

LONG ISLAND REGIONAL PLANNING COUNCIL

# Request for Proposals

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Public Opinion Poll of Homeowner Attitudes and Behaviors  
Towards Residential Fertilizer Use

**Release: October 15, 2024**

**Due: December 9, 2024**

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A PROJECT OF THE  
**Long Island Nitrogen Action Plan (LINAP)**  
NYSDEC, LIRPC, Nassau & Suffolk Counties

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# NOTICE OF REQUEST FOR PROPOSALS

**PROJECT NAME:** Public Opinion Poll of Homeowner Attitudes and Behaviors Towards Residential Fertilizer Use

**AGENCY:** Long Island Regional Planning Council  
1864 Muttontown Road  
Syosset, NY 11791  
516-571-7613

**PROJECT INTENT:** The Long Island Regional Planning Council (LIRPC) is seeking proposals from qualified firms to conduct a comprehensive public opinion poll focused on homeowner attitudes and behaviors related to fertilizer use on lawns and gardens. The poll should provide insights into the target population's opinions, attitudes, motivations, and behaviors, as well as effective messaging and communication strategies to encourage homeowners to reduce their fertilizer usage.

The contractor shall perform the tasks outlined in the scope of services as a consultant to the LIRPC to ensure the timely and satisfactory completion of the project. The LIRPC will utilize a best value selection process to ensure optimum quality, cost and efficiency among the responsive and responsible firms.

**RELEASE DATE:** October 15, 2024

**PROPOSAL DUE:** December 9, 2024

**SUBMISSION TO:** Elizabeth Cole  
Deputy Executive Director  
Long Island Regional Planning Council  
(516) 571-7613  
[ecole@lirpc.org](mailto:ecole@lirpc.org)

# 1 SCOPE OF SERVICES

## 1.1 Background

In response to Long Island's nitrogen pollution problem, the Long Island Nitrogen Action Plan (LINAP) was launched in 2015. LINAP is a multiyear initiative to reduce the amount of nitrogen entering Long Island's groundwater and surface water from wastewater, stormwater runoff and fertilizers. LINAP is led by the New York State Department of Environmental Conservation (DEC) and the Long Island Regional Planning Council (LIRPC), along with Suffolk and Nassau counties, with input from multiple partners and stakeholders.

Nitrogen is the leading cause of water quality deterioration in Long Island's estuaries. Excess nitrogen can cause toxic algal blooms that lead to low oxygen conditions, fish kills, and degraded wetlands and marine habitats. Nitrogen also contaminates the groundwater which is the sole source of Long Island's drinking water.

The overuse of fertilizers on lawns is a major contributor to nitrogen pollution. Despite the negative impacts of fertilizer on water quality, many homeowners continue to cultivate heavily fertilized lawns, often driven by a desire for a lush, green lawn. Understanding the motivations and attitudes of homeowners towards fertilizers, and identifying effective messaging to encourage less fertilizer use, is critical to reducing nitrogen pollution. Therefore, it is important to understand why homeowners fertilize lawns and to find effective ways to communicate with them to reduce their fertilizer use. And also, to understand why some homeowners do not fertilize their lawns.

## 1.2 Scope of Work

The selected firm will be responsible for conducting the following tasks:

### 1. Existing Poll Analysis

- An analysis of existing public opinion poll data on Long Island homeowner attitudes and behaviors concerning lawn fertilization, including information on why some people fertilize their lawns and others do not.
- An analysis of existing public opinion poll data nationwide on attitudes and behaviors concerning lawn fertilization to compare survey design to level of success.
- Identify key insights and gaps in the existing knowledge base.

### 2. Public Opinion Poll Development and Methodology: Design a robust methodology to quantify opinions, attitudes, motivations, and behaviors associated with fertilizer use among homeowners. Methodology should take into account the intended use of the data.

Questions and responses should be designed in a way that gives insight into behaviors related to fertilizer use and barriers to reduction and/or non-use of fertilizer.

During public opinion poll development, ensure a representative sample of the target population to ensure accurate findings and reliable data. The target population for this study includes homeowners residing on Long Island, which encompasses Nassau and Suffolk counties in New York State. The target population can be defined by considering the following three distinct groups:

- "Maintain their own lawns" segment: This group consists of homeowners who take an active role in maintaining their lawns and gardens. They may have a do-it-yourself (DIY) gardening approach and enjoy hands-on landscaping and managing their lawns. While they may occasionally hire gardeners for certain tasks, they generally prefer to personally manage their landscaping endeavors.
- "Hire a service" segment: This segment comprises homeowners who adopt a hands-off approach to landscape care and prefer to hire professional services for lawn maintenance and gardening. They are willing to invest significant amounts of money to ensure the proper upkeep of their properties and may rely heavily on expert assistance.
- "Do little or nothing" segment: This group represents homeowners who prioritize minimal or no effort in the maintenance of their lawns. They may engage in only the bare minimum activities required to sustain their property or even completely ignore any form of lawn upkeep or improvement.

When conducting the public opinion poll, it is essential to ensure representation from each of these three segments to gather comprehensive insights into the attitudes, behaviors, and opinions of Long Island homeowners who use fertilizer and those that don't use fertilizer. Specific criteria for the target population may be further refined as outlined in the poll design and methodology. This may involve additional factors such as demographic characteristics (e.g., age, gender, income) or geographic considerations (e.g., specific neighborhoods or communities within Long Island).

This approach will provide a holistic understanding of the diverse perspectives within the target population and enable more targeted and effective messaging and communication strategies.

3. Implement the Public Opinion Poll: Survey is conducted over a 3 – 9 month period.
4. Compile Public Opinion Poll Results: Collect, analyze, and integrate information from residents about perceptions, knowledge, attitude, and behaviors. The results of the public opinion poll will be used to develop a community based social marketing campaign.

### 1.3 Deliverables

1. Kick-off meeting with LIRPC and DEC, to discuss the public opinion poll goal and desired outcome, monthly meetings with LIRPC and DEC throughout the life of the project to discuss project status, results to date, issues encountered and how they are being addressed and a final meeting with LIRPC and DEC to thoroughly discuss the project results.
2. A report summarizing the findings from Task 1 – Existing Poll Analysis and a meeting with LIRPC and DEC to present existing poll analysis and how it will be used to develop the poll.
3. A detailed presentation summarizing the poll development for review prior to poll deployment. A meeting with LIRPC and DEC will be held to present the poll, including the questions and how it will be deployed to the public to be representative of the population.
4. A detailed methodology report, including an executive summary of the study's major findings, a detailed discussion of the survey including a discussion of the sample size and sampling methodology, data collection methods, and any weighting or statistical adjustments made to the data. An appendix that includes detailed information about the methodology used to develop and conduct the survey, survey questions, full results, and information on the study sample, including a table of the zip codes included in the study sample.
5. Graphic images of key data.
6. All raw data.
7. A comprehensive analysis of the poll results, including a summary of key findings and conclusions, tabulated data and charts/graphs as appropriate.
8. Summary text for use in press releases, social media and DEC and LIRPC websites.
9. A presentation of the poll results, suitable for dissemination to stakeholders and decision-makers.

## 2 SUBMISSION REQUIREMENTS

### 2.1 Proposal Submission and Content

Interested parties should submit a proposal that includes the following elements:

1. Completed **Attachment A -Business History Form**
2. Project Understanding
  - A clear understanding of the project and its objectives.
3. Scope of Services
  - A detailed scope of services, technical approach, and description of deliverables.
4. Poll Methodology
  - A description of the proposed poll methodology, including survey design, sampling strategy, and data analysis plan.
5. Firm/Team Qualifications
  - Company overview, including relevant experience with similar projects and qualifications for conducting public opinion polls, with specific emphasis on knowledge, expertise, and/or prior work on Long Island.
  - Information on project personnel, including resumes, their role in the project, and the qualifications of key staff (e.g., education, professional licenses, affiliations, number of years of relevant experience).
6. Project Schedule
  - A timeline for completing the poll, including associated milestones.
7. Cost Proposal
  - A detailed cost proposal, including a budget breakdown for the project.
  - Proposed billing processes (e.g., progress payments, milestone-based payments, weekly/monthly billing) and methodology (e.g., time and materials, flat fee, capped, not-to-exceed).
  - Billing rates for team members by level and/or experience.
  - Detailed description of all costs associated with the project, including any specific costs or out-of-scope items.

### 2.2 Submission Instructions

Proposers should submit an electronic copy in PDF format to Elizabeth Cole at [ecole@lirpc.org](mailto:ecole@lirpc.org).

Proposals must be signed by an individual authorized to bind the proposer to all commitments made in the proposal.



### **2.3 Amendments, Inquiry Responses, and Contact with the LIRPC**

Requests for information pertinent to the preparation and submission of proposals and the procurement process are to be emailed to: Elizabeth Cole, Deputy Executive Director, [ecole@lirpc.org](mailto:ecole@lirpc.org) no later than **December 2, 2024**.

Amendments and responses to questions will be posted on the LIRPC website within five business days of receipt of the inquiry.

No other contact with the LIRPC concerning this RFP is permitted until an award (or awards) has (have) been made. Violation of this provision may result in immediate disqualification.

Persons or firms obtaining the RFP documents from sources other than the LIRPC are solely responsible for obtaining any amendments, addenda, and responses to questions regarding the RFP.

### **2.4 Due Date**

LIRPC is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct responses, questions and any other communications to the following authorized contact person: Elizabeth Cole, Deputy Executive Director at [ecole@lirpc.org](mailto:ecole@lirpc.org)

To be considered, proposals and all attachments must be received by the submission contact person, on or before **December 9, 2024**. Amendments to proposals shall be allowed only if the amendment is received prior to the response deadline. No amendment or change shall be accepted after the response deadline.

### **2.5 Incurred Cost**

All costs incurred in the preparation, submission, and/or presentation of a proposal to the Selection Committee or others, including, but not limited to the respondent's travel expenses to attend an interview or contract negotiation session, reproduction and delivery expenses, shall be the sole responsibility of the proposer.

### **2.6 Non-Committal Clause**

This RFP does not commit the LIRPC to award a contract, pay any costs incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services or supplies. The LIRPC reserves the right to accept or reject any or all proposals received in response to this RFP, to negotiate with all qualified sources, or to cancel, in part, or in its entirety this RFP if it is in the best interest of the LIRPC or its project partners to do so.

### **2.7 Reserved Rights of the LIRPC**

To enable the LIRPC and its project partners to acquire services at the lowest price or best value from responsible and responsive offers, the LIRPC reserve the right to:

1. Define requirements to meet LIRPC and its project partners needs and to modify, correct and clarify requirements at any time during the process provided the changes are justified and maintain fairness in contracting with the business community;
2. Request additional data or oral discussions or presentations in support of written proposals from any or all of the proposers;
3. Make on-site visits to the proposer's place of business to assess and/or evaluate proposer's qualifications;
4. Accept and/or reject any or all proposals, and waive technicalities or portions of the proposals in the best interest of the LIRPC and its project partners;
5. Award a contract based upon offers received without discussion of such offers with the proposers. Each offer, therefore, should be submitted in the most favorable terms that the proposers can offer the LIRPC from a price and technical standpoint.
6. Contract with the vendor that best meets the requirements of the RFP and not necessarily with the lowest cost proposer;
7. Require the selected proposer to participate in negotiation and to submit any price, technical, or other revisions, as may result from negotiations;
8. Establish terms and conditions which must be met by all proposers and/or, where permitted by the solicitation, eliminate mandatory requirements that are not met by any proposer;
9. Establish, where permitted by the solicitation, conditions under which the contract scope can be expanded and criteria for price increases or decreases during the contract period;
10. Consider every offer as firm and not revocable for a period of up to 120 days from the proposal opening or such other period specified in the solicitation. After the 120th day, or other specified period, an offer may be withdrawn in writing;
11. Have the option to require a bond or other guarantee of performance, and to approve the amount, form, and sufficiency thereof.

## **2.8 Proprietary Material and Confidentiality**

The contents of each firm's proposal will be held in strict confidence during the evaluation and selection process. Firms may request that portions of their proposal be considered proprietary and not subject to disclosure under the Freedom of Information Law (FOIL). Proposers should separate information deemed proprietary or FOIL-exempt from non-confidential sections of the proposal. Should the LIRPC determine that the law requires disclosure of confidential information, the LIRPC will notify the proposer so that it may take appropriate steps. Ownership of all data, written materials, and documentation originating and prepared for the LIRPC pursuant to this RFP shall belong exclusively to the LIRPC and will not be returned.

## **2.9 Independent Price Determination**

By submission of its offer, the proposer certifies that, in connection with this procurement:

1. Proposed prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposers prior to award, directly or indirectly, to any other proposer or competitor;
3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition;
4. No elected or appointed official or employee of the LIRPC shall benefit financially or materially from this contract. The LIRPC may terminate this contract if gratuities were offered or given by the proposer or his or her agency to any such official or employee.

## **2.10 Examination of Records**

In submitting a proposal, the successful proposer agrees that the LIRPC shall have access to and the right to examine directly all pertinent documents, papers and records of the proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until seven years after final payment has been made pursuant to any contract awarded because of the LIRPC's acceptance of a proposal.

## **2.11 Subcontracting**

The proposer will be responsible for the entire contract performance. The proposer must indicate in the RFP if it intends to use a subcontractor for any part of the work and provide full disclosure of the entire consultant team at the time of submittal of a proposal. The proposer shall identify each subcontractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the subcontractor must be included. The proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the LIRPC.

## **2.12 Negotiated Changes**

Should negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

## **2.13 Disclaimer**

The LIRPC and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the LIRPC does not warrant, nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facets of this RFP once it has been downloaded or printed from any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the LIRPC or other website on which this RFP

may be posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

## **3 EVALUATION CRITERIA**

### **3.1 Proposals will be evaluated by the following criteria:**

1. The suitability and feasibility of the poll methodology for conducting the poll and ensuring a representative sample of the target population.
2. Relevant experience and qualifications of the firm and proposed team.
3. The proposed budget and cost competitiveness.
4. Ability to complete the project within the timeline and budget constraints.

### **3.2 Selection Committee**

A Selection Committee will be formed and made up of staff and advisors to the Long Island Regional Planning Council (LIRPC), and individuals with technical knowledge relevant to the project. Proposals will be provided to each Selection Committee member for review.

### **3.3 Review and Ranking**

Members of the Selection Committee shall independently rank the proposals based on the following criteria: 1) project understanding, 2) work plan and technical approach, 3) experience and related projects, and 4) project personnel. The top-ranked proposers will be contacted for an interview.

Following the interview, the Selection Committee will rank the interviewed proposers by considering all submitted material plus interview results and proposed cost and will make a final recommendation to the LIRPC. The LIRPC will select an awardee and send a notice to all proposers regarding the results of the selection process.

## 4 CONTRACT TERMS AND CONDITIONS

### 4.1 Contract Negotiations

The LIRPC reserves the right to negotiate the terms and conditions of the contract with the selected firm including all aspects of the proposed services and fees. The contract will be in a form approved by legal counsel for the LIRPC. Neither the selection of a contractor nor the negotiation of the contract with such contractor(s) shall constitute the LIRPC's acceptance of the proposal or a binding commitment on behalf of the LIRPC to enter into a contract with such contractor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

Should the LIRPC be unsuccessful in securing a contract with the selected proposer, it may enter into contract negotiations with the second ranked qualified proposer which represents the best value to the LIRPC, and subsequently the third and so on if it is deemed necessary and in the best interest of the project and the LIRPC.

### 4.2 Insurance

The successful contractor agrees to procure and maintain at its own expense and without expense to the LIRPC until final acceptance by the LIRPC of the services covered by this contract, insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this contract. The successful contractor shall require that any subcontractors hired carry insurance with the same limits and provisions as provided herein.

Upon execution of this contract, the successful contractor shall furnish the LIRPC with certificates, in a form satisfactory to the LIRPC, showing that it has complied with the insurance requirements detailed herein. The certificates shall provide that the policies shall not be changed or canceled until 30 days written notice has been given to the LIRPC. The endorsements page shall be provided to the LIRPC and shall list the LIRPC, Nassau County, and Suffolk County as an additional insured except with respect to Worker's Compensation and Disability coverage, and the Professional Liability Insurance. This contract shall be void and of no effect unless the successful contractor procures the required insurance policies and maintains them until the LIRPC has given final acceptance of the work. The kinds and amounts of insurance required are as follows:

#### 4.2.1 Workers Compensation and Disability Insurance

The successful contractor shall maintain an insurance policy in accordance with the provisions of the Worker's Compensation Law, Employers Liability, and Disability Benefits. The only forms which are accepted as proof of Workers' Compensation and Disability Benefits Insurance are listed in the tables below. An ACORD form is not an acceptable proof of Workers' Compensation Insurance coverage.

All the required forms, except CE-200, SI-12 and DB-155 must name: The Long Island Regional Planning Council, 1864 Muttontown Road, Syosset, NY 11791, as the *Entity Requesting Proof of Coverage* (Entity

being listed as the Certificate Holder). Additional information can be obtained at the Worker’s Compensation website: <http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

<b>FORM #</b>	<b>WORKERS’ COMPENSATION INSURANCE FORM TITLE</b>
C-105.2	Certificate of Workers’ Compensation Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12	Certificate of Workers’ Compensation Self-Insurance
GSI-105.2	Certificate of Participation in Workers’ Comp Group Self-Insurance

<b>FORM #</b>	<b>DISABILITY BENEFIT INSURANCE FORM TITLE</b>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

#### **4.2.2 General Liability Insurance**

The successful contractor shall maintain a *Commercial General Liability Insurance* policy with a limit of not less than \$2,000,000 for each occurrence. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract).

#### **4.2.3 Professional Liability Insurance**

The successful contractor shall maintain a *Professional Liability Insurance (i.e., Errors and Omissions)* policy with a limit of \$1,000,000 per occurrence. Such insurance coverage shall cover liability arising from failure to perform the services required for this contract, financial loss caused by such failure, and errors or omissions in the services provided.

#### **4.2.4 Automobile Insurance**

The successful contractor shall maintain a *Comprehensive Business Automobile Liability Insurance* policy with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

### **4.3 Suspension or Termination of Contract**

The LIRPC shall have the right to postpone, suspend, abandon, or terminate its contract for this project at its discretion, for any or no reason upon thirty days’ notice, or for cause immediately due to lack of project funds, due to irresponsibility of the contractor, due to breach of contract, or unsatisfactory performance by the contractor or criminal conviction of its principals. Such actions by the LIRPC shall in no event be deemed a breach of contract by the LIRPC. In any of these events, the LIRPC shall make

settlement with the contractor upon an equitable basis as determined by the LIRPC, which shall fix the value of the work which was performed by the contractor prior to the postponement, suspension, abandonment, or termination of the contract.

#### **4.3.1 Suspension of Work for Non-Responsibility**

The contractor shall at all times during the contract term remain responsible. The contractor agrees, if requested by the LIRPC, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The LIRPC, in its sole discretion, reserves the right to suspend any or all activities under the contract, at any time, when it discovers information that calls into question the responsibility of the contractor. In the event of such suspension, the contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the contractor must comply with the terms of the suspension order. Contract activity may resume when the LIRPC issues a written notice authorizing a resumption of performance under the contract.

#### **4.3.2 Termination at Discretion of LIRPC**

If the termination is for the convenience of the LIRPC and is not brought about because of unsatisfactory performance on the part of the contractor, the LIRPC shall consider the following in determining the value of the work performed:

- The ratio of the amount of work performed by the contractor prior to the termination of the contract to the total amount of work contemplated by this contract.
- The amount of the expense to which the contractor was put in performing the work prior to the termination, in proportion to the amount of expense to which the contractor would have been put had it been allowed to complete the total work contemplated by the contract.

In determining the value of the work performed by the contractor prior to the termination, no consideration will be given to profit which the contractor might have made on the uncompleted portion of the work.

#### **4.3.3 Termination due to Unsatisfactory Performance by Contractor**

If the termination is brought about as a result of unsatisfactory performance on the part of the contractor, the value of the work performed by the contractor prior to the termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this contract.

#### **4.3.4 Termination due to Contractor Breach of Contract**

If the LIRPC determines that the contractor has breached a material term of this contract, it shall issue a written notice, providing the contractor with 10 days to correct the defect. If the contractor fails to correct the defect within this time or fails to make a good faith effort to do so as determined by the LIRPC, the LIRPC may terminate this contract for cause.



#### **4.3.5 Termination due to Contractor Criminal Conviction**

The contract shall also provide that in the event the proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the LIRPC shall have the right to terminate the agreement.

#### **4.4 Ownership of Project Products**

Project documents shall at all times be the property of the LIRPC. If the contract is terminated for any reason, the documents and data pertaining to the work on the project shall be deliverable to the LIRPC within 10 calendar days after the receipt of notice of such termination by the contractor or such time as is reasonable thereafter.

#### **4.5 Sub-Contracting**

The contractor shall not enter into any subcontract agreement under the contract without the advance written approval of the LIRPC.

#### **4.6 Minority and Woman Owned Business Enterprises**

The LIRPC is a contractor with New York State and has agreed to comply and cooperate with New York State Empire State Development in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women and contracting opportunities for certified minority- and women-owned business enterprises. The contractor must make good faith efforts to subcontract up to 30% of the contract amount to Minority Owned Business Enterprises (MBE's) and Women Owned Business Enterprises (WBE's).

#### **4.7 Indemnification of LIRPC**

The contractor shall be responsible for all damage to life and property due to activities of the contractor, agents, or employees, in connection with its services under the contract. This obligation is in no way limited by the enumeration of insurance coverage hereunder. Further, it is expressly understood that the contractor shall indemnify and hold harmless the LIRPC, Nassau County, Suffolk County and their respective officers, employees, agents and assigns. Nothing in this RFP or in the contract shall create or give to third parties any claim or right of action against the contractor or the LIRPC such as may legally exist irrespective of this RFP or the contract.

# ATTACHMENT A

## Attachment A -Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the LIRPC, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the LIRPC, offers the best value to the LIRPC and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the proposal.

Use additional space if necessary to fully answer the following questions:

Date: \_\_\_\_\_

1) Proposer's (Business') Legal Name: \_\_\_\_\_

2) Address of Business: \_\_\_\_\_

List all other business addresses used within last five years:

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

3) Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Does the business own or rent its facilities? \_\_\_\_\_

4) Phone: \_\_\_\_\_

5) Federal Tax I.D. Number or Social Security Number: \_\_\_\_\_

6) Dun and Bradstreet Number: \_\_\_\_\_

7) The proposer is a (check one):

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Other \_\_\_\_\_

(Describe) \_\_\_\_\_

8) Does this business share office space, staff, equipment or expenses with any other business?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please provide details: \_\_\_\_\_

\_\_\_\_\_

9) Does this business control one or more other businesses? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please provide details: \_\_\_\_\_

\_\_\_\_\_

10) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, provide details. \_\_\_\_\_

\_\_\_\_\_

11) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with LIRPC or any other government entity terminated? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

\_\_\_\_\_

12) Has the proposer, during the past seven years, been declared bankrupt?

Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets:

\_\_\_\_\_

13) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past five years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, provide details for each such investigation:

\_\_\_\_\_

\_\_\_\_\_

14) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past five years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, provide details for each such investigation.

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15) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No \_\_\_\_\_ Yes \_\_\_\_\_

If Yes, provide details for each such charge. \_\_\_\_\_

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b) Any misdemeanor charge pending? No \_\_\_\_\_ Yes \_\_\_\_\_

If Yes, provide details for each such charge. \_\_\_\_\_

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c) In the past 10 years, been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No \_\_\_\_\_ Yes \_\_\_\_\_

If Yes, provide details for each such conviction. \_\_\_\_\_

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d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No \_\_\_\_\_ Yes \_\_\_\_\_

If Yes, provide details for each such conviction. \_\_\_\_\_

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e) In the past five years, been found in violation of any administrative, statutory, or regulatory provisions? No \_\_\_\_\_ Yes \_\_\_\_\_

If Yes, provide details for each such occurrence. \_\_\_\_\_

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16) In the past five years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No \_\_\_\_\_ Yes \_\_\_\_\_

If Yes, provide details for each such instance. \_\_\_\_\_

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17) For the past five tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No \_\_\_\_\_ Yes \_\_\_\_\_

If Yes, provide details for each such year. \_\_\_\_\_

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18) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of the LIRPC.

(ii) Any family relationship that any employee of your firm has with any LIRPC member or officer that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of the LIRPC.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of the LIRPC.

b) Please describe any procedures your firm has, or would adopt, to assure the LIRPC that a conflict of interest would not exist for your firm in the future.

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19) Proposers must include the following additional business information on a separate sheet(s):

- a. Business name, address, and date of formation;
- b. Names and positions of all officers and directors;
- c. State and date of incorporation (if applicable);
- d. Number of employees;
- e. Annual revenue;
- f. Copies of all relevant state and local licenses and permits.

20) Proposers may also provide any additional and appropriate information which would be helpful in determining the proposer's reliability and capacity to perform the services requested in this RFP.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the LIRPC in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the LIRPC will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business (proposer).

Name of submitting business: \_\_\_\_\_

By: \_\_\_\_\_

Print name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_

Notary Public