



135 Delaware Avenue, Suite 503, Buffalo, NY 14202

Phone - (716) 882-7661 | Fax - (716) 882-7662

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A not-for-profit
corporation dedicated
to creating programs
that improve the quality
of residential housing
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sustainable projects

Attachment G: Contractor Bid Submittal Form
East Side Commercial District Program

CONTRACTOR BID SUBMITTAL FORM

Date and Time Received: _____ Bid Due Date: **October 20, 2023 at 3:00pm**

Bids are to be submitted by the above date and time to: Stephanie Simeon, Executive

Director, Heart of the City Neighborhoods, Inc.

Email address: s.simeon@hocn.org

Mailing address: Heart of the City Neighborhoods, Inc., 135 Delaware Ave., Suite 503,
Buffalo, NY 14202

Address questions by e-mail to:

Contract-related questions: Stephanie Simeon, Executive Director, Heart of the City
Neighborhoods, Inc., Email: s.simeon@hocn.org

Construction-related questions: LaLuce Mitchell, Project Architect, Foit-Albert Associates,
Email: lmitchell@foit-albert.com

LPA (Soliciting Bids on Behalf of the "Owner"): _Heart of the City Neighborhoods, Inc._

Owner (the "Owner"): _Rajpal Singh_____

Property Address (the "Property"): _2981 Bailey Ave., Buffalo, NY 14215_____

LPA's Phone #: _(716) 882-7661_____ Email: s.simeon@hocn.org_____

Contractor's Name: _____

Name of Contractor's Business (the "Contractor"): _____

Contractor's Phone #: _____ Contractor Email: _____

Contractor Mailing Address: _____

The undersigned Contractor acknowledges that he/she has received the Scope of Work and drawings for this project, and that he/she has carefully reviewed and understands these documents.

The Contractor confirms that he/she has personally inspected the Property referenced above, is aware of all existing conditions and limitations, and that, to the best of his/her knowledge, the Scope of Work and drawings are complementary to the requirements of the work to be performed.

Base Bid:

The Contractor proposes to furnish all the materials and do all of the work described in the work scope and drawings for the above property, according to the terms of this Contract, for the lump sum of _____ (\$_____). This cost shall cover all expenditures necessary to perform the work called for in the work scope and drawings.

Alternates:

In addition to the Base Bid work, the contractor agrees to furnish the necessary materials and perform the additional work indicated as "Alternates" on the drawings, for the lump sum prices given below, if elected for acceptance by the LPA and the Owner:

Alternate #1: Work associated with removal and Replacement of Doors and Frames #101 and #102.

_____ (\$_____).

Alternate #2: Work associated with corner entrance.

_____ (\$_____).

If this bid is selected and executed between the parties, the Contractor agrees to complete the work described herein within 180 days from the date of the Notice to Proceed issued by HOCN unless otherwise approved by HOCN.

Provisions:

1. The Contractor shall start and complete this Agreement within the time period set forth above.
2. This bid, if executed, is the basis for the Contract between the LPA and the Contractor. A sample copy of the agreement is included with this bid form.
3. Prior to acceptance of their bid, the Contractor will be required to provide the following:
 - Three references
 - Proof of City of Buffalo Contractor license
 - Proof of insurances as listed in the sample agreement
 - Statement of planned utilization of minority and/or women-owned businesses (Note: certification is preferred but not required)
 - Statement of planned utilization of local neighborhood-owned businesses and/or local neighborhood labor

4. If requested, following bid acceptance, the Contractor agrees to provide a detailed cost breakdown by the categories of work.

5. The Contractor is prohibited from assigning, in part or in whole, any work or proceeds from said work, acquired through this contract.

CONTRACTOR:

NAME SOC. SEC. # OR FEDERAL TAX ID#

SIGNATURE PHONE #

EPA FIRM CERTIFICATION # DATE

LPA:

I, _____, certify on behalf of the Owner that I accept the above-mentioned Contractor to perform the work outlined in the work write-up for the property located at _____.

LPA'S NAME

SIGNATURE DATE



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Attachment E: Scope of Work Template

EAST SIDE COMMERCIAL DISTRICT PROGRAM: Heart of the City Neighborhoods, Inc.

SCOPE OF WORK SUMMARY

1. Project Address: _____ 2981 Bailey Ave., Buffalo, NY 14215 _____

2. Property Owner Name, Phone Number & Address:

___ Rajpal Singh, c/o City Fashion _____

___ 2981 Bailey Ave., Buffalo, NY 14215 _____

___ (716) 833-4305 _____

3. Completed by LPA: Name, Phone Number & Address:

___ Heart of the City Neighborhoods, Inc. _____

___ 135 Delaware Ave., Suite 503 _____

___ Buffalo, NY 14202 _____

4. Estimated Project Budget:

a. Owner Match Contribution/Source (10%): \$4,000.00

b. LPA Contribution (90%): \$36,000.00

Total Project Budget: \$40,000.00

5. Description of Work (Attach Technical Consultants Full Scope):

See attached drawing set dated October 2, 2023. _____

6. Estimated Number of Working Days to complete work as described above:

___ 90 _____

7. List of Applicable Permits that will be required:

___ City of Buffalo Construction Permits _____

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8. Environmental & State Historical Preservation Office (“SHPO”) Review

a. Attach Completed ESD Review Check List

i. New York State Environmental Quality Review (“SEQR”) required: Yes or No

1. If Yes, is the review completed? Yes or No

2. If Yes, please submit a copy of the SEQR to Johanna Walczyk (Johanna.Walczyk@esd.ny.gov)

ii. State Historical Preservation Office (“SHPO”) consultation required: Yes or No

1. If Yes, is the consultation completed? Yes or No

2. If Yes, please submit a copy of the SHPO consultation to Johanna Walczyk (Johanna.Walczyk@esd.ny.gov)



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Attachment I: LPA & Contractor Agreement with Attachments

EAST SIDE COMMERCIAL DISTRICT PROGRAM

LPA & CONTRACTOR AGREEMENT

This Agreement is made effective as of the ____ day of _____, 20____, by and between Heart of the City Neighborhoods, Inc. (which, for the purpose of this document will be referred to as the “LPA”), with an office at _135 Delaware Ave., Suite 503, Buffalo, NY 14202_, and _____, with an address of _____, hereinafter referred to as the “Contractor”.

WITNESSETH:

WHEREAS, the LPA has entered into a Grant Disbursement Agreement (“GDA”) with Empire State Development (“ESD”) to distribute and administer funds for projects under the East Side Commercial District Program (“Program”) to eligible properties selected in accordance with Program Guidelines (“Guidelines”); and

WHEREAS, the LPA administers the distribution of grant funds to the Contractor, for the project in accordance with all the terms and conditions of its GDA with ESD, and ESD’s applicable rules, regulations, policies and procedures, as amended from time to time; and

WHEREAS, the LPA has accepted the project and committed funds on behalf of the Property Owner (“Owner”) to accomplish this work under Program,

WHEREAS, the Owner owns property located at _2981 Bailey Ave._, Buffalo, New York, hereinafter referred to as the “Property”

WHEREAS, the attached Property Owner ESCDP Participation Consent Form allows work to be performed at the “Property”

WHEREAS, the Owner intends to make repairs on his/her aforementioned property,

WHEREAS, the LPA intends to enter into this LPA & Contractor Agreement (“Agreement”) with the Contractor to complete the Scope of Work on the Owner’s property (“the Project”), subject to the approval and execution of an Agreement with the LPA, and

WHEREAS, the Contractor has the necessary equipment, personnel and expertise to perform the work specified in the attached Scope of Work,

NOW, THEREFORE, the Contractor and the LPA, for the consideration mentioned above, and under the conditions set forth herein, do mutually agree as follows:

1. CONDITION FOR VALIDITY OF AGREEMENT

It is agreed by the LPA and the Contractor that this Agreement is contingent upon, and subject to, the Owner receiving approval for assignment of funds for the Project from the LPA under the guidelines of the ESCDP.

2. WORK DESCRIPTION

The Contractor agrees to perform the repairs as set forth in the written specifications attached hereto and incorporated herein Exhibit B, the Scope of Work.

3. TIME OF PERFORMANCE

The Contractor agrees to begin the work provided for by this Agreement within forty-five (45) working days of receiving a written Notice to Proceed from the LPA. Should an extension to this timeline need to be made, the Contractor shall request approval in writing to the LPA. The Contractor agrees to complete the work based upon the schedule outlined in the attached Exhibit B Scope of Work in accordance with all laws, rules and regulations governing the work.

No work shall commence prior to the Contractor receiving the written Notice to Proceed from the LPA on behalf of the Owner. Following issuance of the Notice to Proceed, each Party to this Agreement shall have three (3) business days to withdraw from this Agreement without penalty. Upon cancellation by either Party, this Agreement shall have no force or effect and neither of the Parties shall have any claim of any nature against each other.

4. Inspection of Work: Unsatisfactory Work.

The Contractor agrees that the LPA, its representative(s) or agent(s), shall at all times have access to the Premises for the purpose of inspecting and reviewing the work. In the event that the Owner or the LPA, its representative(s) or agent(s), shall determine at any time that there exists unsatisfactory work, the LPA, on behalf of the Owner, shall notify the Contractor in writing of the existence of such (sending copies to the LPA and any other interested parties), and the contractor shall correct such work within twenty (20) calendar days after receipt of written notice. In the event that the contractor fails or refuses to complete such corrections in the work within the allotted period of time, the LPA and the Owner shall have the right to cancel this Agreement and, upon such cancellation, shall have no obligation to provide any reimbursement for the work completed.

5. METHOD OF PAYMENT

The LPA acknowledges that he/she/it is required to pay the Contractor directly for 100% of the Project Budget for the Scope of Work specified under this Agreement and attached hereto. The LPA will pay the Contractor for the work completed minus 10% retainage which shall be released upon final completion of the Project as outlined in the Scope of Work, and all project required approvals have been received.

6. CONDITIONS RELATING TO USE OF STATE OF NEW YORK MONIES

The Contractor understands that this Agreement is the result of a New York State financial assistance program, implemented through the Program, and that Program obligates the Contractor to comply with the requirements enumerated below.

7. ANTI-DISCRIMINATION AND EMPLOYMENT PRACTICES

A. General Policy

The City of Buffalo (the "City"), ESD and Heart of the City Neighborhoods, Inc. affirm their policy of Equal Opportunity and their commitment to require all Contractors, Subcontractors, lessors, vendors and suppliers doing business with Heart of the City Neighborhoods, Inc., ESD and the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. The Contractor agrees that it shall comply with all State and Federal Equal Opportunity laws and regulations.

B. Definitions

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

C. Compliance

The Owner and Contractor shall comply with all of the following provisions of this Equal Opportunity Requirement:

- i. The Owner and Contractor shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, or handicap status in the performance of services or programs pursuant to this Agreement.
- ii. The Owner and Contractor agree to make a good faith effort to employ minority group persons and females, and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Owner, Contractor and/or its Subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, or handicap status, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Owner and Contractor agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, creed, national origin, sex, sexual orientation, age, disability, marital status or handicap status.
- iii. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Owner and/or Contractor agree to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Owner, reflecting this non-discrimination policy.
- iv. If the Owner or Contractor is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, or handicap status, by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the LPA, or ESD on account of such cancellation or termination.

- v. The Owner or Contractor shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the LPA, or ESD for goods, work, or services until such time as the Owner or Contractor can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
- vi. The Owner and Contractor shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.
- vii. The Owner and Contractor shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) popularly known as the Fair Housing Act, which provides that is the policy of the United States to provide, within Constitutional limitations, for fair housing throughout the limited States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling unit to any person because of race, color, religion, sex, marital status or national origin.
- viii. The Owner and Contractor shall not subject an individual to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.
- ix. The Owner and Contractor shall not restrict an individual in any way in access to, or in the enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- x. The Owner and Contractor shall not treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement keep or conditions which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.

8. GENERAL LIABILITY INSURANCE

The Contractor shall obtain at his/her own expense, general liability insurance in the amount of at least One Million Dollars, for protection against claims of personal injury, including death, or damage to property, arising out of the Project. The insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. The LPA, Owner and the New York State Urban Development Corporation d/b/a Empire State Development must be listed as additional insureds. The Contractor shall provide the LPA with certificates of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force.

Furthermore, the Contractor shall provide a listing of any and all exclusions under its policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide ESD with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

9. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

This Agreement shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York. The Contractor shall provide proof to the LPA, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability coverage has been secured. In the alternative, Contractor shall provide proof of self-insurance or shall establish that Workers' Compensation and/or Disability Benefits coverage is not required by submitting the current and required New York State Workers' Compensation Board's form.

10. EMPLOYMENT OF LOCAL LABOR

- A. Work to be performed under this Agreement shall provide that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- B. The LPA and Contractor shall include the substance of this Section in every subcontract for work in connection with the project and will take appropriate action upon a finding that the Subcontractor is in violation of this requirement. The LPA and Contractor will not subcontract with any Subcontractor where the LPA or Contractor has notice or knowledge that the latter has been found in violation of this requirement and will not let any subcontracts unless the Subcontractor has first provided a preliminary statement of ability to comply with this requirement.

11. LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential units with assistance provided under this Agreement shall be subject to EPA Lead-Based Paint Regulations at 40 CFR Part 745. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of government funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

12. ANTI-KICKBACK RULES

Salaries of Contractor's employees performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 108; title 18 U.S.C., section 874; and title 40U.S.C., section 276).

The LPA shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by Subcontractors with such regulations and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

13. ARBITRATION

- A. The LPA and Contractor agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in accordance with the Rules of the American Arbitration Association

as administered by a certified arbitration firm. Judgment upon the Award rendered by such Arbitrator(s) may be entered in any Court having jurisdiction thereof.

- B. The Contractor agrees that the LPA may deduct and cancel the amount of any monetary Arbitration Award made in favor of the Owner from the monies, if any, otherwise due and owing the Contractor under this Contract, upon the LPA's written notice to the Contractor. Such deduction and cancellation may be made only after the time period for applying to the courts for vacating or modifying the Award has elapsed without such application being made by either the Owner or Contractor.
- C. The LPA agrees that the Contractor may add the amount of any monetary Arbitration Award made in favor of the Contractor to the monies, if any, otherwise due and owing the Contractor under this Contract, upon the Contractor's written notice to the LPA. Such deduction and cancellation may be made only after the time period for applying to the courts for vacating or modifying the Award has elapsed without such application being made by either the LPA or Contractor.
- D. In the event that Judgment upon the Award has been entered, cancellation of the Judgment shall be effective only if the entering party records a Satisfaction of Judgment in the amount canceled and deducted.

STATEMENT ACKNOWLEDGING LIABILITY FOR WORKMEN'S COMPENSATION CLAIMS IN THE PERFORMANCE OF PROGRAM CONTRACTS

In consideration for the receipt of program funds, I hereby acknowledge my status as an independent Contractor for the performance of all work to be carried out pursuant to this Agreement. I affirm that such work is being undertaken as neither an employee of the LPA or, of the Owner. I agree to indemnify and hold harmless the LPA, ESD and the Owner from all claims resulting from personal injuries incurred in the performance of work under the terms of such contract, whether claimed on behalf of myself, my employees, a Subcontractor, or employees of such Contractor; and regardless of whether such claims are in the nature of payments pursuant to the Workman's Compensation Law of the State of New York or personal injury actions alleging damages.

14. EXHIBITS

The following attachments are hereby incorporated into this agreement and the Contractor shall adhere to the provisions contained therein.

- Exhibit A: Contractor Bid Submittal Form (ESCDP Guidelines: Attachment G)
- Exhibit B: Scope of Work (ESCDP Guidelines: Attachment E)
- Exhibit C: Anti-Bribery Certification
- Exhibit D: Property Owner ESCDP Participation Consent Form

Company Owner: _____

Company Name: _____

Company Address: _____

IN WITNESS WHEREOF, the LPA and the Contractor have executed this Agreement on the date first written above.

LPA: _____
Signature Date

Printed Name Title

Contractor: _____
Signature Date

Printed Name Title

STATE OF NEW YORK }
COUNTY OF ERIE } SS:
CITY OF BUFFALO }

On this ____ day of _____, 20____, before me subscriber personally appeared _____ me known and known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public/Commissioner of Deeds

EAST SIDE COMMERCIAL DISTRICT PROGRAM

EXHIBIT: ANTI-BRIBERY CERTIFICATION

The undersigned on behalf of _____ (the "Company"), in connection with the proposed payment of Grant Utilization Request Form #_____, dated _____, pursuant to a Grant Disbursement Agreement between the ESD and _____ (the "Grantee") dated _____ (the "Agreement"), identified herein, hereby confirms, based on my knowledge, under the penalties of perjury, the following:

Confirmation of Lack of Bribery

In connection with the Agreement and Invoices under which it has requested payment in the cumulative amount of \$ _____ as detailed in GURF # _____ (the "Requisition") neither the Company, nor any employee, owner, consultant and/or agent of the Company and/or any other person or entity on behalf and/or for the benefit of the Company has: (i) conferred, accepted, or offered or agreed to confer or accept any benefit upon or as a public servant upon an agreement or understanding that such public servant's vote, opinion, judgment, action, decision or exercise of discretion as a public servant would be thereby be influenced; and/or (ii) conferred, accepted or offered or agreed to confer or accept, any benefit as or upon any employee, agent, or fiduciary without the consent of his or her employer or principal, with intent to influence the employee's conduct or be influenced in relation to his or her employer's affairs; and/or (iii) offered, given, solicited, or received any item of value as a means of influencing the actions of an official or individual holding a public or legal duty; and/or (iv) offered, given, solicited or received a bribe of any kind.

Confirmation of Lack of Collusion

In connection with the Agreement and Invoices under which it has requested payment for operational costs in the cumulative amount of \$ _____ as detailed in the Requisition: (i) the prices for the construction, equipment, goods and/or services for which the Company seeks payment under the Requisition, were arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder for such equipment, goods and services; and/or (ii) no attempt was made to induce any firm or person to refrain from seeking to perform or provide such equipment, goods and services; and/or (iii) no attempt was made to induce any firm or person to submit a price higher than the prices invoiced to the

Company, or to submit any intentionally high or noncompetitive price or other form of complementary price.

Confirmation of Fair Pricing

In connection with the Agreement and Invoices under which it has requested payment in the cumulative amount of \$ _____ as detailed the Requisition: (i) the prices being charged to the Company under the Invoices for such prices for the construction, equipment, goods and/or services are commercially fair and reasonable and were determined in good faith by the Company; (ii) the Company is not sharing and/or paying any portion of the amount received in payment of the Invoices: (a) with any public servant, public official and/ or any person or entity on behalf of any public servant and/or public

official; and/or (b) to any person or entity who has not provided actual services and/or goods to the Company in connection with such Invoices, unless such person or entity has provided actual services and/or goods to the Company in connection with such Invoices and the amount being paid to such person or entity is an amount equal to the fair value of the actual acquisition, goods or services, goods provided by such person or entity to the Company in connection with such Invoices.

This Certification is given under oath, recognizing that the penalties of perjury attach for any false or materially misleading statement contained herein and understanding that this Certification will be offered for filing with agencies of the State of New York. The person making this Certification is the Chief Executive Officer, President and/or Managing Member of the Company and is authorized to execute the Certification and bind the Company.

By: _____
[Name]

Title: _____

Company Name: _____

Dated: _____

SAMPLE