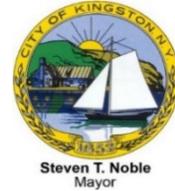


City of Kingston, NY  
RFP #K24-08: Post Office Park Small Monument Competition



**REQUEST FOR PROPOSALS**

**Post Office Park  
Small Monument Competition**



Steven T. Noble Mayor of the City of Kingston  
Ruth Ann Devitt-Frank Director of Grants Management

The City of Kingston, NY ("City") is pleased to issue this request for proposals (RFP) seeking submissions from interested individuals, businesses or partners, including but not limited to sculptors, architects and fabricators, to design and build a small monument for permanent placement at the City's new Post Office Park; interested parties are invited to submit a proposal in accordance with the terms outlined in this RFP.

**RFP #K24-08 Release Date: Friday, March 1, 2024**  
**Proposals Due: Wednesday, May 1, 2024 – 2:00 p.m.**

**REQUEST FOR PROPOSAL DEFINITION:**

*An RFP defines the situation or object for which the goods and or services are required, how they are expected to be used and/or problems that they are expected to be addressed. Vendors are invited to propose solutions that will result in the satisfaction of the City's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may not be the primary consideration.*

**RFP/Project Contact:**

Ruth Ann Devitt-Frank  
Director, Office of Grants Management  
City Hall, 420 Broadway  
Kingston, NY 12401

**Telephone:** (845) 334-3962 **Email:** [rfrank@kingston-ny.gov](mailto:rfrank@kingston-ny.gov)

**The Post Office Park Small Monument Competition is made possible with  
grant funds from the 2021 Federal American Rescue Plan Act.**

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**RECEIPT CONFIRMATION FORM**

**PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM WITHIN 5 WORKING DAYS OF RECEIVING THIS RFP SPECIFICATION TO:**

Ruth Ann Devitt-Frank  
City Hall, 420 Broadway  
Kingston, NY 12401  
Telephone: (845) 334-3962  
rfrank@kingston-ny.gov

***Failure to return this form may result in no further communication or addenda regarding this RFP.***

Company Name/Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ EXT: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

I have received a copy of the above noted RFP Specification. Mark one choice below.

\_\_\_\_ We plan to submit a PROPOSAL.

\_\_\_\_ We DO NOT plan to submit a PROPOSAL (please indicate reason below).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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**SCHEDULE OF PERTINENT DATES**

Listed below are specific and estimated dates and times of actions related to this RFP. In the event it is necessary to change the return date, the City will issue a supplemental addendum.

<b>Dates</b>	<b>Task</b>
Friday, March 1, 2024 (Firm)	RFP advertised
Friday, March 29, 2024 (Firm)	Last day to submit written inquiries
Tuesday, April 2, 2024 (on or about)	Addendum issued in response to questions submitted
Wednesday, May 1, 2024 - 2:00 p.m. (Firm)	Due Date for Proposals
May 6-12, 2024	Selection Committee evaluates proposals
May 16-17, 2024	Possible Interviews
Week of May 20, 2024	Notice of Intent to Award
Week of June 17, 2024	Contract Start Date
July 2024	Kickoff Meeting With Winner, City Staff, Project Committee
August 2024	Final Designs Completed
Fall 2024 – Spring 2025	Monument Fabrication
June 2025	Contract end date

**INTRODUCTION**

Kingston, NY is an historic community of just over 24,000 located on the banks of the Hudson River 90 miles north of New York City. Founded in 1652, it was the state’s first capital in 1777, and in the 19<sup>th</sup> and early 20<sup>th</sup> centuries, flourished as a major transportation hub and manufacturing center. Today, the City is known for its wide array of small businesses and many cultural and recreational assets, including its waterfront, extensive parks system, rich history, and diverse architectural heritage.

Although Kingston continues to be home to an abundant inventory of historic structures, in the 1960s and 70s, many significant buildings across the City unfortunately fell prey to urban renewal. Among them was the original 1908 post office designed by James Knox Taylor that was demolished in 1970 to make way for a fast-food restaurant. At the time, its destruction sparked a rallying cry among preservationists that continues to resonate in the community today: *Remember the Post Office!*



The notable limestone and granite structure with a rounded façade and Classical and Beaux Arts design elements was located in Midtown at 500 Broadway, which will soon be the site of a new “Post Office Park.” Construction of the park is underway and scheduled to be completed by December 2024. For more information, see <https://engagekingston.com/post-office-park>.

The park’s design/construction plans include two 3’ wide x 3’ high round cement pedestals for the support of artwork such as a sculpture or monument. During the public engagement phase for the park’s design in 2023, community members voiced that they would like to see installation of a work that pays homage to the memory of the lost post office, and serves as a reminder that the City’s architectural assets must be preserved for future generations. This competition will culminate with the selection of a monument for one of the pedestals; artwork for the second pedestal will be selected in a separate future program as yet to be defined and scheduled.



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- Remain in compliance with the applicable provisions of General Municipal Law for the duration of the contract.

**SCOPE OF WORK**

**Task 1: Kick-Off Meeting with City Staff & Small Monument Committee**

The winning respondent will meet with staff and committee members for feedback about the concept, requested changes (if any), and the production/installation schedule.

Product: Written meeting summary to confirm mutual understanding of winner/committee expectations.

**Task 2: Revise Design Based on Committee Feedback**

The winner will produce and submit final detailed designs within a timeframe identified and agreed upon by all parties during the kick-off meeting. The designs should include precise measurements including height, width, depth and weight, and a description of the materials to be used. The designs should also include confirmation about the means of securing the monument to the pedestal.

Product: Final detailed designs

**Task 3: Fabricate Monument**

Following review and approval of the final design, the winner will begin fabrication of the monument. Monthly written project status updates to the City will be required.

Products: Monthly status updates, completed monument

**Task 4: Deliver and Install Monument**

The winner will be responsible for arranging delivery of the final work in coordination with City staff. The winner will also be responsible for its installation and be on site to supervise their installation team.

**SUBMISSION REQUIREMENTS**

All respondents to this RFP are required to submit detailed information as set forth below no later than **Wednesday, May 1, 2024 – 2:00 p.m.** Responses that do not materially conform to this outline will not be considered.

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RFP submissions must be placed in a sealed envelope addressed to:

Ruth Ann Devitt-Frank  
Director, Office of Grants Management  
City Hall - 420 Broadway, 1<sup>st</sup> Floor  
Kingston, NY 12401

On the face of the envelope, please include:

- 1) Respondent name and address
- 2) RFP number and name: RFP #K24-08 Post Office Park Small Monument Competition

Additional Requirements/Submission Information:

- Each respondent may submit one design concept for consideration. Multiple views showing the design from different perspectives may be included.
- Send a clearly marked original and six copies of the proposal. Please include the RFP number and name on the envelope and on all copies.
- In a second sealed envelope within the main envelope, include one clearly marked original and six copies of the fee proposal.
- Responses are due and must be received no later than **Wednesday, May 1, 2024 at 2:00 p.m.** Late responses will not be accepted after the due date and time. It is recommended that proposals be submitted in advance, at least one business day prior to the specified date and time to allow for timely receipt.
- Respondents are required to complete, and include within their RFP submission, the Information Sheet and Affidavit of Non-Collusion that are included in this RFP.
- The response should be typed on both sides of 8.5" x 11" paper.
- Pages should be numbered.
- Illustrations may be included.
- The response will be evaluated on the basis of its content, not length.
- The City of Kingston will not be liable for any costs incurred by respondents in the preparation of responses or for any work performed in connection therein.

**PROPOSAL CONTENT**

The proposal should include the following information:

- **Title Page:** Showing RFP number, respondent's name, address, telephone, email address. Persons with the authority to represent and make legally binding commitments for the Legal Provider should be listed. The name of the primary contact person responsible for inquiries must be included.
- **Narrative:** A project narrative that describes the respondent's understanding of the City's goal and the unique value the respondent will bring to the process. It should include details about materials to be used, dimensions, how the final work should be installed and secured to the pedestal, and recommendations for maintenance. Respondents may also include details about

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their inspiration for the submitted design if they choose. A description of the Respondent's familiarity with/connect to Kingston is recommended. The narrative portion should not exceed 1,000 words.

- **Concept Drawing(s):** Up to five renderings of one design concept.
- **Project schedule:** An outline of the production steps with milestone dates leading to the projected installation date of June 2025.
- **Respondent's Qualifications:** Information about the respondent and qualifications for this project. Include information about prior engagements similar to that being solicited herein by the City. Documented evidence of the respondent's capacity to perform the work including references with contact names and phone numbers and resumes of personnel who will work on the project should be included.
- **Budget/Fee Proposal:** An itemized budget including all costs associated with each of the tasks identified in the Scope of Work. It should include staff hours, stating the name and title of each individual assigned to the project, their hourly rate, and the estimated hours each individual will work on the project. Include a not-to-exceed estimate for completing the work described in the RFP. The Fee Proposal must be in a separate, sealed envelope, appropriately identified on its face.

Submittal Checklist - Submissions should include:

- 1) One clearly marked original. The original document should contain the original ink-signed signature pages.
- 2) Six (6) additional copies;
- 3) All pages on 8.5" x 11" paper, double-sided;
- 4) Fee proposal in a separate, sealed envelope, appropriately identified on its face (original and six copies);
- 5) Completed Affidavit of Non-Collusion found at the end of this RFP;
- 6) Completed Information Sheet found at the end of this RFP;
- 7) Completed Respondent Certification form found at the end of this RFP.

**Note: This Request for Proposals and fillable pdfs of all forms are available for download at: <https://engagekingston.com/admin/projects/post-office-park-small-monument-competition>**

Restrictions

- 1) Please do not place the proposal in a plastic sleeve or spiral binder; proposals submitted with either will NOT be accepted. Reusable folders or 3-ring binders are acceptable.**
- 2) Proposal submitted via fax or email will NOT be accepted;
- 3) Submissions received after the scheduled time and date will NOT be accepted.

Winning Design Selection

- 1) The City of Kingston will only consider proposals that meet satisfactory levels of the above criteria.
- 2) Incomplete proposals that do not address all of the requested components will not be accepted for review and consideration.
- 3) The City is not required to accept the proposal that includes the lowest fee offer.
- 4) The City will review all proposals received as a result of the RFP.

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- 5) Based on the reviews of the proposals, the City will prepare a list of the top-ranked candidates. The City may organize and conduct interviews of the top-ranked candidates.
- 6) The winner will be selected by a team of panelists including City staff and community advisors.

**EVALUATION CRITERIA**

Only those proposals that contain complete information and required certifications will be considered. All proposals will be evaluated and examined by a committee of City of Kingston representatives using multiple criteria. The project will be awarded to a qualified respondent who, based on the committee's evaluation, submits the proposal that best meets the City's needs.

Proposals will be evaluated in accordance with applicable City of Kingston procurement policies and procedures. Evaluation will be performed to determine each proposer's understanding of work to be performed, design concept, cost reasonableness, the probable cost to the City, and ranking with competing respondents.

The Selection Committee will choose the Consultant based upon an evaluation of proposals using the following criteria:

- Uniqueness of the design and interpretation of the City's goal to pay homage to the former post office and provide a reminder that City's historic assets and heritage must be preserved for future generations (25%);
- Aesthetics and integration with the Post Office Park design (25%)
- Prior experience and expertise of the personnel to be assigned to this project (25%);
- Cost factors (15%)
- Does the Respondent have a connection to and familiarity with Kingston? (e.g. Kingston business-owner or resident, former resident, regular visitor) (10%)

Minority and women-owned businesses are especially encouraged to respond to this RFP.

**METHOD OF AWARD**

It is the intention of the City that this project will be awarded to the respondent whose total proposal, in the opinion of the City of Kingston, best meets the established criteria listed herein. All aspects of evaluation will be taken into consideration in awarding the project.

It is understood by the parties that the contract resulting from this RFP will be executed only to the extent of the monies available to the City of Kingston.

A notice of award will not be binding upon the City until the contract has been fully executed by both parties.

**CONTRACT PERIOD**

The award term will commence on or about June 30, 2024.

The successful respondent will execute a contract with the City of Kingston in substantial conformance with this RFP and the City of Kingston AGREEMENT FOR PROFESSIONAL SERVICES.

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**INQUIRIES**

All questions pertaining to this RFP are required to be made in writing no later than **Friday, March 29, 2024**. All questions must be **emailed to Ruth Ann Devitt-Frank at rfrank@kingston-ny.gov**.

All substantive questions received by the above-mentioned deadline will receive a response in the form of an addendum issued on or about **Tuesday, April 2, 2024**.

The addendum will be sent to all respondents who submit the Receipt Confirmation Form. Only an addendum from the City of Kingston will be considered official. Respondents are advised that the City of Kingston cannot ensure a response to any inquiries received after the due date for question submissions.

**TERMS AND CONDITIONS**

**Instructions to Respondents: All submissions must be in accordance with this Request for Proposals.**

**RFP Information:** The information provided for respondents is for informational purposes only. It may not be relied upon and does not constitute a representation or warranty by the City of Kingston, its representatives, employees, officers, agents, or consultants that the information contained therein is accurate or complete. No legal commitment, obligation, or liability of the City of Kingston or its representatives, employees, officers, agents, or consultants will arise by use of, or the information relating to, any of these materials.

**Revisions, Interpretations, Corrections:** Revisions, interpretations, or corrections of specifications made by the City of Kingston will be by addendum issued before the date set forth for the submission of responses to this RFP. Interpretations, corrections, or changes made in any other manner will not be binding, and respondents will not rely upon such revisions, interpretations, corrections or changes.

**Conflict of Interest:** The City of Kingston's employees and the immediate family of City of Kingston employees are not permitted to submit a response to this RFP. Furthermore, no official or employee of the City of Kingston will have any personal interest, direct or indirect, in this transaction, nor will any such elected or appointed official, department head, agent, or employee having such an interest participate in any decision, meeting, or evaluation or exert any opinion or influence relating to this transaction that affects his or her personal interests or the interests of any person or entity in which he or she is directly or indirectly interested.

**RFP Award Acceptance:** The City of Kingston reserves the right at all times to accept or reject in their sole discretion, any or all responses and to waive any defects or technicalities or advertise for new RFP responses where the acceptance, rejection, waiving, or advertising of such would be in the best interest of the City of Kingston. The RFP process may be terminated or modified without notice at any time.

**Notice of Acceptance or Rejection:** Notice by the City of Kingston regarding either acceptance or rejection of a response to this RFP will be deemed to have been sufficiently given when mailed or emailed to the respondent, or his or her duly authorized representative, at the address indicated in the cover letter accompanying respondent's submission of a response to this RFP.

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**Postponement or Cancellation:** The City of Kingston reserves the right to postpone or cancel this RFP, or reject all responses, if in its judgment it deems it to be in the best interest of the City to do so. In the event of a postponement or cancellation of this RFP, the City of Kingston will not be liable for any costs incurred by the respondent in the preparation of their response or for any work performed in connection therein.

**INTERVIEWS**

If the Evaluation Committee determines necessary, interviews may be scheduled with selected respondents as soon as possible after the initial evaluation. This will permit further evaluation and allow the Evaluation Committee to inquire further into the experience the respondent has had on similar projects, willingness and ability to work closely with City of Kingston Staff and others, understanding of the various aspects of the requirements, ability to maintain a schedule and complete the services on time, and other matters deemed pertinent.

**ALTERNATE PROPOSALS**

The City of Kingston reserves the right to consider submitted alternatives that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the best interest of the City. Respondents must clearly identify and explain in detail where such alternatives deviate from, or qualify the terms of, the proposal and specifications as issued.

**COMPLIANCE WITH LAWS, LICENSES AND PERMITS**

The respondent(s) agree that they will fully comply with all applicable Federal, State and City policies, procedures, standards and laws, rules and regulations.

**INSURANCE**

The successful respondent will agree to indemnify and hold the City of Kingston, its legislators, officers, and employees harmless against all loss, cost, or damage, on account of injury to person or damage to property as a result of any action or inaction of the successful proposer or its representatives or agents or subcontractors in performance of this contract and against all fines, penalties or any other losses which the City will be obliged to pay or incur in connection with the performance of the work under the contract.

In addition, the successful respondent will procure and maintain at his/her own expense and without expense to the City, insurance for liability for damages imposed by law, of the kinds and amounts hereinafter provided, in insurance companies authorized to do business in the State of New York covering all operations under the contract whether performed by the successful respondent or his/her subcontractors. Before the inception of this contract, the successful respondent will furnish to the City a Certificate of Insurance form(s) satisfactory to the City exhibiting compliance with this paragraph and providing that the policies will not be changed or canceled until thirty (30) days written notice has been given to the City. The types and limits of insurance will be as follows:

- a) Workers Compensation as required by Law
- b) Disability Benefits as required by Law
- c) Professional Liability

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**DISQUALIFICATION**

The City reserves the right to refuse to issue an award to respondents that fail to comply with any pre-qualification regulations of the City, if any such regulations or requirements are cited, or otherwise included in the Request for Proposal.

Proposals received from respondents who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A proposal may be rejected if the respondent cannot show that it has the necessary ability, resources, and qualified employees to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A proposal may be rejected if the respondent is already obligated for the performance of other work that would delay the commencement, performance, or completion of the work described in this RFP.

**PAYMENT PROCESSING**

Payment to the Consultant will be made in two installments – following Tasks 2 and 4 and submission of the Consultant's invoices to the City's Office of Grants Management, referencing the contract number. The City will pay the proper amounts due the vendor within sixty (60) days of receipt by the City of the vendor's invoice with the requested supporting documentation and approval of the vendor's invoice by the Department Head and the City Comptroller.

**FREEDOM OF INFORMATION**

The Respondent agrees to comply with the Freedom of Information Law (FOIL) and such rules and regulations as the City and the State may from time to time make, including, but not limited to, such rules as may be devised governing access to public documents pursuant to Article 6 of the Public Officers Law, popularly known as the Freedom of Information Law.

Proposals submitted in response to this RFP will be considered public documents and, with limited exceptions, all proposals, including proposals that are recommended for award, will be available for inspection and copying by the public.

All RFP submission materials become the property of the City of Kingston. Proposal submission material will generally be made available for inspection and copying by interested parties upon written request, except when exempted from disclosure under the New York State Freedom of Information Law. The City of Kingston is subject to the New York State Freedom of Information Law, which governs the process for the public disclosure of certain records maintained by the City of Kingston. Individuals or firms that submit proposals to the City of Kingston may request that the City except all or part of such a proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for exception must be in writing and state, in detail, the specific reasons for the requested exception. It also must specify the proposal or portions thereof for which the exception is requested. If the City of Kingston grants the request for exception from disclosure, the City will keep such proposal or portions thereof in secure facilities.

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**AFFIDAVIT OF NON-COLLUSION**

The completion AND submission of the Affidavit of Non-Collusion, which is included with this RFP and is required with the submittal, certifies that the prices in the submitted 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 competitor.

**SUSPENSION AND DEBARMENT**

By submitting a proposal in response to this RFP, each respondent warrants that neither it nor any of its officers, employees, subcontractors, or agents is excluded or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. Any misrepresentation or false statement related to a respondent's status in this regard will result in rejection of such respondent's submission.

In addition, if the successful respondent or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal, state, or local agency, municipality, or department, during the period in which goods and/or services are provided pursuant to this RFP, the successful respondent agrees to immediately notify the City's Corporation Counsel of such status. Any misrepresentation or false statement related to the successful respondent's status in this regard, or any failure by the successful respondent to immediately notify the City's Corporation Counsel of any change in such status, will result in immediate termination of the City's business relationship with the successful respondent in addition to such other remedies as may be provided by law, in equity, pursuant to the terms and conditions of this RFP document, or the conditions of the contract, if any, resulting from this RFP.

**AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) REQUIREMENTS**

This project is funded in whole or part by funds provided by the United States Treasury pursuant to the American Rescue Plan Act of 2021 (ARPA). Contractors must comply with the mandatory ARPA requirements in addition to the City of Kingston's policies and procedures for contracts and procurement, including, without limitation, the Procurement Policy and Procedures of the City of Kingston Purchasing Department.

On March 11, 2021, the U.S. Senate-amended H.R. 1319 (P.L. 117-2), known as the American Rescue Plan Act ("ARPA") was signed into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the "SLFRF"), with the goal of providing vital federal support to local governments as they address the negative health and economic impacts of COVID-19 in their communities.

The successful respondent will be required to comply with the following laws, rules, and regulations throughout the performance of the work associated with this project:

*I. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal

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remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) **Equal Employment Opportunity.** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) **Davis-Bacon Act**, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) **Contract Work Hours and Safety Standards Act** ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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- (F) **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) **Clean Air Act** ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) **Byrd Anti-Lobbying Amendment** ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) **Procurement of Recovered Materials**. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) **Prohibition on certain telecommunications and video surveillance services or equipment**.
- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

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- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (L) **Domestic Preferences for Procurements.**
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
  - (b) For purposes of this section:
    - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (M) **Energy Efficiency in Energy Consuming Products.**
- (a) Definition. As used in this clause – Energy efficient product
    - (1) Means a product that –

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- (i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star ® trademark Label; or
- (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.
- (2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).
- (b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e. Energy Star ® products or FEMP-designated products) at the time of contract award, for products that are-
  - (1) Delivered;
  - (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
  - (3) Furnished by the Contractor for use by the Government; or
  - (4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.
- (c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless-
  - (1) The energy-consuming product is not listed in the Energy Star ® Program or FEMP; or
    - (2) Otherwise approved in writing by the Contracting Officer.
  - (d) Information about these products is available for –
    - (1) Energy Star ® <http://www.energystar.gov/products>; and
    - (2) FEMP at <https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies>.

*II. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions*

The Contractor agrees to comply with the requirements of section 603 of the Social Security Act (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. The Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

(A) Federal regulations applicable to this award include, without limitation, the following:

- (1) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (2) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (3) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (4) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition

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in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- (5) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - (6) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - (7) New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - (8) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - (9) Generally applicable federal environmental laws and regulations.
- (B) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - (2) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - (4) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - (5) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- (C) **Remedial Actions.** In the event of the Contractor's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- (D) **Hatch Act.** The Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government

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employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

(E) **False Statements.** The Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(F) **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

(G) **Debts Owed the Federal Government.**

(1) Any funds paid to the Contractor (1) in excess of the amount to which the Contractor is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by the Contractor shall constitute a debt to the federal government.

(2) Any debts determined to be owed the federal government must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in paragraph 8(a). Treasury will take any actions available to it to collect such a debt.

(H) **Disclaimer.**

(1) The United States expressly disclaims any and all responsibility or liability to the Contractor or third persons for the actions of the Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

(2) The acceptance of this award by the Contractor does not in any way establish an agency relationship between the United States and the Contractor.

(I) **Protections for Whistleblowers.**

(1) In accordance with 41 U.S.C. § 4712, the Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

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- (i) A member of Congress or a representative of a committee of Congress;
- (ii) An Inspector General;
- (iii) The Government Accountability Office;
- (iv) A Treasury employee responsible for contract or grant oversight or management;
- (v) An authorized official of the Department of Justice or other law enforcement agency;
- (vi) A court or grand jury; or
- (vii) A management official or other employee of the Contractor or its subcontractors who has the responsibility to investigate, discover, or address misconduct.

(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- (J) **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- (K) **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and the Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

*III. City of Kingston's Policies and Procedures Applicable to ARPA-Funded Projects*

The Contractor and its subcontractors shall comply with all provisions of the City of Kingston Administrative Code that may apply to the work in this contract.

Contractors and subcontractors shall additionally comply with City of Kingston standard policies and procedures for municipal contracts, including, without limitation, the following:

- (1) The City's Procurement Policy and Procedures;
- (2) The City's Policy Regarding Discrimination and Harassment; and
- (3) Minority and Women Business Enterprise (MWBE) – the contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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**PLEASE RETURN THE FOLLOWING SHEETS**  
**WITH YOUR PROPOSAL**

Note: Fillable pdfs of all forms are available at:

<https://engagekingston.com/admin/projects/post-office-park-small-monument-competition>

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**RESPONDENT INFORMATION SHEET**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TYPE OF ENTITY:** Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ LLC \_\_\_\_\_

***If a non-publicly owned Corporation:***

**NAME OF CORPORATION:** \_\_\_\_\_

**Principal Stockholders (holding over 5% of outstanding shares):** \_\_\_\_\_

**OFFICERS:** \_\_\_\_\_

**LIST DIRECTORS:** \_\_\_\_\_

**DATE OF ORGANIZATION:** \_\_\_\_\_

***If a partnership:***

**PARTNERS:** \_\_\_\_\_

**NAME OF PARTNERSHIP:** \_\_\_\_\_

**DATE OF ORGANIZATION:** \_\_\_\_\_

*\* If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York General Business Law must be attached.*

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**AFFIDAVIT OF NON-COLLUSION FORM**

**NAME OF RESPONDENT:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

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

I further attest that:

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

**8. By submission of this proposal, I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

\_\_\_\_\_  
Signature & Company Position

\_\_\_\_\_  
Print Name & Company Position

\_\_\_\_\_  
Company Name

Date Signed \_\_\_\_\_ Federal ID \_\_\_\_\_

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**RESPONDENT CERTIFICATION**

**By executing this Respondent Certification, the undersigned hereby certifies as follows (please initial next to each of the statements and sign below):**

\_\_\_ 1. I have the full authority to make the certifications referenced herein on behalf of the respondent.

\_\_\_ 2. Respondent certifies that the materials, ideas, and concepts which the respondent is submitting to the competition are the respondent's original work and have not been previously published.

\_\_\_ 3. Respondent certifies that to the best of the respondent's knowledge and belief, neither the submission of the respondent's materials, ideas, and concepts, nor the use thereof, violates, infringes, or otherwise conflicts with any copyright, trademark, or property right of any third party.

\_\_\_ 4. Respondent certifies that any third-party content included in the respondent's submission is not protected by copyright, or that the respondent has a license to use the content for any purpose, specifically including the competition.

\_\_\_ 5. By submitting its entry to the competition, the respondent hereby grants the City a worldwide, perpetual, royalty-free, non-exclusive license to use, copy for use, reproduce, distribute and display publicly all or part of the respondent's submitted materials, ideas, and concepts, on any media now known or developed in the future.

\_\_\_ 6. Respondent acknowledges and understands that the respondent's submission will become the property of the City and will not be returned to respondent.

\_\_\_ 7. Respondent acknowledges that the City is subject to the New York Freedom of Information Law and any information within its custody and/or control, including respondent's submitted materials and ideas, may be subject to disclosure.

\_\_\_ 8. Respondent acknowledges that as part of the City's evaluation of the respondent's submission, the City will rely on the certifications made herein and such certifications are true and accurate to the best of the respondent's knowledge and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Respondent Business Name (if applicable)