Troy Community Land Bank - Scope of Work:

Window Replacement and Exterior Woodwork

Project Address: 566 2nd Avenue, Troy, New York
Owner: Troy Community Land Bank – **Proposals due 11/20/2026 – completion by 5/1/2026**

566 2nd Avenue, Troy, NY

1. Remove and dispose of 53 existing windows.
2. Field-measure, furnish, and install 53 new energy-efficient replacement windows, including screens and hardware.
3. Properly insulate, flash, caulk, and weatherproof all window openings.
4. Repair or replace deteriorated exterior woodwork surrounding windows, including sills, casings, decorative columns, moldings, and trim. Match existing architectural details.
5. Scrape, prepare, prime, and apply two coats of exterior paint to all affected woodwork, matching existing colors.
6. Protect existing masonry and surrounding surfaces. Follow applicable lead-safe work requirements.
7. Include all labor, materials, equipment, scaffolding, permits, cleanup, and disposal.
8. Provide window specifications for approval before ordering and a one-year workmanship warranty.

Pricing: Provide an itemized price for window replacement and exterior woodwork restoration, including painting. Identify unit pricing for unforeseen concealed wood repairs.

All work shall be completed in accordance with applicable codes and manufacturer requirements. Additional work requires prior written approval from the Troy Community Land Bank

THE TROY COMMUNITY LAND BANK
October 28, 2026

566 Second Avenue

TROY COMMUNITY LAND BANK
871 River Street
Troy, New York 12180

INTRODUCTION

The Troy Community Land Bank ('TCLB' or 'The Land Bank') is seeking bids for Window Replacement and woodwork at 566 Second Avenue in Troy, New York.

I. SCOPE OF WORK

The Troy Community Land Bank has prepared a scope of work for 566 Second Avenue in Troy, NY.

The objective of this project is to PROVIDE AND INSTALL DRYWALL

A. GENERAL SCOPE OF WORK FOR ALL BUILDINGS*

**(In addition to / supported by the Owner-Contractor Agreement for a Fixed Contract Sum.)*

The term "Contractor" is to be understood to mean the Contractor submitting this particular bid proposal.

1. All General Conditions items necessary for this work:
   a. Daily clean-up of work areas and break areas as well as final cleanup.
   b. Full-time supervision, on-site, by the primary Contractor.
   c. All invoices to be submitted on AIA invoice forms.
2. Progress meetings will be held as needed to review the project progress to date, to outline and coordinate upcoming work, to discuss project safety, quality and any "problem areas", and to address any other matters affecting the project.

   a. Contractor is responsible for all work staging access, scaffolding, lifts, temporary scaffolding, shoring, supports, guys, braces, etc.

   b. Contractor is to furnish and install any necessary temporary coverings to protect work and all existing facilities and property, including dust protection as necessary unless otherwise indicated in the specific scope of work. Contractor shall return work areas to the same condition it was found at the beginning of the project.

   c. Contractor shall execute the work by means of workmanship that meets or exceeds industry standards. Any work that is found to be out of compliance with this requirement and/or the project specifications shall be repaired or removed and replaced as directed by The Project Manager at no additional cost.

d. Contractor is responsible for all cutting and patching required for installation of scope of work.

e. Contractor to provide all Project close-out documentation at the time of Project Substantial Completion, identified in the Owner-Contractor Fixed Price Contract.

B. SPECIFIC SCOPE OF WORK FOR EACH BUILDING

This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, scaffolding, ladders, hoisting, transportation, permits, engineering, support functions, insurance, and any other items or services necessary the proper execution and completion of the work, whether temporary or permanent, in accordance with all bid package items and other related documents as indicated herein. The project scope includes but is not limited to the following:

The Properties

Individual Scope-of-work packets have been established and are included as attachments herewith. A Brief summary is as follows:

St. #	Street	Hgt/type	Notes
566	2nd Avenue	3 story Brick	1. SEE ATTACHED SCOPE OF WORK-Window replacement

II. PAYMENTS & INVOICING

Invoices will be submitted to the Troy Community land bank, ATTN: Brad Lewis, 871 River Street, Troy NY 12180.

III. PROPOSAL SUBMISSION

A. Interested firms must respond to this RFP in order to be considered.

B. Contract Dates
Issue RFP Wednesday October 28, 2026
Site Visitation (Mandatory) November 5, 11:00am
Questions to TCLB. Monday November 9, 2026
Proposal due Date Friday November 20, 2026 8:00 a.m.
Award Date Thursday December 17, 2026
Begin Project Immediately
Project Completion Prior to May 1, 2027
Method of Proposal Submission.

1. Proposals shall be submitted on the forms provided herein, properly executed and with all items filled out. No changes can be made to the wording of the Bid Form. Unauthorized conditions, limitations or provisions attached to the proposal shall be cause for rejection of the bid proposal.
2. Proposals can be submitted electronically via the Bid Form to paul.donnelly@troycommunitylandbank.org on or before November 20th, 8:00AM
3. Proposals can be Mailed or hand delivered to Troy Community Land Bank. 871 River Street, Troy NY on or before November 20th, 8:00AM
4. Late proposals will not be accepted or considered.
5. Fax proposals will not be accepted.

B. TCLB reserves the right to reject any or all bids, to waive any informalities in the bids. TCLB reserves the right to award the buildings to different contractors if it is determined to be in their best interest to do so.

C. Proposal material will be treated as proprietary and become the property of TCLB. TCLB reserves the right to accept or reject any and all proposals, or separable portion of offers, and waive technicalities, irregularities and omissions if it is in the best interest of the Land Bank..

D. Proposals must remain firm and effective for 90 days from the date they are received by TCLB.

E. All costs associated with the preparation of the proposal are the responsibility of the bidder.

IV. REQUIRED DISCLOSURES

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

1. Its inability or unwillingness to meet any requirement of this RFP. Specific exceptions or additions should be included as an attachment to the Exhibit.
2. If it is listed on the State of New York's Debarment List;
3. If it is ineligible under any applicable law or regulation to be awarded the contracts because of occupational safety and health law violations;
4. 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;
5. All criminal proceedings in which the Respondent or any of its principals (regardless of place of employment) has ever been the subject; and
6. Each instance in which it or any of its principals (regardless of place of employment) has 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 Proposals or bids or the performance of work on public works projects or contracts. A Respondent's acceptability based on these disclosures lies solely in ACDA/ACLB's discretion.

B. LEGAL STATUS

Each Respondent shall submit a completed Legal Status Form that is attached as **Exhibit B** to this RFP. If a Respondent is a corporation, limited liability company or other business entity that is required to register with the New York Secretary of State's Office, it must have a current registration on file with that office and be in good standing in its jurisdiction of incorporation. TCLB may, in its sole discretion, request acceptable evidence of any Respondent's legal status. TCLB further reserves the right to require indemnifications and guaranties within the contracts and lease from principals and/or parent companies of the provider.

C. 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 TCLB. 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 Proposal 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 statues, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein. By submitting a Proposal, 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 TCLB objectives.

D. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a Proposal, 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 TCLB 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.

E. ADVERTISING

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

F. NON-COLLUSION BIDDING CERTIFICATE

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

G. IRAN DIVESTMENT ACT

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

H. 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 New York State entities such as TCLB. Further, the Respondent must show satisfactory performance of all prior government contracts. Accordingly, all contracts and any other related agreements to be entered into between TCLB and the selected Respondent, if any, shall include clauses providing that the

selected Respondent remain "responsible" throughout the term of such contract(s), that TCLB may suspend such contract(s) if information is discovered that calls into question the responsibility of the contracting party, and that TCLB may terminate such contract(s) based on a determination that the contracting party is non- responsible.

I. INDEMNIFICATION

The selected Respondent shall defend, indemnify and save harmless TCLB, 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 TCLB 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 Proposals.

J. AFFIRMATIVE ACTION

As required by Executive Law § 312, and in compliance with TCLB's procurement policy, any contractor awarded a procurement contract in excess of $25,000 for services rendered to TCLB must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts (none of hereby authorized) to MBEs and WBEs and to utilize minority and labor in the performance of any agreement that is awarded to the contractor. Specifically, any contractor awarded a contract in excess of $25,000 dollars will be expected to abide by the following provisions:

A. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to

furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

C. The contractor shall state, in all RFPs or advertisements for employees, that, in the performance of the MWBE Threshold Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status

K. NON-DISCRIMINATION POLICY

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.
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.

A. 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.

B. 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.

L. 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.

M. REQUIRED DOCUMENTS

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

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

N. ADDITIONAL TERMS AND CONDITIONS

1. All materials submitted in response to this RFP will become the property of the Land Bank.
2. Submission of a proposal in response to this RFP shall constitute an offer on the part of the successful proposer to execute a Contract substantially as described herein.
3. News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the Land Bank.
4. All proposals submitted to the Land Bank in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). An individual or firm submitting a proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which has been determined is a trade secret and which, if disclosed, would substantially hard such proposers competitive position. This characterization shall not be determinative, but will be considered by the Land Bank when evaluating the applicability of any exemptions in response to a FOIL request.

PROPOSAL EVALUATION

A. Proposals will be reviewed by members of the TCLB. Evaluation and selection will be based upon the following criteria (not listed in any particular order):

- *Co*mpleteness of response
- Conformance to specified requirements, terms and conditions, etc.
- Price
- Ability to meet delivery requirements or project schedule
- Technical capability
- Past experience

O. QUESTIONS

Questions regarding this RFP must be submitted to Paul Donnelly

Email: paul.donnelly@troycommunitylandbank.org

BID FORM -

Having carefully examined and considered the Bid Package sent dated ___/____/2026. The following price is submitted for all work covered by the bid documents.

566 Second Avenue -Windows & Wood rstoration	**$**

SIGNING BELOW SIGNIFIES ACCEPTANCE TO ALL TERMS AND CONDITIONS. NO OTHER DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS SHALL APPLY UNLESS AGREED TO IN WRITING BY THE AUTHORIZED SIGNATORIES OF BOTH PARTIES.

Submitted by:

Company Name	Email Address
Signature	Phone Number
Printed Name	Date

Business Address

EXHIBIT A INITIAL DISCLOSURE FORM

This form must be signed and returned with proposal

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

_____ This Proposal 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 Proposal 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 Proposal (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 Proposal ?

_____ Yes If "yes," attach a sheet fully describing each such 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 Proposals 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 PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. 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 LEGAL STATUS FORM

This form must be signed and returned with the Proposal

Please fully complete the applicable section below, attached a separate sheet if you need additional space, and sign this form. This form must be signed and returned with the Proposal.			
For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the Respondent's regular employees regularly in attendance to carry on the Respondent's business in the Respondent's own name. An office maintained, occupied and used by a Respondent only for the duration of a contract will not be considered a permanent place of business. An			
Please Check One:			
Sole Proprietorship: ☐	Limited Liability Company: ☐	Corporation: ☐	Partnership: ☐
If a Sole Proprietorship			
Respondent's Full Legal Name:			
Does the Respondent have a "permanent place of business" in New York, as defined above? **Yes ☐No ☐** If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.			
Street Address:			
City:	State:	ZIP Code:	
Mailing Address (if different from Street Address):			
City:	State:	ZIP Code	
Owner's Full Legal Name:			
Number of years engaged in business under "Sole Proprietor" or Trade Name:			
If a Corporation			
Respondent's Full Legal Name:			
Does the Respondent have a "permanent place of business" in New York, as defined above? **Yes ☐ No☐** If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.			
Respondent's Full Legal Name:			
Street Address:			
City:	State:	ZIP Code:	
Mailing Address (if different from Street Address):			
City:	State:	ZIP Code:	

Owner's Full Legal Name:		
Number of years engaged in business:		
Name of Current Officers:		
Chief Executive Officer:		
President:		
CFO/Treasurer:		
Secretary:		
If a Limited Liability Company		
Respondent's Full Legal Name:		
Does the Respondent have a "permanent place of business" in New York, as defined above? **Yes ☐No ☐** If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.		
Street Address:		
City:	State:	ZIP Code:
Mailing Address (if different from Street Address):		
City:	State:	ZIP Code:
Owner's Full Legal Name:		
Number of years engaged in business:		
Number of Current Manager(s) or Member(s):		
If a Partnership		
Respondent's Full Legal Name:		
Does the Respondent have a "permanent place of business" in New York, as defined above? **Yes ☐ No☐** If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below.		
Street Address:		
City:	State:	Zip Code:
Mailing Address (if different from Street Address):		
City:	State:	Zip Code:

Owner's Full Legal Name:
Number of years engaged in business:
Names of Current Partner(s):

Disclosure Form Authorization

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.

EXHIBIT C
NON-COLLUSION BIDDING CERTIFICATE

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 Troy Community Land Bank. 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 District may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto as **Exhibit D.**

Firm Name:_____

Authorized Signor Signature: _____

Address:_____

Phone: _____

Authorized Signor (Please print): _____

State of New York) ss.:
County of)

On the ____day of _____in the year 2026, before me, the undersigned, personally appeared _____, personally 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT D
BIDDER HOLD HARMLESS AGREEMENT

_____ ("Bidder") hereby agrees that it will indemnify and save harmless the Troy Community Land Bank from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Troy Community Land Bank 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 Troy Community Land Bank in defending any suit, including attorneys' fees. Furthermore, at the option of the Troy Community Land Bank 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:_____

Authorized Signor Signature: _____

Address:_____

Phone: _____

Authorized Signor (Please print): _____

State of New York) ss.:
County of)

On the ____day of _____in the year 2026, before me, the undersigned, personally appeared _____, personally 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT E
IRAN DIVESTMENT ACT CERTIFICATION

By submitting a Proposal in response to this RFP or by assuming the responsibility of a contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the RFP, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Troy Community Land Bank receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Troy Community Land Bank will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Troy Community Land Bank shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Troy Community Land Bank reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Firm Name:_____

Authorized Signor Signature: _____

Address:_____

Phone: _____

Authorized Signor (Please print): _____

State of New York) ss.:
County of)

On the ____day of _____in the year 2026, before me, the undersigned, personally appeared _____, personally 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public







