



**CITY OF ALBANY
DEPARTMENT OF**

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
TREE MAINTENANCE AND EMERGENCY WORK SERVICES**

**PROPOSALS DUE: SEPTEMBER 18, 2018
AT 12:00 PM**

RFP 2018-24

AUGUST 28, 2018

City of Albany, New York

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
TREE MAINTENANCE and EMERGENCY WORK SERVICES**

Proposal Number 2018-24
August 28, 2018

IMPORTANT NOTICE:

A restricted period is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Proposers are prohibited from contact related to this procurement with any City of Albany employee other than the designated contacts listed below refer to:

Designated Contacts for this Procurement:

For Project Specific Clarifications:.....Jay Lavigne, City of Albany Forester

For Public Procurement Process Clarifications:Kenneth B. Miller, Esq.

SECTION 1: PURPOSE

1.1 The City of Albany hereby requests proposals from qualified entities to provide Tree Maintenance and Emergency Work services to the City of Albany. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS:

2.1 Four (4) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed - Tree Maintenance and Emergency Work Services" no later than **September 18, 2018 at 12:00 pm** at the following address:

Kenneth B. Miller, Esq.
Assistant Corporation Counsel
City Hall - Room 106
24 Eagle Street
Albany, New York 12207

2.2 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.

2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any entity, firm or individual for any costs

incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.

- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, require supplemental statements or information from any responsible party, negotiate potential contract terms with any respondent to this RFP, have discussions with any respondent to this RFP to correct and/or clarify responses which do not conform to the instructions contained herein and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.6 The City of Albany reserves the right to award the services, in whole or in part, to one or more entities, firms and/or individuals.
- 2.7 Any award of the services shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.
- 2.8 Respondents shall avoid submission of marketing materials.
- 2.9 All information submitted in response to this RFP is subject to the Freedom of Information Law (FOIL), which generally mandates the disclosure of documents in the possession of the City upon the request of any person unless the content of the document falls under a specific exemption to disclosure.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 Each proposer shall provide a maximum 10 pages (any resumes included) statement of qualifications including:
 1. A brief history and description of the entity/firm submitting the proposal.
 2. Identification of the entity/firm's professional staff members who will be assigned to this engagement if the entity/firm's proposal is selected. Include summarized information regarding the professional staff members detailing qualifications, years and types of experience, education, licensure, certifications, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the firm's proposal is selected. Specify a project manager and contact person to coordinate the services for the City of Albany.
 3. Proof proposer at all times obtains and maintains all licenses required by Federal, State and Local Laws to perform the services contemplated by this Agreement.

4. At least three (3) references, including addresses and telephone numbers.
5. A signed cover letter from a person within the entity/firm who is authorized to make representations on behalf of the firm and to bind the entity/firm.
6. A summary of the entity/firm's general experience in providing Tree Maintenance and Emergency Work services to municipalities of the same or similar employment size as the City of Albany.
7. Any additional information which would serve to distinguish the entity/firm from other entities/firms submitting proposals.

3.2 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Albany.

SECTION 4: SCOPE OF SERVICES:

4.1 INTENT

It is the intent of the City of Albany Department of General Services to solicit bids for Tree Maintenance and Emergency Tree Services. Maintenance may include: tree removal, fine pruning, stump grinding/removal, and other work such as repair and treatment for disease and pests. Emergency Service will be on an on-call basis with the scope of work determined by the magnitude of the emergency. While the City of Albany reserves the right to award the contract in whole or in part to one or more vendors, a single vendor for all contracted tree services is desired.

4.2 QUALIFICATIONS:

EQUIPMENT: Bidder must demonstrate ownership, lease of, or other access to the following equipment, on a daily and routine basis: aerial lift bucket (minimum 50' height), brush chipper, log loader and/or crane, stump grinder.

EXPERIENCE: Bidders must have at least 5 years' experience as a "tree care/ tree maintenance" business and provide evidence. Bidders should submit a list of employees and their qualifications, including certifications (EHAP) and professional licenses/accreditations

4.3 GENERAL:

All tree trimming and removal work shall be performed in accordance with the standards of the International Society of Arboriculture (ISA). All pruning shall provide adequate

clearance under normal growth conditions for a minimum period of three (3) years, unless otherwise specified.

Pruning and tree removal services as described herein shall be performed in accordance with the Bidder's quoted rates. Payment for removal or pruning of each tree shall be paid with respect to its diameter per the diameter ranges set forth in the Unit Price Bid Sheet. The price per each tree shall include all labor, equipment, materials, fuel, supplies, mobilization and insurance. The quantity and scheduling of said services shall be fully flexible in accordance with City requirements. Minimum service requirements are neither guaranteed nor inferred herein.

The contractor shall be responsible for insuring that no damage is done to utilities while conducting these operations.

4.4 **NOTIFICATION:**

The City will notify the Contractor, by phone, to schedule normal tree services. The contractor must respond to the city within 24 hours of said call to schedule the work to be completed. The contractor will provide and keep updated a phone number(s) to be called. Failure to meet deadlines may result in the termination of contract.

4.5 **INSPECTION & PERFORMANCE:**

All work shall be subject to continuous inspection and evaluation by the City Forester. The Contractor shall be notified in writing of any performance shortcomings, so that corrective action can be made as soon as possible. The City reserves the right to request crew changes should this action is deemed necessary. It also reserves the right to terminate the contract if said performance is not met.

4.6 **SCHEDULED MAINTENANCE:**

Both the Contractor and the City shall determine the day- to-day work schedule. All scheduled work assigned to the Contractor shall be completed within one (1) month of assignment or by a date agreed upon with the City Forester. Failure to meet deadlines may result in the termination of contract.

4.7 **EMERGENCY SERVICES:**

Services as required herein shall be provided on a twenty-four (24) hour on-call basis. The Contractor shall supply the City with both normal and after hour contact telephone numbers. Upon notification, the Contractor will have one hour to confirm an emergency is in effect. The Emergency Crew(s) will arrive at the reported site no more than two (2) hours following confirmation of an emergency.

4.8 **EMERGENCY STANDBY:**

In the event of predicted localized natural disasters or weather events (such as hurricanes, tornadoes, or ice storms) the Contractor shall provide at least one (1) full working crew on “standby alert.” The City Forester will make notification of this “standby” condition at least two (2) hours in advance. A standard flat-rate/hourly Standby fee shall apply. In the event the crew is called in for an emergency, arrival time shall not exceed one (1) hour from notification. Late arrival will result in the forfeit of all standby fees.

4.9 **WORK JURISDICTION/ ROUTES:**

The Contractor shall have the ability to follow maps or directions as provided by the City. Reasonable effort shall be made by the Contractor to familiarize himself/herself with the City of Albany street system.

4.10 **TRAFFIC MAINTENANCE AND PROTECTION:**

The Contractor shall be responsible for maintaining adequate safety precautions commensurate with traffic conditions while conducting operations. Flagmen shall be used when operations could interfere with traffic safety or flow.

Where parked vehicles may interfere with work locations, the contractor shall be responsible for having sites posted “no parking” by contacting the City of Albany Traffic Safety Division, 458-5628. The police shall also be notified in advance when interference with traffic is excessive. No Street shall be closed to traffic without the permission of the Albany Police Department.

4.11 **EQUIPMENT/ CREW SIZE:**

Work shall be performed in an efficient manner utilizing only high quality, dependable equipment. All crewmembers shall be properly trained, experienced and, if necessary, certified for each aspect of this contract.

4.12 **INVOICING PROCEDURES:**

A City voucher shall be accompanied by associated invoices submitted, and shall be prepared and submitted in duplicate by contractor once a month. The City requires that all invoices include individual line items consistent with contract terms.

4.13 **BILLING FOR EMERGENCY WORK:**

Contractor shall provide an itemized list of personnel and equipment per location. When submitting billing, contractor shall bill the City only for the equipment and personnel used during emergency work hours. The City requires that all invoices include individual line items consistent with contract terms.

4.14 **TREE REMOVAL:**

All trees to be removed will be measured by the City Forester, or Assistant Forester, at diameter at breast height (d.b.h.), using a standard forestry D tape (fraction of inch to nearest inch). The Contractor shall check measurements and discrepancies shall be clarified and agreed upon, prior to work being started, by the City Forester or Assistant Forester.

All trees shall be removed in a "Safe" manner. Where locations permit, trees may be "felled" intact and cut into sections on the ground. All others must be "limbed" in the standing position until tree has been reduced enough to be "felled" safely. All tree trunks shall be cut at ground level.

4.15 **TREE PRUNING:**

All trees to be pruned/trimmed will be measured by the Forester or Assistant Forester at d.b.h. Standards approved by the International Society of Arboriculture shall apply. All dead limbs, broken limbs, hanging limbs, limbs that interfere with the safe and normal flow of vehicle, and pedestrian traffic shall be trimmed unless otherwise specified by the City.

4.16 **STUMP REMOVAL:**

Each stump to be removed will be measured by the City Forester, or Assistant Forester, using standard tape measure, and measuring at the widest point of the stump (fraction of inch to the nearest inch); the Contractor shall check measurements and discrepancies shall be clarified before work is started.

Stump removal shall be by machine-powered stump grinder, with the stump removed 12 inches below the surrounding surface. All loose material shall be removed from the hole and disposed of by the Contractor.

All excavated stump holes shall be back-filled, using clean, sandy material free from large rocks and/or organic material, topped with a layer of topsoil 2"- 4"(inches) thick and seeded with grass seed.

4.17 **OTHER TREE MAINTENANCE WORK:**

Repair such as cabling/bracing using accepted methods and material will be invoiced by personnel time and materials used. Treatment with pesticides will follow all applicable laws and regulations put forth by the Environmental Protection Agency, New York State Department of Environmental Conservation Pesticide Regulation Bureau and all local county and City of Albany laws. Application of pesticides to control insect or disease will be calculated and invoiced by tree diameter measured in inches by the City of Albany.

4.18 **DISPOSAL OF DEBRIS:**

The Contractor is solely responsible for the disposal of all debris generated under this contract..

4.19 **CLEAN-UP:**

Upon completion of the cutting and removal of each tree or stump, the Contractor shall broom clean and remove all debris from the affected area, to the satisfaction of the City.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period for the service contemplated by this RFP will be from Commencement Date until December 31, 2019. The City reserves the right to extend the agreement for two (2) additional one (1) year periods upon budget approval. . If this is exercised, the extension period shall commence January 1, 2020 and shall terminate December 31, 2020. The bidder will be notified in writing, prior to December 31, 2019 if this option is to be exercised. The second extension will commence January 1, 2021 and shall terminate December 31, 2021. The bidder will be notified in writing, prior to December 31, 2020 if this option is to be exercised.

5.2 The selected proposer(s) will be required to execute a contract with the City of Albany. A sample City of Albany Professional Services Agreement is available upon request. The City of Albany will have the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice.

SECTION 6: COST PROPOSAL:

6.1 Please provide a cost proposal for providing the services listed below.

TREE MAINTENANCE

Tree Removals:

<u>D.B.H. (Diameter at breast height)</u>	<u>\$ Unit Price Per Tree</u>	<u>Estimated Quantity</u>
12" - 18"	\$ _____	0
19" - 24"	\$ _____	4
25" - 30"	\$ _____	6
31" - 36"	\$ _____	6
37" - 42"	\$ _____	3
43" - 48"	\$ _____	2
49" - UP.....	\$ _____	6

Fine Tree Pruning*:

<u>D.B.H. (Diameter at breast height)</u>	<u>\$ Unit Price Per Tree</u>	<u>Estimated Quantity</u>
12" - 18"	\$ _____	1
19" - 24"	\$ _____	1

25" - 30"	\$ _____	1
31" - 36"	\$ _____	2
37" - 42"	\$ _____	3
43" - 48"	\$ _____	4
49" - UP	\$ _____	8

* Standards approved by the International Society of Arboriculture shall apply.

Stump Removals:

D.B.H. (Diameter at breast height)	\$ Unit Price Per Tree	Estimated Quantity
12" - 18"	\$ _____	1
19" - 24"	\$ _____	1
25" - 30"	\$ _____	1
31" - 36"	\$ _____	2
37" - 42"	\$ _____	3
43" - 48"	\$ _____	4
49" - UP	\$ _____	8

TREE EMERGENCY WORK

Please provide below both emergency hourly labor and equipment rates. Specify emergency hourly labor rates during normal business hours (Monday through Friday 9:00a.m. to 5:00p.m.), and emergency hourly labor rates outside normal business hours including weekends and legal holidays. This aspect of the proposal will be evaluated on the total price it would cost to utilize all below listed crew and equipment for one hour, however, payment will be made on the actual equipment and personnel used during each emergency.

LABOR	\$ PER HOUR	\$ PER HOUR
	(normal business hours)	(outside normal business hours)
Crew Chief.....	\$ _____	\$ _____
Climber/Bucket Operator.....	\$ _____	\$ _____
Ground person.....	\$ _____	\$ _____
Crane Operator.....	\$ _____	\$ _____
Truck driver.....	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

EQUIPMENT	\$ PER HOUR	
Bucket truck (50').....	\$ _____	
Crane (85').....	\$ _____	
Log/brush loader.....	\$ _____	
Dump truck.....	\$ _____	
Chipper truck.....	\$ _____	
Chipper.....	\$ _____	
Power saw.....	\$ _____	
	TOTAL	
	\$ _____	
	\$ PER HOUR	\$ PER HOUR
	(normal business hours)	(outside normal business hours)

EMERGENCY STANDBY \$ _____ \$ _____
(for a full crew)

6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.

SECTION 7: PROPOSAL EVALUATION:

7.1 Proposals shall remain valid until the execution of a contract by the City of Albany.

7.2 Proposals shall be examined and evaluated by the Corporation Counsel's Office and the Department of General Services to determine whether each proposal meets the requirements of this RFP. A recommendation will be made to the Mayor for a contract award based on the following criteria:

- * Proposer’s demonstrated capabilities, professional qualifications, and experience in providing tree maintenance and emergency work services.
- * The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
- * Total proposed cost.
- * Completeness of the proposal.

7.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to the experience in the areas required and the track record of the proposer(s).

SECTION 8: ALTERNATIVES:

8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternatives matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 9: INDEMNIFICATION:

9.1 The selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

SECTION 10: SPECIFICATION CLARIFICATION:

10.1 All inquiries with respect to this Request for Proposals shall be **in writing** directed to the following address:

For project specific clarifications:

Jay Lavigne
City of Albany Forester
One Richard J. Conners Blvd.
Albany, New York 12204

For public procurement process clarifications:

Kenneth B. Miller, Esq.
Assistant Corporation Counsel
Department of Law
City Hall, Room 106
24 Eagle Street
Albany, New York 12207
Phone:(518) 434-5050
E-mail:.....kwmiller@albanyny.gov

10.2 All questions about the meaning or intent of the specifications shall be submitted **in writing**. Replies will be posted via the City’s website: <http://www.albanyny.gov/NewsandEvents/RFPs.aspx>, along with the electronic version of this RFP. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

- 10.3 In addition, any changes, additions or deletions to this RFP will also be posted on the City's website: <http://www.albanyny.gov/NewsandEvents/RFPs.aspx>, along with the electronic version of this RFP. Respondents are urged to check the City's website frequently for notices of any clarification of or changes, additions, or deletions to this RFP.

OTHER THAN THE CONTACT IDENTIFIED ABOVE, PROSPECTIVE RESPONDENTS SHALL NOT APPROACH THE CITY'S EMPLOYEES DURING THE RESTRICTED PERIOD OF THIS RFP PROCESS ABOUT ANY MATTERS RELATED TO THIS RFP OR ANY QUALIFICATIONS SUBMITTED PURSUANT THERETO.

SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:

- 12.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:
- (a) Workers' Compensation and Employer's Liability Insurance: Must show evidence of Worker's Compensation insurance at State statutory limits, a policy or policies providing protection for employees in the event of job-related injuries;
 - (b) Commercial General Liability (CGL): A policy or policies of comprehensive general liability insurance of general liability limits of \$1,000,000 per occurrence/\$2,000,000 aggregate;
 - (c) Errors and Omissions/ Professional Liability Insurance: A policy or policies of errors and omissions insurance with limits of not less than one million dollars (\$1,000,000.00). Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A"
 - (d) Excess/Umbrella Insurance: A policy or policies of insurance with limits of \$2,000,000 per occurrence/\$2,000,000 aggregate.

- (e) Pollution Liability Insurance: A policy or policies of pollution liability insurance of liability limits of \$2,000,000 per occurrence/\$2,000,000 aggregate.
- (f) Automobile Liability Insurance: : In the event that Respondent is using a vehicle in business, a policy or policies of comprehensive automobile liability insurance with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles, including owned, non-owned and hired.

12.2 Each policy of insurance required shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:

- (a) The City of Albany is named as an additional named insured **on a primary and non-contributing basis**.
- (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany Corporation Counsel's Office.
- (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

12.3 No work shall be commenced under the contract until the selected proposer has delivered to the Corporation Counsel or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:

13.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages which follow this page.

SECTION 14: PROCUREMENT FORMS AND REQUIREMENTS:

14.1 Additional requirements for this RFP are described below. Relevant statements, where required to be submitted, must be executed and included in the submission in the

following order: 1. Iran Divestment Act Statement and 2. Non-Discrimination and Diversity Requirements.

14.2 Iran Divestment Act: By submission of a bid in response to this Bid request, ***“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.”*** The list in question is maintained by the New York State Office of General Services. For further information and to view this list please go to: <http://www.ogs.ny.gov/about/regs/ida.asp>. 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. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph a of N.Y. General Municipal Law § 103-g on a case-by-case basis.

14.3 Non-Discrimination and Diversity Requirements: Pursuant to Federal laws and regulations, the New York State Executive Law Article 15-A and the City of Albany General Code Chapter 48, Article III Omnibus Human Rights Law, the City recognizes its obligation under the law to prevent discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency and to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of City contracts.

In furtherance of these rules and principles, the City of Albany highly encourages the participation of certified minority- and women-owned business enterprises (“MWBE”) at the City’s goal levels and the employment of minority groups’ members and women in the performance of its contracts. The City of Albany hereby notifies all Consultants submitting a proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in consideration for award.

Further, by submission of a bid in response to this Bid request, 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:

“The respondent/contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in the

selection and retention of subcontractors, including procurements of materials and leases of equipment. The respondent/contractor will not participate directly or indirectly in the discrimination prohibited by the federal, state and local laws and regulations, including employment practices. In all solicitations, either by competitive bidding, or negotiation made by the respondent/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the respondent/contractor of the respondent/contractor's obligations under this Statement and the federal, state and local laws and regulations relative to Non-discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency."

SECTION 15: SUBMISSION REQUIREMENTS:

- 15.1 All Proposers shall be required to submit a complete proposal. As outlined in this RFP, all proposals shall include the following:
- A) Statement of Qualifications and Bid Form as outlined in Section 3
 - B) Cost Proposal as outlined in Section 6.
 - C) Non-Collusive Proposal Certificate and Acknowledgment Form as outlined in Section 13
 - D) An acknowledgment of understanding that by submitting a bid the proposer certifies under penalty of perjury the above Iran Divestment Act statement, as outlined in Section 14.2 and the Non-Discrimination and Diversity statement, as outlined in Section 14.3.
- 15.2 Failure to include all of the above items may result in the proposal being considered nonresponsive.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal 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 the proposal 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 the 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 bid for the purpose of restricting competition.

(date)

(signature)

(name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2018, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she (or they severally) acknowledged to me that he/she (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2018, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she resides at (give address) _____; that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2018, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____