

Town of Riverhead

Suffolk County, New York



Request for Proposals

For

**Placement of Communication/Cellular Towers on Property
Owned by the Town Riverhead:
Sewer District, Yard Waste Facility, Osborne Avenue
Highway Yard, and Wading River Highway Yard**

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 August 14, 2018

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I. NOTICE TO BIDDERS

PLEASE 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 **August 14, 2018 at 11 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals/responses to **REQUEST FOR PROPOSALS FOR PLACEMENT OF COMMUNICATION/CELLULAR TOWERS ON TOWN PROPERTY: SEWER DISTRICT, YARD WASTE FACILITY, OSBORNE AVENUE HIGHWAY YARD AND WADING RIVER HIGHWAY YARD.**

Specifications and guidelines for submission of response to RFP are available on the Town website at www.townofriverheadny.gov, click on "Bid Requests" beginning **July 12, 2018**. **Note, maps showing each location are annexed hereto as Exhibits "A-D".**

All responses to the Request for Proposals must be submitted to the Town Clerk's Office, at the address stated above, in a sealed envelope clearly marked "**REQUEST FOR PROPOSALS FOR PLACEMENT OF COMMUNICATION/CELLULAR TOWERS ON TOWN PROPERTY: SEWER DISTRICT, YARD WASTE FACILITY, OSBORNE AVENUE HIGHWAY YARD AND WADING RIVER HIGHWAY YARD**". Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on August 14, 2018**.

Please take notice the Town reserves all rights with respect to this RFP, including but not limited to the following:

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 quotes/proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby.

The Town may make such investigation as the Town deems necessary to determine the responsibility of any vendor or to verify the ability of any vendor to perform the services specified herein. The Town reserves the right to negotiate specific terms, conditions, compensation, and provisions on any agreements/contracts that may arise from this RFP.

Note: All responses to the RFP must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely, and/or reject any response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD

TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

II. INSTRUCTIONS TO BIDDERS

1. Receipt of Proposals

The Town of Riverhead invites proposals for the placement of communication/cellular towers on property owned by the Town of Riverhead: Sewer District, Yard Waste Facility, Osborne Avenue Highway Yard, and Wading River Highway Yard (See Exhibits "A-D"). Proposals must be submitted per the instructions in the Notice to Bidders.

2. Form, Preparation, and Presentation of Proposal

Bidders should return the *entire bid package*, with the information requested on the green pages completed.

Each proposal must be submitted on the forms provided. Bids must be contained in a sealed envelope marked "Request for Proposals for Placement of Communication/Cellular Towers on Town Property: Sewer District, Yard Waste Facility, Osborne Avenue Highway Yard and Wading River Highway Yard". Bidders must provide ALL INFORMATION.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing "N/A" in answer space.
- All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is made. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.
- All Bidders Qualifications questions must be answered.
- General Municipal Law forms must be signed.
- Proposals that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

3. Rejection of Proposals

- A. The Town Board reserves the right to reject any proposal if the information submitted in the Bidder's Qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- B. The Town Board reserves the right to reject any and all proposals in whole or in part, to waive any information in any or all proposals, and to accept the proposal or part thereof which it deems most favorable to the Town after all

proposals have been examined and/or checked. No proposal shall be withdrawn for a period of forty-five (45) days after being received.

4. Method of Award

All proposals will be compared based on the totality of the bidder's presentation regarding the placement and operation of the Communication/Cellular Towers on Property owned by the Town of Riverhead: Sewer District, Yard Waste Facility, Osborne Avenue Highway Yard, and Wading River Highway Yard (the "Project"). The proposal may include one, more than one, or all four sites. The Town reserves the right to award the Contract to the bidder who, in the Town's sole determination, offers a proposal that outlines the most efficient and effective plan for managing the Project in the best interests of the Town.

5. Insurance Required By The Town of Riverhead

- A. Workers' compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.
- B. Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.
- C. Comprehensive General Liability with a combined single limit for bodily injury and property damage of at least Three Million (\$3,000,000.00) Dollars per occurrence; Three Million (\$3,000,000.00) Dollars general aggregate with on-premises medical payments coverage of Ten Thousand (\$10,000.00) Dollars per person. Said policy shall include coverage for a) premises liability, b) completed operations, c) independent contracts and d) broad form property damage.

This contract will not be signed by the Town's Supervisor until all required insurances are received.

6. Town's Reservation of Rights

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

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.

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 construction

management services specified 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.

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

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/Lease 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.

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.

III. SPECIFICATIONS

1. Summary

The Town of Riverhead, hereinafter referred to as the “Town,” is requesting proposals from all qualified parties interested in placing and operating communication/cellular towers on property owned by the Town of Riverhead, located or described as Sewer District, Yard Waste Facility, Osborne Avenue Highway Yard, and Wading River Highway Yard. Note, the proposal must include all four sites.

The term “Offeror” as used herein shall refer to individuals, firms or organizations submitting proposals in response to this Request for Proposals (RFP). The term “Contractor” or “Provider” is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

All responses received in response to this RFP will be evaluated on the criteria described herein.

PLEASE NOTE: All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be faxed to the Office of the Town Clerk, 631-727-3200 ext. 262 or fax at 631- 208-4034, and **must be received by no later than 11:00 am on August 14, 2018.** Responses to inquiries deemed appropriate by the Town will be issued in the form of addenda to the RFP and provided to all those who request or had previously received a copy of the RFP.

Officially issued written addenda from the Town shall be the **only** authorized method for communicating the clarification or modification of the requirements of this RFP. Interested parties may contact the Town of Riverhead to verify receipt of the RFP and any addenda.

2. General Conditions

- A. Prime Responsibility: The selected Contractor will be required to assume full responsibility for all services and activities offered in its/their proposal, whether or not provided directly. Further, the Town will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all lease payments, monthly revenues or charges relating to use of utilities etc. resulting from the contract.
- B. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable local, county, state and federal laws and regulations pertinent to this project. The Contractor shall bear all expenses for licenses, permits and/or authorizations for Contractor’s use of the premises, from all applicable federal, state or local authority, including zoning and land use authorities, the Federal Communications Commission (“FCC”) and such any and other approvals

- required by local, county, state or federal agencies. The Town will grant Contractor the right of access to the subject property to perform surveys, soil tests and other engineering procedures or environmental investigations on the property necessary to determine that the Contractor's use of the property will be compatible with Contractor's engineering specifications, system design, operations and government approval. Contractor shall have the right to enter the Town's property to conduct tests and studies, at Contractor's expense, to determine the suitability of the Leased Space for Contractor's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.
- C. Independent Contractor: In performance of the work, duties and obligations assumed by the Offeror, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Town.
- D. The Town reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Town. In determining and evaluating the proposals, lease and revenues will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, type of structure i.e. lattice/stealth/monopole/flagpole, height of structure, locating/placing/size requirements and screening of and security of equipment, site demands and design, minimize impact on surrounding area, provide safe interference-free environment, suitability of the services offered, and the reputation of Offerors will be considered, along with other relevant factors.
- E. The Town reserves the right to:
- Request clarification of any submitted information;
 - Not enter into any agreement;
 - Not to select any Offerors;
 - Amend or cancel this process at any time;
 - Interview Offerors prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;

- Award more than one contract if it is in the best interest of the Town; and/or
 - Issue similar RFPs in the future.
- F. Qualified Offerors must be prepared to enter into a contract with the Town. The contract will incorporate many standards, terms and conditions referenced in this RFP. Portions of this RFP and the Offeror's proposal may be made part of any resultant contract and incorporated in the contract.
- G. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages further detailed in 3(B)(2) below: Workers' compensation, Disability, Professional Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.
- H. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

3. Background and Description of Services Required

A. Background

The Town of Riverhead has been approached by communication/cellular companies proposing the placement of communication/cellular towers on property owned by the Town of Riverhead. The Town recognizes the growing need for increased communication/cellular coverage in several areas in order to better serve the residents of the Town of Riverhead and has selected four locations as and for proposed communication/cellular tower sites-see Maps attached as Exhibits "A-D".

In addition to increased communication/cellular coverage, there are other benefits to the placement of these communication/cellular towers within the Town of Riverhead. The Town shall require all Contractors (potential Lessee(s)) to construct, locate and affix up to four municipal or quasi-municipal whip antennae or such other similar type devices for enhanced emergency service as most police and emergency services transmit via wireless communications. Communication/cellular towers can fundamentally improve public safety and increase business production.

Each proposal shall audit the site and report as to the gap in service and/or demand for communication/cellular service at each location that the contractor seeks to bid. In addition, the Contractor shall make efforts to mitigate visual impacts and describe such mitigation considerations and measures in the proposal for each site.

B. Scope of Services to be Provided by the Contractor

1. Placement of Communication/Cellular Tower

Contractor shall lease property from the Town of Riverhead for the construction, maintenance and operation of a communication/cellular tower. Each Contractor shall provide a monthly rent and annual increases, and projected ability to sublease with increased rents based upon subleases.

The Contractor has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Tower and the other Structures, subject to all Town Code requirements. Contractor will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Contractor's improvements, including but not limited to the Tower, prefabricated buildings, generators, fencing and all antennae, including any municipal/quasi-municipal whip antennae that may be installed by Contractor for the benefit of Town, and any other Structures will remain the property of the Contractor. The Tower and Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals.

Upon termination of this Contract/Lease, Contractor shall, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Contractor had no control.

Contractor will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Contractor throughout the term of the Lease, and all other costs and expenses of every kind whatsoever in connection with the use, operation and maintenance of the Leased Space and all activities conducted thereon.

Contractor will pay any personal property taxes assessed on or any portion of the taxes attributable to the Structures. Contractor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space. In addition, Contractor will pay, as additional Rent, any increase in real property taxes levied against the Leased Space which is directly attributable to Contractor's use of the Leased Space, and Town agrees to furnish proof of the increase to Lessee.

Contractor shall use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Contractor is made responsible by this Lease, Town will maintain the premises surrounding the Leased Space in good condition and state of repair.

(2). Insurance & Bond

- a. Contractor, at all times during the term(s) of this Contract/Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than three million dollars (\$3,000,000.00). Contractor's liability certificate shall name Town as an additional insured. On or before the commencement date, Contractor will give Town a certificate of insurance evidencing that such insurance is in effect. Contractor shall deliver to Town a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Town's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Town of any cancellation of such policy.
- b. The Contractor shall provide Workers' compensation and disability insurance as may be required by law for any person working at the project sites or performing services for the Contractor required to be performed under the Contract with the Town. Certificates of such insurance shall be filed annually with the Town Clerk.
- c. The successful bidder will be required to procure and pay for, at his/her expense, the following types of insurance with limits of coverage as further specified in the General Contract Provisions:
 - i) Workers' compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.
 - ii) Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.
 - iii) Comprehensive General Liability with a combined single limit for bodily injury and property damage of at least Three Million (\$3,000,000.00) Dollars per occurrence; Three Million (\$3,000,000.00) Dollars general aggregate with on-premises medical payments coverage of One Hundred Thousand (\$100,000.00) Dollars per person. Said policy shall include coverage for a) premises liability, b) completed operations, c) independent contracts and d) broad form property damage.

The Town will be named as an additional insured on the Liability policy.

A contract will not be signed by the Town's Supervisor until all required insurances are received.

- d. As an assurance that it will faithfully and fully perform each and every obligation, duty, and responsibility provided for herein and in the eventual contract, the Contractor, prior to the effective date of the contract, shall deposit with the Town Clerk the sum of \$50,000. In the event of any default by the Contractor in any of the terms and conditions of the contract, the Town shall give written notice thereof to the Contractor, whereupon the Contractor shall have ten (10) days from the receipt of such notice to cure the default. If the Contractor shall fail to cure said default, the Town may cure such default by which means it deems advisable and pay the cost and expense thereof from said sum deposited with the Town Clerk. In the event that the Contractor denies such default, such dispute shall be resolved by mediation. In the event that the mediation is unsuccessful, such dispute shall be resolved by arbitration through the American Arbitration Association or such other organization as is agreeable to the parties upon the application of either party. In the event the Contractor faithfully and fully performs each and every obligation on its part to be performed then at the expiration of the Contract according to its terms, said deposit shall be paid over to the Contractor.

(C) Miscellaneous

- a. The Contractor hereby represents that it is legally qualified to perform all the duties on its part to be performed under the terms and conditions of the contract, specifically Contractor is duly licensed by the Federal Communications Commission and proposed towers for each location meet the FCC emission standards.
- b. The Contractor shall keep on file with the Town Clerk and deliver upon the execution of the Contract, copies of the license issued by the FCC to Contractor and Certificate of Incorporation and current Bylaws.
- c. Term of the agreement will be for a minimum of three (3) years and a maximum of five (5) years, with a provision permitting the renewal of the original term of the lease for up to three successive terms. Either party may terminate the contract for any reason by giving six months written notice to the other.
- d. The Town reserves the right to make inspections of the leased site to assure compliance with the scope of work outlined above and ensure that construction, site modifications, radio frequency exposure level verification and site audits are in compliance with the contract/lease.

- e. Nothing shall be found to construe the parties of the contract as partners or authorize either party to contract any debt liability or obligation for or against or on behalf of the other party of the contract. Neither the Town, nor the Contractor, shall be considered as the agent of the other nor shall either have the right to bind the other in any manner whatsoever and the contract shall not be deemed or construed as a contract of agency. The Contractor shall be deemed throughout the term hereof as an independent contractor and as such be liable for its own acts.
- f. The Contractor shall protect, save, and keep the Town harmless and indemnify the Town from and against any and all claims, losses, costs, damages, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever arising directly or indirectly out of or in connection with the performance by the Contractor of the terms and conditions of the contract. Contractor shall defend and indemnify Town from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including without limitation, attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the contractors, agents, servants or employees, arising out of or in connection with this contract/lease. Town will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms or other Acts of God and except for willful misconduct, neither Town nor Contractor will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.
- g. In the event that either party defaults in fulfilling any of the terms or conditions of the contract, the other party may give one (1) year written notice of its intention to terminate the contract and, thereupon at the expiration of such one (1) year, if the condition or conditions which form the basis of the notice continue to exist, the contract shall terminate completely as if that day were the day definitely fixed for the expiration of the contract. In the event the defaulting party denies such default, such dispute shall be resolved by arbitration through the American Arbitration Association or such other organization as is agreeable to the parties. In the event of such termination, the Contractor shall forthwith surrender the property occupied by it and deliver to the Town any and all Town property in its possession whereupon the Contractor shall have no further rights or responsibilities hereunder except to remove its property as provided herein.

- h. The Contractor shall not assign the contract or subcontract or otherwise engage any other organization to perform the work and services to be performed hereunder without the express written approval of the Town, except the Contractor may sublet all or part of the Leased Space for the purpose of siting wireless providers. Contractor must obtain the approval of Town to assign or transfer this Lease in whole or in part.

4. 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 Offeror, 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 Offeror.

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.
- b. Provide examples and references that substantiate experience in providing the types of service requested in this proposal. This needs to be detailed and verifiable.
- c. Please describe any current, pending or past litigation (within the last 10 years) that the Offeror has been, is, or is expected to be a party to.

3. Financial Stability

Provide documentation of the Offeror'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.

C. Proposed Lease Information (*This schedule, 4(C) "Proposed Lease Information" must be included for each site Contractor/Offeror seeks to bid, simply clearly identify site location on each Schedule 4(C) submitted by Offeror.)

1. Indicate the desired term of the proposed lease agreement and any options to renew you may wish to have included in the agreement.
2. Indicate the amount of rent and amount of revenue sharing you would be willing to pay to the Town for lease of the premises.
3. Describe and provide photograph and/or pictorial of type of tower i.e. lattice, stealth, monopole and any equipment structures, etc.
4. Site Audit: identify gap in service and/or demand for communication/cellular service at each location that the contractor seeks to bid.
5. Mitigation: Describe visual mitigation considerations and mitigation measures incorporated into the proposals. In addition, provide pictorial of visual impact to adjacent property owners and street scape.

5. **Selection Procedures**

The Town will only consider proposals from qualified telecommunications aka wireless communications carriers.

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 Offerors 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.

6. Inquiries

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

Town Clerk
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901
631-727-3200

IV. 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:

Offeror's Business Name: _____

Signed by: _____

Title: _____

Date: _____

V. 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.

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** **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 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 individual, 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 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:

<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/Firm/Corporation

By: _____

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: _____