

Town of Riverhead

Suffolk County, New York

TOWN OF RIVERHEAD



REQUEST FOR PROPOSALS

FOR UPDATE OF TOWN FRESHWATER WETLAND INVENTORY MAP

Sealed Proposals Must be Received
In the Office of the Town Clerk
200 Howell Avenue
Riverhead, New York 11901
On or Before 11:00 A.M. on September 13, 2018

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I. INTRODUCTION

The Town of Riverhead is looking for a qualified person/entity with the requisite knowledge and expertise in freshwater wetland identification to update its 1978-1979 Freshwater Wetland Inventory Map. It is estimated that there could be as many as 110 parcels containing freshwater wetlands that range in size from ½ acre up to one acre in size that have not been mapped. In addition to the US Fish & Wildlife National Wetland Inventory Map and the NYSDEC Freshwater and Tidal Wetland Inventory Map, the Town of Riverhead maintains an official wetland map which depicts many of the wetlands inventoried on the Federal and State maps. The classification of freshwater wetlands and procedure for updating the map are more fully described in IV. "Specifications" set forth below.

II. NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **September 13, 2018 at 11:00 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for a qualified persons/entities with the requisite knowledge and expertise in freshwater wetland identification to update its 1978-1979 Freshwater Wetland Inventory Map. As set forth above and more fully described below, it is estimated that there could be as many as 110 parcels containing freshwater wetlands that range in size from ½ acre up to one acre in size that have not been mapped and must be included and made part of the update of the 1978-1979 Freshwater Wetland Inventory Map. Specifications and guidelines for submission of proposals are available on the Town website at www.townofriverheadny.gov click on bids beginning **August 16, 2018**.

Each proposal must be submitted in a sealed envelope clearly marked "**REQUEST FOR PROPOSALS FOR UPDATE OF TOWN FRESHWATER WETLAND INVENTORY MAP**".

Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on September 13, 2018**.

This Request for Proposals is not an offer or a binding commitment to enter into an Agreement for the sale, lease or contract on the part of the Town. The Town retains the right to postpone or cancel the Request for Proposals or to reject all proposals if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK

III. INSTRUCTION TO BIDDERS

1. General Instructions

The Town of Riverhead (hereinafter referred to as "Town" or "Town of Riverhead") seeks proposals from individuals/entities with experience and qualifications in all aspects necessary for update of the Town's 1978-1979 Freshwater Wetland Inventory Map.

All individuals/entities seeking to submit a proposal shall be responsible to carefully examine the proposal bid specifications. These specifications require the doing of all things necessary or proper for, or incidental to, including but not limited to, materials, equipment, labor, record keeping, for the update of the Town's 1978-1979 Freshwater Wetland Inventory Map. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these bid specifications; and the vendor/bidder shall perform the same as though they were specifically mentioned, described and delineated. Read all documents contained in the bid specifications.

All individuals/entities seeking to submit a proposal are responsible for submitting their proposal to the appropriate location at or prior to the time indicated in the specifications. **No bids/proposals will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit a proposal. Delay in mail delivery is not an exception to the receipt of a proposal.

A copy of the official request for proposal/bid documents may be obtained at the Town's website: www.townofriverheadny.gov. In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or request for proposal are posted on the Town website referenced above-log and scroll to bid for **REQUEST FOR PROPOSALS FOR UPDATE OF TOWN FRESHWATER WETLAND INVENTORY MAP.**

It is incumbent upon all potential individuals/entities seeking to submit a proposal to view all posted addenda prior to the request for proposal/bid close date.

Any questions or clarification to the specifications or technical specifications must be submitted in writing to the Town Building & Planning Administrator, Jefferson Murphree, by email to: murphree@townofriverheadny.gov on or before 4:00 pm on August 30, 2018, **unless otherwise stated*. Verbal questions will not be entertained.**

All individuals/entities seeking to submit a proposal must submit one original proposal/bid. The original must be sealed and clearly marked "**REQUEST FOR PROPOSALS FOR UPDATE OF TOWN FRESHWATER WETLAND INVENTORY MAP.**" All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the New York State General Municipal Law. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive. Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, or unresponsiveness.

If applicable, samples may be requested by the Town for the purpose of product evaluation. It is understood that samples will be provided at **no** charge to the Town and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.

The Building & Planning Administrator, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. As stated above, any changes shall be posted as an addendum on the following website: www.townofriverheadny.gov. The Town reserves the right to reject all bids, parts of all bids, or all bids for any one or more items or contractual services included in the proposed contract, when such rejection is in the best interest of the Town. The contract will be awarded to the responsible bidder(s) providing lowest price or best value based upon the totality of the bidder's presentation regarding the Update to the Town's 1978-1979 Freshwater Wetlands Inventory/Map, with emphasis on the experience of the bidder with same or similar projects described in this request for proposal, equipment and personnel necessary to adhere to and complete the project in a timely manner, price, and past experience with contracts with the State of New York, County of Suffolk and/or political subdivisions and corporate municipal instrumentalities of the State of New York. A responsible bidder is a vendor who has demonstrated judgment and integrity, is of good reputation, experienced in his/her work, whose record of past performance is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its contractual relations.

No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening. Any bidder who does not honor their bid within the forty-five (45) days may be barred from bidding in any jurisdiction in New York State.

By submission of this proposal/bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

2. Modification to Proposal/Bid

Any changes, amendments or modifications to a proposal/bid must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal/bid. Changes, amendments or modifications to proposals/bids shall not be accepted or considered after the hour and date specified as the deadline for submission of bids.

3. Proposal/Bid Costs and Expenses

The Town of Riverhead will not pay any costs incurred by any Consultant associated with any aspect of responding to this request for proposals/bid, including preparation of the response to the request for proposals, printing or delivery, or negotiation process.

4. Expiration Date for Fee/Price Quotes

Fees/prices quoted in the proposal response shall remain fixed and binding on the Consultant for at least six months (6mo) year from the date of the response to the request

for proposals and in the event that the Consultant is selected and enters into a professional services agreement with the Town all fees/prices shall be binding as set forth in such professional services agreement. The Town of Riverhead reserves the right to ask for an extension of time if needed.

5. Non-Conforming Bids/Responses to Request for Proposals

Responses to the request for proposals which are non-conforming will not be considered. Non-conforming shall be defined as those that do not meet the requirements of the specifications. The determination of whether a requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

6. Discrepancies and Omissions

The Consultant is fully responsible for the completeness and accuracy of their proposal/bid, and for examining the specifications set forth herein and all addenda. Failure to do so will be at the sole risk of Consultant. Should Consultant find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for proposals, the Consultant shall notify the Town Clerk of the Town of Riverhead, in writing, of such findings at least five (5) days before the opening of the proposals/bids. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of a Consultant's proposal upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the proposals/bids.

7. Town's Right to Reject Proposals/Bids

The Town reserves the right to accept or reject any or all responses/bids or any part of any response/bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or Consultant's response), to sit and act as sole judge of the merit and qualifications of each service offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed specifications as the Town may deem necessary in the best interest of the Town or to negotiate the terms of the proposal.

8. Town's Right to Cancel Solicitation/Proposal

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any Consultant.

9. Notification of Withdrawal of Proposal/Bid

A Consultant may modify or withdraw its proposal/bid by written request, provided that both bid and request is received by the Town prior to the due date. Proposals/bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Proposals/bids become the property of the Town at the submission deadline. All proposals/bids received are considered concrete offers at that time.

10. Exceptions to the Proposal/Bid Specifications

Any exceptions to the Specifications or the Town's terms and conditions, must be highlighted and included in the proposal/bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

11. Award of Contract

The final award of a professional services agreement is subject to approval by the Town. The Town has the sole right to select the successful Consultant for award, to reject any proposal/bid as unsatisfactory or non-responsive, to award a professional services agreement to other than the lowest priced proposal/bid, to award to one individual/Consultant, or not to enter into a professional services agreement. The Town will evaluate and consider a variety of factors, including reputation and professional qualifications of the individual/Consultant ; experience providing similar services based on reference of former and/or current New York municipal clients; and, annual fees for services. Note, the Town shall adopt a resolution to determine the proposal deemed in the best interests of the Town and authorize an agreement for professional services and no Consultant who shall have submitted a proposal/bid shall acquire any legal or equitable rights or privileges until the full execution of a professional services agreement between the Town and successful Consultant. The Consultant will be expected to sign a standard Professional Services Agreement Form with the Town of Riverhead incorporating the terms of this request for proposal and the Consultant's response to this request for proposal. If the Consultant selected does not execute an agreement within thirty (30) days after the award of the proposal, the Town of Riverhead reserves the right to award the agreement to the next qualified Consultant.

12. Terms and Conditions

The term of the agreement between the Town and the successful Consultant shall be for such limited time to complete the services described in the bid specifications.

13. Status as Independent Contractor

The services identified above shall be performed by the municipal advisor/successful Consultant as an independent contractor and NOT as an employee of the Town of Riverhead and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. As such, the Town and successful Consultant shall each responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. In addition, neither the Town nor the successful Consultant shall be liable for any debts, accounts, obligations or other liability whatsoever of the other or any other obligation to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

14. Rights to Documents or Data

All information and data, regardless of form, generated in the performance of, or delivered under a professional services agreement, as well as any information provided to the Consultant by Town, shall be and remain the sole property of Town. The Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing the terms of the professional services agreement, except with Town's prior written approval. In the event that the legal right in any data and information

generated in the performance of the professional services agreement does not vest in Town by law, the Consultant shall agree and assign to Town such legal rights in all such data and information. Note, a provision, drafted to survive termination of any agreement entered into between the Town and Consultant, will be included in the professional services agreement that final payment shall not be due until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under the agreement, and receipt of all information and data which is the property of Town.

15. Publicity

The Consultant shall not; without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into an agreement with the Consultant, except to the extent required to complete scope of services identified in a professional services agreement. Except as set forth above, the Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, written material of any kind without the prior written consent of at least three members of the Town board or by resolution of the Town Board, except to the extent that the Consultant determines it necessary to retain the services of a third party either described in the specifications or identified in the Consultant's response. The Consultant may release the documents, data, and such other written material provided said third party executes a confidentiality agreement in favor of the Town.

16. Assignment and Subcontracting

Performance of any part of the services identified in this request for proposal and any subsequent professional services agreement may not be subcontracted nor assigned without, in each case, the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

17. Termination

A provision will be included in the professional services agreement that provides that the professional services agreement may be terminated at any time by either party upon 30 days written notice to the other party and, in the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under any such agreement.

18. Records

The Consultant shall keep accurate records of the time spent in the performance of services identified in this request for proposal and any subsequent professional services agreement. The Town shall, until the expiration of seven years after final payment under any such agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant involving transactions related to any such agreement.

19. Compliance with Laws

The Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services, including any and all licensing or registration requirements to perform the services identified in these specifications and any subsequent professional services agreement.

20. Insurance, Indemnity and Liability

The Consultant shall carry professional liability insurance, comprehensive general liability insurance and, if applicable, worker's compensation insurance. The Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant related to this request for proposal and, in the event the Town and Consultant enter into a professional services agreement, services or acts identified or related to the services set forth in the agreement, however, it is agreed and understood that the Town releases and holds harmless Consultant and its personnel from any claims, liabilities costs, and expenses from misrepresentations or incorrect information supplied by the Town related to the services identified in any such professional services agreement.

IV. BID SPECIFICATIONS

1. Scope of Services

As stated above, the Town seeks to retain the services of an Individual/Consultant and enter into a professional services agreement a qualified person with the requisite knowledge and expertise in freshwater wetland identification to update its 1978-1979 Freshwater Wetland Inventory Map. The Town of Riverhead recognizes the importance, value and impact wetlands, wetland protection and wetland preservation has on the environment and general welfare of its residents. The Town has adopted local laws which identify the major benefits of wetlands, including but not limited to, flood and storm water control (absorb, store, and slow down the movement of rain minimizing flooding); groundwater protection (maintain flow in rivers, ponds and lakes absorbing pollutants and reducing turbidity; preservation of habitat for fish and wildlife; and, areas for recreation and education. These local laws also restrict/regulate activities that encroach upon, spoil, harm and otherwise threaten our tidal wetlands, freshwater wetlands, watershed lands, and other natural resources and processes associated with wetlands.

While the location and boundaries of all wetlands often change over time, often due to development, nearby land uses and the forces of nature, in the past two-three years, the Town, through the application for planning and/or building permit processes, has been made aware of the existence of freshwater wetlands that had not been inventoried on the Town's map but nevertheless "fit" the definition of freshwater wetland. It is estimated that there could be as many as 110 parcels containing freshwater wetlands that range in size from ½ acre up to one acre in size that have not been mapped.

The Town of Riverhead is looking for a qualified person/entity with the requisite knowledge and expertise in freshwater wetland identification to update its 1978-1979 Freshwater Wetland Inventory Map.

Wetland mapping typically requires inspection of existing known records, including Town's 1978-1979 Freshwater Wetland Inventory Map; US Fish & Wildlife National Wetland Inventory Map, and NYSDEC Freshwater and Tidal Wetland Inventory Map,

and records and reports relating to identification/location of soil types and hydrology, and aerial inspection of topographic conditions that are indicative of supporting wetland features. In addition to above, field inspection, walking through the suspected area and examination of site conditions. During the field work soil, hydrology and vegetation are sampled and wetland/upland boundaries refined and wetland types are classified using the federal wetland classification system.

It should also be noted that the Planning Department developed a "wetland delineation guidance document" that provides an applicant with an acceptable method to delineate the wetland boundary and better assessment of development limitations recommended by the Town's Conservation Advisory Counsel. While this wetland guidance document is based on the methods used by the USFWS and NYSDEC, allowing for a standard applicable to State and Federal permit requirements, it has not yet been officially adopted by any of the Town Board or incorporated into the Town Code. That said, the methods used in the guidance document should be utilized and incorporated in the update of the freshwater wetland inventory. An official adoption of the wetland guidance document, would clarify and perhaps simplify the method by which any future wetland inventories may be updated. In addition, procedures to amend the Town's wetland inventory are described under Town Code pursuant to Chapter 295-13.

As technology today has been significantly improved since the 1978-79 inventory, including GIS system improvements, aerial drones providing accurate photographic imagery, the Town requires a description of the technologies to be used to update the freshwater wetlands during inventories and the ability for the Town to electronically store for assessing future wetland characteristics (impacts by sea level rise, filling/dredging, stormwater controls, etc.).

2. Definitions

The Town of Riverhead Town Code defines Freshwater Wetlands as:

"Lands and waters as indicated on, but not limited to, the Freshwater Wetlands Map for Suffolk County promulgated by the Department of Environmental Conservation pursuant to the Freshwater Wetlands Act and the Riverhead Freshwater Wetlands Inventory (1979), as may be amended from time to time, which contain any or all of the following:

a. Lands and submerged lands commonly called "marshes," "swamps," "sloughs," "bogs," "streams" (whether natural or altered), and "flats" supporting aquatic or semiaquatic vegetation of the following types:

(1) Wetland trees, which depend upon seasonal or permanent flooding or sufficiently waterlogged soils to give them a competitive advantage over other trees, including, among others, red maple (*Acer rubrum*), willows (*Salix* spp.), tupelo (*Nyssa sylvatica*), black spruce (*Picea mariana*), swamp white oak (*Quercus bicolor*), green ash (*Fraxinus pennsylvanica*), black ash (*Fraxinus nigra*), silver maple (*Acer saccharinum*), American elm (*Ulmus americana*) and larch (*Larix laricina*);

(2) Wetland shrubs, which depend upon seasonal or permanent flooding or sufficiently waterlogged soils to give them a competitive advantage over other shrubs, including, among others, alder (*Alnus* spp.), buttonbush (*Cephalanthus occidentalis*), bog

rosemary (*Andromeda glaucophylla*), dogwoods (*Cornus* spp.), leatherleaf (*Chamaedaphne calyculata*), swamp azalea (*Rhododendron viscosum*), sweet pepperbush (*Clethra alnifolia*), and spice bush (*Lindera benzoin*);

(3) Emergent vegetation, including, among others, cattails (*Typha* spp.), pickerelweed (*Pontederia cordata*), bulrushes (*Scirpus* spp.), arrow arum (*Peltandra virginica*), arrowheads (*Sagittaria* spp.), reed (*Phragmites australis*), wildrice (*Zizania aquatica*), bur-reeds (*Sparganium* spp.), purple loosestrife (*Lythrum salicaria*), swamp loosestrife (*Decodon verticillatus*), water plantain (*Alisma plantago-aquatica*) and sedges (*Carex* spp.);

(4) Rooted, floating-leaved vegetation, including, among others, waterlily (*Nymphaea odorata*), watershield (*Brasenia schreberi*), and spatterdock (*Nuphar* spp.);

(5) Free-floating vegetation, including, among others, duckweed (*Lemna* spp.), big duckweed (*Spirodela polyrhiza*), and watermeal (*Wolffia* spp.);

(6) Wet meadow vegetation, which depends upon seasonal or permanent flooding or sufficiently waterlogged soil to give it a competitive advantage over other open land vegetation, including, among others, sedges (*Carex* spp.), rushes (*Juncus* spp.), cattails (*Typha* spp.), rice cutgrass (*Leersia oryzoides*), reed canarygrass (*Phalaris arundinacea*), swamp loosestrife (*Decodon verticillatus*) and spike rush (*Eleocharis* spp.);

(7) Bog mat vegetation, including, among others, sphagnum mosses (*Sphagnum* spp.), bog rosemary (*Andromeda glaucophylla*), leatherleaf (*Chamaedaphne calyculata*), pitcher plant (*Sarracenia purpurea*), and cranberries (*Vaccinium macrocarpon* and *V. oxycoccus*);

(8) Submergent vegetation, including, among others, pondweed (*Potamogeton* spp.), naiads (*Najas* spp.), bladderworts (*Utricularia* spp.), wild celery (*Vallisneria americana*), coontail (*Ceratophyllum demersum*), watermilfoils (*Myriophyllum* spp.), muskgrass (*Chara* spp.), stonewort (*Nitella* spp.), waterweeds (*Elodea* spp.), and water smartweed (*Polygonum amphibium*);

b. Lands and submerged lands containing remnants of any vegetation that is not aquatic or semiaquatic that has died because of wet conditions over a sufficient long period, provided that such wet conditions do not exceed a maximum seasonal water depth of six feet, and provided further that such conditions can be expected to persist indefinitely, barring human intervention;

c. Lands and waters substantially enclosed by aquatic or semiaquatic vegetation as set forth in Subsection **A** or by dead vegetation as set forth in Subsection **B**, the regulation of which is necessary to protect and preserve the aquatic and semiaquatic vegetation; and

d. The waters overlying the areas set forth in Subsections **A** and **B** and the lands underlying the areas in Subsection **C**.”

V. PROPOSAL/BID INFORMATION/FORMAT

Information Required for Submission of Proposal

1. The bid proposal must be signed by an authorized representative of the company/Consultant and must address all the items. The failure to respond to any request for information may result in rejection of the bid at the sole discretion of the Town. Note, if it becomes necessary to revise any part of this Request for Proposals or otherwise provide additional information, an addendum will be issued by the Town Clerk and furnished to all Consultants on record; any such addendum will also be posted on the Town's web site www.townofriverheadny.gov. Bidders are advised to check the web site 48 hours in advance of the scheduled Request for Proposals opening to check for any addenda to the Request for Proposal. In addition, all proposals become the property of the Town of Riverhead and are subject to disclosure pursuant to the Town's Procurement Policy and in compliance with the State of New York's Freedom of Information law.

2. In order to simplify the evaluation process and obtain maximum comparability, the Town requires all Consultants to submit proposals in the format set forth below (2)(a-o). Any deviation from this format may result in disqualification of the proposal.

a. Title Page, including name of Consultant, address, telephone number, e-mail address and web address of the Consultant (if available), name of contact person, date of submission.

b. Letter of Transmittal (not to exceed 4 pages) - Briefly state the proposer's understanding of the work to be done; technique and technologies to identify and map wetlands; and type of report and ability to store data electronically for future use, estimated time to complete work, *if awarded identify employee(s)/staff assigned to complete work, approximate time all work completed and such other information/goals to meet the needs of the Town. The proposal may include additional services or items not identified in the Specifications. Note, an Individual authorized to contractually bind the Consultant must sign the letter

c. Table of Contents - Include a clear identification of the information requested by section and page number.

d. Professional Experience - Describe the Consultant's experience with local governments in New York performing the services set forth in the Scope of Service during the past five years. Please provide the name, address, and telephone number of for at least (5) New York municipal client references, which the Town may contact.

e. Identify the supervisory and key personnel that will be assigned to the Town of Riverhead and provide copies of the curriculum vitea and/or resumes of supervisory staff to be assigned. Please identify the specific municipal education and certification, training, and experience of the Supervisory staff assigned to the Town.

f. Compensation - Please identify all costs related to the performance and completion of the Scope of Services.

- g. Describe what professional liability insurance the Consultant carries. Note, in addition to the requirement for professional liability insurance, the Town will require comprehensive general liability Insurance in an amount of two million dollars and other such insurances described below. The Town of Riverhead will require that the successful Consultant name the Town as an additional insured on policy for professional liability insurance and comprehensive general liability. Insurance certificates must be filed with the Town prior to the commencement of work. (See also General Bid Specifications labeled “Status as Independent Contractor” and “Insurance Indemnity and Liability”)
- h. Additional Information - Provide additional information, not specifically requested previously, considered necessary for fair evaluation of the proposal.
- i. Identify and provide a list of any exceptions to the Bid Specifications or the Town’s terms and conditions.
- j. Complete and attach original forms labeled “Bidder Qualifications” and “Disclosure of Prior Non-responsibility Determination”.
- k. Complete and attach original form labeled “Affirmation of Understanding and Compliance”.
- l. Complete and attach original form labeled “General Municipal Law - section 103-a and 103-b”.
- m. Complete and attach original form labeled “Grounds for Cancellation of Contract by Municipal Corporations”.
- n. Complete and attach original form labeled “General Municipal Law– section 103-d (Non-Collusive Bidding Certificate).
- o. Complete and attach original form labeled “Iran Divestment Act Certification”.

VI. BIDDER QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

Section A.

1. Name of Offeror/Organization:

2. Main Office Address:

3. When Organized:

4. If a Corporation, Indicate State Incorporated In:

5. **NAME OF PARTNERS**

ADDRESS OF PARTNERS

(If Bidder is a CONSULTANT, state here the name and address of each member thereof)

If Bidder is a CORPORATION, complete the information below:

Name and Address of President:

Name and Address of Vice President:

Name and Address of Secretary:

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an amount of 5% or more? Yes/No _____

If yes, please provide:

Name:

Address:

Section B.

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

Amount of Contract:

Date Completed:

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No _____

2. Have you ever defaulted on a contract? Yes/No ____ If yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No _____

If yes, state name of Consultant, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No _____ If yes, state name and reason:

5. In what other lines of business are you financially interested?

6. Who will personally supervise this contract?

Name and Phone Number

Title

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No _____

8. Provide names and phone numbers of local (Long Island) government references:

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night: _____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

- a. Table of Organization of the CONSULTANT showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONSULTANT.

b. Proof of financial capability and a detailed financial statement.

Section D.

(*Delete phrases that are not applicable)

I, _____ the *(applicant herein),
(an officer or agent of the corporate applicant) namely its _____, (list
corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>
_____	_____	_____
_____	_____	_____

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Legal Name of Person/Consultant/Corporation

By: _____

VII. AFFIRMATION OF UNDERSTANDING AND COMPLIANCE

Name/Title of Procurement Contract Related to Offer: _____

_____ hereby affirms that it has read and understands the Town of Riverhead guidelines regarding its policy concerning Contacts during a Town Procurement, and agrees to comply with Town of Riverhead's procedures relating to this policy during the Town of Riverhead's procurement.

Date: _____ 20__

Name of Officer: _____

Address: _____

Name and Title of Person Signing the Affirmation

VIII. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b

GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a) such person, and any Consultant, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,

- b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any Consultant, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name: _____

Signed by: _____

Title: _____

Date: _____

IX. GENERAL MUNICIPAL LAW – SECTION 103-d

Non-Collusive Bidding Certificate

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

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

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: _____

Date: _____

Affix corporate seal if contractor is a corporation.

X. IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____