

**Town of Riverhead**  
**Suffolk County, New York**

**TOWN OF RIVERHEAD**



**Request For Proposals For Third Party Property  
Management Company to Operate and Monitor the Town of  
Riverhead Mortgage in Default Ordinance**

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 December 5, 2018**

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Attachment No. 1 – Town of Riverhead Local Law, Chapter 301, Article XLIV  
Mortgage in Default Registry

## I. 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 December 5, 2018 at 11:00 o'clock am, prevailing time, for:

### **REQUEST FOR PROPOSALS**

The Town of Riverhead is seeking proposals for selection of a third party management company to operate the Town of Riverhead Mortgage-in Default Ordinance.

Specifications and guidelines for submission of proposals are available on the Town website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov), click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning November 8, 2018.

Each proposal must be submitted in a sealed envelope clearly MARKED "**RFP FOR PROPERTY MANAGEMENT COMPANY TO OPERATE THE TOWN OF RIVERHEAD MORTGAGE-IN-DEFAULT ORDINANCE**". Proposals must be received by the Office of the Town Clerk by no later than 11:00 am on December 5, 2018.

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP 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**

## II. INSTRUCTIONS TO BIDDERS

### I. DEFINITIONS

The following terms and expressions used in this document shall be understood as follows:

1. Wherever the word "Town" is used, it shall be understood to mean the Town of Riverhead, New York.
2. Wherever the word "Vendor", "Bidder", or "Proposer" is used, it shall be understood to mean the party or company interested in providing a service to the Town.
3. Wherever the word "Contractor" or "Consultant" is used, it shall be understood to mean the party engaged to perform all work described herein.
4. Wherever the word "Administrator" is used, it shall be understood to mean the Contract Administrator of the Town of Riverhead or his duly appointed successor, or representative, acting within the scope of the duties entrusted to them and as stated in the contract.
5. Wherever in the specifications appear the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement or permission of the Administrator is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved or acceptable or satisfactory to the Administrator.
6. Wherever the word "Contract" or "Contract Documents" is used, it shall mean and include this Request for Proposal, contract, advertisement, information for bidders, proposal, contract provisions, specifications, plans, agreement, addenda, and bonds (if applicable).

### GENERAL INFORMATION

#### A. PURPOSE

The purpose of this request for proposal is to select a third party property management company to operate the Town of Riverhead's Mortgage-In-Default Ordinance.

#### B. PROPOSAL SUBMISSION

1. The sealed proposals must be submitted not later than 11:00 a.m. on WEDNESDAY, December 5, 2018 to Town Clerk, Town of Riverhead, 200 Howell Avenue, Riverhead, NY 11901.
2. One (1) original and (4) bound copies of the TECHNICAL PROPOSAL shall be delivered in a sealed envelope and must be marked clearly prominently on the outside **"Property Management Company To Operate The Mortgage-In-Default Ordinance"** and delivered to the Town of Riverhead Town Clerk at the above address. No exceptions shall be granted.

3. Proposal may be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.
4. Proposals will be handled confidentially by the Town during the pre-award process.
5. The proposal shall be binding for a period of forty-five (45) days from the due date for submission.
6. The Town of Riverhead will not be responsible for any expenses incurred by a bidder in connection with this procurement.
7. If necessary, interviews will be scheduled by the Evaluation Committee with one or more of the proposers.

### C. PROCUREMENT SCHEDULE

This Request for Proposal will follow the following tentative schedule:

#### 1. QUESTIONS

Any questions regarding this Request for Proposal should be directed to the Robert F. Kozakiewicz, Town Attorney, in writing via email at [rfk@townofriverheadny.gov](mailto:rfk@townofriverheadny.gov). All questions must be received by 2:00 p.m. on November 28, 2018. Inquiries received after 2:00 p.m. on December 5, 2018 may not be responded to.

#### 2. ADDENDA

Responses to questions will be issued in the form of an Addendum. It shall be the responsibility of each Contractor to ensure that their proposal is inclusive of all Addenda. Failure to acknowledge all Addenda may result in rejection of a proposal as non-responsive.

#### 3. PUBLIC OPENING

Sealed Proposals are due no later than December 5, 2018 at 11:00 a.m. (For further information see Section I – General Information). No exceptions shall be granted.

### III. GENERAL CONDITIONS

- A. No verbal information to bidders will be binding on the Town. The written specifications will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the specifications will be made in the form of written addenda which will be mailed, emailed and/or faxed to all bidders. These addenda shall then be considered to be part of these specifications.
- B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the specifications.
- C. The Town of Riverhead reserves the right to reject any and all proposals submitted and to request additional information from any Proposer and the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the Town of Riverhead. The Town may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the Town may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. A proposer may then be requested to provide a best and final offer with new pricing based on the negotiations. Proposals may be rejected and negotiations terminated based on the negotiations. Award will be based on the offers submitted, as well as any and all negotiations conducted. The Town further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the Town.
- D. The award will be made to that responsive and responsible proposer whose proposal, conforming to specifications, will be most advantageous to the Town; price and other factors considered, such as delivery time, quality, service, etc. The award may or may not be made to the firm with the lowest cost.
- E. The Town shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the Town and the Proposer. Any such adjustments in price shall be made in writing.
- F. After notice from the Town, the selected bidder has fifteen business (15) days to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the Town reserves the right to retract the Notice of Award and enter into a contract with another proposer.
- G. Proposals must be written in ink or typewritten. Unsigned proposals will not be accepted. Proposers are expected to examine all instructions, specifications, drawings, sites, installation, etc. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Town upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Town or who had failed to faithfully perform any previous contract with the Town. Where work is to be performed by a subcontractor, the bidder must name that the proposer is fit and capable to perform the required work.

I. Unless otherwise specified, all formal proposals submitted shall be binding for forty five (45) calendar days following the bid opening date and may be extended at the agreement of both parties.

The Commissioner of General Services or her designee, has the sole responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to bid, purchase order or other award issued by the Town of Riverhead

No other Town officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the Town of Riverhead for indebtedness.

Any purchases contrary to these provisions and authorities shall be void and the Town shall not be bound thereby.

J. The Consultant shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, Town and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

K. Each vendor is required to be in compliance with all Federal, State and Local rules, laws, ordinances and requirements.

L. A contract may be canceled by the Town by giving the Consultant written notice of intent to cancel.

M. This Request for Proposal is governed by, and will be construed and enforced in accordance with the laws of the State of New York without regard to any conflict of laws provisions.

N. Proposers will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Contractor will take affirmative action to ensure that applicants and employees are treated fairly during employment without regard to race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

O. In the event that sufficient funds are not appropriated by the Town of Riverhead, New York; or, if appropriated, are not allocated or available; or, in the event the amounts due hereunder are to be paid with funds given to the Town by another private or government entity, and such funds are not sufficient for continuation of this agreement during any fiscal year after the Town's first fiscal year; the Town may, without breach, upon written notice to the Proposer, terminate the contract in whole or in part.

P. The Consultant shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of government, quarantine restrictions, general strikes throughout the trade, or by freight embargoes not caused or participated in by the Consultant. The Consultant shall have charge and control of the entire work until completion and acceptance of the same by the Town.

Q. The Consultant shall alone be liable and responsible for, and shall pay for, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work. The Consultant shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assume the defense of and indemnify and hold harmless the Town, its employees, agents, officials, representatives, attorneys, and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this project and/or the performance hereof, including but not limited to payment of all fees for its/their attorneys and all incidental litigation expenses in the event the Town or any of its employees, agents, officials, representatives, attorneys, and assigns are sued upon a claim emanating or supposedly emanating from the execution and/or performance thereof, whether or not the Town or any of its employees, agents, officials, representatives, attorneys, and assigns are held liable. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. The proposer, prior to commencing work, shall provide, at its own expense, certificates of insurance as per the enclosed requirements.

S. Consultant shall not, without written consent of the Town, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the Town shall render this agreement null and void.

T. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary

proceedings in bankruptcy or insolvency or receivership taken by or against Consultant, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

U. Shareholders and/or partners of bidder may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of bidder to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this agreement, approval thereof shall be required. Consent to any such transfer shall only be refused if the Town finds that the transferee is lacking in experience and/or financial ability to render and provide services.

V. The Town of Riverhead Purchasing Office is the sole entity authorized to provide this RFP package to interested companies or individuals. Firms who are working from a RFP package obtained from any other source may have an incomplete set of documents. The Town assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package.

W. Firms who have received the RFP package from a source other than the Town's Purchasing Office are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all RFP related communications and documents including addenda.

X. The Town reserves all rights with respect to this RFP, including but not limited to the following:

1. This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel this RFP or to reject all proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby. The Town further reserves the right to reject any proposal that is, in the Town's sole discretion, determined to be incomplete, non-responsive, purports to alter any required terms or conditions of this RFP, or that contains any other irregularities.

2. The Town may make such investigation as the Town deems necessary to determine the responsibility of any bidder or to verify the ability of any bidder to perform the services detailed in the specifications within the goals and time parameters set forth herein. The Town reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town that the bidder is responsible or is qualified and capable of carrying out the obligations of the Contract.

3. Upon acceptance of a proposal, the Town shall, by letter, officially notify the successful bidder of said acceptance and, prior to the award of the Contract, enter into negotiations with the successful bidder. The Town retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the

successful bidder's proposal should the Town be unable to conclude the negotiations within thirty (30) business days following the official notification of acceptance.

4. Once negotiations have been completed, the Town will pass a resolution awarding the Contract, and the successful bidder will be required to sign the Contract and provide evidence of insurance and any additional documentation required by the Town. If the successful bidder refuses, fails, or neglects to sign the Contract or to provide evidence of required insurance or any other documentation required by the Town within ten (10) business days of receipt of a Notice of Award from the Town, the bidder shall be considered to have abandoned the Contract, and the Town shall have the right to rescind the award of the Contract.

5. The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All proposals become the property of the Town upon submission.

**NOTE: THE TOWN WILL NOT REIMBURSE ANY FIRMS FOR ANY COSTS ASSOCIATED WITH THE PREPARATION OF THEIR PROPOSAL**

## **IV. SPECIFICATIONS**

### **A. BACKGROUND**

As a result of the present mortgage foreclosure crisis, the Town of Riverhead has faced challenges in identifying and locating owners of foreclosing properties who can maintain the properties that are in the foreclosure process or that have been foreclosed.

In order to properly address this problem, the Town of Riverhead enacted Town Code Sections 301-346 through 301-356, which established a Mortgage-In-Default registration process to identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighted conditions that occur as a result of foreclosure.

### **B. SCOPE OF WORK**

1. Consultant shall follow the requirements of the Town of Riverhead Town Code Sections 301- 346 through 301-356, a copy of which is included herein as Attachment No. 1.
2. Consultant will execute a Website link Agreement with the Town and meet all of the Town's security and anti-viral requirements prior to the commencement of any work.
3. Consultant agrees to provide a website for the registration of each foreclosed property in order to enable compliance with the Town's Code within 30 days of a fully executed contract with the Town of Riverhead.
4. Consultant will proactively contact those that file a public notice of default, foreclosure action, and/or take title to real property via foreclosure or any other legal means, within 30 days of said action. Consultant shall also refer to the Long Island Profiles for a listing of all properties in Lis Pendens.
5. Consultant will provide electronic registration for applicants of foreclosed properties in violation of the applicable Town ordinance.
6. Consultant will pay for all expenses related to registration of all foreclosed properties, and all administrative costs and fees related thereto, including but not limited to any printing, postage, processing of registrations, etc.
7. The Company will investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance with the relevant Town ordinance.
8. Consultant will charge each applicant no more than the amount prescribed by the ordinance (per applicant) to register all mortgagees who comply with the ordinance.
9. Consultant will remit fifty (50%) percent of the registration fee (see Town Code Section 301-350 entitled "Registration of real property with a mortgage-in-default", in

consideration of the services provided, no later than the tenth (10th) day of each month to:

Town of Riverhead  
Attn: Accounting Department  
200 Howell Avenue, Riverhead, NY 11901

10. Consultant will provide the Town with monthly reports listing the properties on the register, in addition to those that have been added or subtracted since the previous report.

11. The prior month's report is due no later than the tenth (10th) day of the following month and shall be delivered to: The Town Attorney of Town of Riverhead, 200 Howell Avenue, Riverhead, NY 11901

12. All documents, records, applications, files, and other materials provided in connection with the services rendered under this agreement shall be the property of the Town of Riverhead and shall be provided to the Town within seven (7) business days, upon Town's request and/or upon the termination of this agreement.

13. The Town shall have the right to audit the books, records, and accounts that are related to the agreement upon fifteen (15) days written notice to the consultant.

### **C. CONTRACT TERM**

The contract shall be effective for one (1) year from the date of execution of the agreement. Upon mutual agreement by both parties, the contract may be extended for two (2) additional one (1) year term.

### **D. EVALUATION AND AWARD CRITERIA**

A. In general, proposal will be evaluated in terms of:

1. The firm's ability to meet the RFP requirements.  
The qualifications of the specified persons who will be performing the requested services. Please include resumes all pertinent staff for this project.
2. The prior experience and reputation of the firm in similar projects.

B. The award will be made by written notification within forty five (45) days of the receipt of proposals. Submission of a proposal shall be representation that the submitting firm understands the scope of the project.

C. Interviews may be held with one or more firms before a final selection is made. The award may or may not be made to the lowest cost proposal.

### **Proposal Content and Format Requirements**

A. Cover Sheet

1) Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the Bidder, including: the proposing entity's legal name, type of entity, and Federal Tax ID Number.

2) The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Bidder.

3) Number of Copies in RFP response: **5 (five)**

B. Description of Services, Background and Staff

1) Services

- a. Itemize the complete list of services to be provided.
- b. Note instances where services exceed the scope or detail requested in this RFP.
- c. Note instances where services offered do not meet the scope requested in this RFP.
- d. Address instances where possible cost efficiencies may be gained, quality may be improved or the Town may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.

2) Background and Experience

- a. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal and how they qualify your organization to be the best fit for these services. The following list contains items required as an integral part of this proposal:
  - Firm profile.
  - Background and experience in the field of finance, particularly in regard to municipal services for comparable projects.
  - Resume of key personnel directly involved in this engagement.
  - Summary of your understanding of the scope of services being requested and your approach to carrying out the work.
  - Charges and Fees.
- b. Provide examples and references that substantiate experience in providing the types of service requested in this proposal. Client references - list a minimum of two clients (preferably municipal entities) whose scope of work most closely reflects that mentioned in the statement of solicitation.

Information shall include at a minimum: Client name address, location, scope of services provided, and reference contact information (name and phone number).
- c. Please describe any current, pending or past litigation (within the last 10 years) that the Bidder has been, is, or is expected to be a party to.

- d. Financial Stability: provide documentation of the Bidder's financial stability. Three (3) years of audited financial statements would be ideal if available; however, the Town will consider other forms of documentation provided to meet this content requirement.

### **E. Selection Procedures**

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section.

After an initial review of each of the proposals for completeness, the Bidders submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The Town reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

Should interviews be conducted, the same criteria will be used to select the final provider.

The Contractor selected for this project will be required to accept the Town's contract and to comply with insurance standards as deemed acceptable to the Town Attorney. No agreement with the Town is in effect until both parties have signed a contract.

### **F. Inquiries**

Direct all inquiries regarding the proposal process or proposal submissions to:

Robert F. Kozakiewicz, Town Attorney  
Town Attorney's Office, Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901  
**631-727-3200 x 216**  
**[rfk@townofriverheadny.gov](mailto:rfk@townofriverheadny.gov)**

## V. 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 Bidder/Organization: \_\_\_\_\_

2. Main Office Address: \_\_\_\_\_  
\_\_\_\_\_

3. When Organized: \_\_\_\_\_

4. If a Corporation, Indicate State Incorporated In: \_\_\_\_\_

5. NAME OF PARTNERS      HOME ADDRESS OF PARTNERS  
\_\_\_\_\_  
\_\_\_\_\_

(If Bidder is a FIRM, state here the name and home 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 Bidder 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):

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Amount of Contract:

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

Section C.

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

If yes, state where and why:

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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 individual, other organization and reason:

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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?

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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:

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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)

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

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

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:

NAME

ADDRESS

DATE OF BIRTH

(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.

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<u>NAME 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.

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Legal Name of Person/Firm/Corporation  
By:

**VI. 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

**VII. 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 firm, 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 firm, 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:

Bidder's Business Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

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

**VIII. 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 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.

## IX. 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: \_\_\_\_\_

**Attachment Number 1 to Request For Proposals For Third Party Property  
Management Company To Operate And Monitor The Town Of Riverhead Mortgage  
In Default Ordinance**

Article LXIV. Mortgage-in-Default Registry

§ 301-346. Purpose and intent.

It is the purpose and intent of the Town Board to establish a process to limit and reduce the amount of deteriorating properties located within the Town, which property is subject to a mortgage which is in default. It is the Town Board's further intent to specifically establish a defaulted mortgage registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties subject to a mortgage or properties subject to mortgages which are in default.

§ 301-347. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the content clearly indicates a different meaning:

**ABANDONED REAL PROPERTY IN DEFAULT**

Any real property that is under a current notice of default and/or notice of mortgagee's sale, pending tax assessor's lien sale and/or properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure or sale.

**ENFORCEMENT OFFICER**

Any full-time law enforcement officer, building inspector, fire marshal, zoning inspector, or code enforcement officer employed within the Town.

**EVIDENCE OF VACANCY**

Any condition that, on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, electricity, water or other utilities turned off, stagnant swimming pool, statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

**FORECLOSURE**

The process by which a property, placed as security for a mortgage loan, after a judicial process is to be sold at an auction to satisfy a debt upon which the borrower has defaulted.

**VACANT**

Any building or structure shall be deemed to be vacant if no person or persons actually currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s) or tenant-occupant(s), or owner-occupant(s), or tenant(s) on a permanent, nontransient basis.

§ 301-348. Applicability.

This article shall be considered cumulative and not superseding or subject to any other law or provision for same, but shall rather be an additional remedy available to the Town above and beyond any other state, county and/or local provisions for same. This article relates to property subject to a mortgage which has been determined by the mortgagee to be in default.

§ 301-349. Violations and penalties.

Any person, corporation, or entity who shall violate any of the provisions of this chapter or who shall fail to comply therewith or with any of the requirements thereof shall be guilty of a violation and, upon conviction thereof, a fine of not less than \$250 nor more than \$1,000 must be imposed or a term of imprisonment for a period not to exceed 15 days may be imposed, or both, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, shall be guilty of a violation, and upon conviction a fine not less than \$1,000 nor more than \$2,500 must be imposed, or a term of imprisonment for a period not to exceed 15 days may be imposed, or both; and, upon conviction for a third or subsequent offense, all of which were committed within a period of five years, shall be guilty of a violation, and a fine not less than \$2,500 nor more than \$5,000 must be imposed, or a term of imprisonment for a period not to exceed 15 days may be imposed, or both.

§ 301-350. Registration of real property with mortgage-in-default.

A. If the property is occupied but remains in default, it shall be inspected by the mortgagee, or said mortgagee's designee, monthly until the mortgagor or other party remedies the default.

B. Within 10 days of date that the mortgagee declares its mortgage on a particular parcel of real property to be in default, the mortgagee shall inspect and register the real property with the Town's mortgage-in-default registry. The mortgagee shall include in the registration if the property is vacant or occupied.

C. Mortgage-in-default registration. Registration pursuant to this section shall contain the name of the mortgagee and mortgage servicer; the direct mailing address of the mortgagee and servicer, e-mail address and telephone number; the name and address, e-mail, and telephone number of a local property manager who shall be responsible for the inspection, security and maintenance of the property. The local property manager named in the registration shall be located and available within Suffolk and Nassau Counties Monday through Friday between 9:00 a.m. and 5:00 p.m., holidays and lunch hours excepted, to be contacted by the Town.

D. A semiannual nonrefundable registration fee in the amount of \$200 per property shall accompany the mortgage-in-default registration form(s). Subsequent semiannual registrations of defaulted properties and fees in the amount of \$200 are due within 10 days of the expiration of the previous registration.

E. This section shall also apply to properties that have been the subject of foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

F. Properties subject to this section shall remain under the semiannual mortgage-in-default registration requirement, inspection, security, and maintenance standards of this section as long as they remain in default.

G. Any person or other legal entity that has registered a property under this section must report any change of information contained in the registration within 10 days of the change.

H. Failure of the mortgagee and/or property owner of record to properly register or to revise from time to time the registration to reflect a change of circumstances as required by this article is a violation of the Town Code and may result in a citation by the Town's code enforcement division.

#### § 301-351. Maintenance requirements.

A. Properties subject to this article shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items, including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned or not being properly maintained.

B. The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

C. Yards shall be landscaped and maintained pursuant to the standards previously established in this Code.

D. Pools and spas shall be kept in working order so that pool and spa water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements and any other requirements of this Code and the New York State Building Code and New York State Property Maintenance Code, as amended from time to time.

E. Failure of the mortgagee and/or property owner of record to properly maintain the property is a violation of the Town Code and may result in citation by the Town's code enforcement division.

#### § 301-352. Security requirements.

A. Properties subject to this article shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

B. A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by reglazing or boarding of the window.

C. If a mortgage on property is in default and has become vacant, the local property manager or mortgagee must perform weekly inspections to verify compliance with the requirements of this section and any other applicable laws or Town ordinances.

D. Failure of the mortgagee and/or property owner of record to properly inspect and secure the property, and post and maintain the signage noted in this section, is a violation of this Code and may result in a citation by the Town's code enforcement division.

§ 301-353. Opposing, obstructing enforcement officer; penalty.

Whoever opposes, obstructs or resists any enforcement officer, zoning inspector, building inspector, fire marshal, or any person authorized by the code enforcement division, in the discharge of duties as provided in this article, upon conviction may be punished as provided in § 1-21B of the Town Code, or New York State Penal Code § 195.05.

§ 301-354. Immunity of enforcement officer.

Any enforcement officer, or any person authorized by the Code Enforcement Officer, shall be immune from prosecution, civil or criminal, for reasonable, good faith entrance upon real property while in the discharge of duties imposed by this article.

§ 301-355. Additional authority.

The Code Enforcement Officer shall have authority to require the mortgagee and/or owner of record of any property affected by this section to implement additional maintenance and/or security measures, including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard, or other measures as may be reasonably required to prevent a decline of the property.

§ 301-356. Supplemental provisions.

Nothing contained in this article shall prohibit the Town from enforcing its codes by any other means, including, but not limited to, abatement as otherwise provided by the Town Code.