

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY – REQUEST FOR PROPOSALS
WEBSITE DESIGN & REBRANDING
DUE DATE: JUNE 18, 2026

1. Purpose & Objective

The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified full-service branding and digital marketing firms (referred to hereinafter as the “firm”) who will assist the Town of Bethlehem Industrial Development Agency in a rebrand of the Agency and who are interested in creating a new content management, open-sourced informational website and providing a complete overhaul of the Agency’s digital presence for the Town of Bethlehem Industrial Development Agency (“BIDA”). Applicant firms must be proficient in domain transfers, as the new site must be operable under a “.gov” domain in compliance with new legislation. The website design and interface must be fully compliant with the American with Disabilities (ADA) Title II Web and Mobile Application Accessibility Rule. The goal of this procurement is to modernize BIDA’s brand identity and create a high-performance digital hub that reflects the Town of Bethlehem’s status as a premier destination for development in upstate New York.

2. Background

Through the vision and leadership of the IDA Board Members, the IDA seeks to create a business-friendly climate that will attract development opportunities consistent with the character of the Town. With its superb location, desirable quality of life, available land, and educated workforce, the Town of Bethlehem is the ideal location to grow or expand your business.

In keeping with the Town's Comprehensive plan, the IDA is responsible for the promotion, attraction and development of job and recreational opportunities and economically sound commerce within the Town’s borders. The most significant tool available to the BIDA is the ability to provide financial assistance to eligible commercial and industrial projects in order to promote economic welfare and prosperity for the residents of the Town of Bethlehem.

The BIDA was established in 1973, and is a public benefit entity under New York State General Municipal Law Article 18-A. The BIDA is regulated by the New York State Authorities Budget Office which also has its own guidelines and requirements for the BIDA website.

Project Team & Advisory Board

The project will be managed by the BIDA Marketing Committee. The firm's schedule should include attendance at board meetings associated with project milestones.

3. Scope of Work

The BIDA is seeking the services of a digital marketing firm to execute a dual-track digital transformation. This project requires the simultaneous evolution of the BIDA brand identity and the technical overhaul of its primary digital asset, ensuring that the new visual narrative is seamlessly embedded into the user experience. The tasks provided below are general requirements for the project and are intended to establish expectations of the project scope. It is expected that the chosen firm will provide more specific recommendations for approaches, tasks and deliverables based on their experience and expertise from past work on similar projects. Upon selection of a firm a more formal scope including schedule, tasks and deliverables will be developed by the firm and staff.

Task 1: Redefining the BIDA brand

- Brand Audit: Perform a comprehensive audit of existing BIDA brand assets and facilitate discovery sessions with the BIDA to define a new strategic direction.
- Persona Mapping: Identify and map the needs of primary target audiences, including but not limited to site selectors and businesses.
- Draft 1 & Draft 2 Concepts: Presentation of initial brand directions followed by a refined second draft based on BIDA feedback.
- Brand Style Development: Design a modern visual identity, including a new logo, color palette, and typography that aligns with the BIDA's vision.
- Implement brand concept and design into the Website, social and print media including letterhead, business cards, newsletter templates, etc.

*Task 1 Deliverables:

- Strategic Brand Report: A written document summarizing the brand audit, target audience personas, and the professional opinion on BIDA's marketing leverage.
- Final Brand Style Guide: A comprehensive digital brand book including but not limited to all final logo files, color palettes, typography, and messaging standards.

Task 2: Website Engineering and Implementation

The consultant shall design and build a modern digital platform to serve as the primary

information hub for the BIDA with features including but not limited to:

- Website Architecture & UX/UI Design: Develop site maps and wireframes for a responsive digital interface optimized for both desktop and mobile.
- Draft 1 and Draft 2 Prototypes: Interactive wireframes and UI designs provided for review and revision prior to the final build.
- Content Migration: Audit current content, migrate necessary data, and produce new high-impact multimedia assets.
- Technical Build: Build a secure, SEO-optimized website that prioritizes functionality
- Domain Transfer: The BIDA site must be operating under a “.gov” domain in alignment with new legislation applicable to municipalities.
- Quality Assurance: Conduct rigorous cross-browser accessibility and analytics integration testing prior to launch.
- Launch & Training: Develop a go-to market digital launch plan and provide staff training for ongoing CMS management.
- Lead Generation & Integration: Design and implement secure inquiry forms for site selectors and investors with a clear data flow.
- Global Performance & Accessibility: Ensure the site is optimized for global performance (low latency) and adheres to WCAG 2.1 Level AA standards.
- Data Security: Specify the proposed hosting environment and security protocols to protect BIDA data.
- Ownership: The selected firm will grant full ownership and intellectual property rights for all final assets, code, and brand materials to BIDA upon project completion.
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***Task 2 Deliverables:**

- Live Digital Hub: A fully functional, tested, and SEO-optimized website on an approved CMS. Proof of successful cross-browser testing and WCAG 2.1 Level AA accessibility compliance. Integrated SEO metadata and Google Analytics (GA4) setup. The platform should be architected to support future multi-language localization.
- Technical Documentation: A complete CMS user training manual and a plan for ongoing maintenance.
- Go-to-Market Launch Kit: A strategic digital launch plan including but not limited to social media rollout, email templates, and website content plan, to announce the new brand and website to the public.
- Lead Capture & Integration: Develop secure lead capture forms that gather relevant information & data that could be integrated into BIDA’s existing website to ensure seamless follow-up with potential developers.

4. Submittal Requirements

The firm shall submit the proposal by email to **Catherine M. Hedgeman** at chedgeman@bethlehemida.com.

The deadline to submit proposals is no later than June 18, 2026 at 1 PM.

Proposal Format and Requirements

Proposals should contain the following information:

1. Title Page: Provide the name of your firm, address, telephone and name of contact person on a title page
2. Letter of Transmittal: Provide a complete statement regarding the understanding of the project and your interest in working with Bethlehem. Provide information on the size, location, available resources of the firm and brief discussion on past experiences related to the project (including relevant prior work in the BIDA, if any.) The transmittal letter shall be signed by a duly authorized officer or agent empowered with the right to bind the consultant submitting a proposal for consideration.
3. Project Team: Identify the project team (including sub-consultants and associates) and provide a statement of qualifications for each individual, including information such as: education, professional registrations, area of expertise and years of service in their respective field. Identify the project manager with overall responsibility for the effort and communication with staff and include an organization chart.
4. Work Samples: List and provide in electronic format only (either a webpage link to the document or other electronic format) up to three (3) examples of similar projects recently completed by the consultant. Identify the client and contact information. Identify consultant project team members.
5. References: Submit names, e-mails and telephone numbers of other municipal officials that we may contact to verify performance on similar projects recently completed by your firm as identified under the Firm Background section of the proposal submittal.
6. Verify Firm Capacity: Provide a statement verifying your ability to begin work on the website and complete the tasks within the timeframe identified based on your firm's current work load and capacity.
7. Cost Proposal: Submit a not-to-exceed cost breakdown and proposal, including travel and material expenses, for the work identified by the consultant in the Methodology and Approach and Timeframe sections of the proposal submittal. The costs should be broken out with separate amounts provided for completion of each task. The cost proposal shall include hourly not-to-exceed rates for each category of staff involved. A separate fee for each Task shall be provided so all responses can be evaluated comparatively.

8. Supporting Information (Optional): Provide other supporting information you feel may help us further evaluate your qualifications and fit for completing the project.

Tentative Schedule

The tentative schedule for this Request for Proposals is as follows:

- Release of RFP: June 1, 2026
- Deadline for Questions: June 8, 2028
- Question Responses and/or Addenda to RFP: June 12, 2026
- Proposal Submission Deadline: June 18, 2026
- Selection Reviews Complete: June 26, 2026
- Consultant Interviews: June 29 and 30, 2026
- Recommendation Presented to BIDA Board for Approval: July 22, 2026

Questions

The deadline for questions regarding the proposal is June 8, 2026. Questions can be directed to chedgeman@bethlehemida.com by e-mail only. Responses to questions and/or addenda determined to be required by staff to further clarify this RFP will be posted to the BIDA website no later than June 12, 2026.

PLEASE TAKE NOTICE THAT THIS RFP IS SUBJECT TO A MUNICIPAL BIDDING LAWS AND PROCEDURES. BIDDERS MAY NOT HAVE ANY CONTACT WITH BIDA STAFF OR BOARD MEMBERS DURING THE BIDDING PROCESS.

5. Evaluation and Consultant Selection

Selection Process

The BIDA will follow the process below to select the consultant for the study:

1. Each proposal submitted within the deadline will be reviewed to ensure whether all required materials have been submitted according to the guidelines set forth in this RFP. All proposals that do not meet minimum requirements may be rejected.
2. Staff will review the submitted RFPs based on predetermined evaluation criteria, as identified later in this Section. The qualifications of each consultant and all submitted materials will be evaluated for compliance with the requirements and conditions contained in this RFP.
3. After staff completes its evaluation of the submitted proposals, it will narrow down the

proposals to a “short list” of consultants selected to take part in an interview process. This interview process will include a brief presentation by the consultant and a question and answer session with staff. All costs related to the interview process will be the responsibility of the consultants being interviewed.

Staff will present the recommended consultant to the BIDA board for approval at the July 22, 2026 BIDA regular meeting.

Evaluation Criteria Project

Team Resumes: 20% Work

examples: 30%

Proposed Methodology and Approach: 25%

Schedule and Completion Date: 5%

Cost Proposal: 20%

Total: 100%

7: Other Terms, Conditions, and General Provisions

7.1 Statement of Limitations

This RFP, all Responses to this RFP, and any relationship between the BIDA and Respondents arising from or connected or related to this RFP, are subject to the specific limitations and representations expressed below, as well as the terms and conditions contained elsewhere in this RFP. By responding to this RFP, Respondents are deemed to accept and agree to the included Statement of Limitations. By submitting a response to this RFP, Respondent acknowledges and accepts the BIDA’s rights as set forth in this RFP, including, without limitation, the Statement of Limitations.

- A. By responding to this RFP, Respondents are deemed to accept and agree to this Statement of Limitations.
- B. All information submitted in response to this RFP, including accompanying documents, is subject to the Freedom of Information Law (FOIL) found in Article 6 of the N.Y. Public Officer Law. FOIL provides that certain records are exempt from disclosure, including those that contain trade secrets, (2) information that, if disclosed, would cause substantial injury to the competitive position of Respondent, or (3) critical infrastructure information. Respondents should identify portions of their Responses and accompanying documents they believe fall under these exemptions by submitting their Responses in both redacted and un-redacted form. Records may be redacted to protect only the portions of documents that fall within a FOIL exemption. An entire document may not be

withheld if only a portion of the document is exempt from disclosure. Along with the redacted version, Respondents may provide a detailed justification for the portions of their Response they believe fall into the exemptions discussed above. Blanket assertions that information is a trade secret, confidential, or proprietary are insufficient to justify withholding information under FOIL. The identified information will be reviewed, and a determination will be made as to whether the information is exempt from disclosure under FOIL. The State's determination may be appealed pursuant to POL §89(5)(c). Please note that if Respondents do not submit a redacted version, their Responses may be released in un-redacted form if requested under FOIL.

- C. The BIDA reserves the right to (a) amend, modify, or withdraw this RFP in its sole discretion; (b) revise any requirements of this RFP; (c) reject any or all Responses received in response to this RFP; (d) make an award under this RFP in whole or in part; (e) require the replacement of a contractor or subcontractor due to delay in performance or failure to perform; (f) disqualify any Respondent whose conduct and/or Response fails to conform to the requirements of this RFP; (g) seek clarifications and revisions of Responses; (h) use Response information obtained through interviews and its investigations of a Respondent's qualifications, experience, ability or financial standing, and any material or information submitted by the Respondent in response to the BIDA's request for clarifying information in the course of evaluation and/or selection under this RFP; (i) prior to the Response selection, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (j) prior to the Response selection, direct Respondents to submit Response modifications addressing subsequent RFP amendments; (k) change any of the scheduled dates; (l) eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Respondents; (m) waive any requirements that are not material; (n) negotiate with the selected Respondent within the scope of the RFP in the best interests of the BIDA; (o) utilize any and all ideas submitted in the Responses received; and (p) 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 Respondent's Response and/or to determine a Respondent's compliance with the requirements of this RFP.
- D. The BIDA may exercise the foregoing rights at any time without notice and without liability to any Respondent or any other party for its expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expense of each Respondent.
- E. The BIDA reserves the right to retain and use all the materials and information, and the ideas, suggestions therein, submitted in response to this RFP (collectively, the "Response Information") for any purpose. Each Respondent must grant an unconditional and perpetual license without charge to the BIDA to use any copyright or other legally protected rights in and to the Response Information. By submitting a Response, each Respondent waives any and all claims against the BIDA relating to the retention or use of the Response Information.
- F. This RFP shall not be construed in any manner to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for

reimbursement of costs for efforts expended in preparing a Response. The BIDA will not be responsible for any costs incurred by Respondents related to preparing and submitting a Response in response to this RFP, attending oral presentations, or for any other associated costs.

- G. To the best of the BIDA's knowledge, the information provided herein is accurate. Respondents should undertake appropriate investigation in preparation of Responses.

7.2 Required Disclosures

Each Respondent shall complete and execute **Exhibit A** to this RFP. In Exhibit A, each Respondent must disclose, if applicable:

- a) Its inability or unwillingness to meet any requirement of this RFP. Specific exceptions or additions should be included as an attachment to Exhibit A;
- b) If it is listed on the State of New York's Debarment List;
- c) If it is ineligible under any applicable law or regulation to be awarded the contracts because of occupational safety and health law violations;
- d) All unresolved and pending arbitrations and litigation matters in which the Respondent or any of its principals (regardless of place of employment) has been involved within the last ten (10) years;
- e) All criminal proceedings in which the Respondent or any of its principals (regardless of place of employment) has ever been the subject; and

7.3 Legal Status

Each Respondent shall submit a Incorporation documents as they pertain to the legal status of the entity with all amendments and a Certificate of Good Standing from the New York State dated within 30 days of the response to this RFP.

7.4 Presumption of Respondent's Full Knowledge

Each Respondent is responsible for having read and understood each document in this RFP and any addenda issued by the BIDA. A Respondent's failure to have reviewed all information that is part of or applicable to this RFP shall in no way relieve it from any aspect of its Response or the obligations related thereto. Each Respondent is further deemed to be familiar with and is required to comply with all federal, state and local statutes, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein. By submitting a Response, each Respondent represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work and executing the contracts necessary to achieve the BIDA's objectives.

7.5 Compliance with Immigration Laws

By submitting a Response, each Respondent confirms that it has complied, and during the term of the contracts and the lease contemplated by this RFP will comply, with the Immigration Reform and Control Act (“IRCA”) and that each person the Respondent employs and/or provides services through under the contracts and the lease will at all times be authorized for employment in the United States of America. Each Respondent confirms that it has properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the contracts and that it will require each subcontractor of the Respondent, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the contracts.

The selected Respondent shall defend, indemnify, and hold harmless the BIDA and its respective employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Indemnified Parties related to or arising from the obligations under IRCA imposed upon the selected Respondent or any of its subcontractors. The selected Respondent shall also be required to pay any and all attorney’s fees and costs incurred by the Indemnified Parties in enforcing any of the selected Respondent’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the contracts and the lease.

7.6 Advertising

The selected Respondent shall not name the BIDA in its advertising, news releases, or promotional efforts without the BIDA’s prior written approval. If it chooses, the selected Respondent may list the BIDA in a statement of references or similar document required as part of its response to a public procurement. The BIDA’s permission to the selected Respondent to do so is not a statement about the quality of the selected Respondent’s work or the BIDA’s endorsement of the selected Respondent.

7.7 Non-Collusion Bidding Certificate

Each Respondent shall submit a completed Non-Collusion Bidding Certificate that is attached as **Exhibit B** to this RFP.

7.8 Iran Divestment Act

Each Respondent shall submit an executed Iran Divestment Act Certification that is attached as **Exhibit C** to this RFP.

7.9 Vendor Responsibility

All Respondents to this RFP must be “responsible,” which in this context means that they must have the requisite financial ability, organizational capacity, and legal authority to carry out its

obligations under this RFP, and in addition must demonstrate that both the Respondent and its principals have and will maintain the level of integrity needed to contract with municipal entities such as the BIDA. Further, the Respondent must show the satisfactory performance of all prior government contracts. Accordingly, all contracts and any other related agreements to be entered into between the BIDA and the selected Respondent, if any, shall include clauses providing that the selected Respondent remain “responsible” throughout the term of such contract(s), that the BIDA may suspend such contract(s) if information is discovered that calls into question the responsibility of the contracting party, and that the BIDA may terminate such contract(s) based on a determination that the contracting party is non-responsible.

7.10 Indemnification

The selected Respondent shall defend, indemnify and save harmless the BIDA, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys’ fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected Respondent, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

By responding to this RFP, all Respondents shall defend, indemnify and save harmless the BIDA and its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys’ fees) arising out of, or in consequence of, such Respondent’s use of any proprietary information in their respective Responses.

Minimum Insurance Requirements:

The selected Respondent will be required to provide the following insurance (at a minimum and to the extent applicable):

1. Commercial General Liability of \$1 million per occurrence and \$2 million in the aggregate;
2. If you are using a vehicle in business, Commercial Automobile insurance with a limit of not less than \$1 million;
3. Must show evidence of Worker’s Compensation & Employer’s Liability insurance at State statutory limits;

The Town of Bethlehem Industrial Development Agency, must be named as an additional insured on a primary and non-contributory basis on all of the following policies: Commercial General Liability and Auto Liability. All policies above should include a waiver of subrogation in favor of Town of Bethlehem Industrial Development Agency and the Town of Bethlehem.

7.11 Non-Discrimination Policy

1. In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination

provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

2. Contractor shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.
3. Contractor shall require any Subcontractor, or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

7.12 Interviews (Optional)

At the BIDA's option, formal interviews may be conducted in-person, over a conference-call, or another mutually agreeable medium to clarify and elaborate on the Finalist Respondent(s) Response(s). If requested, attendance at such an interview is mandatory.

7.13 Section Headings

The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.

7.14 Required Documents

The Response submission must include the following documents completed and executed by the Respondent:

- Exhibit A Initial Disclosure Form;
- Exhibit B Non-Collusion Bidding Certificate;
- Exhibit C Iran Divestment Act Certification; and
- Exhibit D Bidder Hold Harmless Agreement.

EXHIBIT A: INITIAL DISCLOSURE FORM

This form must be signed and returned with response

1. Exceptions to the RFP (Please check one of the following)

_____ This Response does not take exception to any requirement of the RFP, including but not limited to any of the terms of any contracts that are a part of this RFP

_____ This Response does take exception to requirements of the RFP or terms of any contracts contemplated thereby. The specific exceptions are listed in a separate attachment.

2. State Debarment List

Is the Respondent on the State of New York's Debarment List?

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the Respondent or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three -year period preceding the Response (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three -year period preceding the Response ?

_____ Yes (If "yes," attach a sheet fully describing each matter).

_____ No

4. Arbitration/Litigation

Has either the Respondent or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes (If "yes," attach a sheet fully describing each such matter).

_____ No

5. Criminal Proceedings

Has the Respondent or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

_____ Yes If "yes," attach a sheet fully describing each such matter.

_____ No

6. Ethics and Offenses in Public Projects or Contracts

Has the Respondent or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of Responses or bids or the performance of work on public works projects or contracts?

_____ Yes If "yes," attach a sheet fully describing each such matter.

_____ No

NOTE:

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID RESPONSE MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE RESPONSE. SUCH SIGNATURE CONSTITUTES THE RESPONDENT'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Firm Name: _____

Address: _____

Signed By: _____

Title: _____

Date: _____

Telephone #: _____

* The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.

Signature

EXHIBIT B: NON-COLLUSION BIDDING CERTIFICATE

This form must be signed and returned with proposal

The undersigned Respondent acknowledges and agrees that the attached response and offer submitted by Respondent is submitted in connection with the Proposal provided to the BIDA. By submission of this Proposal, each Respondent and each person signing on behalf of any Respondent 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:

The prices set forth within this Proposal 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 Respondent or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor; and

No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not to submit, a Proposal for the purpose of restricting competition.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees that the BIDA may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto as **Exhibit D.**

FIRM NAME _____

ADDRESS _____

SIGNED BY _____ TITLE _____

DATE _____ TELEPHONE # _____

Signature

Subscribed and sworn to before me this ____ day of _____, 2026

Notary Public

EXHIBIT C: IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL§165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied neutral gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made.

Bidder’s Certification of Compliance with Iran Divestment Act

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER’S CERTIFICATION

☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

☐ I am unable to certify that my name and the name of the bidder and proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 2026

SIGNATURE

PRINTED NAME

TITLE

Subscribed and sworn to before me this ____ day of _____, 2026

Notary Public

EXHIBIT D: BIDDER HOLD HARMLESS AGREEMENT

This form must be signed and returned with proposal

_____ (“Bidder”) hereby agrees that it will indemnify and save harmless the BIDA from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the BIDA by reason of any omission or act of the Bidder, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the in defending any suit, including attorneys’ fees. Furthermore, at the option of the BIDA, as the case may be, the Bidder shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

FIRM NAME _____

ADDRESS _____

SIGNED BY _____ TITLE _____

DATE _____ TELEPHONE # _____

Subscribed and sworn to before me this ____ day of _____, 2026

Notary Public