

Columbia County
REQUEST FOR PROPOSAL (RFP) - #25-003
School Bus Stop-Arm Enforcement Solution



Prepared By: Columbia County Central Services
401 State Street, Hudson, NY 12534
Phone: 518-828-2031
marissa.hogencamp@columbiacountyny.com
Date: January 14, 2025

**LEGAL NOTICE
COUNTY OF COLUMBIA
NOTICE TO VENDORS**

PLEASE TAKE NOTICE that sealed proposals will be received for the

School Bus Stop-Arm Enforcement Solution

at the office of Columbia County Central Services, 401 State St., Hudson, New York 12534 until **2:00 P.M., Friday, February 7, 2025**. Proposals shall be contained in a sealed envelope, clearly marked “**School Bus Stop-Arm Enforcement Solution**”. Proposals will be publicly opened and read at the Columbia County Office Building, Committee Room, 401 State Street, Hudson, New York, at 2:15 P.M., Friday, February 7, 2025.

RFP packages can be obtained by any bidder at the Columbia County Department of Central Services, 401 State Street, Hudson, New York, or by emailing marissa.hogencamp@columbiacountyny.com, and shall be prepared in accordance with the forms contained in the RFP package.

No proposal may be withdrawn for a period of forty-five (45) days from the date of the opening. The County of Columbia reserves the right to reject any and all proposals.

RFP #: 25-003

Dated: January 14, 2025

GENERAL

1. The date, time and place of bid opening will be given in the Notice to Vendors.
2. All bids must be submitted in accordance with instructions provided in the bid package.
3. All bids received after the time stated in the Notice to Vendors will **NOT** be considered. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Columbia County.
4. **All information required by the Notice to Vendors, Instructions to Bidders, Specifications, etc., must be given to constitute a bid. Incomplete bids will be rejected.**
5. Vendors are limited to 1 (one) bid. Prices and information required must be legible. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.
6. Purchases by the County of Columbia for its use are not subject to any sales, use or federal excise taxes, and exemption certificates will be executed upon request.
7. Price shall be net and shall include delivery (no fuel surcharges) of the material or item to the locations specified regardless of order size (no minimum order requirement). All transportation and delivery charges will be prepaid by the successful bidder to the point of delivery.
8. The County of Columbia reserves the right to waive any formalities or reject any and all bids, or to accept any bid which it deems in the best interest of the County of Columbia.
9. Award of the contract shall be made according to law as soon as practicable after the public opening of bids. No bidder may withdraw a bid for a period of forty-five (45) days from the date of the bid opening.
10. All addenda issued subsequent to the original issuance of the bid shall become a part of the total bid document.
11. The Bidder's Certification of Compliance with Iran Divestment Act, pursuant to Section 103-g of the General Municipal Law, must accompany each bid.
12. The Non-Collusive Bidding Certificate as required by Chapter 956 of the Laws of New York State, pursuant to Section 103-d of the General Municipal Law, must accompany each bid.

PROJECT SCOPE AND SPECIFICATIONS

1.0 INTRODUCTION

The County of Columbia, New York is currently soliciting competitive proposals for the purpose of selecting a qualified vendor to install and operate school bus photo violation monitoring systems on school buses operated for School Districts within Columbia County. The County intends to enter into an MOU with any school district within the County to facilitate participation in a School Bus Monitoring System that will impose monetary liability on owners of vehicles for failure of the operators thereof to comply with section 1174 of the New York State Vehicle and Traffic Law when meeting a school bus marked and equipped as provided in subdivisions 20 and 21-c of section 375 of the New York State Vehicle and Traffic Law in Columbia County. There are 6 school districts that operate in Columbia County.

2.0 SCOPE OF WORK

2.1 OVERVIEW

The Vendor must provide all hardware, software, licensing, integration, support and maintenance for a comprehensive school bus stop arm camera solution. Any solution proposed must be a complete solution, with everything specified to make it work. The Vendor must describe in detail, all the hardware and software proposed, the function for each and how they integrate. Diagram(s) of the components must be included to show a visual representation of the system as well as clearly identify if the components are self-contained in the system or will leverage any external components. The solution should not require any manipulation or intervention by County or School District resources. The Vendor shall carry insurance on all system components that covers theft, vandalism, and damage from accidents. The Vendor shall process violations including the printing and mailing of citations as well as the generation of evidence packages and shall provide access to generated reports of violation counts including those required to be issued to the State or any official thereof as a result of the all applicable State and/or Local Law.

2.2 APPROACH

The Vendor must install the camera system on all of the regular school bus fleet in each participating district. The County reserves the right to request that additional cameras be installed on buses. School districts and the vendor will determine which buses will have cameras installed on them as well as determine if cameras need to be removed from one bus and placed on another. Cameras will be placed on buses operating on standard education routes only. Cameras should monitor multiple lanes of bi-directional traffic.

2.3 SYSTEM REQUIREMENTS

The proposed solution must be solely based on the most current manufacturer hardware and software releases. It must be commercially available at the time of the RFP

submission due date. The proposed solution must provide detailed analytics and data analytics. Reports should be submitted in an electronic format to Columbia County monthly by the 15th of each month. Reports should include but are not limited to violations, collections, and distributions to be made. It must include an archival and retention/retrieval strategy. The proposed solution must also be vendor hosted.

2.4 PROJECT PLAN

The core system must be installed in a timely manner. Any work performed on sites where students are located must be coordinated with the School District and must not impact student movement or teaching and learning within the school. A project schedule must be provided outlining all the milestones required to complete the project.

2.5 TRAINING

Respondents must include a training plan and training resources. End users are designated School District Transportation staff and Columbia County Representatives.

2.6 SUPPORT

Respondents must be able to provide support for the entire solution proposed and must list the available support levels/options for hardware and software support. Details of the support options must include call windows, response times, and escalation procedures.

2.7 TICKET/CITATION ISSUANCE

Vendor shall provide an automated web-based citation processing system including image processing and print and mail services for the issuance of citations in compliance with Section 1174-a of the New York State Vehicle and Traffic Law. Each citation notice or notice of violation shall be mailed to the owner within the statutory period and be compliant with all state and federal guidelines.

2.8 VIOLATION PROCESSING

The awarded vendor will process violations of the school bus stop arm and provide digital images and video of the violations, including a close-up digital image of offending vehicle's license plate, in a secure web-based application for review.

2.9 PAYMENT PROCESSING/COLLECTION PROCEDURES

The awarded vendor will establish a dedicated demand deposit account for receipt of violations payments. Revenue will be transferred each month from the account to the Columbia County Treasurer.

2.10 COMMUNITY AWARENESS/MARKETING/EDUCATION

Vendor will assist Columbia County in developing a plan to increase public awareness of the school bus zone photo enforcement system.

3.0 OWNERSHIP OF WORK PRODUCT

All work products including digital forms produced or created by the proposer as a result of or related to the performance of work or services under this RFP will be the property of Columbia County. The vendor may not prepare or disseminate any studies, paper or written, audio or video materials about this program without the participation and written permission of the Columbia County Board of Supervisors.

4.0 TECHNICAL PROPOSAL REQUIREMENTS

Please submit a Technical Proposal that completely addresses all of the requirements described in these specifications, as well as the information listed below. Failure to include the items as specified may result in disqualification:

4.1 Statement of Name, Location, Form of Business Ownership and Officers/Principals – Please provide legal name of business, location of incorporation, address used for legal process, address of office providing services (if different), and form of business (corporation, professional corporation, partnership, etc.). If a partnership, please list partners' names and percentage of ownership of each partner. If the business is any form of a privately held corporation, list individual shareholders that control more than a 10% of the outstanding shares. State the names and titles of all officers and/or principals of the business.

4.2 Statement of business ability to legally provide professional services in New York State.

4.3 Proposed Consulting Staff Qualifications and Individual Experience – The proposed project organization and key staffing for the project shall be presented in the RFP. Key individuals must be presented by name and summaries of these specified individuals qualifications should reflect experience with similar efforts noted as the anticipated scope of services in this solicitation.

4.4 Firm's experience in the last five (5) years related to the anticipated Scope of Services. The submittal shall include examples of the firm's related projects within the last five (5) years that demonstrate ability to provide services for this project. It shall include a description of the project, the services provided, the duration of the project and the contract value.

4.5 Project Specific References – Five (5) customer references including organization, contact information, project name and contract value shall be included in the submission of this RFP.

4.6 Company Qualifications and Experience - Provide a brief history of the responding company including the number of years in business providing school bus zone enforcement systems. Provide a list of names and responsibilities of staff to be expected to be assigned to this project. Describe your past experience working with local law enforcement agencies on violation processing, ticketing, payment processing and collections. Provide three (3) references from K-12 school districts for which your company is currently providing a school bus zone enforcement system and services similar to the specifications of this RFP. The following information should be provided for each reference:

- Name and address of organization
- Name and title of primary contact
- Primary contacts contact information (phone number, email address, etc.)
- Description of services provided including dates, total number of buses equipped with cameras, and total number of cameras on each bus

4.7 Methodology/Operations – Provide detailed overviews, diagrams, and explanations regarding the following:

1. System Operations:

- Violation processing including detection, accuracy, and photo/video evidence
- Ticketing/Citation processing
- Evidence packages and court support including sample screen shots
- Payment processing including options on how payments may be made
- Collection processing
- A process flow chart of your system from violation through payment of any fines
- Detailed description of all of the hardware and software proposed, the function for each, and how they integrate
- Diagram(s) of the components for a visual representation of the system
- Identify if the components are self-contained in the system or will leverage any external components
- Your firms policies and procedures on handling multi-jurisdictional issues that arise from the services described in these specifications

2. Implementation Plan:

- Timelines and resources that will be assigned to the project
- The suggested number of buses to be included in the initial rollout

3. Equipment:

- Descriptions and specifications of all equipment that will be included in the proposed system
- Describe your process to determine which buses should have cameras installed on them and the number of cameras that will be installed on each bus

4. Software:

- Descriptions of all software that will be included in the proposed system

5. Reporting Capabilities:
 - Describe the reporting capabilities of your system
 - Provide a list and description of the reports that will be available to Columbia County
 - Provide samples of the reports that will be available to Columbia County
 - Describe the availability of date and reports and how Columbia County will access them
6. Training:
 - Describe the training that will be provided to Columbia County
7. Service/Support:
 - Describe the support available to Columbia County on this project
 - Do you have a representative within Columbia County that will service equipment?
 - If Yes, please provide name and contact information
 - If No, indicate how and the timeframe in which the proposed equipment will be serviced
 - Describe how the support is offered, directly from the manufacturer, or through resellers
 - Describe if and how remote support may be available
8. Other Responsibilities:
 - Describe all responsibilities Columbia County will have for the proposed system
 - Describe all responsibilities any third parties will have for the proposed system
9. Community Awareness:
 - Describe how you will work with Columbia County to develop community awareness for this project

4.8 Sample Standard Contract Agreement – The submittal must include a copy of the Proposers Standard Contract Agreement for the services being proposed to be reviewed by Columbia County. After award is made, adjustments to the Sample Standard Contract Agreement may be required by the Columbia County Attorney.

4.9. Revenue Sharing Proposal – Provide the percentage of Program Revenue to be received by Columbia County

5.0 Cost Proposal Requirements – Provide a comprehensive cost proposal for a turn-key solution to be provided to Columbia County in Section V. The Proposers submission shall clearly state the products, services, and specifications as described in this RFP that are being proposed to be provided to the County.

6.0 Evaluation Process – Proposals will be evaluated by a review committee. The review committee shall review and evaluate each of the proposals using the criteria described below in the section entitled “Evaluation Criteria”. Each reviewer will rank each proposal according to the Criteria. The reviewers will then convene to review and discuss these evaluations. The County of Columbia reserves the right to seek clarification of information submitted in response to this

RFP, request additional information and/or request interviews or presentations during the evaluation process. The County of Columbia reserves the right to reject any or all proposals or parts of proposals.

7.0 Alternatives – Proposers may include in their RFP response items not specified in these specifications, which it would consider relevant to the services to be provided under the proposed contract. All such alternatives must be listed separately from the Proposal and the fees and/or costs associated therewith must be separately stated and itemized.

8.0 Participation by Political Subdivisions - The successful bidder shall upon order by a political subdivision, fire district or district in such political subdivision, located in whole or in part within Columbia County, provide the goods or services bid upon to such upon the same terms and conditions as such bidder supplies same to Columbia County. The successful bidder shall be paid by each purchaser; and Columbia County shall not be liable to the successful bidder for any such purchases made pursuant to this paragraph. The County of Columbia shall not be liable to any purchaser for non-performance of this Agreement in any manner and for any reason.

QUESTIONS

Questions regarding this RFP must be provided in writing to Marissa Hogencamp by emailing marissa.hogencamp@columbiacountyny.com no later than 4:00 pm on Friday, January 24, 2025. All questions will be answered in writing, via email, to all vendors originally and subsequently provided with a copy of the RFP. All questions must make specific reference to the section(s) from this RFP where applicable. Only answers issued in writing will be binding. Oral interpretations or clarifications will be without legal effect.

The County reserves the right to amend the RFP based on questions and issues raised at any time prior to the RFP submission deadline.

PROPOSAL RESPONSE FORMAT AND SUBMISSION

All Proposals must include:

- **Section I:** **Executive Summary**
- **Section II:** **Detailed Response**
- **Section III:** **Value-Added Considerations**
- **Section IV:** **Protected Information (If Any)**
- **Section V:** **Cost Proposal**
- **Section VI:** **Exceptions to the RFP Terms & Conditions**
- **Required Forms:** **Signed & Fully Executed**

1. **Executive Summary** - The one- or two-page executive summary is to briefly describe the offeror’s proposal and acceptance of all of the detailed RFP terms and conditions as outlined within these documents. This summary should highlight the proposers’ experience and qualifications. It must indicate any requirements that cannot be met by the offeror and the evaluation committee should be able to determine the essence of the

proposal by reading the executive summary. This summary must be signed and dated by an authorized individual.

2. **Detailed Response** – This section should constitute the major portion of the proposal and must contain at the least the following information:
 - a. A fully prepared response to the RFP requirements and a narrative of the offeror’s ability to perform
 - b. Past and present performance for references
3. **Value-Added Considerations** – Offeror may include any relevant services or products that will or could be provided to the county which may not be specifically requested in this RFP, but which enhance the Offeror’s proposal.
4. **Protected Information** – All protected information must be included in this section of the proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in this proposal response directing the reader to the specific area of this Protected Information section.
5. **Cost Proposal** – Cost will be evaluated independently from the technical proposal.
6. **Exceptions to Terms and Conditions** – Exceptions to the RFP Terms and Conditions, and/or the Standard Terms and Conditions for Columbia County Contracts must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered.
7. **Required Forms** – All forms requiring signatures

All Proposals must include an original and one (1) copy and one (1) USB Flash Drive in PDF format submitted to:

**Columbia County Central Services
County Office Building
401 State Street
Hudson, NY 12534**

PROPOSAL EVALUATION CRITERIA

An Evaluation Committee will evaluate proposals against the following weighted criteria. Each area of the below evaluation criteria must be addressed in detail in the submitted proposal.

EVALUATION CRITERIA

20 Points	Compliance with requirements as outlined in these specifications
10 Points	Qualifications & Relative Experience
10 Points	Ease of Availability to Columbia County
10 Points	References
10 Points	Ability to meet the intent of the program
40 Points	Revenue Share/Cost

Responsible Bidder – Award will be made only to “responsible” offerors possessing the ability, experience, willingness, and integrity to perform successfully under the terms and conditions of

the contract. After receiving bids and before making contract award, information may be requested from the bidder to discuss and assist in determining responsibility.

ORAL PRESENTATIONS

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the County. However, the County may award a contract based on the initial proposals received without discussion with the/any Offeror. If oral presentations are deemed to be required, they will be scheduled after the submission of Proposals. Oral presentations will be made at the offerors' expense. The County is not required to provide the opportunity for oral presentations to all offerors that submitted a proposal.

AWARD

Final award shall be made by the Columbia County Board of Supervisors to the offeror whose proposal is the most advantageous to the County taking into consideration the evaluation factors set forth in this request for proposals.

Failure on the part of the successful bidder to comply with all the terms of the Contract and Specifications as set forth herein may result in disqualification of the bidder from future bidding, and/or termination of the Contract.

PROTEST PROCEDURE

Any Contractor who makes a claim that Columbia County violated general law concerning this procurement and subsequent award may file a protest with the Columbia County Attorney. Protests must be filed in writing within five (5) days following the day the Award Letter is provided to the unsuccessful Contractor/s. The County Attorney shall issue a written determination no later than seven (7) days after receipt of a written protest. The decision of the County Attorney shall be considered final.

EXCEPTIONS

Unless explicitly stated in the RFP response, the County shall assume that all responses are in full compliance with all specifications, without exception. All items in the RFP response that are not in full compliance or that vary from any of the specifications shall be clearly defined as exceptions in Section VI. Specific reference to the relevant section(s) in the specifications and the precise nature of the variance or non-compliance shall be clearly stated in the RFP response.

The County reserves the right to accept any and/or all/none of the exceptions(s) substitution(s) deemed to be in the best interest of the County.

Non-compliance or variance with any items in the specifications shall not necessarily result in rejection of a bid.

CONTRACT

The Contract shall bind the successful bidder on his part to furnish, deliver, and maintain operation at the cost and in accordance with the conditions of their proposal. A Sample Standard Contract Agreement is to be furnished with the proposal for review by the Columbia County Attorney's Office.

NOTICE: It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without consent of Columbia County.

CONTRACT PERIOD

The Contract period will be for three (3) years with an option for two (2) one-year extensions, commencing on the date the contract is signed by both parties.

The County shall have the option to renew its contract with the successful Contractor subject to negotiation and agreement between both parties. If the Contractor wishes not to renew the contract or wishes to negotiate any contract terms it shall submit in writing their intention no later than ninety (90) days before the end of the contact period.

TERMINATION

- (a) ***Without Cause.*** The County may terminate this Contract upon thirty (30) days' prior written notice to the Contractor of its intent to terminate without cause.
- (b) ***With Cause.*** The County may terminate this Contract effective immediately, with subsequent written notice to be given to the Contractor of termination with cause.

NEW YORK LAW AND VENUE

The contract/agreement resulting from this Bid shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract/agreement shall be brought in the Supreme Court of New York, Columbia County.

In addition, all County contractors not incorporated in the State of New York shall produce a Certificate to Do Business in the State of New York from the New York Secretary of State prior to executing their contract with the County.

INSURANCE REQUIREMENTS

The successful company must furnish the County with Certificates of Insurance prior to commencement of work. The required coverage shall not be less than the following:

- Workers Compensation Statutory Requirements

- New York State Disability Coverage Statutory Requirements
- Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence, subject to a \$2,000,000.00 annual aggregate. Coverage shall include bodily injury, property damage, personal injury, and blanket contractual liability.
- Automobile Liability insurance with minimum limits of \$1,000,000.00 each accident. Coverage shall provide for any vicarious liability of the County of Columbia and be applicable to all owned, non-owned, hired, borrowed, or temporarily used vehicles by the Contractor.

Insurance certificates shall name the County of Columbia as additional insured party.

FREEDOM OF INFORMATION LAW (FOIL)

New York State's Freedom of Information Law (generally referred to as "FOIL") entitles the public to access state and local government records. Any member of the public can request a government agency's records. Additionally, the Freedom of Information Law defines a record to be any information kept, held, filed, produced or reproduced by, with, **or for** an agency or the state legislature, in any physical form whatsoever. Under the law, all records are accessible, except records or portions of records that fall within one of nine categories of deniable records as stated in §87(2) of the Public Officer's Law.

FALSE CLAIMS AND WHISTLEBLOWER PROTECTIONS POLICY

COLUMBIA COUNTY (sometimes referred to as "Columbia County" or "the Columbia County") is committed to prompt, complete, and accurate billing of all services provided to service recipients. COLUMBIA COUNTY and its employees, interns and contractors shall not make or submit any false or misleading entries on any claim forms. No employee or contractor shall engage in any arrangement or participate in such arrangement at the direction of another person, including any supervisor or manager that results in the submission of a false or misleading entry on claims forms or documentation of services that result in the submission of a false claim.

This policy applies to all Board members, all employees including the Chairman of the Board, members of the Board of Supervisors, Department Heads, Managers, Supervisors and Contractors.

TITLE VI

Title VI of the Civil Rights Act of 1964 and related statutes and regulations, as amended, require that no person in the United State shall, on the grounds of race, color, sex, national origin, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives Federal financial assistance.

CONTRACTOR'S ASSURANCE OF EQUAL EMPLOYMENT OPPORTUNITY

The undersigned Contractor has received a copy of the County of Columbia's Equal Employment Opportunity Statement. The undersigned assures Columbia County that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color national origin, sex, disability, marital status and other non-merit factors. The undersigned understands and agrees that the contract understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the undersigned for future contracts with the County. The undersigned certifies to the County of Columbia that there is no pending or outstanding decision, ruling or order against it finding the undersigned in violation of the laws against discrimination.

STATEMENT OF NON-COLLUSION

By submission of this proposal, each Vendor and each person signing on behalf of any Vendor, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communications oral agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor; and
- 3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where subsections 1, 2, and 3 of this statement have not been complied with. Provided however that if in any case the bidder(s) cannot make the forgoing statement, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

FIRM

BY

PRINTED NAME

DATE

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR COLUMBIA COUNTY, NY
CONTRACTORS

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, including the County, 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 natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural 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 of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder 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. The County of Columbia may award a bid to a bidder who cannot make the certification on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran:
or
- (2) The County makes a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

BIDDER’S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County 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/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: _____, 20__

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this

_____ day of _____, 20__

Notary Public

The undersigned, being experienced and responsible for the performance of same, agrees to furnish and deliver to Columbia County at the location(s) specified herein, the following described item(s), material(s), or service(s) in accordance with the attached contract documents and Bid Specifications and described in Detail below (attach additional materials to Proposal, if necessary):

Proposal: School Bus Stop-Arm Enforcement Solution

CONTACT PERSON

PERSON, FIRM, OR CORP.

TELEPHONE

EMAIL ADDRESS

ADDRESS

AUTHORIZED SIGNATURE

ADDENDA PAGE

The bidder acknowledges receipt of the following addenda to the Documents (*provide number and date of each*):

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Failure to acknowledge receipt of all amendments may cause the bid to be considered not responsive, which would require rejection of the bid.