies of the policy) as may be requested by the LCLGRP. The Consultant shall also be required to indemnify LCLGRP for any applicable deductibles. The policies shall contain a thirty (30) day notice of cancellation clause, shall provide “primary” coverage for LCLGRP, its board, officers and/or employees and be of the following types and in the limits indicated:
  - A. Professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate.
  - B. Comprehensive general liability insurance, containing a contractual liability endorsement in favor of the LCLGRP for the liability imposed by paragraph 3 hereof, in an amount of not less than \$1,000,000.00 per occurrence single limit for bodily injury death, and property.
  - C. Automobile Liability Insurance coverage with limits of \$1,000,000 combined single limit for owned, hired and/or non-owned motor vehicles.
  - D. Workers’ Compensation - statutory limits and as set forth below:
    - i. CE-200 – Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage (*Effective 12/1/08, this form can be filled out electronically on the Workers’ Compensation Board website ([www.web.state.ny.us](http://www.web.state.ny.us)) under the heading of “Forms”. Those businesses filing electronically can print a finished CE-200 immediately upon completion. Those businesses without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers’ Compensation Board, and may wait up to four (4) weeks before receiving the form. Once the applicant receives the CE-200, the applicant will submit same to the LCLGRP*); OR
    - ii. C-105.2 – Certificate of Workers’ Compensation Insurance (*the business’ insurance carrier will send this form to the LCLGRP upon request*); OR
    - iii. U-26.3 - Certificate of Workers’ Compensation Insurance (*this form is used in lieu of C-105.2, when the insurance is obtained through the New York State Insurance Fund*); OR
    - iv. SI-12 - Certificate of Workers’ Compensation Self-Insurance (*the business calls the Board’s Self-Insurance Office at 518-402-0247 to obtain this form*); OR
    - v. GSI-105.2 – Certificate of Participation in Workers’ Compensation Group Self-Insurance (*the business’ Group Self-Insurance Administrator will send this form*

to the LCLGRP upon request).

**NOTE: ACORD forms are not acceptable proof of workers' compensation coverage.**

E. Disability Insurance - statutory limits and as follows:

- i. CE-200 – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (*Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website ([www.web.state.ny.us](http://www.web.state.ny.us)) under the heading of "Forms". Those businesses filing electronically can print a finished CE-200 immediately upon completion. Those businesses without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers' Compensation Board, and may wait up to four (4) weeks before receiving the form. Once the applicant receives the CE-200, the applicant will submit same to the LCLGRP*); OR
  - ii. DB-120.1 - Certificate of Disability Benefits Insurance (*the business' insurance carrier will send to the LCLGRP upon request*); OR
  - iii. DB-155 - Certificate of Disability Benefits Self-Insurance (*the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain*).
2. The Consultant shall provide written proof of such insurance to the LCLGRP at the time of the execution of this Agreement, and whenever such insurance coverages are renewed during the term of this agreement. All policies of insurance shall provide that the same may not be canceled except upon fourteen (14) days prior written notice to the LCLGRP.
  3. The Consultant shall indemnify and hold harmless the LCLGRP, its officers, directors, agents and employees from, and against any and all claims, notices of claim, demands or causes of action for injury or death to any person, including Consultant's employees or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising directly or indirectly, out of or resulting from, the performance of Consultant's work or any negligent or wrongful acts, errors, omissions, negligence, incompetence, malfeasance and misfeasance by the Consultant, its employees, agents, material men, suppliers and/or subcontractors in the performance of its obligations under this agreement. The LCLGRP and the Consultant shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions. If this indemnity, or any part thereof, is made void or otherwise impaired by any law controlling construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification in whole or in part to the fullest extent permitted by law.
  4. The Consultant shall promptly advise the LCLGRP of all damages to property of the LCLGRP or of others, or of injuries incurred by persons other than employees of the Consultant, in any manner relating, either directly or indirectly, to the performance of this Agreement.

## PROPOSAL

**LCLGRP-02-21 – RFP for On-Call Planning and Engineering Services**

PROPOSAL OF: \_\_\_\_\_  
COMPANY NAME

TO: Beth Gilles, Director  
Lake Champlain – Lake George Regional Planning Board  
1 Lower Amherst Street, PO Box 765  
Lake George, NY 12845

The undersigned, having carefully examined the specifications and having to their satisfaction ascertained all the facts concerning these specifications, herewith submits a proposal including all information requested in the specifications attached hereto.

Date: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Contractor Name (Printed): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail of contact person: \_\_\_\_\_

**REFERENCE SHEET**

All bidders will be required to complete this form providing three references of past performance. References should involve project and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six months. The LCLGRP reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

Indicate filing date on the line provided.

BIDDERS NAME: \_\_\_\_\_

REFERENCES NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

\*\*\*\*\*

BIDDERS NAME: \_\_\_\_\_

REFERENCES NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

\*\*\*\*\*

BIDDERS NAME: \_\_\_\_\_

REFERENCES NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

**PROPOSAL**

CORPORATE RESOLUTION

RESOLVED that \_\_\_\_\_  
(Name)

be authorized to sign and submit the Bid, or Proposal, of this Corporation for the following project:

\_\_\_\_\_  
(Title of Project)

and to include in such Bid Proposal the Certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies of misstatements in such certifies this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by \_\_\_\_\_

Corporation at a meeting of its Board of Directors held on

the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, and is still in force and effective on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SECRETARY  
(Signature)

(SEAL OF CORPORATION)

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the LCLGRP receive information that a Bidder/Contractor is in violation of the above-referenced certification, the LCLGRP will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the LCLGRP shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The LCLGRP reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_

201\_\_

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

**CERTIFICATION**

Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 675 of the Laws of 1966, and further amended by Chapter 56 of the Laws of 2010, effective June 22, 2010.

- (a) By submission of this 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 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 bidder or with any competitor;
  - (2) 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 or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the General Municipal Law.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the District Manager of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- (c) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (d) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, on behalf of the corporate bidder.

\_\_\_\_\_  
Individual Bidder

\_\_\_\_\_  
Co-Partnership

By \_\_\_\_\_  
Partner

\_\_\_\_\_  
Corporation

By \_\_\_\_\_  
President