

Section I – General Requirements

1.1. Introduction

The Village of Johnson City is soliciting proposals from qualified vendors to fully fund, design, install, operate, maintain, market and potentially remove electrical vehicle (EV) charging stations, also known as electric vehicle supply equipment (EVSE), on publicly owned property for public use. This work will also include assisting the Village of Johnson City in identifying ideal site locations for the EVSE installations.

The Village of Johnson City wishes to install eight (8) Dual-Port Free Standing Level 2 Electronic Vehicle (EV) charging stations (208/240 V AC @30A; with remote access, network capability and Cable Management Kit). Said locations for the EVCS shall be located along Lewis Street and at municipal lots on Avenue C. Successful bidder will also be granted rights to install additional EVSE to future sites under the same terms and conditions of the technical specifications.

1.2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process and the subsequent contract. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Village of Johnson City, hereinafter referred to as the “Municipality”, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful vendor, as accepted by the Municipality, will become part of any contract awarded as a result of the RFP.

This RFP does not commit the Municipality to award a contract. No other party, including any vendor, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the Municipality, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This RFP and the process it describes are proprietary to the Municipality and are for the sole and exclusive benefit of the Municipality. Any response, including written documents and verbal communication by any vendor to this RFP, will become the property of the Municipality.

It shall be the vendor’s responsibility to review and verify the completeness of its proposal. The Municipality may, after proposals are received and opened, but prior to completing the evaluation of the proposals, provide the opportunity for vendors to provide clarification, if requested by the Municipality, regarding their submission. The presentation, if required, shall address only those matters specified by the Municipality. The presentation shall not be used for negotiation of a contract contrary to law.

Municipality employees and officials are prohibited from responding to this RFP or being a party, direct any contract resulting from the RFP and no proposal shall be accepted from, or contract awarded to, any Municipality employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest.

1.3. Schedule

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

- | | |
|--|---------------------------|
| 1. Release of RFP | August 8, 2022 |
| 2. *Pre-bid Site Meeting (If requested) | August 15, 2022 |
| 3. Questions and Clarifications Due | August 19, 2022 |
| 4. Final Interpretations and Addenda Issued | August 23, 2022 |
| 5. Proposal Due Date | September 6, 2022 |
| 6. Evaluation Completed | September 13, 2022 |
| 7. Governing Body Action | September 20, 2022 |

1.4. Proposal Submission Information

Submission Date and Time: **September 6, 2022 at 12:00 p.m.**

One (1) Original **signed in ink** and two (2) copies.

Note: Three (3) ring binders or elaborate binding is unnecessary.

1.4.1. Submission Office:

Village of Johnson City
Village Hall
Planning Department
243 Main Street, Johnson City, NY 13790

1.4.2. Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be **signed in ink** and marked to distinguish it from the two (2) copies. **Faxed or emailed proposals will not be accepted.**

1.4.3. Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual or represents the principal or principals involved in the proposal. RFP responses shall remain binding for a period of sixty (60) calendar days from the stated submitted date.

1.5. Municipality Representative for this Solicitation

Please direct all questions in writing to:

Stephanie Yezzi, CFM
Director of Planning
(607) 797-9098 ext. 5234
seniorplanner@villageofjc.com

1.6. Interpretations and Addenda (Respondents Responsibilities)

- 1.6.1. The respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the Municipality. The respondent accepts the obligation to become familiar with these specifications.
- 1.6.2. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondents should be promptly reported in writing to the Municipality. In the event the respondent fails to notify the owner of such ambiguities, errors or omissions, the respondent shall be bound by the requirements of the specifications and the respondent's submitted bid.
- 1.6.3. No oral interpretation or clarification of the meaning of the specifications for any goods and services will be made to any respondent. Such request shall be in writing, addressed to the Qualified Purchasing Agent. In order to be given consideration, written requests for interpretation must be received at least three (3) business days **prior** to the date fixed for the opening of the bids for goods and services.
- 1.6.4. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Respondents. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the respondent in the bid by completing the Acknowledgement of Receipt of Addenda form. The Municipality's interpretations or corrections thereof shall be final.

1.7. Quantities of Estimate

Whenever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The Municipality reserves the right to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the Municipality to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

1.8. Cost Liability and Additional Costs

The Municipality assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the Municipality shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Municipality as noted in 2.6, are not to be billed and will not be paid.

1.9. Insurance and Indemnification

A. Insurance Requirements

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the respondent covering all employees engaged in performance of this contract in accordance with the applicable statute.

Minimum Employer's Liability \$1,000,000.

2. General Liability Insurance

This insurance shall have limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, and shall be maintained in force during the life of the contract by the respondent. Includes per project aggregate endorsement.

3. Automobile Liability Insurance

This insurance covering respondent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 each accident, shall be maintained in force during the life of this contract by the respondent.

B. Certificates of the Required Insurance

The contractor shall provide Certificates of the Required Insurance as listed above along with the contract as evidence covering Commercial General Liability, Commercial Automobile Liability, Umbrella Liability and Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New York and shall name the Municipality as an additional insured on a primary non-contributory basis, including completed operations, on all policies except workers compensation.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Municipality as an additional insured.

C. Indemnification

The contractor shall indemnify and hold harmless the Municipality, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the Municipality may be subjected or put by reason of injury to the person or property of another, or the property of the Municipality, including attorney's fees and costs relating to the defense of such claims, resulting from negligent acts or omissions on the part of the respondent, the respondent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement. The Municipality shall be named "Additionally Insured" on the contractor's insurance policy.

Section II - Statutory and Other Requirements

The following are mandatory requirements of this bid and contract.

- 2.1. **Contractor will provide Umbrella Liability** which shall be the maximum limits available under the policy but no less than each occurrence \$2,000,000. The aggregate limit will be at least \$2,000,000. The Umbrella Liability must provide Primary coverage over all the scheduled underlying policies including the coverage for the Additional Insureds, Per Project Aggregate and Waiver of Subrogation.

Contractor waives all rights of subrogation against the Municipality and will have all policies endorsed setting forth this waiver of subrogation.

Contractor will provide the Municipality an Owners' Protective policy written in the name of the

Municipality with a limit of at least \$1,000,000. This policy will be in force during the period of construction.

2.2. Disclosure of Investment Activities in Iran (See Exhibit A)

The Iran Divestment Act, with certain exceptions, prohibits the Village from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each bidder is required to certify at the time it submits its bid that it is not on a list of entities engaged in investment activities in Iran created by the Commissioner of the NYS Office of General Services pursuant to the State Finance Law.

The bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid. Said certificate is a requirement of Section 103-g of the General Municipal Law.

2.3. Non-Collusion Affidavit (See Exhibit B)

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

2.4. Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Saturdays, Sundays and Holidays excepted, the Municipality may then, at its option, accept the proposal of another respondent.

2.5. Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the Municipality, that the date on which the work shall be complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the Municipality.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the Municipality, that the time of completion of the services described herein is a reasonable time for the completion of it.

2.6. Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Municipality by notice to each party.

Section III – Technical Specifications

The Municipality wishes to install eight (8) Dual-Port Free Standing Level 2 Electronic Vehicle (EV) charging stations (208/240 V AC @30A; with remote access, network capability and Cable Management Kit). Said locations for the EVCS shall be at the.... Successful bidder will also be granted rights to install additional EVSE to future sites under the same terms and conditions of the technical specifications.

3.1. Scope of Project

- Provide attractive and well-maintained EVSE.
- Cover all costs associated with installation, maintenance, operation and electricity for the EVSE. The vendor may establish a service charge and method of payment collection to recoup these costs as well as any operating profit from EVSE users.
- Provide a revenue sharing program for the Municipality to receive a percentage (%) of the net revenues generated by the EVSE.
- Identify best siting locations within the various Municipality properties listed above, reasoning behind the location selection and accompanying notes.
- Provide proper EV parking signage and reconfiguration of any parking stalls for EV parking.
- Market the project as well as provide product advertisement.
- Offer options for EVSE when the agreement expires (i.e., charging unit removal, transfer of ownership, contract renewal options).
- The Municipality shall provide the required parking spaces to accommodate the EVSE within the parking facilities at no cost to the vendor.
- Comply with all permits, ADA and parking requirements.

3.2. Vendor Background & Work Experience

- Vendor shall provide a list of all Municipalities (within Morris, Bergen, Sussex and Passaic County) local utility (i.e., PSE&G, JCP&L) territory in which the vendor has provided and maintained publicly available EVSE during the last five (5) years. Please list towns with active EVSE and communities where EVSE have been removed. Also include the following information for each town:
 - Name of the organization that contracted with you for EVSE sites.
 - Name of the contact person and phone number.
 - Number of EVSE provided.
 - Time period that the EVSE were installed.
 - Reporting sales & usage (sample reports).
- A list of vendor's five (5) most recent projects with a short description of the scope of work.
- A list of any public agencies that have chosen to cancel or not renew EVSE contracts with your vendor during the last five (5) years. Provide names of agencies, names and phone numbers of persons who can be contacted.

- Provide qualifications of the local contractors that will perform the EVSE installations. Demonstrate that the vendor is working with licensed electrical contractors employing state-certified electricians to handle EVSE installations and maintenance.
 - List any EVSE-specific trainings or certifications that the vendor's electrical contractor and/or the contractor's electricians have completed, if applicable (i.e. Electric Vehicle Infrastructure Training Program (EVITP)).
 - Include the number of EVSE installations completed to date by the vendor's electrical contractor and/or the contractor's electricians.
 - Demonstrate and understanding of the Municipality's processes, required permits, permit costs, licenses and applicable state and local codes specific to EVSE and procedures for this type of project.

3.3. **Scope of Work**

- A written and pictorial description of the proposed EVSE design including:
 - Comprehensive specifications (make, manufacturer and model numbers of equipment).
 - Delivery and proposed installation schedule.
 - The submission of more than one type of charging station is permitted, however, if the selection of any particular design would result in a change to the proposed rate structure and method of collection, those changes must be noted.
- Metering configurations identifying how the vendor will provide the electricity to the EVSE and consumer at no cost to the Municipality.
 - Process and schedule for reimbursement to the Municipality for cost recovery of electricity provided to EVSE (if applicable).
- Proposed EVSE end-consumer rate structure (i.e., charging customers per kWh usage or plug time) and customer method of payment (i.e., credit card reader for universal usage or restricted access for only network users).
- Description of the proposed EVSE maintenance program including the location of maintenance facilities, number of staff that will be available for maintenance and anticipated response times.
- Description of ability and staff expertise to provide services including marketing, installation, monitoring and maintenance of EVSE.
 - Quality control/safety features.
 - Marketing plan details and available resources.
- Options for EVSE when the contract agreement expires (i.e., charging unit removal, transfer of ownership, contract renewal options) and responsible party for any costs incurred (if applicable). Highly preferred that the vendor cover any removal costs.
- The contractor/installer shall be responsible for completing and submitting all required permit paperwork prior to starting work.

3.4. **Operation and Maintenance**

The selected vendor shall be responsible to provide all necessary materials, equipment, parts, tools labor and incidentals necessary to market, operate, maintain, and repair the installed facilities for a period of five (5) years from the date that the stations become fully operational. The terms shall be

automatically renewed for two (2) additional five (5) year renewal terms. Specific requirements during this period include:

- Once EV charging stations become operational, the selected vendor shall register the stations with applicable websites to inform potential users of availability.
- EVSE must be GFIC protected.
- The selected vendor shall coordinate with the Municipality on signage, brochures, internet and social media advertising, media releases, etc. necessary for the successful promotion of the installed facilities.
- Outside advertising may be permitted on the EV charging stations upon Municipality approval. Business would have to be located in the Municipality would share in the revenue.
- Maintain and upgrade, as necessary, the EV charging station software.
- Provide a registration and billing service for users.
- Provide necessary access cards or website/mobile application.
- Provide a customer support hotline to resolve any user issues, complaints, and inquiries.
- Maintain the chargers, ancillary equipment, signage and facility infrastructure (wiring, concrete, asphalt, protection, communications, etc.).
- If the equipment requires maintenance or replacement due to vandalism or by accident, the Municipality will not be responsible for its repair or replacement. Selected vendor would have the option to replace, repair or remove the EVSE.
- Provide all necessary routine maintenance, component replacement, and any software and network upgrades.
- Maintenance shall be provided by local service providers who have the capabilities and capacity to provide any necessary troubleshooting, repairs, maintenance and upgrades.
- The vendor shall provide a wireless communication system capable of monitoring and reporting of any error or malfunction of the installed EV charging stations 24 hours a day, 7 days of week.
- Upon notification of an error or malfunction, immediately notify the Director of Public Works within one (1) hour. Mr. Quinn can be reached at 973-691-0900 ext. 7340.
- A maintenance crew shall respond to any error or malfunction within four (4) hours of notification by either the system or the Town.
- No error, malfunction, repair, upgrade or maintenance activity shall cause an individual EV station to be inoperable for longer than seventy-two (72) hours.
- Provide all necessary networking services required for communications, billing, data reporting, error and malfunction reporting.
- Snow removal around and within the station shall be the responsibility of the Municipality.
- The selected vendor shall make availability all usage data and reports within the capabilities of the installed software. Data must be provided in written reports on a monthly basis and/or through a secured internet interface. Reports and data to be provided for each facility shall include:
 - Date and time of usage of individual stations.
 - Total monthly usage of Total kWh and Total kW consumed/provided.
 - Total dollar amounts charged to users
 - Station status
 - All malfunctions and errors
- Provide any necessary operational training to Municipality staff.

3.5. Contract Term

The effective period of this contract shall be for five (5) years. The terms shall be automatically renewed for two (2) additional five (5) year renewal terms. Upon expiration of the second renewal term, unless terminated earlier, the agreement shall continue on a month-to-month basis.

3.6. Use of Sub Contractors and Other Subordinate Entities

The Municipality will entertain proposals that include the use of subcontractors. In such event, the bid proposal must clearly state the extent and nature of the work proposed to be delegated to the subcontractor or other entity. The same information required by this bid to be provided by the bidder shall also be provided or each proposed subcontractor or subordinate entity.

3.7. Time of Completion

The electrical vehicle charging stations shall be fully installed and operating by December 31, 2022.

3.8. Cost Proposal

Responding vendors shall provide the following:

- Service charge to the occupant.
- Revenue Sharing proposal.

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information may be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

1. Number of years in business under present name & address:

If less than 5 years, list previous names and address:

2. Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: _____. If yes, provide the details in on a separate page.
3. Have any liens and lawsuits been filed against the company in the past 5 years:

If yes, please provide details:

4. List similar services you are now providing for which you have signed contract, but not yet started work:
-
-
-
-
5. Please provide at least 3 references on the following page.

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Municipality

EXCEPTIONS

IF NONE, SO STATE

Section IV – Evaluation, Review and Selection Process

4.1. Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submitted date. The Municipality will either award the Contract within the applicable time period or reject all proposals.

The Municipality may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consent thereto may, at the request of the Municipality, be held for consideration for such longer period as may be agreed.

4.2. Rejection of Proposals

The Municipality reserves the right to reject any or all proposals, or to reject any proposal, if the evidence submitted by, or investigation of such respondent fails to satisfy the Municipality that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Municipality reserves the right to waive any minor informality in the RFP.

4.3. Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

4.3.1. Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

4.3.2. Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

4.3.3. Management, Experience and Personnel Qualifications

Expertise of the vendor shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. The subcontractors' qualifications must also be detailed in the Qualification Statement of the proposal.

4.3.4. Ability to Complete the Project/Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated. The ability of the respondent to complete the project in a competent and expeditious manner based on the workload of the firm, availability of qualified staff, and equipment.

4.3.5 Cost

Total overall costs to complete the project, the cost of maintenance, and a schedule of additional fees for continuing services will be considered. Costs are explained.

Municipality
RFP DOCUMENT CHECKLIST

The following is a checklist of items which shall be submitted with the proposal.

- | | Initial each required
entry and submit |
|--|---|
| 1. Acknowledgment of Receipt of Addenda | _____ |
| 2. Disclosure of Investment Activities in Iran (Exhibit A) | _____ |
| 3. Non-Collusion Affidavit (Exhibit B) | _____ |
| 4. Experience & Qualifications Questionnaire | _____ |
| 5. References | _____ |
| 6. Work Experience, certifications and licenses as per the Technical Specs | _____ |

Company Name: _____

Full Name (Print): _____

Signature: _____

Title: _____

Contact Phone Number: _____

Contact Email: _____

Municipality

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

This form must be submitted whether or not addenda were issued. If no addenda were issued, check the “No Addenda were received box” and complete the signature section.

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>Addendum Number/Description</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)

No addenda were received:

Acknowledged for: _____

(Name of Respondent)

By: _____

(Signature of Authorized Representative)

Name: _____

(Print or Type)

Title: _____

Date: _____

EXHIBIT A

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Iranian Energy Sector Divestment Certification:

Please be advised that, The Iran Divestment Act of 2012 (effective April 12, 2012) is codified at State Finance Law ("SFL") 165-a and General Municipal Law ("GML") Section 103-9. The Iran Divestment Act, with certain exceptions, prohibits the Village from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each bidder is required to certify at the time it submits its bid that it is not on a list of entities engaged in investment activities in Iran created by the Commissioner of the NYS Office of General Services pursuant to the State Finance Law.

Each bidder must hereby represent that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment". The bidder must affirm that, pursuant to Iranian Energy Sector Divestment Law, that bidder has not invested more than \$20 million in the Iranian energy sector. 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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid. Said certificate is a requirement of Section 103-g of the General Municipal Law. The Certification starts below. **A bid shall not be considered for award nor shall any award be made where the bidder fails to submit a signed and verified bidder's certification.**

Certification Pursuant to Section 103-g of General Municipal Law IRANIAN ENERGY SECTOR DIVESTMENT

1. Bidder hereby represents that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Bidder has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:
 - 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law"
4. Except as otherwise specifically provided herein, any bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder cannot make the certification as set forth in subdivision (a) above, the bidder shall so state and shall furnish with the bid a signed

statement setting forth in detail the reasons therefore. The Municipality reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid to any bidder who cannot make the certification, on a case-by-case basis under the following circumstances:

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b) The Municipality has made a determination that the goods or services are necessary for the Municipality to perform its functions and that, absent such an exemption, the Municipality would be unable to obtain the goods or services for which the bid is offered. Such determination shall be made by the Municipality in writing and shall be a public document.

BIDDER’S CERTIFICATION:

[] 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

[] I am unable to certify that my name and the name of the bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Signature	Title
Company Name	Date

STATE OF NEW YORK)
 COUNTY OF _____) ss:

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

 Notary Public

 Dated

EXHIBIT B

NON-COLLUSIVE BIDDING CERTIFICATE
(Required by Section 103-d of the General Municipal Law)

Section 103-d: “Statement of non-collusion in bids and proposals to political subdivisions of the State.”

1. Every bid hereafter made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalty of perjury: non-collusive bidding certification.
 - (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 thereof certifies as to its own organization, under penalty of perjury, that to the best of his own 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 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.
 - (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 set forth in detail the reasons therefore. 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 head of the purchasing unit of the state, public department or agency to which the bid is made, of his designee determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication or new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please type)

Signature

Date