

Town of Riverhead

Suffolk County, New York

TOWN OF RIVERHEAD



Request for Proposals

For

**Qualified Municipal Advisor to Prepare Town of Riverhead
Official Statement & Annual Statement of Financial and
Operation Information in accordance with Securities &
Exchange Commission Rule 15c2-12 and Services Necessary
to Evaluate and Assist with Bond Indebtedness**

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 June 4, 2015

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I. INTRODUCTION

A. Purpose of Request

The Town of Riverhead is seeking proposals for the purpose of retaining independent individual(s) or firm(s) with the requisite qualifications to serve as municipal advisor and provide services, including but not limited to: preparation of the Official Statement and Statement of Annual Financial and Operating Information in accordance with Rule 15c2-12, assist with bond issue; services for refunding bond issues and other types of bonds such as Recovery Zone Bonds and Build America Bonds, and such other financial matters related to Town's for use of notes, bonds, short and long term funding/obligations and Town's bond rating.

B. General Description of the Town of Riverhead

The Town of Riverhead (hereinafter "Town") is located in eastern Suffolk County, Long Island, approximately 75 miles east of Manhattan. The chief executive of the Town is the Supervisor. The Town Board, the legislative body for the Town, is comprised of four councilpersons, each elected for four year terms, and the Supervisor, elected for a two year term. In addition to the elected members of the Town Board, there are three Assessors each elected for four year terms; the Town Clerk elected for a four year term; the Superintendent of Highways elected for a four year term; the Receiver of Taxes elected for a four year term; and Town Justices each elected to four year terms.

The Town provides services to its residents through approximately 303 full-time employees and 266 part-time employees. The majority of employees have union representation through one of the following: Civil Service Employees Association, Police Benevolent Association, and Superior Officers Association, and nearly all employees of the Town are members of the New York State and Local Employee Retirement System (the "Retirement System" or "ERS"). The Retirement System offers a wide range of plans and benefits which are related to years of service and final average salary, vesting of retirement benefits (generally after five years), death and disability benefits and optional methods of benefit payments. All benefits generally vest after five years of credited service. The Retirement System Law generally provides that all participating employers in the Retirement System are jointly and severally liable for any unfunded amounts. Such amounts are collected through annual billings to all participating employers.

The Town Supervisor functions as the chief fiscal officer as provided in Local Finance Law § 2. The Supervisor is responsible for the Town's accounting and financial reporting activities which are delegated to and carried out by the Financial Administrator. In addition, the Supervisor is also the Town's budget officer and must therefore prepare the annual tentative budget for submission to the Town Board. Budgetary control during the year is the responsibility of the Financial Administrator. Pursuant to Local Finance Law §30. The Supervisor has been authorized to issue or renew certain specific types of notes. As required by law, the Supervisor must execute an authorizing certificate which then becomes a matter of public record.

The Town Board, Supervisor and four councilpersons, serve as the finance board of the Town and is responsible for authorizing, by resolution, all material financial transactions such as operating and capital budgets and bonded debt.

The Town receives most of its revenue from a real property tax on all non-exempt real property situated within the Town and State aid. The major categories of expenditure for the Town are General Government Support, Public Safety, Transportation, Economic Assistance and Opportunity, Culture and Recreation, Employee Benefits and Debt Service. The operation of the Town's finances are operated primarily through the General, Highway and Street Lighting Funds. Nearly all Town revenue and all real property taxes are credited to the General, Highway and Street Lighting Funds. Expenditures are paid from these funds subject to available appropriations. The Town also has two sewer districts and one water district with separate funds. The primary source of income for these districts is user fees based on water consumption. Capital projects and equipment purchases are accounted for in special capital projects funds. The Town observes a calendar year (January 1 through December 31) for operating and reporting purposes.

The Town's annual budget process begins with a detailed estimate of revenues (other than real property taxes) and expenditures for the next fiscal year prepared by the head of each administrative unit of the Town and files with the budget officer (Supervisor) in early to mid September. The Supervisor prepares a tentative budget and files same with the Town Clerk not later than the 30th of September. Subsequently, the Town Clerk presents the tentative budget to the Town Board at the regular or special hearing which must be held on or before October 5th. The Town Board reviews the tentative budget and makes such changes as it deems necessary and that are not inconsistent with the provisions of law. Thereafter, the tentative budget and such modifications, if any, as approved by the Board become the preliminary budget. A public hearing, notice of which must be duly published in the Town's official newspaper, on the preliminary budget is generally required to be held on the Thursday immediately following the general election. After public hearing, the Town Board may make additional changes and/or revise the preliminary budget. The Town Board may, by resolution, adopt the preliminary budget as submitted or amended no later than November 20th, at which time, the preliminary budget becomes the annual budget of the Town for the ensuing fiscal year.

The financial statements of the Town are audited each year by an independent public accountant. The financial affairs of the Town are subject to periodic compliance review by the Office of the State Comptroller to ascertain whether the Town has complied with the requirements of various state and federal statutes.

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 **June 4, 2015 at 11:00 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **Qualified Municipal Advisor to Prepare Town of Riverhead Official Statement & Annual Statement of Financial and Operation Information in accordance with Securities & Exchange Commission Rule 15c2-12 and Services Necessary to Evaluate and Assist with Bond Indebtedness.**

Specifications and guidelines for submission of proposals are available on the Town website at www.townofriverheadny.gov click on bids beginning **May 7, 2015**.

Each proposal must be submitted in a sealed envelope clearly marked "**Qualified Municipal Advisor to Prepare Town of Riverhead Official Statement & Annual Statement of Financial and Operation Information in accordance with Securities & Exchange Commission Rule 15c2-12 and Services Necessary to Evaluate and Assist with Bond Indebtedness**".

Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on June 4, 2015**.

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. Bid Specifications

A. Scope of Services

As stated above, the Town seeks to retain the services of and enter into a professional services agreement with an individual(s) or firm(s) with the requisite qualifications to serve as municipal advisor to prepare the Official Statement, Statement of Annual Financial and Operating Information in accordance with Rule 15c2-12, assist with bond issue; provide services for refunding bond issues and other types of bonds such as Recovery Zone Bonds and Build America Bonds, and such other financial matters related to Town's use of notes, bonds, short and long term funding/obligations and Town's bond rating for the years 2015, 2016, and 2017 with the reservation of the right by the Town and such municipal advisor (individual/firm) selected by the Town to extend the term of the professional services agreement upon the same terms and conditions for two (2) one year (1 yr) terms.

The municipal advisor shall be required to: submit all necessary documents and information to the rating agencies and, if deemed appropriate or warranted to serve the best interests of the Town; schedule an appointment with a credit analyst in order to present the Town's views regarding the Town's rating. In addition, as nearly all bond and note issues are issued in book-entry-only form, the municipal advisor shall coordinate with the Town, bond counsel and the Depository Trust Company (DTC) to ensure that the procedure is accomplished smoothly and efficiently. To the extent that the Town seeks to participate in bond sale, the municipal advisor shall be required to submit the required information to the CUSIP Service Bureau-note, seek guidance and follow directive of bond counsel, together with the underwriter to ensure that the bonds are printed in correct form and on a timely basis; ensure the publication of the Notice of Sale for bond issues within the required time limits. In addition to above, the municipal advisor shall prepare the Debt Statement for bond issues and file it with the State Comptroller's office; attend the bid opening and verify the calculation of the winning bid; coordinate the details of the closing with our client, bond counsel, the underwriter, the bond insurance company (if applicable) and either DTC or the Fiscal Agent; coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company; prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, to the fiscal agent (or DTC) and, if applicable, to the bond insurance company.

The municipal advisor shall be responsible for the preparation and distribution of pdf versions of Official Statements, Annual Financial and Operating Information and Notices of Sale to prospective underwriters and other members of the investment community over the internet and such other posting requirements the Town deems appropriate. In addition to the above and related to secondary market disclosure, the municipal advisor shall prepare the Statement of Annual Financial and Operating Information and file such Statement, together with the Town's audited financial statements, with the Electronic Municipal Market Access System ("EMMA") as required by Securities and Exchange Commission Rule 15c2-12 and the Town's contractual obligation as set forth in its

Undertaking prepared in connection with the issuance of its bonds. In addition, the municipal advisor shall timely file all Material Events Notices in compliance with all rules and regulations, including Securities and Exchange Commission Rule 15c2-12.

It shall be the responsibility of the municipal advisor to submit a list to the Town of the documents and information necessary to prepare the Official Statement and such other documents and reports described above and advise regarding legal matters related thereto required by Securities and Exchange Commission in Rule 15c2-12 for use of notes, bonds, short and long term funding/obligations and Town's bond rating.

B. General Proposal/Bid Specifications

1. Proposal/Bid Criteria

Any individual/firm seeking to be considered must submit, in writing, a proposal responsive to the bid specifications-see "Scope of Services" and "Information Required for Submission of Proposal". The Town reserves the right to reject any non-responsive or non-conforming proposal/bid. All properly sealed and marked bids are to be sent to the Town of Riverhead marked "**Qualified Municipal Advisor to Prepare Town of Riverhead Official Statement & Annual Statement of Financial and Operation Information in accordance with Securities & Exchange Commission Rule 15c2-12 and Services Necessary to Evaluate and Assist with Bond Indebtedness**" and received no later than **11:00 am on June 4, 2015** at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY. Any proposal/bid received after this date and time shall not be considered and shall be returned unopened. The individual/firm (hereinafter referred to as "firm" submitting a proposal bears the risk of delays in delivery. Upon receipt of bids, each firm shall be presumed to be thoroughly familiar with all specifications and requirements of the bid requirements. The failure or omission to examine any form, instrument or document shall in no way relieve the firm from any obligation in respect to these specifications.

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 firm 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 firm for at least six months (6mo) year from the date of the response to the request for proposals and in the event that the firm 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 firm 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 firm. Should firm find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for proposals, the firm 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 firm'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 firm'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 firm.

9. Notification of Withdrawal of Proposal/Bid

A firm 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 firm 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 or more firms, 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 firm and specific individuals to be assigned by the firm; 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 firm 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 firm. The firm 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 firm's response to this request for proposal. If the individual or firm 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 individual or firm.

12. Terms and Conditions

The term of the agreement between the Town and the successful firm shall be for three years. At the end of the term, the agreement may be extended (not to exceed two (2) extensions each for a one (1) year period) upon the same terms and conditions at the sole discretion of the Town of Riverhead and with the consent of the successful firm.

13. Status as Independent Contractor

The services identified above shall be performed by the municipal advisor/successful firm 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 firm shall each be 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 firm 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 firm by Town, shall be and remain the sole property of Town, except to the extent the information and documentation is required to be released and/or distributed necessary to complete tasks related to Official Statement, compliance with Securities and Exchange Commission in Rule 15c2-12 and facilitate and accomplish such other services identified in this agreement. The firm 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 firm 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 firm, 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 firm 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 firm, except to the extent required to complete scope of services identified in a professional services agreement (i.e. consultation with bond counsel, communications and submissions to Securities and Exchange, publish/advertise/sale bonds, short and long term financing...essentially all tasks identified in this agreement). Except as set forth above, the firm 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 firm determines it necessary to retain the services of a third party either described in the specifications or identified in the firm's response. The firm 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 firm except to make any payments which may have become due under any such agreement.

18. Records

The firm 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 firm involving transactions related to any such agreement.

19. Compliance with Laws

The firm 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 firm shall carry professional liability insurance, comprehensive general liability insurance and, if applicable, worker's compensation insurance. The firm 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 firm related to this request for proposal and, in the event the Town and firm 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 firm 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.

C. Information Required for Submission of Proposal

1. The bid proposal must be signed by an authorized representative of the company/firm 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 firms 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 firms to submit proposals in the format set forth below ((2) a-k). Any deviation from this format may result in disqualification of the proposal.

a. Title Page, including name of firm, address, telephone number, e-mail address and web address of the firm (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; work products to be delivered and make a positive commitment to complete all work and deliver all reports within the required time period to meet timelines set forth by Securities and Exchange Commission and

such other 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 firm 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 firm'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 Scope of Services, including fee for preparation and filing of the Official Statement; fee for preparation and filing of the Statement of Annual Financial and Operating Information (and audited financial statements, if then available) in accordance with Rule 15c-12; fee for the first bond issue; fee for each additional bond issue; fee for the first note issue and fee for each additional note issue; fee for informal, private sales or other short-term obligations such as Budget Notes; fee for services for refunding bond issues and other types of bonds such as Recovery Zone Bonds and Build America Bonds (it should be noted, however, that such fee for refunds will be payable from the proceeds of each bond issue and not from the Town's budget); fee for multi-purpose bond issues; fee for obligations sold to the NYS Environmental Facilities Corporation as part of the Revolving Loan Fund program; any such other fees, including expenses for: overnight deliveries and duplicating (*if required and requested by Town), printing and postage for Official Statements and Notices of Sale, printing of bond or notes, publication of the Notice of Sale, production and distribution of Final Official Statements, fiscal agent fees or DTC proceedings, rating agency fees, or fees to bond counsel related to services set forth and identified above. Notwithstanding the above, the preparation and filing of the Official Statement and Annual Statement of Annual Financial and Operating Information in accordance with Rule 15c-12 shall include all related out-of-pocket expenses for data processing, word processing, printing, duplicating, and overnight deliveries, etc. to Town, bond counsel Securities and Exchange Commission and such other entities required to comply with Rule 15c-12 and the Town shall require such qualified independent accounting firm to waive fees and expenses related to the filing of Material Events Notices. All of the fee/payment provisions above must be prepared such that the fee amount reflects annual fee/payment provisions such that 2015 payment/fees are identical to 2016 payment/fees.

g. Describe what professional liability insurance the firm 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 firm 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”.

IV. 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 FIRM, 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):

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Amount of Contract:

Date Completed:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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: _____

V. 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

VI. 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: _____

VII. 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.

VIII. 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: _____