



LAKE CHAMPLAIN-LAKE GEORGE

REGIONAL PLANNING

310 Canada Street P.O. Box 765, Lake George, NY 12845
Telephone: (518) 668-5773

NOTICE TO PROFESSIONALS

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

LCLGRP-05-26 Legal Services – Loan Collection and Collateral Recovery

Date Issued: April 30, 2026

Section 1. Purpose:

The Lake Champlain – Lake George Regional Planning Board (LCLGRP), the federally designated Economic Development District for Clinton, Essex, Hamilton, Warren, and Washington Counties of New York State, is seeking proposals from professional firms to provide collections assistance for delinquent and defaulted business loans as part of the LCLGRP Revolving Loan Funds.

Section 2. Receipt of Proposals:

Proposers may submit Proposals by mail or electronic mail only, no later than **May 29, 2026 at 12:00 pm (EST)**. Proposals must be received by this deadline. Late proposals will not be considered.

Proposals delivered by mail require two (2) print copies of the proposal and a thumb drive with a digital version (single pdf document) of the proposal. Proposal must be received in a sealed envelope marked **“Proposal Enclosed –LCLGRP-05-26 Legal Services – Loan Collection and Collateral Recovery”** at the following mailing address:

Lake Champlain Lake George Regional Planning Board
Attn: Beth Gilles, Executive Director
PO Box 765
Lake George, NY 12845

Submissions received by electronic mail must be sent to info@lclgrp.org and must have the proposal attached as a single PDF document with the email subject line **“Proposal Enclosed –LCLGRP-05-26 Legal Services – Loan Collection and Collateral Recovery”**.

All proposals must be submitted in accordance with the terms and specifications.

NYS Certified Minority and Women Owned Business (MWBE), Disadvantaged Business Enterprise (DBE) and/or Service-Disabled Veteran-Owned Businesses (SDVOB) are encouraged to apply.

2.1 Questions regarding these specifications shall be directed to Beth Gilles, no later than 12:00 pm (EST) on May 12, 2026, by e-mailing info@lclgrp.org. All questions must be submitted in writing. Responses to any questions will be provided by written addenda posted to the website at www.lclgrp.org. LCLGRP shall not be bound by any verbal responses.

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

2.3 LCLGRP reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a firm's proposal and/or determine a firm's compliance with the requirements of this RFP.

2.4 LCLGRP reserves the right to interview any and all responding firms prior to final selection.

Section 3. Scope of Services:

The Lake Champlain – Lake George Regional Planning Board (LCLGRP) administers a publicly funded Revolving Loan Fund (RLF) designed to support economic development within Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence, Warren, and Washington Counties of New York State. The RLF provides low-cost, short-term financing to eligible small businesses for the purpose of fostering business growth, job creation, and regional economic stability.

Loan products offered through the RLF include, but are not limited to:

- Fixed-asset financing for the acquisition, construction, or improvement of land, buildings, and equipment;
- Financing for the purchase of existing businesses;
- Working capital loans to support start-up ventures and expansion of existing enterprises.

As security for these loans, borrowers are required to provide appropriate collateral, which may include personal guarantees, liens on real property, business assets, equipment, accounts receivable, and other forms of security as deemed necessary.

LCLGRP actively manages a portfolio of approximately 40 to 60 open loans at any given time.

From time to time, loans within the portfolio become delinquent or enter default status, requiring legal intervention to protect the interests of the RLF and ensure recovery of public funds. Accordingly, LCLGRP is seeking proposals from qualified attorneys or law firms licensed to practice in the State of New York to provide legal services related to debt collection, collateral recovery, and enforcement of loan agreements.

Selected counsel will be expected to provide legal services on an as-needed basis, which may include, but are not limited to:

- Initiation and prosecution of legal actions to collect outstanding debts, including filing and litigating civil lawsuits;
- Enforcement of loan agreements, guarantees, and security instruments;
- Foreclosure proceedings on real property collateral;
- Repossession and disposition of secured assets, including equipment and business property;
- Assistance with negotiation of settlements, restructurings, or workout agreements where appropriate;
- Filing and enforcement of judgments;
- Coordination with law enforcement or third-party repossession agents as necessary;

- Providing legal advice and strategy related to risk mitigation and recovery efforts;
- Ensuring compliance with all applicable federal, state, and local laws and regulations.

3.1 Terms and Conditions - LCLGRP intends to enter into one or more agreements with qualified respondents. The selection will be based on a “best value” standard, taking into account experience, qualifications, cost, and demonstrated ability to perform the required services.

- This RFP does not guarantee any minimum amount of work.
- Legal services will be assigned on an as-needed basis at the sole discretion of LCLGRP.
- LCLGRP reserves the right to award contracts to multiple firms to ensure flexibility and coverage.
- The selected firm(s) must maintain appropriate professional liability insurance.

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

3.3 Duration of Services - The duration of the contract will be for a term of two (2) years with an optional renewal clause for another two (2) years.

Section 4. Response Criteria

4.1 Minimum Qualifications

Respondents must meet the following minimum qualifications:

- Admission to the Bar and in good standing to practice law in the State of New York;
- Demonstrated experience in commercial debt collection, foreclosure, and secured transactions;
- Familiarity with New York State laws governing creditors’ rights and collateral recovery;
- Experience representing public entities or administering publicly funded programs is preferred.

4.2 When responding to this request, please send appropriate information, such as resumes, description of your firm and experience which must include the following information:

- a. Firm overview and qualifications, including organizational structure, size, areas of practice, and office location(s). Please specify which office each team member assigned to this contract will be located;
- b. Resumes of key personnel who will be assigned to this work, including education. At least one primary contact should be identified as a project manager for assigned work and be familiar with loan collection actions as described above;
- c. Description of relevant experience, including examples of similar engagements;
- d. Itemized cost proposals must include the title and hourly rate for any proposed staff to be used on this contract. Include any ancillary, indirect, or contingency fees;
- e. Description of approach to handling delinquent loan matters and client communication;
- f. Affirmative statement that the firm has the capacity to properly and expeditiously represent the LCLGRP;
- g. References from at least three clients for whom similar services have been performed

4.3 Safeguarding of Confidential Information - Any trade secrets or other data which the proposer does not wish disclosed to other than LCLGRP representatives involved in RFP evaluation or contract administration will be kept confidential if identified as follows: Each page shall be identified in boldface at the top and bottom as “Confidential”; and any section of the proposal, which is to remain confidential, should, in addition, be so marked

in boldface on the title page of that section. Net cost information may not be deemed confidential.

4.4 License to Practice in New York State – As necessary, an affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in New York State.

4.5 Certification of DBE/MBE/WBE/SDVOB Status – An affirmative statement should be included from all firms claiming to meet DBE/MBE/WBE/SDVOB status that the entity is properly registered as such in New York State and provide copies of certificates as part of the bid package (certifications issued by New York City do not count towards MWBE goals).

Section 5. Evaluation Criteria

Proposals will be evaluated by the LCLGRP based on, but not limited to, the following criteria:

- Relevant experience and expertise;
- Demonstrated success in similar legal matters;
- Cost-effectiveness of proposed fee structure;
- Responsiveness and clarity of proposal;
- References and past performance;
- Ability to provide timely and effective legal services.

Section 6. RFP General Terms and Conditions:

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

to the services performed or to be performed.

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

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

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With regard to legal patent or proprietary rights, it shall be incumbent upon the party furnishing the proposal to notify the LCLGRP of such.

- F. Nothing contained herein shall be deemed an offer by the LCLGRP or be interpreted as making a representation or giving any assurances that a contract may be entered into or that LCLGRP is in some fashion obligated. Should LCLGRP be unsuccessful in negotiating a contract with the Contractor within the time frame acceptable to LCLGRP, the LCLGRP may begin contract negotiations with another Contractor responding to the RFP, reject all RFPs, re-advertise, or take such other action as may be deemed appropriate.
- G. Proposals will not be returned once submitted, and the LCLGRP may dispose of the same in any manner allowed under law.
- H. Submission of the proposal to LCLGRP shall be deemed consent for the proposals to be publicly identified, and information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the proposal as tradesecrets, as affecting present or imminent contract awards, or other information allowed to be kept confidential pursuant to the Section 87 of the Public Officer's Law of the State of New York. In order to designate information as confidential, the Contractor submitting the proposal must highlight the information and inform the LCLGRP of its desire to keep that information confidential in a letter transmitting the proposal. Whether the information designated by the Contractor is allowed to be kept confidential pursuant to New York State Laws shall be determined by the Director upon consultation with the LCLGRP Attorney and notice of such determination shall be made to the Provider prior to the release of the information to afford the service provider an opportunity to appeal the decision.
- I. LCLGRP reserves the right to make any investigation deemed necessary to determine Contractor qualifications and responsibility. The Contractor shall furnish to the LCLGRP, upon request, all data pertinent thereto.
- J. Submission of a proposal constitutes agreement to all terms and conditions set forth herein. By submitting a signed proposal, the Contractor a) warrants that the contents of its proposals are accurate and binding upon the Contractor; b) represents that its staff is knowledgeable about the services to be provided as identified in this RFP; and c) warrants that it will use reasonable and appropriate efforts to provide such services in a professional and timely manner. In addition, the Contractor further warrants that it has become sufficiently acquainted with the conditions, facts, and circumstances relating to providing the requested services. Failure or omission of the Contractor to adequately acquaint itself with existing conditions, facts and circumstances shall not in any way relieve it of any obligations with respect to this RFP.
- K. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of an individual's age, race, creed, color, national origin, gender identity or expression, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national

- origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- L. LCLGRP reserves the right to allow all municipal and not-for-profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the LCLGRP and the vendor.

CONSULTANT’S ACKNOWLEDGMENT

(If a Corporation)

STATE OF NEW YORK)

COUNTY OF)

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

Notary Public

CONSULTANT’S ACKNOWLEDGMENT

(If an Individual)

STATE OF NEW YORK)

COUNTY OF)

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

Notary Public

CONSULTANT’S ACKNOWLEDGMENT

(If a Co-Partnership)

STATE OF NEW YORK)

COUNTY OF)

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

Notary Public

INSURANCE AND INDEMNIFICATION

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

to the LCLGRP upon request).

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

E. Disability Insurance - statutory limits and as follows:

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

PROPOSAL

PROPOSAL OF: _____
COMPANY NAME

TO: Beth Gilles, Executive Director
Lake Champlain – Lake George Regional Planning Board
PO Box 765
Lake George, NY 12845

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

Date: _____ Federal ID#: _____

Contractor Signature: _____

Contractor Name (Printed): _____

Name of Firm: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

E-mail of contact person: _____

PROPOSAL

CORPORATE RESOLUTION

RESOLVED that _____
(Name)

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

(Title of Project)

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

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

Corporation at a meeting of its Board of Directors held on

the _____ Day of _____, 20____, and is still in force and effective on this _____ Day of _____, 20____.

SECRETARY
(Signature)

(SEAL OF CORPORATION)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

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

SIGNED

SWORN to before me this

_____ day of _____

202____

Notary Public: _____

CERTIFICATION

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

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the General Municipal Law.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the District Manager of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- (c) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (d) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, on behalf of the corporate bidder.

Individual Bidder

Co-Partnership

By _____
Partner

Corporation

By _____
President

**Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business
in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found here: <https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting>.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2. a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia (Please provide a detailed description of the wind down process and a schedule for completion).
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.).
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name (legal entity): _____

By (signature): _____

Name: _____

Title: _____

Date: _____