

**REQUEST FOR QUALIFICATIONS**  
**RFQ# EDGE-2023-010**  
**BROWNFIELD REVOLVING LOAN FUND**  
**AND REMEDIAL PLANNING SERVICES**  
**IN ONEIDA COUNTY, NY**

Mohawk Valley Economic Development Growth Enterprises (“EDGE”) will receive and publicly open the proposals in the Main Conference Room of EDGE offices on:

**Thursday, June 8, 2023 at 3:00 PM**

EDGE reserves the right to reject in whole or in part any and all bids and proposals. One (1) original, and one (1) electronic copy via email shall be submitted to:

Christian Mercurio  
Planning and Development  
MOHAWK VALLEY EDGE  
584 Phoenix Drive  
Rome, NY 13441  
Phone: (315) 338-0393

[cmercurio@mvedge.org](mailto:cmercurio@mvedge.org); cc: [lcohen@mvedge.org](mailto:lcohen@mvedge.org)

Proposals received at EDGE after the submission deadline shall be returned unopened and will not be considered. EDGE is not responsible for delivery delays and the clock at EDGE shall indicate the official time of receipt. Facsimiles are not acceptable and will be rejected.

**ATTENTION!!!**

Clearly mark envelope "**RFQ # EDGE-2023-010 – USEPA Brownfields RLF**" on the outside of the proposal envelope.

## **LEGAL ADVERTISEMENT**

### **REQUEST FOR QUALIFICATIONS**

Proposals will be received at EDGE, 584 Phoenix Drive, Rome, NY 13441 and said proposals will be publicly opened in the Main Conference Room, EDGE Offices, 584 Phoenix Drive, Rome, NY 13441 for:

#### **RFQ # EDGE-2023-010: BROWNFIELD REVOLVING LOAN FUND AND REMEDIAL PLANNING**

**at 3:00 PM on Thursday, June 8, 2023**

The Project includes assisting MVEDGE with the administrative, technical, and regulatory requirements of the USEPA Brownfields Revolving Loan Fund (RLF) – including loans and subgrants – for brownfield cleanup projects located in **Oneida and Herkimer Counties, NY**; more particularly described in the RFQ.

Specifications and proposal form may be downloaded at no cost at [www.mvedge.org](http://www.mvedge.org). Also:

**Via download:**  
**Mohawk Valley EDGE Website**  
[www.mvedge.org/](http://www.mvedge.org/)

**Via NYS Contract Reporter:**  
<https://www.nyscr.ny.gov/index.cfm>  
Search for “USEPA BROWNFIELD REVOLVING LOAN FUND”

**Via hard copy:**  
**Mohawk Valley EDGE Office\***  
584 Phoenix Drive | Rome, NY 13441  
\*Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m.

**Via email request:**  
Please send an email specially requesting the above-referenced RFQ # EDGE-2023-010 with contact information to: Laura Cohen, Planning and Development [lcohen@mvedge.org](mailto:lcohen@mvedge.org); cc: [debral@mvedge.org](mailto:debral@mvedge.org)

The Owner reserves the right to waive any informalities and to reject any and all proposals.

This project is made possible through a USEPA Revolving Loan Fund grant. Proposers are encouraged to demonstrate best efforts to utilize Minority and Women-Owned Business Enterprises (M/WBE). MVEDGE is an Equal Opportunity Employer.

### **CONTACT AND INQUIRIES**

Questions regarding this bid may be directed to Christian Mercurio (315) 338-0393, Monday – Friday, between 8:30 am and 4:00 pm or by e-mail at [cmercurio@mvedge.org](mailto:cmercurio@mvedge.org). cc: [lcohen@mvedge.org](mailto:lcohen@mvedge.org)

**RESPONSE CHECKLIST (this page must be completed and signed; see Appendix B)**

In order for EDGE to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for EDGE's evaluation process. **All Attachments are itemized and provided in Appendix B.**

**Please check each item indicating your compliance:**

- \_\_\_\_\_ RESPONSE CHECKLIST (this page must be completed)
- \_\_\_\_\_ STATEMENT OF QUALIFICATIONS AS OUTLINED IN SECTION III
  - \_\_\_\_\_ Experience
  - \_\_\_\_\_ Organization and Management
  - \_\_\_\_\_ Cost Schedule
  - \_\_\_\_\_ References
  - \_\_\_\_\_ Insurance
- \_\_\_\_\_ BIDDER CERTIFICATION AND ASSIGNMENT OF CLAIM (signed)
- \_\_\_\_\_ NON-COLLUSION CERTIFICATE (signed & notarized)
- \_\_\_\_\_ IRANIAN DIVESTMENT CERTIFICATE (signed & notarized)
- \_\_\_\_\_ VENDOR RESPONSIBILITY FORMS (signed)

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE
FEDERAL ID NO.	

## **PURPOSE & INTENT**

Mohawk Valley Economic Development Growth Enterprises (“EDGE”) invites interested parties to submit a Statement of Qualifications (SOQ) to provide environmental and engineering consulting service as part of a Revolving Loan Fund grant awarded by the United States Environmental Protection Agency (“EPA”).

EDGE is soliciting responses from qualified and experienced environmental firms to serve on a Brownfields On-Call List to provide oversight of site remediation projects funded by subgrants and loans issued by the Mohawk Valley EDGE Brownfields Revolving Loan Fund (RLF) Program. It is EDGE’s intent to select a **primary QEP** to assist EDGE with implementation, administration, and compliance with the grant terms and conditions of the program. It is also the intent of EDGE, through this RFQ process, to **prequalify a list of QEP firms** to make available to loan recipients and sub-grantees.

This project is funded by a U.S. Environmental Protection Agency (EPA) Revolving Loan Fund Grant, and is subject to the terms and conditions of that program.

Respondents should have experience in planning for and overseeing the environmental remediation of brownfields sites, and carrying out the relevant tasks outlined in the RFQ. Knowledge of and experience with the U.S. EPA Revolving Loan Fund Program and its related terms and conditions will be one of several selection criteria. The primary QEP will begin work immediately; with pre-qualified firms added to the Brownfields On-Call List from the time of selection through September 30, 2025, provided the firm/team does not undergo any material changes that could affect its ability to serve the EDGE and/or its member municipalities. The contractors selected for the Brownfields On-Call List will be retained by EDGE or the loan/subgrant recipients on an on-call basis. Selection and placement on the Brownfields On-Call List does not guarantee the selected firm(s) a fixed amount of work or remittance.

## **RPO TIMELINE**

The following timeline has been established for this RFQ process:

<b>RFQ Schedule and Timeline</b>	<b>Date</b>
RFQ Submitted/Available	Wednesday, May 17, 2023
Deadline for Questions	Wednesday, May 24, 2023
Final Responses to Questions Issued	Tuesday, May 30, 2023
<b>Proposal Submission Deadline</b>	<b>Thursday, June 8, 2023</b>
Selection of Contractors	No later than Friday, June 16, 2023

## **I. INTRODUCTION**

EDGE invites interested parties to submit a Statement of Qualifications (SOQ) to provide environmental and engineering consulting service – including administrative, reporting, and technical support – as part of a Brownfield RLF Grant awarded by the EPA. Grant funding will be used to provide loans and subgrants for qualified brownfield cleanup projects in **Oneida and Herkimer Counties, NY**. Work will take place over an approximately three (3) year period from March 2022 to September 2025, unless the Cooperative Agreement is extended by the EPA.

Oneida and Herkimer Counties each have a long history of industrial and commercial sites that left behind a legacy of contamination. The goals of the EPA grant are to prioritize and assess strategic brownfield properties, return tax delinquent brownfield sites to productive use, and facilitate brownfields redevelopment. Both counties have had significant assessment redevelopment success; with more than 30 active or completed environmental site assessments funded and approved by the USEPA. Furthermore, in addition to Brownfield Opportunity Areas in Utica, Rome, Dolgeville, and Herkimer, there are active Downtown Revitalization Initiative projects in Utica, Rome, Little Falls, and Clinton. Finally, and more recently, multiple RESTORE NY and CFA awards have been awarded to

some of the region's most notorious brownfields. Assessments have been intricately coordinated in these strategic areas, and both counties have RLF candidates ready to go.

EDGE is seeking firms with documented experience USEPA-funded cleanup projects; working with NYS Department of Environmental Conservation; familiarity with USEPA Assessment grants and reporting requirements; cleanup and redevelopment planning; brownfields marketing; and community engagement. To meet all required areas of expertise, firms are encouraged to enlist subcontractors and build full-service teams, if needed.

Experience with implementation and administration of Revolving Loan Fund projects is preferred.

## **II. SCOPE OF WORK**

Activities of the contractor may include but not necessarily be limited to:

- Determination of CERCLA S 104(k) eligibility and compliance with applicable requirements under Federal and State laws, as required by CERCLA.
- Limited site characterization, including confirming the effectiveness of the proposed cleanup design or effectiveness of a cleanup once an action has been completed
- Preparing an analysis of brownfields cleanup alternatives
- Preparing a community relations plan
- Establishing an administrative record for each site
- Developing a Quality Assurance Project Plan (QAPP) as required by Part 31 and Part 30 regulations (current)
- Ensuring the adequacy of each RLF cleanup design and effectiveness, including overseeing the borrowers and/or subgrantees activities to ensure compliance with applicable Federal and State environmental requirements, including confirmation that cleanup has been completed. This oversight may consist of draft report review, data validation, and meetings with the project team.
- Coordinating the purchase of environmental insurance for the site, if necessary to the project.
- Preparing progress reports on behalf of the grantee, subgrantee, and any other required reporting per the terms, conditions, and agreements of the USEPA RLF grant.
- Ensuring that all activities funded by the EDGE RLF program comply with Federal and State program regulations.
- Coordinating with Project Team, Owners, USEPA, NYSDEC, and NYSDOH in all aspects of the cleanup project and close-out process

### **III. STATEMENT OF QUALIFICATIONS (SOQ) FORMAT**

The SOQ shall include the information outlined below. To ensure fair and equitable evaluation, proposals should be organized into the following separate sections.

#### **1. EXPERIENCE:**

Include a summary of the following:

- History of the firm's experience providing each of the brownfield services listed in Section II.
- Brownfields project experience (EPA, BOA, NYS, and voluntary cleanup brownfields experience)

#### **2. ORGANIZATION AND MANAGEMENT:**

- Description of the firm's proposed project organizational structure and the names and experience of key individuals who will be performing the specific services requested.
- Identify the location of staff to be committed to the project.
- Identify any potential subcontractors.

*This section should also describe the contractor's approach to satisfying EDGE's goals for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) for the procurement of Equipment, Supplies, and Services. The combined MBE/WBE grant goals are 20%.*

#### **3. COST SCHEDULE:**

- Provide standard billing rates for administrative, planning, and environmental services. Include subcontractor administration fees/markup percentages and any travel costs. These rates will be considered during the selection process.

Based on EDGE's Cooperative Agreement with EPA, Davis-Bacon Act prevailing wage requirements will not apply to professional services, as these specific activities generally do not involve construction, repair, or alterations within the meaning of the Davis-Bacon Act.

#### **4. REFERENCES:**

List up to three (3) references for similar services/projects that have been provided by your firm. Please include a description of the services, dates of service, and a list of the key personnel that were involved in the project. Please include a contact person, organization, email address and phone number.

#### **5. INSURANCE:**

List types and limits of the Contractor's insurance. (Refer to Appendix A for EDGE requirements).

One (1) original hard copy and one (1) electronic pdf copy of the SOQ is required to be submitted by the due date listed in the legal advertisement and cover page of this RFQ.

#### **IV. GENERAL TERMS AND CONDITIONS**

1. Contractors must possess the ability to perform successfully under the terms and conditions of this proposed procurement.
2. Failure to complete and sign the “Bidder’s Certification and Assignment of Claim,” will result in SOQ being rejected.
3. Failure to complete, sign, and be certified by a Notary Public, the “Affidavit of Non-Collusion Certificate,” will result in SOQ being rejected.
4. Failure to complete, sign, and be certified by a Notary Public, the “Certification of Compliance with the Iran Divestment Act” will result in SOQ being rejected.
5. Each submittal should be double sided and be as concise as possible.
6. Each SOQ should be accompanied by a cover letter signed by an officer empowered by the contractor to sign such material and thereby commit the contractor to the obligations contained in the proposal.
7. The contractor agrees that upon submittal, the SOQ, including all prices, may not be withdrawn, modified or cancelled for a period of sixty (60) days following the proposal deadline.
8. EDGE does not make payment upon selection of contractors or issuance of a contract or purchase order. Purchase Orders will be issued to the selected contractor(s). Payments are tied to work completed to the satisfaction of EDGE and approved by the USEPA project officer(s).
9. To the extent permitted by law, contractors may request in writing non-disclosure of confidential data. Such data shall accompany the SOQ, be clearly identified, and shall be placed in an envelope clearly marked, “Confidential Data” and submitted with the SOQ. Any request to keep the entire SOQ confidential cannot be honored. Proposals becomes public information at the time of the opening.
10. EDGE will assume no responsibility for oral instructions or interpretation. Any questions regarding this request that may change the specifications in this document must be received in writing. Inquiries must identify the RFQ by title and due date. Any alterations, interlineations or erasure of the RFQ must be initialed by the signer of the SOQ, guaranteeing authenticity.
11. EDGE may, at any time, by written notification to all contractors, change any portion of the RFQ described and detailed herein. These changes will be communicated in the form of Addenda. Addenda will be available and communicated through email by MVEDGE staff. Copies of Addenda will be made available for inspection at EDGE and the related web sites. No Addenda will be issued later than forty-eight (48) hours prior to the date and time for the receipt of offers, except an Addenda withdrawing the RFQ or Addenda for postponement of the SOQ due date/time.

Contractors shall ascertain prior to submitting their SOQ they have received all Addenda issued and they acknowledge receipt of Addenda by the return of the signed Addenda form with the SOQ response. All addenda issued shall become part of the agreement.

EDGE reserves the right to decline to respond to any questions if, in EDGE’s assessment, the information cannot be obtained and shared with all potential proposers in a timely manner.

12. Reserved Rights: This RFQ does not constitute an offer to buy on the part of EDGE. Acceptance of any obligations on the part of EDGE may only be done by a formal written agreement. Any information contained herein does not commit EDGE to a contract or to pay any costs incurred in the preparation of a response. Nothing contained herein shall be construed as guaranteeing any term, condition, or other item, including any specified purchase volume.



All responses to this RFQ will become the property of EDGE. Contractors' response to this RFQ may be included in whole, in part or by reference in the final contracts which may result from this RFQ.

EDGE reserves the right not to award a contract to any proposing party even if the criteria described in the RFQ are met; and to close the process prior to the stated deadline. No obligation on the part of EDGE will be incurred until the contractor has signed a contract satisfactory to and accepted by EDGE.

EDGE expressly reserves the right to withdraw this RFQ or reject any and all SOQs in whole or in part. EDGE reserves the right to request financial and other business-related information about the contractor.

13. Conflict of Interest: The successful contractor will be required to warrant by the time of contract authorization that such contract signing has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New York. And, that said laws have not, and will not be violated as they relate to the procurement or performance of this contract by any conduct, including the paying or giving of any fee, commission, gift, gratuity or consideration of any kind, directly or indirectly, to any public officer or EDGE staff.
14. SOQs that do not conform to the instructions contained in this document, and/or which do not address all questions and/or requirements as specified may be eliminated from consideration. However, EDGE reserves the right to accept such a SOQ if it is determined to be in EDGE's best interest.
15. EDGE reserves the right to reject any late or incomplete submissions, and all SOQs for whatever reason.
16. It is the intention of EDGE to select one primary QEP and to pre-qualify a list of QEP contractors based solely on this RFQ and on the quality of the SOQs received. All contractors will be notified in writing of the decisions.

## **V. EVALUATION CRITERIA**

The SOQs will be reviewed, evaluated, and awarded based on the following criteria.

<b>Criteria</b>	<b>Maximum Points</b>
Experience with the requested services including previous experience in the administration of USEPA RLF grants.	30
Experience with municipal brownfield projects conducted in the last five (5) years with preference given to contractors who have extensive experience with projects performed through EPA's brownfield program.	30
Qualifications and experience of key personnel who will be assigned to the project relative to education, professional certifications and licenses, and relevant experience.	10
Past performance on contracts with municipal and non-profit entities (including EDGE) will be evaluated in terms of quality of work, project management, cost control, and project schedule as reported by references provided.	10
Professional labor and expense rates will be evaluated with respect to reasonableness and value.	10
Location of the contractor and proposed project personnel will be evaluated relative to the proximity to the County and implications with respect to staff accessibility and travel-related expenses.	5
Extent of participation of MBE/WBE firms by the contractor in an effort to comply with EPA's defined goals for this project.	5
<b>TOTAL MAXIMUM SCORE</b>	<b>100</b>

## **APPENDIX A – INSURANCE REQUIREMENTS**

For Professional Services

### **INDEMNITY AND HOLD HARMLESS AGREEMENT**

GENERAL INDEMNIFICATION: Except for claims of: 1.) negligent acts in the performance of professional services by the Contractor/Consultant, its employees, and/or its sub-contractor/consultant(s), under this contract or 2.) errors or omissions in the performance of professional services by the Contractor/Consultant, its employees and/or its sub-contractor/consultant(s), under this contract, Contractor/Consultant agrees to indemnify Mohawk Valley EDGE, its officers and employees, and shall hold them harmless from any liability, claim, demand, loss, judgment, expenses and costs of every nature, including reasonable legal fees and the costs of defense, for the acts of the Contractor/Consultant, its employees, and /or its sub-contractor/consultants arising from this agreement. Additionally, the Contractor/Consultant agrees to name the Mohawk Valley EDGE as an additional insured on all policies required under this agreement, with the exception of Professional Liability Insurance.

If Mohawk Valley EDGE tenders a claim for indemnification pursuant to this paragraph to the Contractor/Consultant, and in the event that the Contractor/Consultant or its insurance carrier refuses to provide a defense or indemnification or the contractor/consultant or its insurance carrier provides a defense but reserves their rights on providing indemnification to Mohawk Valley EDGE, Mohawk Valley EDGE shall have the right to select the attorney to represent it.

### **INSURANCE AND CERTIFICATE REQUIREMENTS**

Each contract, whether for professional services, vendors or contractors, must meet minimum insurance specifications in order to protect Mohawk Valley EDGE's interest and/or as evidence of compliance with New York State law.

**GENERAL REQUIREMENTS:** Before commencing work, the successful service provider or contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to Mohawk Valley EDGE, that it has procured and will maintain, at its own expense, until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified. Mohawk Valley EDGE is defined as Mohawk Valley Economic Development Growth Enterprises Corporation, its agents, officers and employees.

A Certificate of Insurance acceptable to Mohawk Valley EDGE must meet the following requirements:

- List the type of insurance coverage and acceptable limits, as required by Mohawk Valley EDGE.
- Name the certificate holder as Mohawk Valley EDGE, 584 Phoenix Drive, Rome, NY 13441.
- Name the Mohawk Valley EDGE, its agents, officers, and employees as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, the issuing insurer will endeavor to mail written notice to Mohawk Valley EDGE, 584 Phoenix Drive, Rome, NY 13441
- Insurance carriers should be admitted in the State of New York.
- The Certificate of Insurance shall be submitted to Mohawk Valley EDGE for compliance review, approval and retention at least five (5) business days prior to the start of work.

**SPECIFIC INSURANCE REQUIREMENTS:** The following are the minimum insurance types, documentation and limits acceptable to Mohawk Valley EDGE:

INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS

For Professional Services

<b>Coverage and Documents</b>	<b>Limits</b>
A. Professional Liability Insurance	\$1,000,000 Each Occurrence or Claim \$2,000,000 General Aggregate
B. General Liability (GL)	\$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations \$2,000,000 General Aggregate \$50,000 Fire Damage Legal Liability \$5,000 Medical Expense
C. Auto Liability	\$1,000,000 Combined Single Limit
D. Excess/Umbrella Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate
E. Workers' Compensation and Employers Liability <i>CE-200, C-105.2, or SI-12</i>	Statutory Limits
F. Disability Benefits <i>CE-200, DB-120.1, DB-820/829 or DB-155</i>	Statutory Limits

**APPENDIX B: SCHEDULE OF FORMS REQUIRED FOR SUBMISSION**

B-1: CHECKLIST

B-2: AFFIDAVIT OF NON-COLLUSION

B-3: BIDDERS CERTIFICATION AND ASSIGNMENT OF CLAIM

B-4: CERTIFICATION OF COMPLIANCE WITH THE IRAN DISINVESTMENT ACT

B-5: VENDOR CERTIFICATION OF RESPONSIBILITY

**RESPONSE CHECKLIST (this page must be completed and signed)**

In order for EDGE to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for EDGE’s evaluation process. **All Attachments are itemized and provided in Appendix B.**

**Please check each item indicating your compliance:**

- \_\_\_\_\_ RESPONSE CHECKLIST (this page must be completed)
- \_\_\_\_\_ STATEMENT OF QUALIFICATIONS AS OUTLINED IN SECTION III
  - \_\_\_\_\_ Experience
  - \_\_\_\_\_ Organization and Management
  - \_\_\_\_\_ Cost Schedule
  - \_\_\_\_\_ References
  - \_\_\_\_\_ Insurance
- \_\_\_\_\_ BIDDER CERTIFICATION AND ASSIGNMENT OF CLAIM (signed)
- \_\_\_\_\_ NON-COLLUSION CERTIFICATE (signed & notarized)
- \_\_\_\_\_ IRANIAN DIVESTMENT CERTIFICATE (signed & notarized)
- \_\_\_\_\_ VENDOR RESPONSIBILITY FORMS (signed)
- \_\_\_\_\_ ADDENDUM(S) ACKNOWLEDGED (If Applicable)

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE
FEDERAL ID NO.	

**INSTRUCTIONS ACCOMPANYING THE**  
**AFFIDAVIT OF NON-COLLUSION**

1. The Affidavit of Non-Collusion (the "Affidavit") must be executed by a member, officer or employee of the bidder. It must be executed by the person who makes the final decision with regard to the prices and amount quoted in the bid (the "Decision Maker"). If for good reason the Decision Maker is not available to execute the Affidavit, then the Affidavit may be executed by another member, officer, or employee of the firm who has been authorized in writing by the Decision Maker to make the statements set out in the Affidavit on his or her behalf and on behalf of the bidder. The aforesaid written authorization must be attached to the Affidavit at the time of its submission.
2. Bid rigging, combinations or conspiracies to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. It is imperative that the person executing the Affidavit examine it carefully before signing it and assure himself or herself that all statements are true and accurate. If for any reason the affiant cannot attest to each of the statements in the Affidavit without qualification or reservation, the necessary qualification or reservation must be noted in the Affidavit. The facts and circumstances on which such qualification or reservation are based must be set out in a writing and submitted as a part of or together with the executed Affidavit.
3. In the case of bid submitted by a joint venture, each party to the venture must be identified in the bidding documents, and the Affidavit must be signed and submitted separately on behalf of each party.
4. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the procurement business and construction industry, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
5. In order to carry out the requirements of paragraph 7 of the Affidavit, the affiant must make diligent inquiry of all other persons employed by or associated with the bidder with responsibilities relating to the preparation, approval, or submission of the bid. Such inquiries need not be made of secretarial or clerical employees, and other persons performing purely ministerial functions, who do not have either actual or apparent authority to act on behalf of the bidder with regard to the project.
6. Failure to file the Affidavit in compliance with these instructions will result in disqualification of the bid.

**BID NOT ACCEPTABLE WITHOUT THE AFFIDAVIT OF NON-COLLUSION CERTIFICATION  
SET FORTH AND CERTIFIED TO BY A NOTARY PUBLIC**

**AFFIDAVIT OF NON-COLLUSION CERTIFICATE (required)**

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

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made nor will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid 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 firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, 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 bid 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 in this affidavit.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
NAME & COMPANY POSITION

\_\_\_\_\_  
AUTHORIZED SIGNATURE

SUBSCRIBED and SWORN to before me this  _____ day of _____ 202____  Notary Public: _____
--



**BIDDER'S CERTIFICATION & ASSIGNMENT OF CLAIM (required)**

**TO: ECONOMIC DEVELOPMENT GROWTH  
ENTERPRISES CORPORATION  
Attn: Christian J. Mercurio  
584 Phoenix Drive  
Rome, New York 13441**

The undersigned, bidder agrees to furnish to Economic Development Growth Enterprises Corporation (“EDGE”), any one or all of the items upon which it has bid, for the prices indicated herein, in accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents.

The undersigned bidder certifies to having read these Specifications, Special Conditions, and other related Formal Quotation Documents and offers to furnish the articles specified to EDGE in exact accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents and at the prices stated.

The undersigned bidder hereby assigns to EDGE and the State of New York any and all of its claim for overcharges associated with this contract 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.

---

FIRM NAME

---

ADDRESS

---

CITY, STATE, ZIP

---

TELEPHONE NUMBER

---

NAME & COMPANY POSITION

---

AUTHORIZED SIGNATURE

**NOTE:**

This Bidder's Certification **must** be signed and included in the submission. Failure to complete will result in the proposal being rejected.

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT (required)**

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's website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder/contractor, any person signing on behalf of any bidder/contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief that each bidder/contractor and any subcontractor or assignee is not identified on the Prohibited Entities List.

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

During the term of the contract, should Economic Development Growth Enterprises Corporation ("EDGE") receive information that a bidder/contractor is in violation of the above-referenced certification, EDGE will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in investment in violation of the Act within 90 days of the determination of such violation, then EDGE shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder/contractor in default.

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

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

\_\_\_\_\_  
Signed

SUBSCRIBED and SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_  
Notary Public: \_\_\_\_\_

**VENDOR CERTIFICATION AND RESPONSIBILITY FORM (required)**

As of January 1, 2005, the Office of the State Comptroller is requiring all governmental agencies to only award contracts to vendors that have been certified as "responsible." Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity - both organizational and financial
4. Previous performance

Please complete the below Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller's (OSC) website: <http://www.osc.state.ny.us/vendrep>

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:		
VENDOR NAME:	ANSWER ALL QUESTIONS	
A. An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law?	YES	NO
B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?	YES	NO
C. Any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?"	YES	NO
D. A consent order with NYS Department of Environmental Conservation or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?	YES	NO
E. A finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127?	YES	NO
If yes to any of above, please provide details regarding the finding.		
ENTITY	MAKING	FINDING
YEAR OF FINDING		
BASIS OF FINDING		

(Attach Additional Sheets if Necessary)