

**REQUEST FOR REDEVELOPMENT PROPOSALS
FOR CITY-OWNED REAL PROPERTY AT
5627 NIAGARA FALLS BOULEVARD
NIAGARA FALLS NY 14304**

Released: MAY 20, 2020



**SUBMISSION DEADLINE:
FRIDAY JULY 17, 2020 @2:00PM**

Issued by:

City of Niagara Falls – Purchasing Department

745 Main Street, Room 214
Niagara Falls, NY 14302-0069



Contact:

Thomas Tedesco, Director of Business Development, for
issues or questions specific to this RFP:

[716-286-4482](tel:716-286-4482)

Thomas.tedesco@niagarafallsny.gov

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Dear Developer,

Thank you for taking an interest in investing in the City of Niagara Falls. This northern gateway area of the City has seen resurgence and growth in recent years. The burgeoning Niagara Falls Boulevard and Military Road development has fortunately bled west into this area in the City with new retail, commercial, industrial, and hotel development occurring over the last decade. This underutilized property at 5627 Niagara Falls Blvd. presents a great opportunity for redevelopment.

The City of Niagara Falls (“City”) is seeking competitive proposals for the acquisition and redevelopment of a City-owned parcel located at 5627 Niagara Falls Boulevard. The property is located at 5627 Niagara Falls Boulevard is located along U.S. Route 62, one-third mile west of the Interstate 190 interchange, 1 mile from Fashion Outlets of Niagara Falls USA, 3 miles from the Niagara Falls International airport, 3.5 miles to Niagara Falls State Park, and there are 3 international border crossings within 7 miles.

The City does not sell property for speculative purposes! Conveyance of City property occurs only when the proposed project has secured City Council approval, project financing and land use approvals.

The City has three primary redevelopment goals for the property:

1. Develop a commercial, institutional or public land use that complies with the zoning requirements in commercial – general (C3) zoning districts.
2. Serve the local community and promote equitable development by reducing disparities in available jobs, job training, commercial or human services.
3. Implement and Promote Sustainable Development.

The Selection Committee shall review all complete proposals that are consistent with the development goals for the property. A preferred developer will be selected and presented to the Niagara Falls City Council for approval.

Site Facts:

- Address: 5627 Niagara Falls Boulevard
- Property ID#: 160.06-5-2
- Acreage of Site: 1.4 acres
- Sq. Ft. of Site: 61,984
- Zoning: C3 (Commercial – General)
- Current Land Use: Hotel/Restaurant & Fuel Dispensary (Closed)
 - Gross Floor Area: 17,250
- Full Market Assessed Value: \$728,395
- Utilities: All Public Utilities Available

The City will accept written proposals received in the Purchasing Division office at City Hall, Room 214, 745 Main Street, Niagara Falls, New York, 14302-0069 on or before 2:00PM on July 17, 2020.

Developers will not be permitted to enter City Hall during the time in which it is closed to the public. Developers should make every effort to deliver RFP packages via USPS, UPS, FedEx or a similar delivery service. Please note that those deliveries must still be received by the Purchasing Division no later than the scheduled time set forth on Page 1 herein. Developers who are unable to utilize a delivery service may call 716-286-4371 and make an appointment to drop off a package to a member of the Purchasing Division staff at the parking lot entrance door to City Hall. Calls to schedule an appointment should be made no later than 4:00 p.m. the day before the scheduled opening. The City takes no responsibility for the late arrival of Proposal packages due to delivery failure or the failure to leave adequate time for an appointment to be scheduled.

A certified or bank check in the amount of \$1,000.00 payable to the City Controller of the City of Niagara Falls, NY, is required with each Proposal. This check will be returned in the event that the City does not select your proposal. If your Proposal is selected, the \$1,000.00 will be applied as a partial deposit against the purchase price.

Project staff will hold an optional pre-proposal meeting BY APPOINTMENT ONLY at the site to discuss the RFP and answer questions.

Aerial Photo of the Site



Property Description and Background:

5627 Niagara Falls Boulevard is a City-owned development site that is developed with one two-story 14,690 square foot vacant motel and restaurant (Site Building 1) that was constructed in 1974 on the west side of the parcel and one two-story 2,560 square foot vacant convenience store (Site Building 2) that was constructed in 1992 on the east side. Two fuel canopies with seven pump islands and eight dispensers (removed) are located north and west of Site Building 2. The remaining exterior portions of the Site consist of an asphalt parking lot.

The subject property is zoned C3 – General Commercial.

The C3 General Commercial zoning district is the most open commercial district in the City. The purpose of the C3 zoning district is to allow a more intense and large-scale combination of residential, commercial business, and mixed uses. This zone is predominately automobile oriented with a focus on accessibility to high traffic corridors and servicing a regional market. Limited light industrial uses may be permitted provided such development includes a significant commercial component. Residential uses allowed in this district are limited to apartment and townhouse-style structures. These districts are intended to ensure that adjacent residential areas are protected from traffic, lighting, noise or other nuisances related to non-residential uses. Overall, development shall be aesthetically pleasing with trees and associated landscaping elements included within the parking area.

Environmental Conditions:

Due to the potential for adverse environmental conditions existing on the property, the City obtained both a phase I and a phase II environmental site assessment (ESA), along with pre-renovation regulated building materials assessment for both buildings. The phase I assessment identified some possible areas of concern that were subsequently studied in the phase II assessment. As part of the phase II assessment, four underground storage tanks (USTs) were removed, and a fifth was closed in place as per New York State Department of Environmental Conservation (NYSDEC) regulations.

The scope of the phase II ESA for the site included a geophysical survey, radiological screening, a subsurface soil investigation and groundwater investigation. The closure and removal of the USTs was performed in order to facilitate characterization of subsurface soils proximate to the USTs. An asbestos, lead based paint and mold assessment were completed on the buildings for potential renovation and reuse.

The site findings of the phase II ESA determined that the only subsurface anomalies were those related to the USTs, which were subsequently closed and/or removed. The radiological did not indicate presence of any radioactive material. There is only a small area proximate to the former USTs and fuel piping that has minor exceedances for NYSDEC soil cleanup objectives for Semi Volatile Organic Compounds (SVOCs).

The pre-renovation surveys of the buildings found that Building 1 (former hotel & restaurant) has only a small amount of asbestos containing material (ACM) mostly related to floor tile in six rooms, lead glazed tile in two rooms, plus three small locations have lead based paint. Significant mold was limited to one room at the time of the assessment.

Building 2 (former convenience store) has no Asbestos Containing Material (ACM). Lead based paint was found only on painted exterior curbs and exterior metal roof supports. No mold was found at time of assessment.

ZONING MAP 5627 NIAGARA FALLS BOULEVARD



There are three primary goals for this property.

1. Redevelop the property as a commercial, institutional or public land use that complies with the zoning requirements in C3 zoning districts.

Responsive proposals will be development projects that are permitted commercial, institutional or public land uses in general commercial zoning districts (C3), as defined in the Niagara Falls zoning code. Land uses, building scale and site plans should be consistent with the development standards for that zoning district.

2. Serve the local community and promote equitable development.

The City of Niagara Falls is committed to citywide economic opportunity and social equity, and promotes these outcomes.

Proposals that serve existing nearby neighborhood residents and promote comprehensive and equitable community development by reducing equity gaps in available jobs or human services; and providing jobs, job training, and/or needed human or commercial services will receive preference.

3. Implement and Promote Sustainable Development.

The City of Niagara Falls is committed to sustainable development and environmental health. Competitive proposals will maximize the incorporation of elements that address the City's overall goals for sustainability.

Proposers should describe how their development project and building use promotes environmental sustainability in areas such as construction techniques and building materials, site design and stormwater management, efficient building systems and energy use, and proposed commercial or human service uses occurring on-site.

RESPONSE REQUIREMENTS

Proposals must contain specific information that should be organized as follows:

1. Cover Letter/Executive Summary

Provide an overview of major contents of the proposal, at a minimum including:

- Overview of proposed Development team;
- Narrative summarizing the overall proposal; and
- Table summarizing proposed uses by type.

2. Proposer Team

Provide a description of the Proposer Team, with a complete organizational chart of key team members. If applicable, descriptions of team member companies (particularly proposed architectural, engineering, contracting professionals, etc.), including:

- Names, addresses, email, and telephone numbers of those individuals who may be contacted during the period of the proposal's evaluation
- Resumes of key professionals (no more than one page in length).
- List and describe past projects- with particular focus on similar projects, including cost of development, with drawings and photos.

3. Development Plan

Provide a Development Plan that fully describes the proposed actions to be undertaken by the team on behalf of the project. Identify properties, building(s), and any other improvements proposed to integrate these elements with the setting surrounding the Site. The Development Plan must include the following elements:

- A written description of the proposed development, including:
- An overview of the anticipated target market(s) that the development is intended to capture.
- Proposed uses in the development program, even if preliminary, specifying square footages by use or type, and any other appropriate descriptive measures.
- An explanatory statement that describes how the project's improvements and operations are consistent with objectives for Niagara Falls as specified in the Niagara Falls [Comprehensive Plan](#) and in accordance with applicable regulations contained with the City's [Zoning Ordinance](#) and/ or are consistent with the City's Urban Design Standards.
- A series of graphic depictions of the proposed development, including, but not limited to: An overall conceptual site plan (to scale), indicating, where applicable, proposed building footprints, internal site access (internal drives, walkways, etc.) and proposed frontage improvements (sidewalks, landscaping, etc.), as well as the relationship of

these site elements to components in adjoining street rights-of-way and to existing buildings/structures/site components on adjacent parcels.

- Typical, to-scale, ground-level and upper-level(s) floor plans (i.e., conceptual) indicating primary uses and gross square footages.
- Typical building elevations noting proposed architectural details and types of materials, which should demonstrate a consistency with urban design and zoning standards.
- A description of the proposed ownership/management structure post-construction.
- Project timetable, including dates for obtaining financing, start, closing, and completion of construction.

4. Financial Plan

Each proposal must include sufficient data to evidence that the proposed redevelopment and operation of the Site will be successfully accomplished by the Proposer Team and achieve the objectives of this RFP. The Financial Plan shall indicate all anticipated sources and uses of funding and must include the Proposer's equity, amounts, and any terms and conditions of financing —if applicable.

The proposal's Financial Plan must also include detailed pro-forma financial projections, with supporting calculations, for ten (10) years that includes the following information:

- An offer/bid for the parcel(s)/properties comprising the proposed Project;
- Estimated costs associated with capital improvements and investments;
- Projected gross revenues, operating/maintenance expenses and net operating income;
- Local property tax payments;
- Debt service payments on any short-term or long-term financing for improvements or operating capital; and
- Projected or targeted internal rate of return (IRR).
- Sources and amounts of financing and proposers' equity to be invested in the development and operation of the Site; and
- Evidence of financing consistent with the sources and uses and financial projections, including but not limited to: expressions of interest from lenders, letters of credit, and performance bonding capacity.
- A proposed Financial Plan should not assume any form of City, State, and/or other agency funding assistance in the 10-year pro forma other than assistance that would be generally available, or prescribed in this document, from existing programs/sources for which the developer may be readily entitled or eligible to apply (e.g., Historic Tax Credits).

5. Written Commitment to Community Benefits Agreement, if applicable

On June 7, 2017 via Executive Pronouncement, the City of Niagara Falls adopted a policy of negotiating community benefits on Economic Development projects in excess of \$1,000,000 that receive financial assistance from the City. *See Addendum A for the Pronouncement*

SELECTION CRITEREA

The City, in its sole discretion, will evaluate the proposals on the following basis:

- 1.** Extent that the proposal represents the highest and best use of the land. Extent that the proposed Project is consistent with or advances policies in the Niagara Falls Comprehensive Plan and is in conformance with requirements of the Niagara Falls Zoning Ordinance and associated City Urban Design Standards. (15 points)
- 2.** Extent that the proposed Project yields the highest level of public benefits such as private taxable investment, new jobs/opportunities, highest return on the land with the least amount of public investment. (15 points)
- 3.** The overall quality of a proposed development plan and the extent that the proposed Project would complement and/or enhance local job creation opportunities and other existing/planned development projects. (20 points)
- 4.** Extent that the proposed Project Team demonstrates a proven record of accomplishment in successfully completing similar development efforts. (10 points)
- 5.** Expeditiousness of the proposed date of completion for the Project (earlier completion will be favored) as well as documentation on the ability to meet the proposed timetable. (10 points)
- 6.** The quality of the overall financial plan and positive impact of the proposal, including:
 - a.** The use of reasonable and attributable assumptions;
 - b.** The level of proposed private investment;
 - c.** The level of demonstrated financial capacity to realize the proposed Project, documented through sources such as, but limited to expressions of interest from lenders, letters of credit, and/or performance bonding capacity; and
 - d.** Projected long-term economic benefits to the local community (e.g., property/sales tax revenues, job creation, etc.). (20 points)
- 7.** Extent to which the proposer is willing to enter into a Community Benefits Agreement (10 points) *See Addendum A for details.*

Acquisition Price. The purchase price will be determined by a negotiation between the City and the selected proposer. The proposed sale price should be factored into financial documents provided at time of submission. Proposals that provide the highest total

investment will be favored. The degree of private equity participation in a project is an evaluation factor.

Environmental Conditions. The successful Proposal(s) will assume all responsibility for all conditions on the site. The selected Developer will be authorized to perform a Phase I and Phase II environmental assessment on the Premises within ninety (90) days of the date of acceptance of the Proposal, at Developer's discretion and expense. In the event that the assessments disclose environmental conditions requiring remedial work, the Developer will have the option of performing any necessary remedial work, or of withdrawing its Proposal. Under no circumstances shall the City be considered responsible for remedial work.

Subsequent Approvals and Closing Procedure. The successful Proposal is subject to City Planning Board and City Council approvals, as may be required. In connection with the approval process, the successful Developer will be required to submit information sufficient for compliance with the requirements of NYS Environmental Conservation Law Article 8, Environmental Quality Review (SEQRA). The successful Developer would obtain Site Plan approval from the Planning Board. Any proposed zoning amendments or variances necessary for the project would also be subject to Zoning Board of Appeals and/or Planning Board and City Council approvals.

Closing and transfer of the property to the successful Developer(s) will take place when the Developer(s) has obtained all such required approvals. Closing will take place at the time of closing of the construction financing by the Development Team. Construction should start within 30 days of closing. In the event construction ceases for any unreasonable period of time, the City may deem the project abandoned and the property will revert to the City.

The City reserves the right to reject any or all proposals and to select any one proposal at its sole discretion. The City reserves the right to negotiate with the successful Developer as to any terms contained herein.

PROPOSAL INSTRUCTIONS

A. SUBMISSION OF PROPOSALS

RFP respondents are required to submit one original and five copies, plus a PDF on a flash drive, of their proposal. The proposal must contain the information requested in the submission requirements. **Proposals must be submitted and received on or before 2:00 pm, July 17, 2020** by mail or hand delivered. No facsimile or electronic submissions permitted. Six copies of the proposal shall be delivered to:

Mr. Douglas A. Janese, Jr.
Purchasing Agent – City of Niagara Falls
City Hall Room 214
745 Main Street
City of Niagara Falls, New York 14302-0069

B. LATE SUBMISSIONS

Submissions received after the date and time prescribed will not be considered.

C. REVIEW

The Selection Committee shall review all complete proposals and recommend a preferred developer to the Administration of the City of Niagara Falls for award.

D. RIGHT OF REJECTION

The Selection Committee reserves the right to reject any or all proposals in whole or in part. Proposal rejection is at the sole discretion of the City Administration and shall not incur any direct or indirect financial exposure to the City of Niagara Falls for the costs incurred unless such eligible costs are contained in the DSA as authorized by the City Council in due session authorizing such.

The items previously described herein must be submitted by all respondents to be considered for exclusive development rights. Failure to place relevant information in the structure outlined in the RFP shall be deemed non-responsive.

Additional information regarding the site and the proposal requirements can be obtained from the Economic Development Office. Questions should be directed to:

Mr. Thomas Tedesco

thomas.tedesco@niagarafallsny.gov

716-286-4482

GENERAL TERMS & CONDITIONS

The City makes no representations or warranties whatsoever with respect to this RFP, without limiting the foregoing, representations or warranties as to: the accuracy or completeness of any information or assumptions contained in or provided in connection with this RFP or otherwise furnished to respondents; the use or development, or potential use or development, of the Project or any portion thereof; the physical condition, environmental condition, layout, configuration, size, boundaries, access, location, systems and utilities for all land and improvements constituting the Project and for the adjacent properties; the absence or presence of hazardous substances or toxic materials in, under or upon the Project and the adjacent properties; compliance with environmental laws; tax assessments that may be made by the City, tax rates that may be established by the City and/or the amount of PILOT payable; and the suitability of the Project for any specific uses or development.

Each respondent shall make its own analysis and evaluation of the Project Site, including, without limiting the foregoing: the physical condition, environmental condition, layout, configuration, size, boundaries, access, location, systems and utilities for all land and improvements constituting the Project and for all adjacent lands; the absence or presence of hazardous substances or toxic materials in, under, or upon the Project Site and adjacent lands; compliance with environmental laws; and the suitability of the Project Site for any use or development. Each respondent shall obtain its own independent legal, accounting, engineering and technical advice on all matters relating to the Project, including, without limiting the foregoing: examination, review and verification of any information provided by or on behalf of the City; land and improvements constituting the Project Site and adjacent to the Project Site; all local laws, regulations and conditions that may affect the use and development of the Project; and all other matters that may be material.

Respondents shall not rely upon any statement or information given to respondents by the City including, without limiting the foregoing, any information contained in this RFP or made available pursuant to this RFP, or otherwise.

In the event that the selected respondent does not execute a Development Agreement for the Project, the City may, in their sole discretion, invite any of the other respondents to participate in a further competitive process to determine a new selected respondent.

- In addition to those terms and conditions stated elsewhere, this RFP is subject to the following:
- The preferred developer must comply with all applicable federal, state and local laws and regulations.
- The preferred developer must accept the Project Site in “as is, where is” condition on the date of disposition.
- Conveyance by the City shall be governed by a Development Agreement.
- Demolition, removal, alteration or conversion of any existing improvement or portions thereof at the Project Site is to be performed at the sole cost and expense of the preferred developer after closing under the Development Agreement.
- The City will not pay for or refund any costs and expenses incurred by any respondent in responding to this RFP or subsequent selection stages or by any preferred developer following selection and/or designation.
- All determinations as to the completeness or compliance of any response/proposal or as to the eligibility, qualification or capability of any respondent will be within the sole and absolute discretion the City.
- Selection or designation of any respondent pursuant to this RFP or subsequent selection stages will not create any rights for the respondent including, without limitation, rights of enforcement, equity or reimbursement. The City shall have no obligation or liability whatsoever to any person or entity whose response/proposal is selected or designated as a result of this RFP unless and until a Development Agreement shall have been fully executed and delivered by all parties thereto and all necessary consents and approvals necessary for the City entry into such agreement have been obtained, and then all such obligations and liabilities shall be solely in accordance with the terms and conditions of such Development Agreement.
- A respondent may be rejected if the City determines, in r exercise of sole and absolute discretion, that such respondent, any respondent partner, or member of a respondent team or any principal, partner, officer, director, affiliated person, or principal shareholder of the respondent, of any respondent partner, or of any member of a respondent team, has been convicted of, or pled guilty or nolo contendere to, a felony or crime of moral turpitude, is an “organized crime figure,” under indictment or criminal investigation, or is in arrears or in default on any debt, contract, or obligation to the City or any of their respective affiliates, subsidiaries, agencies, departments or

instrumentalities. Each respondent, respondent partner, and member of a respondent team and any principal, partner officer director, affiliated person, or principal shareholder of the selected respondent, respondent partner, or member of the respondent team may be required to complete a background questionnaire with respect to the foregoing, or other matters, and may be subject to investigation by the City. The City is under no legal obligation to dispose of the Project through a competitive bid process. This RFP does not constitute an offer of any nature and does not obligate the City to undertake any action or to proceed with the Project.

- The City will review all responses/proposals for completeness and compliance with the terms and conditions of this RFP, and may request from any and all of the developers, at any time during the selection process, additional information, material, clarification, confirmation or modification of any submitted response and/or proposal. The City may also, but is not obligated, to make requests for additional material or for clarification or modification of any submitted response and/or proposal that is incomplete or non-conforming as submitted.
- The submission of a response and/or proposal shall constitute the respondent's permission to the City to make such inquiries concerning the respondent and members of the respondent's team, which the City in its sole discretion, deem useful or appropriate including, without limitation, authorization to contact the respondent's bank(s) and credit references, and any other persons identified in the proposal and to obtain pertinent financial and other information. Except at the request or by the consent of the City, in its sole discretion, no respondent will be entitled to change its proposal once submitted.
- The City may, at any time, exclude those proposals, which in its sole discretion fail to demonstrate the necessary qualifications for development or which fail to comply with the terms and conditions of this RFP.
- Under no circumstances will the City pay or be liable for any costs incurred by a firm/team in responding to this RFP or subsequent stage or in connection with the transfer of the Project Site.
- The City reserves the right, in its sole discretion, to reject at any time any or all proposals; to withdraw the request without notice; to negotiate with one or more developers submitting proposals and/or to negotiate with respect to, and dispose of the Project (including to parties other than those responding to this request) on terms other than those set forth herein. The City reserves the right to waive compliance with and/or change any of the terms of this request and to waive any informalities or irregularities in the request process.
- Responses and/or proposals shall be accepted from principals only. No brokerage fees, finder's fees, commissions or other compensation will be payable by the City in connection with the selection of a respondent or the disposition of the Project Site. Submission of a statement of interest and/or proposal in response to this RFP or subsequent stage constitutes an undertaking by the respondent to hold harmless and indemnify and defend the City from and against any and all expenses, damages or liability (including, without limiting the foregoing, attorneys' fees and disbursements) arising out of any claim for such fees, commissions or other compensation made in connection with such respondent's response to this RFP or subsequent stage, selection or (non-selection) thereunder or execution (or non-execution) of a Development Agreement.
- Respondents of this RFP shall make no news/press release pertaining to this RFP or anything contained or referenced herein without prior written approval from the City. Any news release pertaining to this RFP may only be made in coordination with the City.
- No submissions will be accepted from, nor any award be made to, any person or entity that is in arrears in any tax or taxes, or otherwise indebted to the City.

AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION

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

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

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

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

NAME & TITLE

AUTHORIZED SIGNATURE

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

Notary Public

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

I, _____, being duly sworn, depose and say that I am the
_____ of

_____,
the vendor making this submission and that neither Vendor/Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Authorized Signature

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

Notary Public

NON-SUBMISSION CERTIFICATE

Instructions

1. Place an X on the appropriate line(s) below.
2. Complete and return ONLY this page of the package.
3. Make sure to place your submission number on your envelope and return it to the Purchasing Division

NOTE: It is required that you indicate your reason for not making a submission.

____ We are not making a submission.

____ We request that you remove our name from the mailing list for this offering only.

____ We request that you remove our name from the mailing list for all future offerings made by the City.

VENDOR NAME: _____

ADDRESS: _____

CITY, STATE and ZIP CODE: _____

REASON FOR NOT MAKING A SUBMISSION:

SIGNATURE: _____