

Request for Proposals for
School Bus Digital Camera System



RFP No. 2019-28
Proposals Due: December 18, 2019 at 2:00 p.m.

Section 1 - Introduction and Instructions

Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Niagara Falls, New York (hereinafter referred to as the "City"). The purposes of this RFP are to establish a contract with a qualified vendor(s) to provide an exterior digital camera system and support for same for approximately 85 school buses utilized by the Niagara Falls City School District. New York State recently enacted the School Bus Camera Safety Act which authorized the installation of exterior cameras on school buses to detect and record vehicles illegally passing or overtaking a school bus. This upgrade of camera equipment will promote and enhance student safety in the City of Niagara Falls.

Contact Person(s), Address, Telephone and Fax Number

Douglas A. Janese, Jr.
Purchasing Agent
745 Main Street, Room 214
Niagara Falls, New York 14301
Phone: (716) 286-4372
Fax: (716) 286-4337

RFP Schedule

This schedule represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule (subject to change as required by the City) is as follows:

RFP issued: November 20, 2019
Proposals due: December 18, 2019 at 2:00 p.m.
Review of proposals: December 18, 2019 through December 31, 2019
City Council Award (if awarded): January 2020

General Instructions

The City will officially distribute submission package documents from the Division of Purchasing. Submission package documents are also available on the Purchasing Division's website, www.niagarafallsusa.org/government/city-departments/purchasing. Copies from any other source are not considered official copies. Only those vendors who obtain documents from the sources listed are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from a source other than the sources listed, it is recommended that you obtain an official copy.

The envelope or packing container containing the submission must bear the vendor name and address, be sealed and must be clearly marked in the LOWER LEFT CORNER with the submission number. Submissions which are received in a packing envelope or container should also bear the submission number in a conspicuous place. Failure to do this may necessitate the premature opening of the submission which may compromise its confidentiality.

General Instructions (continued)

Vendors must submit or deliver one (1) original and one (1) copy of the proposal to:

CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING
City Hall, Room 214
745 Main Street
PO Box 69
Niagara Falls, NY 14302-0069

Proposals must be received by the Purchasing Division at the location specified no later than **2:00 p.m. on December 18, 2019**. Proposals will not be publicly read at the opening. Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Vendors assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A vendor's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

The total number of pages contained in this package should be **sixteen (16)** including attachments. If any pages are missing, please contact the Purchasing Division.

Section 2 - Scope of Work

Introduction

The purposes of this offering are to establish a contractual relationship with a vendor for the installation, maintenance and support of exterior side stop arm cameras to be installed on school buses within the City of Niagara Falls for the purpose of enhancing safety by detecting vehicles which are illegally passing or overtaking school buses. It is intended that vendors offer a "turn-key" proposal to install, manage, maintain and oversee the camera system, while making the camera system data available to law enforcement on a continuous and ongoing basis.

Vendors submitting a proposal acknowledge that time is of the essence as to the performance of the contract. Vendors also understand and agree that installation and training must be done in the most expeditious manner possible. The successful vendor(s) shall make every effort to complete all requirements of the awarded contract in the shortest time possible.

Camera System Specifications

The camera system shall meet the following requirements:

- a) System shall record in DVR or HVR HD recording image quality
- b) Ability to operate from a 12 volt power source
- c) Color surveillance
- d) 80-160 GB memory capability
- e) Adjustable recording time to allow for full-time, programmable start/end times or after a bus has been idling for a set period of time
- f) System must record 10-30 frames per second and a minimum resolution of 720x480.
- g) Storage system must be able to hold a minimum of 15 days of data storage
- h) Cameras must be able to auto focus, especially in high sunlight or night conditions

Camera System Specifications (continued)

- i) Cameras should not be affected by weather and vibration to ensure high quality recording
- j) Cameras should have infrared or night recording capabilities that display good imaging in the dark or in low light conditions.
- k) System must have the ability to download images with a fast retrieval to a PC
- l) There must be a tamper proof recording format as recorded data must be deemed acceptable as evidence in legal proceedings
- m) Hardware design should easily allow all data to be transferred to standard USB/flash memory sticks or DVD formats.

Services

1. The successful vendor shall provide all management, supervision, labor, materials, and equipment necessary for efficient and effective performance of the tasks set forth in the Introduction section.
2. It is anticipated that the selected vendor shall maintain all facets of the infrastructure relative to this project, which may include, but not be limited to: exterior side stop arm cameras; DVR or HVD devices; wiring; DVR or HVR memory tracking platforms; computer software necessary for viewing camera data; memory cards or other hard drive devices; system documentation and the installation of new units in the buses.
3. The vendor shall be knowledgeable and have experience in providing the services as described herein. The vendor shall be responsible for planning, installation and provisioning of new infrastructure and equipment as required by the City. The vendor shall provide an annual preventative maintenance check on the camera system(s).
4. All parts and labor required to install the equipment are to be included. This shall include free pick-up and delivery by the vendor of equipment in need of repair.
5. The proposer shall provide training on the operation of all systems and equipment on an as-needed basis. These trainings will occur in the initial installation and periodically throughout the term of the agreement. This training shall also be available to new and existing staff to ensure proper usage and upkeep of all systems. A training plan as well as model training materials should be included as part of a vendor's proposal.
6. The proposer shall maintain and repair all systems, equipment, hardware and software throughout the term of the agreement. This includes, but is not limited to, all components of the infrastructure and subscriber equipment, if any.
7. The City anticipates that it may be necessary to acquire additional fleet equipment to ensure adequate coverage of the entire bus fleet. Vendors should include in their proposal a per-unit cost assessment for each unit above the anticipated 85 initial units. This cost assessment shall include any additional costs related to purchase of the hardware, installation, storage fees, and any other costs.
8. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
9. All work shall be accomplished in a safe manner in accordance with City, state, federal and Occupational Safety & Health Administration (OSHA) standards, and also in accordance with any other applicable laws or regulations.

Performance Schedule

10. The vendor will meet with the City prior to the commencement of operations to discuss matters of judgment, safety, quality control, quality assurance, coordination, payment, record keeping, and project scheduling and reporting. All elements in the contract shall be reviewed in detail.
11. Proposals shall include an anticipated mobilization/commencement date, as well as an anticipated date of completion. Proposals without firm dates for mobilization/commencement and/or anticipated dates of completion may be rejected from consideration.
12. The City reserves the right to modify the schedule.
13. The vendor shall supervise and direct the work using skilled labor and proper equipment for all tasks. Safety of the vendor's personnel and equipment is the responsibility of the vendor. Additionally, the vendor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
14. The vendor and all of its employees, agents, contractors, etc. shall be duly licensed in accordance with the all federal, state and local rules and statutory requirements to perform the work.
15. The vendor shall provide copies of references, financial records, licenses, proof of insurance and bonding, a proposed list of subcontractors.

Prevailing Wage

The successful vendors shall meet the requirements of this section as required by state law. If this section does not include information with respect to a location, project type, PRC# or effective dates, it has been determined that there are no prevailing wage requirements for this offering.

The successful vendor shall pay not less than the prevailing wage rate established by the New York State Department of Labor. The Wage Rate Schedule, as prepared by the Department of Labor, hereby becomes part of the contract/agreement.

Prevailing Wage Rate Schedule

Location:

Project Type:

PRC#:

Effective Dates:

A unique Prevailing Wage Case Number (PRC#) has been assigned for this project.

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website (www.labor.state.ny.us). Updated PDF copies of the schedule can be accessed by entering the assigned PRC# at the proper location on the website. Rates can also be obtained by contacting the Department of Labor at 585-258-4505. If you do not have internet access, you may contact the City's Purchasing Division at 716-286-4371 to request a copy of the prevailing rate schedule for this project.

The successful vendor will present a certified payroll report at the time of each billing to the City for work performed for this project, or no payment will be made until such report is received.

Section 3 - Proposal Format and Content

Technical Plan

Each proposal shall include a brief narrative description of vendor's approach to project operations, including project management and mobilization. Proposals shall also outline equipment and crew resources available to fulfill the proposal requirements and demonstrate ability to complete the scope of work in a timely and safe manner.

Proposers must include a list of strategic partners, consultants and sub-contractors. The technical plan should also include a list of assigned staff, their qualifications, relevant training and experience.

The technical plan shall also include three (3) references from previous projects similar in scope and complexity that the proposer has completed in the last three years. The references should include the organization name and a contact person and telephone number for each person.

The technical plan should also include a brief description of the vendor's trouble reporting and resolution procedures. Proposers should describe their customer service philosophy.

Performance Bond

A performance bond will be required of the successful vendor in form and substance with sureties approved by the City's Corporation Counsel in an amount equal to or greater than the total cost set forth on the vendor's proposal. Said bond must be received by the Purchasing Division no later than ten (10) business days following the date of notification of award. Failure to do so may result in the award being negated.

Cost

Cost schedules being proposed are to be comprehensive and are to include all components and services necessary to meet the requirements of this RFP. Costs not identified cannot be added or considered at a later time and will not be accepted in a final agreement. The proposer is to provide detailed pricing for each item or service necessary to comply with the requirements of this RFP.

Cost schedules should include the following at a minimum: camera model number; unit price; total price (purchase and installation) or total leasing price and contract duration; maintenance costs; storage costs; labor rates for repairs not included in the base contract; cost of replacement hardware (if applicable) and delivery of products.

If vendor intends to offer a financing option or options, said options should be included as part of the cost proposal. Financing options should specify all terms and conditions of the option including, but not limited to: total cost; monthly or annual cost; repayment term; and interest rate (if applicable).

Changes, Additions, Deductions, and Additional Work

Upon proper action by the City, the City may authorize changes, additions, or deductions from the work to be performed. The authorization must be by written notice to the vendor. No extra work shall be done or any obligation incurred except upon written order by the City. If any change causes an increase or decrease in the vendor's cost of, or the time required for, the performance of any part of the work under this contract, the City shall make an equitable adjustment and modify the contract in writing.

Termination of Contract

The City may, by written notice to the vendor, terminate this agreement in whole or in part at any time, either for the City's convenience or for cause. Upon receipt of notice, the vendor shall immediately discontinue all services affected, unless the notice directs otherwise.

If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.

This contract shall be terminated for cause if the vendor defaults in the performance of any of the terms hereof including, but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

Indemnification and Insurance Requirements

To the fullest extent permitted by New York law, the vendor, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the vendor's performance of the agreement or any other agreements of the vendor, entered into by reason thereof. The vendor shall indemnify and defend the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the vendor, its subcontractors, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements.

The vendor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with the requirements set forth in Exhibit A hereto.

Independent Contractor Status

The parties agree that the vendor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the vendor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the vendor is inclusive of any use, excise, income, or any other tax arising out of this agreement.

Section 4 - Contract Award

Contract Award

It is the City's intent to enter into a contract(s) with a vendor(s) with the lowest total cost who best demonstrates the ability and technical plan to expeditiously provide a digital camera system and support that meets the requirements of this RFP. The evaluation criteria used for this RFP is as follows:

Technical Plan	40%
Cost Proposal	35%
Anticipated Completion Date	10%
Project Management	10%
Training Plan	5%

The City may award the work, in whole or in part, to vendor(s) to perform the work described herein. The City reserves the right to reject any and all bids, waive technicalities, and make the award(s) as deemed in the best interest of the City.

Vendor agrees to work diligently to complete this contract by the earliest possible date. The City desires the project be completed by the date set forth in the successful proposal, unless the City initiates additions or deletions by written change orders, or in its sole discretion extends the completion date for installation, or the contract is terminated as provided herein.

Section 5 - Standard Proposal Information

Authorized Signature

An individual authorized to bind the vendor to the provisions of the RFP must sign the proposal.

City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

Proposal/Bid Bond Required

Each proposal must be accompanied by a bid bond in the amount of \$1,000.00, or in lieu thereof a certified check, cashier's check, or bank draft in the amount of \$1,000.00. All such guaranties shall be made payable to "City Controller". Bonds shall be issued by a surety authorized to do business in New York State. Checks shall be certified or issued by a state or national bank. **Guaranties other than those mentioned will not be accepted by the City.** Guaranties of unsuccessful bidders shall be returned within 30 calendar days following issuance of the notice of award. Bid guaranty of the successful bidder shall be retained until the contract is executed and a performance bond has been submitted. Should a successful bidder fail to enter into contract, the bid guaranty shall be forfeited to the City to compensate for administrative expenses of making a re-award or issuing a new request for proposals.

Certifications Required

Vendors shall complete and return the “Vendor’s Certification & Assignment of Claim”, the “Affidavit of Non-Collusive Submission Certification” and the “Certification of Compliance with the Iran Divestment Act” attached hereto as Exhibit B. Failure to complete, sign and have notarized the aforementioned certifications may result in the submission being rejected.

No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify the vendor from this procurement.

Special Conditions

The City reserves the right to reject any and all proposals, to waive informalities, and to select the proposal and vendor that, in the City’s sole discretion, are in the best interests of the City of Niagara Falls, New York.

The City further reserves the right to:

1. Amend, modify, or withdraw this RFP.
2. Revise any requirements under this RFP.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any nonconformity with this RFP.
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked vendor.
10. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

EXHIBIT A

INSTRUCTIONS FOR **CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE**

Standard Insurance Requirements apply to the following classifications:

- Construction and Maintenance
- Purchase of, or lease of merchandise or equipment
- Professional Services
- Property Leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- All Purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be delivered to the City of Niagara Falls, New York, 745 Main Street, Room 242, P.O. Box 69, Niagara Falls, New York 14302-0069 and should reference the contract, bid, quote, RFP or operation being performed.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. Comprehensive General Liability

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and \$3,000,000.00 annual aggregate. The coverage shall include:

- * Premises and Operations
- * Products and Completed Operations
- * No exclusion for X C U coverage (explosion, collapse and underground)
- * Independent Contractors
- * Broad Form Property Damage
- * Contractual Liability
- * Fire Legal Liability (Covered by a standalone limit of \$1,000,000)
- * Personal Injury Liability (Cov. A, B and C)
- * Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- * If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).

B. **Auto Liability:** (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).

C. **Excess Umbrella Liability:** If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.

D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000) With a minimum limit of \$1,500,000.00 each occurrence and \$3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.

E. **Professional Liability:** If the contract includes professional services (engineers, architects, etc.,) contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).

F. **Property Insurance:** (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.

G. **Statutory Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.

H. **Performance and Payment Bond: (if specified in bid request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than the amount specified above herein and shall be delivered before commencement of lease or assumption of operations under contract.

NOTE: IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.,) PARAGRAPHS D, F AND H WILL NOT APPLY.

EXHIBIT B

VENDOR'S CERTIFICATION & ASSIGNMENT OF CLAIM

THIS FORM MUST BE COMPLETED IN INK, BE TYPED OR BE COMPUTER GENERATED,
BE CLEARLY LEGIBLE AND BE SIGNED AND DATED WITH EITHER BLUE OR BLACK INK,
FAILURE TO DO THIS MAY RESULT IN REJECTION.

I/We, the undersigned, herewith propose and agree to furnish to the City any one or all of the items upon which we have submitted, for the prices indicated herein, in accordance with the instructions, General Conditions and Specific Terms, Conditions and Specifications and any other related formal documents.

The undersigned individual certifies to having read these Instructions, General Conditions, Specific Terms, Conditions and Specifications and any other related formal documents and offers to furnish the articles specified to the City in exact accordance with same at the prices herein stated.

Vendor hereby assigns to the City and the State of New York any and all of its claim(s) for overcharges associated with this contract/agreement which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

NAME & TITLE OF AUTHORIZED CONTACT

AUTHORIZED SIGNATURE

DATE

AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION

I hereby attest and certify that I am the person responsible within my firm for the final decision as to price(s) and amount of this submission, or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest and certify that:

1. The price(s) and amount(s) of this submission have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, vendor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this submission have been disclosed to any other vendor, firm or person who is submitting or potentially submitting on this project, and will not so be disclosed prior to submission opening.
3. No attempt has been made or will be made to solicit, cause or induce any vendor, firm or person to refrain from submitting on this project, or to submit a higher price than the submission of this firm, or any intentionally high or non-competitive submission or other form of complementary submission.
4. The submission of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any vendor, firm or person to submit a complementary submission.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any vendor, firm or person, or offered, promised or paid cash or anything of value to any vendor, firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any vendor, firm or person to refrain from submitting or to submit a complementary submission on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any vendor, firm or person, and has not been promised or paid cash or anything of value by any vendor, firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary submission, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's submission on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made.

**SUBMISSION IS NOT ACCEPTABLE WITHOUT THE ABOVE AFFIDAVIT
SIGNED AND CERTIFIED BY A NOTARY PUBLIC**

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & TITLE

AUTHORIZED SIGNATURE

Sworn to before me this _____ day
of _____, 20_____

Notary Public

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 making a submission in response to this offering or by assuming the responsibility of an contract/agreement hereunder, each Vendor/Bidder/Contractor, any person signing on behalf of any Vendor/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 Vendor/Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Vendor/Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Vendor/Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this offering 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 agreement or contract, should the City receive information that a Vendor/Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person, vendor or entity an opportunity to respond. If the person, vendor 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 City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Vendor/Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Vendor/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 Vendor/Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, depose and say that I am the _____ of _____, the vendor making this submission and that neither Vendor/Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Authorized Signature

Sworn to before me this _____ day
of _____, 20____

Notary Public