



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-06-26 – Outsourced Accounting & Financial Services

Date Issued: May 15, 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 accounting and financial management services during a significant transition in the agency’s financial operations.

Since 2018, LCLGRP has relied on financial management support provided by Washington County. The agency is now bringing these functions in-house. LCLGRP does not currently have accounting software in place and needs to review and update its financial policies and procedures to align with in-house financial management. The agency is seeking a qualified accounting Contractor to provide financial services and serve as a trusted partner through this transition, helping to assess the current state of financial operations, ensure sound systems and controls, and provide ongoing accounting services once those systems are in place.

LCLGRP recognizes that the full scope of transition needs may not be entirely known at this time. Proposals should reflect an understanding of this uncertainty and demonstrate the Contractor’s capacity to provide adaptive, advisory-level support in addition to defined accounting tasks. Services will include, but may not be limited to, financial transition and setup consulting, general bookkeeping, financial reporting, and grant accounting and compliance assistance.

Section 2. Receipt of Proposals:

[EverStrive Solutions](#) is assisting LCLGRP with administration of this RFP. Proposers may submit Proposals by electronic mail only to EverStrive Solutions at lpalmer@everstrivesolutions.com, no later than **Monday, June 15, 2026 at 12:00 pm (EST)**. Proposals must be received by this deadline. Late proposals will not be considered. Submissions must have the proposal attached as a single PDF document with the email subject line “[Insert Firm Name] – LCLGRP-06-26 – Outsourced Accounting & Financial Services.”

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

LCLGRP-06-26 – Outsourced Accounting & Financial Services

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 submitted via this webform:

<https://forms.office.com/r/r7NS4qU4hY>. All questions must be submitted in writing by 12:00 p.m. (EST) on Wednesday, June 3, 2026. Responses to any questions will be provided by written addenda posted to the website at www.lclgrpb.org by 12:00 p.m. (EST) on Wednesday, June 10, 2026. LCLGRP shall not be bound by any verbal responses.

2.2 LCLGRP reserves the right to award the Contract under this RFP to the Contractor(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 are 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 Contractor's proposal and/or determine a Contractor's compliance with the requirements of this RFP.

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

2.5. Schedule (all dates are tentative and subject to change at the discretion of LCLGRP)

Task	Date
RFP Issued	Friday, May 15, 2026
Deadline to Submit Questions	Wednesday, June 3, 2026 (12:00 p.m. EST)
Q&A Addendum Issued	By Wednesday, June 10, 2026 (12:00 p.m. EST)
Proposals Due	Monday, June 15, 2026 (12:00 p.m. EST)
Short Listed Contractors Notified	By Wednesday, June 24, 2026
Interviews (at the option of LCLGRP)	June 25 – July 2, 2026 (TBD)
Reference Checks – Deliberations	July 6 – 10, 2026 (if needed)
Notification of Award – Contract Negotiations	July 15, 2026
Notice to Proceed	July 31, 2026

Section 3. Scope of Services:

The LCLGRP is seeking an Outsourced Accounting & Financial Services Contractor to serve both as a transition partner during the agency's shift to in-house financial management and as an ongoing provider of core accounting services. The Contractor will provide support across four service areas, as described below in Sections 3.1 to 3.4. The Contractor is expected to bring advisory capacity as well as technical accounting expertise, and to proactively identify needs and issues as they arise. LCLGRP reserves the right to award to one or more Contractors, based on best value, depending on qualifications relevant to a particular service area.

3.1 Financial Transition and Advisory Services

This subsection covers the initial transition phase and ongoing advisory support as LCLGRP establishes independent financial operations. The Contractor should anticipate that the full scope of needs in this area may evolve as the transition progresses. Services may include, but are not limited to:

- Assessment of the current state of LCLGRP's financial records, accounts, and documentation

- Guidance on accounting software selection and implementation, including system configuration and staff onboarding. LCLGRP has conducted preliminary needs assessment and software research. The selected Contractor will advise on final selection and lead implementation. Existing data must be transitioned from New World ERP.
- Assessment and revision of LCLGRP's existing financial policies and procedures manual, internal controls, and approval workflows to ensure they are appropriate for independent financial operations and consistent with applicable compliance requirements.
- Training LCLGRP staff on adopted systems, software, and procedures.
- Identification of compliance gaps or risks associated with the transition, with recommendations for remediation.
- Advisory support to the Executive Director on financial management best practices, particularly for state and federal funded programs
- Other transition-related consulting as directed by the Executive Director

3.2 General Bookkeeping

Services may include, but are not limited to:

- Maintaining accurate and up-to-date general ledger accounts
- Monthly bank and credit card reconciliations for all accounts, including investment account activity. LCLGRP has seven separate bank accounts to meet programmatic requirements.
- Preparation and maintenance of journal entries, including payroll journal entries based on payroll data provided by Warren County, LCLGRP's current payroll administrator.
- Monthly close procedures and preparation of monthly financial statements
- Coordination with LCLGRP staff on day-to-day financial transactions and coding

3.3 Financial Reporting

Services may include, but are not limited to:

- Preparation of monthly, quarterly and year-end financial statements including balance sheet, income statement, and cash flow statement
- Budget-versus-actual reporting and variance analysis on a monthly and quarterly basis
- Preparation of quarterly financial reports for presentation to the LCLGRP Board of Directors (periodic attendance at meetings may be requested but is not routine)
- Support for the annual independent audit, including preparation of schedules, coordination with external auditors, and response to audit findings
- Preparation of financial reports required by federal or state funding agencies and NYS Office of the State Comptroller, as directed by the Executive Director.

3.4 Grant Accounting and Compliance

As a federally designated Economic Development District, LCLGRP administers federal, state, and local grants and may be subject to Single Audit requirements under OMB Uniform Guidance (2 CFR Part 200). Proposers with experience in federal grant compliance and Single Audit preparation are strongly encouraged to highlight that experience. Services may include, but are not limited to:

- Ensuring compliance with OMB Uniform Guidance (2 CFR Part 200) and other applicable federal cost principles and administrative requirements
- Supporting LCLGRP staff to maintain complete and audit-ready supporting documentation for all grant-funded expenditures
- Supporting preparation of the Schedule of Expenditures of Federal Awards (SEFA) and coordination with auditors during Single Audit engagements

3.5 Project Budget

Proposers shall provide two separate cost components: (1) a fixed monthly fee covering routine bookkeeping and financial reporting services as described in Sections 3.2, 3.3, and 3.4; and (2) a proposed cost for transition and advisory services as described in Section 3.1, structured as either a lump sum or hourly not-to-exceed amount and supported by a preliminary scope and hour estimate. Both components are required for a complete proposal. Proposers should also identify any services within Sections 3.2, 3.3, and 3.4 that would be billed outside the monthly fee and specify the applicable hourly rate or pricing structure for such work.

3.6 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 When responding to this request, please send appropriate information, such as resumes, description of your company and experience, to demonstrate your responsiveness to the following criteria:

- a. Description of Contractor/staff qualifications, including resumes and experience of staff assigned to support LCLGRP work. At least one primary staff contact should be identified as a project manager for assigned work.
- b. Description of the Contractor's specific experience with financial transitions, new entity setup, or situations where an organization was setting up independent financial operations. Proposals should speak directly to the Contractor's capacity to provide adaptive, advisory-level support under conditions of uncertainty, and not solely to steady-state accounting services.
- c. Description of the Contractor's approach to client engagement, including communication cadence, coordination with LCLGRP staff on routine transactions, and how the Contractor will ensure that agency leadership maintains a clear and current understanding of its financial position. LCLGRP is seeking a working partner, not solely a reporting function.
- d. Description of experience with federal grant compliance, OMB Uniform Guidance (2 CFR Part 200), and Single Audit engagements, including representative examples where applicable.
- e. List of three references and description of related work completed.
- f. Applicants are encouraged to emphasize their relevant area of expertise within their respective proposals.
- g. Demonstration of meaningful DBE/MBE/WBE/SDVOB participation will also yield a competitive advantage for applicants during the selection process.
- h. Cost Proposal (see Section 3.5). Cost and past performance will be considered, along with any other qualifications as determined by the LCLGRP.

4.2 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.

4.3 License to Practice in New York State – All assigned key professional staff must be properly licensed to practice in New York State. The Contractor shall include an affirmative statement that at least one staff member assigned to this engagement holds a current Certified Public Accountant (CPA) license issued by the New York State Education Department.

4.4 Certification of DBE/MBE/WBE/SDVOB Status – An affirmative statement should be included from all Contractors 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. 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. 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 is at the discretion of the vendor and the vendor is only bound to any contract between the LCLGRP and the vendor.

Required Supplemental Documentation:

1. Consultant's Acknowledgement
2. Insurance and Indemnification – no documentation required, but proposer must be able to meet minimum insurance requirements
3. Proposal Cover Sheet
4. Reference Sheet (minimum of 3 references)
5. Corporate Resolution
6. Certification of Compliance with the Iran Divestment Act
7. Non-Collusion Certification
8. Certification Under Executive Order No. 16

Instructions: The first two pages of the proposal should include the following items:

Page 1 – Supplemental Document Item #3 – Proposal Cover Sheet

Page 2 - Supplemental Document Item #4 – Reference Sheet

All other required supplemental documents should be attached at the end of the proposal.

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, 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: _____

REFERENCE SHEET

All bidders will be required to complete this form providing three references of past performance. References should involve project and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six months. The LCLGRP reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

Indicate filing date on the line provided.

BIDDERS NAME: _____

REFERENCES NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

BIDDERS NAME: _____

REFERENCES NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

BIDDERS NAME: _____

REFERENCES NAME: _____

ADDRESS: _____

TELEPHONE: _____

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: _____