



Notice to Prospective Proposers

In order to properly expedite the receipt and processing of the proposal that you are submitting, you must affix the “IDENTIFICATION LABEL” below to the **outer** envelope of your sealed proposal, and deliver it by U.S. Mail, public carrier—such as UPS, FEDEX— or by hand delivery to be dropped off in the White Mailbox outside the main entrance of Town Hall.

Affix the IDENTIFICATION LABEL to the sealed outer envelope.

FAXED OR ELECTRONIC PROPOSALS SHALL NOT BE ACCEPTED.
DELIVERY BY SUCH METHODS SHALL RESULT IN AUTOMATIC
DISQUALIFICATION.

For current bid information and awards, please visit our website at:

<http://huntingtonny.gov>

Thank you for your cooperation.
Town of Huntington
Division of Purchasing

IDENTIFICATION LABEL

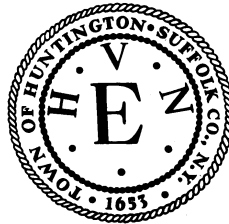


TOWN OF HUNTINGTON
PURCHASING DEPARTMENT, ROOM 209
100 Main Street, Room 209, Huntington, NY 11743

Vendor's Name _____
RFP No. 2021-01-001
RFP Name: Shellfish Enhancement and Educational Internship Program at Goldstar Battalion Beach, Huntington, New York
Due Date: January 29, 2021 at 12:00 P.M., Noon
SEALED RFP ENCLOSED



**Town of Huntington
100 Main Street
Huntington NY 11743**



**Request for Proposal
RFP No. 2021-01-001**

**SHELLFISH ENHANCEMENT AND
EDUCATIONAL INTERNSHIP PROGRAM AT
GOLDSTAR BATTALION BEACH
HUNTINGTON, NEW YORK**

DUE DATE: FRIDAY, JANUARY 29, 2021, 12:00 P.M., NOON

NOTICE OF REQUEST FOR PROPOSAL

The Director of Purchasing, The Town of Huntington, 100 Main Street, Room 209, Huntington, New York 11743, will receive sealed Proposals until **12:00 noon, Prevailing Time, Friday, January 29, 2021**, for the following item(s):

SHELLFISH ENHANCEMENT AND EDUCATIONAL INTERNSHIP PROGRAM AT GOLDSTAR BATTALION BEACH HUNTINGTON, NEW YORK

RFP No. 2021-01-001

The right is reserved by the Town to waive any informalities in, to reject any or all proposals submitted, or to accept the proposal and award the contract to a responsible formal Proposer, in the best interests of the Town.

A proposal submitted by a proposer who is not in full compliance with the provisions of Huntington Town Code at the time of submission will be denied.

Complete specifications for the above item(s) may be downloaded at <http://huntingtonny.gov> under Bids/RFPs. All other inquiries should be directed to purchasing@huntingtonny.gov or fax us @ 631-351-2833.

LORI E. FINGER, CPPB
DIRECTOR OF PURCHASING

DATED: JANUARY 7, 2021

**TOWN OF HUNTINGTON
DEPARTMENT OF AUDIT & CONTROL
PURCHASING DIVISION
SPECIAL INSTRUCTIONS TO PROPOSERS**

STANDARD TERMS AND CONDITIONS

All proposals are subject to the following terms and conditions unless modified in writing at the time of proposal submission. Upon acceptance of a proposal by the Town the terms of the proposal shall apply to all orders issued as a result of such acceptance. Each proposal received shall be considered an offer to the Town and upon acceptance shall constitute a lawful contract between the proposer and the Town.

Proposals properly completed and executed on the forms provided by the Town for that purpose may be delivered in person by the proposer or his agent or may be mailed to the office of the Director of Purchasing. The Director of Purchasing or her designee must receive all proposals, *without exception*, at or before the time specified for the proposal being opened and read aloud in the Notice to Proposers. All proposals must be submitted in ink or may be typed.

It is the proposer's responsibility to ensure that their proposal is received by the Purchasing Department in a timely manner. All proposals received after the time stated in the Notice to Proposers will not be considered and will be returned unopened to the proposer. Whether it is mailed utilizing the U.S. Postal Service or any other mail carrier or if by personal delivery, the proposer assumes responsibility for having his proposal deposited on time and time stamped at the place specified. The proposer assumes the risk of any delay in the mail, including holidays and possible building closures, delays upon entering the building at security, or in the handling of the mail by employees of the Town.

1 - AWARD WILL BE MADE BY ITEM OR CLASS

When Class proposals are indicated, proposers must propose on each item in the class. A Proposer desiring to propose "no charge" on an item in a class must so indicate; otherwise proposal for that class will be construed as incomplete. Items may be combined and awarded as a group if there is a saving in ultimate cost by the reduction of the number of orders issued.

2 - AWARD

(a) The Director of Purchasing reserves the right to make awards within forty-five (45) days after the date of the proposal opening, during which period proposals shall not be withdrawn. This period may be extended, for the benefit of the Town by mutual agreement between the proposer and the Director of Purchasing.

(b) The placing of an order by the Director of Purchasing with the proposer for material described in the Request of Proposal shall constitute a legal and binding contract.

(c) Any contract created shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract. No liability on account thereof shall

be incurred by the Town beyond the amount of such monies. It is understood that neither this contract nor any representations by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

(d) As part of the process for evaluating Requests for Proposals, the criteria for selecting the successful proposer may include a local vendor option, for those proposers whose business is located within the Town of Huntington, NY. In accordance with Huntington Town Code, as part of the evaluation process for Request for Proposals, in considering cost, any person or other entity which has maintained a place of business, staffing and an operational office at an address located within the Town of Huntington for at least one year prior to the date of making the proposal, may, in the discretion of the evaluator(s), be considered to have proposed the lowest price, if that price is not more than 5% over the price quoted by a business not maintaining an office within in the Town of Huntington.

(e) The Town reserves the right to award future contracts/purchase orders to the next low bidder in the event of default or cancellation of a previously awarded contract/purchase order.

3 - PERFORMANCE BONDS

If the specifications require the posting of a performance bond, then within one week after awarding of the contract a performance bond of 100% of the amount of the award, unless an alternate amount is otherwise specified, shall be posted as security for faithful performance, with the understanding that the whole or any part thereof may be used by the Town of Huntington to supply any deficiency that may arise from any default on the part of the proposer. Such Bond must meet all the requirements of the Proposal Specifications and the Town Attorney.

4 - GUARANTEES BY PROPOSER:

Proposer hereby guarantees:

(a) To save the Town, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or non-copyrighted composition secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Proposer is not the Patentee, assignee or licensee and to defend any action brought against the Town in the name of the Town and under the direction of the Town Attorney at the sole cost of the Proposer or in the sole option of the Director of Purchasing to pay the cost of such defense to the Town.

(b) His/her products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work to repair damages of any kind, for which the Vendor's workmen are responsible, to the building or equipment, to his/her own work or the work of other Vendors or in the opinion of the Director of Purchasing to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the Town and of the County of Suffolk and the State of New York.

(e)- **INSURANCE** - To maintain Workers Compensation and Disability Benefits Insurance during the term of the contract. The Contractor further agrees to conform to all of the requirements of the New York State Workers Compensation Law.

During the term of the contract, the Contractor shall secure and maintain bodily injury and property damage liability insurance. This insurance must be Occurrence coverage; policies in the Claims Made format are not acceptable. The limits of liability insurance shall be \$2,000,000. for any one person and \$2,000,000. for any one occurrence for bodily injury. Automobile Liability insurance with the same limits shall be maintained by the Contractor on all automotive equipment used in connection with the contract.

Certificates of Insurance reflecting the above coverage shall be provided to the Town prior to commencement of any work by the Contractor. These certificates shall be in the name of the Town and shall further name the Town of Huntington as Additional Insured. The Contractor/Vendor shall be solely responsible for providing the Town of Huntington with thirty (30) days prior written notice of any cancellation, non-renewal or material change of action with regard to the required insurance coverage. Failure to notify the Town of a change in policy coverage is valid grounds for the Town to void the agreement. The Contractor/Vendor is required to present the Town of Huntington with an updated insurance certificate as part of its invoice backup for payment processing. Failure to do so will result in non- payment and the Town may choose to void the agreement.

(f) that he/she will keep him/herself fully informed, of all municipal ordinances and regulations, State and National Laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him/her and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws. The contractor agrees to defend, indemnify and hold the Town, its officers, agents and employees harmless from any liability and attorneys' fees, imposed upon or incurred by the Town, its officers, agents and/or employees arising from the negligence, gross negligence, recklessness, malpractice, or intentional tort of the contractor.

(g) That the items furnished shall conform to all of the provisions of the proposal and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted proposal sample.

5 - ASSIGNABILITY OF CONTRACTS

In the event the Contractor assigned, transfers, conveys, sublets, or otherwise disposes of the contract without written consent of the Town of Huntington, said contract shall be null and void and not binding upon the Town. General Municipal Law 109 is incorporated herein by reference as if fully set forth at length.

6 - LIMITATION OF ACTION

No action for any cause whatsoever arising out of this order shall be maintained against the Town by the Vendor, or anyone claiming under the Vendor, unless such action shall be commenced within six months:

(a) after expiration of this order or

(b) after the date of written notice to the Vendor from the Town of complete rejection or withheld acceptance or

(c) after the date of written notice to the Vendor from the Town of a deduction from the agreed price on the order, whichever of the events shall be the latest in time.

7 - LABOR LAWS AND DISCRIMINATION IN EMPLOYMENT

All proposers must comply with N.Y.S. Labor Law requirements and specifically without limitation:

(a) Pursuant to Sections 220 (e) and 239 of the Labor Law, in the hiring of employees for the performance of work under this contract or any subcontract hereunder:

(I) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, age or sex discriminate against any citizen of the state of New York who is qualified and available to perform work to which the employment relates;

(II) No contractor, subcontractor nor any person on his behalf shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, age or sex;

(III) There may be deducted from the amount payable to the contractor by the Town penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(IV) This contract may be canceled or terminated by the Town and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

(b) Pursuant to Section 220 (2) of the Labor Law, no laborers, workmen, or mechanics in the employ of the contractor, subcontractor or other person doing or contracting to do all part of the work contemplated by the contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property as provided therein.

(c) For every contract for the construction, reconstruction, maintenance and/or repair of public work, every laborer, workingman or mechanic shall be paid not less than such hourly minimum rate of wage and supplements not less than the prevailing wage supplements, all as provided in Article 8 of the Labor Law.

(d) Preference in Employment of Persons Upon Public Works - Every contractor and/or subcontractor agrees to give preference to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, as provided in Section 22 of the Labor Law.

(e) For every contract involving building service work as defined in Article 9 of the Labor Law, the contractor and/or its subcontractors shall be obligated to pay each employee on such work not less than the wage specified for his craft, trade or occupation in the prevailing schedule wages made part or to be made part of the specifications hereto, and agree to be bound by all of the provisions of Article 9 of the Labor Law.

8 - APPRENTICESHIP PARTICIPATION CONSTRUCTION CONTRACTS:

A. All bidders must comply with N.Y.S. Labor Law §816(b) which provides in pertinent part:

- a. "government entity" shall mean the state, any state agency, as that term is defined in section two-a of the state finance law, municipal corporation, commission appointed pursuant to law, school district, district corporation, board of education, board of

cooperative educational services, soil conservation district, and public benefit corporation; and

b. "construction contract" shall mean any contract to which a governmental entity may be a direct or indirect party which involves the design, construction, reconstruction, improvements, rehabilitation, maintenance, repair, furnishing, equipping of or otherwise providing for any building, facility or physical structure of any kind with a value in excess of \$250,000.

B. The Town of Huntington, Pursuant to Town Board resolution 2002-100 dated February 11, 2002, has adopted the requirements that contractors and sub-contractors on construction contracts have an approved Apprenticeship Agreement in accordance with NYS Labor Law §816 (b). The Town Board has elected, pursuant to this resolution, that when the Town is either a direct or indirect party to a construction contract that it will require apprenticeship agreements and/or programs to be in place for work on the project, that have been registered with, and approved by, the NYS Commissioner of Labor pursuant to the requirements of NYS Labor Law §816 (b). Such apprenticeship agreements/programs must be in place and utilized for the project for each type, class of craft, as well as the scope of work to be performed.

A copy of the certification letter received by the CONTRACTOR from NYS Dept of Labor approving CONTRACTOR'S Apprenticeship Program for each trade being employed on the project being quoted must be included in the CONTRACTOR'S bid at the time of Proposal submission.

9 - SALES AND EXCISE TAXES

Unless the proposal indicates otherwise, the Town is exempt from the payment of any sales, excise or Federal transportation taxes and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the Town, must submit the proper forms, and the Director of Purchasing, if satisfied as to the facts, will approve or issue the necessary certificates.

10- AUDIT

Purchase orders and contracts are subject to audit by the Comptroller of the Town of Huntington.

11- PAYMENT AND COLLECTION OF CHARGES

(a) The Town will make every effort to pay vouchers within thirty (30) days after (1) proper delivery of merchandise (2) receipt and approval of a properly executed claim voucher submitted to the Town Comptroller by the receiving Town departments or agencies; voucher forms shall be obtained from such departments or agencies.

(b) In any case where a question of nonperformance of a contract arises, payment may be withheld in whole or in part by the Town.

(c) All charges against a Vendor shall be deducted from current obligations that are due him/her or shall become due. In the event that there are no current obligations, the Vendor shall pay the Town the amount of any such charges.

(d) The Town will also avail itself of cash discounts for payments within prescribed times whenever possible.

(e) **Upon receipt of written notice that the construction phase of a contract has been fully performed, the Contractor shall file the itemized voucher pursuant to (a), above, and the Town will pay the Contractor the consideration due under the construction portion of the contract, *however consideration attributable to post-construction inspection services performed under the contract shall be paid upon completion of the inspection phase of the project.***

12- FUEL SURCHARGES

Town of Huntington will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the Town in the solicitation or contract. Any fuel charges added and not authorized by the Town will be deleted from any payments made to the vendor.

13- VENUE

This agreement shall be construed in accordance with the laws of the State of New York. The venue for any action/proceeding regarding this matter shall be the Supreme Court of the State of New York, County of Suffolk and/or the United State District Court, Eastern District of New York.

14- VENDOR RESPONSIBILITY

Pursuant to General Municipal Law §103, this contract will be awarded to the *lowest responsive and responsible bidder*, if applicable. A *lowest responsible bidder* has been defined as a bidder that is pecuniarily responsible, morally worthy, skilled, and possesses judgment, integrity, and sufficient financial resources; is “accountable or reliable”; and, has the ability to perform the contract. The determination of who is *responsible* as part of the term *lowest responsive and responsible bidder* shall be made in accord with General Municipal Law §103, the rules and regulations promulgated pursuant thereto and the body of decisional law interpreting same; and, without limitation to the foregoing, a bidder may not be deemed *responsible* by the municipal agency, if records indicate that there is a:

- Lack of adequate expertise or experience with comparable projects or financial resources to perform the contract;
- Criminal conduct involving government contracts, business activities or environmental laws;
- Grave disregard for the safety of employees, governmental personnel or the public;
- Lack of proper training of personnel;
- Willful noncompliance with prevailing wage and supplement payment laws;

- Significant labor-law violations, including violations of laws regarding child labor, wage payment and unemployment-insurance tax;
- Significant violations of N.Y. Workers Compensation Laws;
- Failure to make good-faith efforts to comply with laws and regulations regarding minority-owned, women-owned, and disadvantaged business subcontractors, where applicable;
- Failure to make good-faith efforts to provide employee apprentice opportunities through registered apprenticeship-training programs, where applicable;
- Mathematically or materially unbalanced bid;
- An unreasonably low bid; i.e. a bid which is so much lower than the agency’s estimate of cost that it appears unlikely that the bidder will be able to perform the contract for its bid price;
- False or misleading statement(s) in connection with a bid or request for approval of a subcontractor;
- Record or history of non-performance on prior town contracts; or
- Any other consideration that the municipal agency deems appropriate, given the facts and circumstances of the contract, including without limitation, the bidder’s ability to perform the contract within the required time frame. [33 N.Y. Prac., New York Construction Law Manual §2:4 (2d ed.) (May 2016 update); Opinion of NYS Comptroller 90-48]

15- PROTEST POLICY

It is understood that a party who has responded to a bid, request for proposal, or request for statement of qualification issued by the Town of Huntington shall be considered an interested party to the award or failure to award said contract. Such an interested party shall, within five (5) business days following the award of a contract, be permitted to file a written protest to said action (a “Protesting Party”, and “Written Protest”), as set forth below.

Upon the Protesting Party’s (i) filing a Written Protest and (ii) payment of a Two Hundred & XX/100 (\$200) Dollar protest fee by certified check or money order made payable to the “Town of Huntington”, with each delivered to the Director of Purchasing of the Town of Huntington (and a copy of said Written Protest delivered to the Town Attorney), the Town of Huntington’s Director of Purchasing shall notify the Town Attorney in writing of the foregoing.

Not later than twenty (20) business days following his or her receipt of said written notice from the Director of Purchasing, the Town Attorney shall convene a board of responsibility, which shall be comprised of the following persons, (i) the Town Attorney (or Deputy Town Attorney, as directed by the Town Attorney), (ii) the Director of Purchasing, and (iii) the Department Head involved in the procurement of the contract at issue (or his/her Deputy or designee, as directed by the Department Head) (hereinafter, the “Board of Responsibility”). By written notice delivered pursuant to the contact information provided within the Written Protest, the Town Attorney shall notify the Protesting Party of the date, time and location the Board of Responsibility shall meet to consider the Written Protest (the “Protest Hearing”), which may be adjourned at the Town Attorney’s sole discretion.

The Town Attorney (or the Deputy Town Attorney, as applicable) shall act as Chair of the Board of Responsibility. He/she shall conduct the Protest Hearing in an informal manner, as the Town Attorney or Deputy Town Attorney sees fit. In its deliberations, the Board of Responsibility shall investigate the Written Protest by, among other things, taking evidence relevant to it. The Protesting Party may appear at the time and place designated by the Town Attorney for Protest Hearing, with or without counsel, and he/she/it may testify and/or submit evidence to the Board of Responsibility in support of his/her/its protest. Additionally, the Protesting Party may invite other persons who may have knowledge of the facts and circumstances surrounding the Written Protest, to attend and give evidence. The Town Attorney may call additional parties who shall have knowledge or expertise with respect to the matters at issue, to attend the Protest Hearing.

The Board of Responsibility shall render a decision on the merits of the Written Protest, with a copy thereof delivered to the Protesting Party not more than twenty (20) business days following the date (and closing) of the Protest Hearing. The Protesting Party may request a copy of any transcript made of the Protest Hearing, which if provided shall be furnished at the Protesting Party's sole cost and expense.

16- FORCE MAJEURE

Unless otherwise expressly provided herein, no Party hereto shall be deemed to be in default of this Agreement (including any modification hereto) due to a delay by it in the satisfaction of an obligation to be performed hereunder, provided said delay can be reasonably shown to have resulted, directly or indirectly, from circumstances beyond its control (and not from its own negligence or willful misconduct), including, without limitation, strikes; work stoppages; power or other mechanical failure; computer virus and/or computer failure; accidents; epidemics, pandemics, endemics or outbreaks; natural disaster; acts of war, terrorism or sabotage; civil or military disturbances; government action; or acts of God (an "Excused Delay"). In the event of an Excused Delay, the time to satisfy said obligation shall be extended for a period equal to the time lost by reason of said delay. Moreover, if the Excused Delay causes the purpose underlying the obligation to be completely frustrated, then the obligation itself shall be excused and its performance requirement cancelled, without recourse or damages. The aforementioned notwithstanding, a Party claiming the benefit of this provision shall, as soon as is reasonably practicable following when such a delay can be anticipated, (a) provide written notice to the other Party of (i) the nature and anticipated duration of the Excused Delay and (ii) the specific cause for said Excused Delay, and (b) if practicable, shall commence using commercially reasonable efforts to resume performance under this Agreement, and to mitigate any damages caused by the Excused Delay

17- COVID-19

Unless otherwise expressly provided herein, no Party hereto shall be deemed to be in default of this Agreement (including any modification hereto) due to a delay by it in the satisfaction of an obligation to be performed hereunder, provided said delay can be reasonably shown to have resulted, directly or indirectly, from circumstances caused by the COVID 19 pandemic and related factors (an "Excused Delay"). In the event of an Excused Delay, the time to satisfy said obligation shall be extended for a period equal to the time lost by reason of said delay. Moreover,

if the Excused Delay causes the purpose underlying the obligation to be completely frustrated, then the obligation itself shall be excused and its performance requirement cancelled, without recourse or damages. The aforementioned notwithstanding, a Party claiming the benefit of this provision shall, as soon as is reasonably practicable following when such a delay can be anticipated, (a) provide written notice to the other Party of (i) the nature and anticipated duration of the Excused Delay and (ii) the specific cause for said Excused Delay, and (b) if practicable, shall commence using commercially reasonable efforts to resume performance under this Agreement, and to mitigate any damages caused by the Excused Delay.

IRAN DIVESTMENT ACT

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 entering into this Contract, 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, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before The Town of Huntington (Town) may approve a request for Assignment of Contract.

During the term of the Contract, should Town receive information that a person is in violation of the above referenced certification, the Town 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, the Town 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 reserves the right to reject any request for assignment for an entity that appears on the prohibited entity 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.

CONTRACTS INVOLVING INSTALLATION

1. Contractor shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.
2. Installation shall also include the furnishing of any rigging necessary to move equipment into the building; also the removal and resetting of any removable windows used for moving equipment into building and removal of any trade-ins, if any.
3. Proposers shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing equipment in the locations required.
4. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which the Contractor or his/her works are responsible.

VEHICLES

5. All equipment proposed must be in production and have had in use experience. Any and all equipment listed by the Manufacturer as "Standard" for the model offered shall be provided on the delivered vehicle.
6. The Manufacturer's Standard Warranty shall cover all equipment delivered.
7. Vehicles shall be completely serviced including cleaning (outside and inside) prior to delivery.
8. Award will not be made to any dealer who cannot provide warranty repairs and services within the County of Suffolk. Vendor not having a place of business in the County of Suffolk shall provide in writing the name and location of the agency within the County of Suffolk where such services will be performed.
9. No name other than the Manufacturer's shall appear on the Vehicle.
10. Any deviations from these Specifications will be considered cause for disqualification unless fully explained in the bid. Acceptance of such deviations shall be within the discretion of the Director of Purchasing.
11. Bids will be considered only from Equipment or Vehicle Manufacturers or their Authorized Dealers.
12. All vehicles shall be painted the color as specified. All paint shall be factory applied at the time of vehicle manufacture. Dealer painted vehicles will not be accepted.

SAFETY DATA SHEETS (SDS)

13. As the Town is required to be in compliance with Federal OSHA Communication Standard 29CFR1910.1200 all classes of materials covered by the specification that are purchased by the Town shall, no later than the time of delivery, receive a copy of the SDS appropriate to the ordered material. Failure to comply with this requirement shall be construed as improper or incomplete delivery and payment will be withheld until all terms and conditions of the purchase contract are met to the satisfaction of the Director of Purchasing.

NEW YORK: CONTRACTUAL NON-DISCRIMINATION PROVISION

To be included in every contract for the construction, alteration or repair of any public building or any public work or for the manufacture, sale or distribution of materials, equipment or supplies (performed within the state):

* * *

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the Contractor, nor any subcontractor engaged by the Contractor, nor any person acting on behalf of the contractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which his or her employment relates.

(b) Neither the Contractor, nor any subcontractor engaged by the Contractor, nor any person acting on behalf of the Contractor or any subcontractor engaged by the Contractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin.

(c) The Town may deduct from the amount payable to the Contractor under this contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract.

(d) The Town may cancel or terminate this contract, and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

(e) The aforesaid provisions of this section, insofar as they apply to the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

SPECIAL INSTRUCTIONS TO PROPOSERS

If you wish to retain copies of your submission for your records you may photocopy any pages you require. The successful low proposer will be issued a notice of award.

In the case of inclement weather or a declared emergency go to the Town website for information: <http://huntingtonny.gov>

In the event that the Town of Huntington Purchasing Office is closed the Due Date of the RFP, the RFP(s) will be due at the same time the next day that the Town of Huntington Purchasing Office is open.

PLEASE TAKE NOTE OF THE

NON-COLLUSIVE and the PUBLIC DISCLOSURE STATEMENTS

Completion of these sections of the proposal are required each and every time a proposal is submitted.

Completion of these sections any time in the past does not relieve the proposer from completion of these pages with this proposal.

Financial documents as specified in paragraph nine (9) of the Public Disclosure Statement must accompany this proposal. If you wish these financial statements to remain confidential, please so indicate at the time of submission.

If you fail to complete these sections and to have them properly notarized as required, you may be judged non-responsive and not be awarded the contract, even if you are the lowest proposer.

Under §53-3 through §53-8 of the Code of the Town of Huntington and GML §103 the Town requires that this document be returned intact and that it be filled out completely as part of your formal sealed proposal response.

Please do not remove any pages from this proposal package.

Questions During the Bidding Period: Questions, requests for information or interpretations concerning the drawings or specifications, or any aspect of the project must be addressed in writing to the DIRECTOR OF PURCHASING, TOWN OF HUNTINGTON, Town Hall, 100 Main Street, Room 209, Huntington, New York 11743, Fax # (631) 351-2833 or email at purchasing@huntingtonny.gov and to be given any consideration, must be received at least five (5) business days prior to the date fixed for the opening of request for proposal.

Town of Huntington

SHELLFISH ENHANCEMENT AND EDUCATIONAL INTERNSHIP PROGRAM AT GOLDSTAR BATTALION BEACH HUNTINGTON, NEW YORK

RFP No. 2021-01-001

I. Brief Background:

Shellfish play an important role in the economy of Long Island by creating commercial and recreational opportunities that generate both direct and indirect revenues for local communities. Shellfish such as the Eastern Oyster (*Crassostrea virginica*) and Hard Shell Clam (*Mercenaria mercenaria*) are also an important part of the marine ecosystem as they provide necessary forage base for many fish and invertebrates species; and as suspension feeders, they are able to filter algae and other particles to help improve water quality.

Many embayments and harbors of the Long Island Sound that once boasted healthy populations of shellfish have experienced significant declines from a wide variety of stresses. One such area is the Huntington-Northport Bay Complex (HNBC) that, in the 1990's, experienced a loss of oyster beds from disease, parasites and possible recruitment failure. Despite these recent impacts to oyster beds, Huntington is fortunate in that it still has a relatively productive hard clam population and oyster resources that are recovering. It is important that steps be taken to ensure that this clam population is maintained and enhanced, and that oyster beds and other shellfish that once flourished in this area (e.g. bay scallop) be restored for future generations to benefit. To facilitate these goals, the Town of Huntington has been engaged in the management of their shellfish resources through regulation and water quality improvement projects. The Town has also been involved with restoration and enhancements efforts, where hatchery raised oysters and clams are grown in Floating Upwelling Systems (FLUPSY) units, where each FLUPSY consists of eight (8) upwelling silos, and located at Gold Star Battalion Beach (Gold Star), Huntington Harbor.

To augment shellfish resources, the Town is seeking to secure an outside Contractor to culture 2 million "white" Hard Shell Clam seed and 2 million Eastern Oyster seed in late winter/early spring that originate from HNBC stock (use of *notata* variety hard Shell Clam seed will not be acceptable). When the clams reach 2.4 – 4.0 mm size they will be transferred to the Town's FLUPSY units at Gold Star and cultured by the Contractor beginning in May of each year. The Contractor shall be responsible for the growing, monitoring of clam and other shellfish species (e.g. oysters) in the Town FLUPSY units. Throughout all phases of the project, the

Contractor shall be responsible for calibrating flow rates in upwellers, monitoring environmental conditions (temperature, salinity, dissolved oxygen and chlorophyll levels) at the FLUPSY units. The Contractor shall also monitor growth and mortality rates in upwellers, sort shellfish, determine appropriate shellfish stocking densities for transferring between upwelling compartments. All data collected will be used to guide the culturing methods and release times to help optimize survival. The Contractor shall also continually update and refine the shellfish culturing and enhancement strategies to provide for an adaptive management scenario if priorities or the local ecosystem changes.

A new component has been added to the Town's shellfish / educational program through the development of student internship opportunities that seek to enhance student interest and careers in marine science. The Contractor will continue to develop and expand an educational summer internship program for local high school and college students that provides real-time education and training in aquaculture, shellfish management and educational outreach.

Student intern training: The program shall include training for student interns at both the Contractor's shellfish hatchery, and the Town's grow-out facility at Gold Star to gain a basic understanding of the early life history stages and culturing of the hard clam. The student interns shall receive training including culturing micro-algae and assisting with the daily feeding and culturing of Hard Shell Clams and Eastern Oysters in the hatchery. The Contractor shall instruct student interns on how to set up and maintain educational displays and touch tanks containing local marine life at Gold Star, and instruct interns with reference to educational teaching methods for the general public, how to identify local marine finfish and invertebrate species, and how to properly handle touch tank animals for educational outreach purposes.

Student intern responsibility: Each student intern shall be responsible for the routine feeding and general aquarium maintenance of these tanks, as well as the collection and development of the educational displays. The interns shall utilize their educational skills by teaching the general public and the Town's Camp Gold Star participants about the animals held in these displays. An emphasis shall be placed on educating the public about the importance of shellfish to the health of the ecosystem, and the importance of stewardship practices to help the local marine environment.

The restoration and enhancement of shellfish in the Huntington-Northport bay complex is an essential management component of these resources, not only to increase commercial production, but for improving local marine ecosystem function and water quality, and to increase recreational and stewardship opportunities for citizens. Organizations interested in assisting the Town in achieving these goals in its shellfish management program must have a minimal of 10 years of experience in shellfisheries management, hatchery production and marine environmental educational outreach.

Interested organizations should submit a detailed project proposal and budget estimate for completion of tasks to the address below no later than 12:00 noon on Friday April 18, 2008. This proposal should be no longer than ten (10) pages in length. Contractor selection will be based on project cost estimate, organization's approach and understanding of the project, the organization's familiarity with the project area, experience of project director and support staff, proven aquaculture experience, and experience with other government agencies.

. Project Scope and Description of Services. The Contractor shall, at a minimum, provide the following: i) assist the Town of Huntington with their shellfish enhancement, restoration and management objectives; ii) develop an educational and informational-based platform to inform residents of ongoing Town projects and foster stewardship of the harbors, and (iii) create an internship opportunity for local high school / college students providing real-time education and training in aquaculture and shellfish management.

A. Shellfish Enhancement and Restoration:

i) Contractor shall work with the Department of Maritime Services to develop a suitable program for shellfish enhancement and restoration within the greater Huntington – Northport Bay complex, with focus on the Hard Shell Clam (*Mercenaria mercenaria*) and Eastern Oyster (*Crassostrea virginica*).

ii) Contractor shall review existing shellfish growing methodologies utilized by the Town and identify areas to improve or modify.

iii) The Contractor shall culture “white” Hard Shell Clam seed (*Mercenaria mercenaria*) derived from local greater Huntington – Northport Bay complex broodstock to desired size and density as specified by the Town of Huntington.

iv) The Town of Huntington shall purchase a quantity of Hard Shell Clams (*Mercenaria mercenaria* -excluding the *notata* variant) not to exceed two million (2,000,000) animals at a minimum size of 2.5 to 4 millimeters in length from the Contractor. Clam seed (not less than 2.5 millimeters in length) shall be transferred to the Town FLUPSY units at Gold Star and cultured by the Contractor beginning in the month of June.

v) The Town of Huntington shall purchase a quantity of Eastern Oyster (*Crassostrea virginica*) not to exceed four hundred thousand (400,000) animals at a minimum size of 2.5 to 4 millimeters in length from the Contractor. Oyster seed (not less than 2.5 millimeters in length) shall be transferred to the Town FLUPSY units at Gold Star and cultured by the Contractor beginning in the month of June.

vi) Contractor shall provide qualified technical staff responsible for the daily maintenance, growout and monitoring of Hard Shell Clam seed (*Mercenaria mercenaria*), Eastern Oyster seed (*Crassostrea virginica*), and other shellfish species in the Town FLUPSY units to include but not limited to the Bay Scallop (*Argopecten irradians*) beginning May 14th through October 31st.

vii) Contractor shall monitor environmental variables and growth rates of seed shellfish in the FLUPSY, and shall calibrate flow rates in upwellers, and monitor environmental conditions to include but not limited to: temperature, salinity, dissolved oxygen and chlorophyll levels at Gold Star. Contractor shall also monitor growth and mortality rates in upwellers, sort shellfish, determine appropriate shellfish stocking densities for transferring between upwelling compartments. All data collected will be used to guide the culturing methods and release times to help optimize survival. Contractor will also continually update and refine the shellfish culturing and enhancement strategies to provide for an adaptive management scenario if priorities or the local ecosystem changes.

vii) Contractor shall work with the Department of Maritime Services to broadcast cultured shellfish in desired locations as prescribed by the Town's management objectives.

B. Educational Component:

i) The Contractor shall work with the Town to develop and implement internship opportunities and seek eligible candidates (students) for the program from local high schools and/or colleges. The program shall provide real-time education and training in aquaculture, shellfish management and culturing techniques. The intern shall work directly with the Contractor at the Town's FLUPSY facility located at Gold Star receiving program training and work experience with an emphasis in career opportunities in the field of marine science.

ii) Through an internship program, the Contractor shall develop and provide an educational component to the public at the Gold Star location to include:

a. Train student interns as follows:

- Begin with an intern educational program where students gain a basic understanding of the early life history stages and culturing of the hard clam at the Contractor's shellfish hatchery then at the Town's grow-out facility at Gold Star.
- Acquaint students in methods of micro-algae (phytoplankton) culture where they can assist with the daily feeding and culturing of hard clam in the hatchery.

- Demonstrate how to set up and maintain educational displays and touch tanks containing local marine life at Gold Star, and instruct interns with reference to educational teaching methods for the general public.

- Explain techniques (systematics) used to identify local marine finfish and invertebrate species, and how to properly handle touch tank animals for educational outreach purposes.

b. Supervise student interns with specific responsibilities to include:

- Daily / routine feeding and general aquarium maintenance of various display tanks, as well as the collection and development of the educational displays.
- Implementation of their educational skills by teaching the general public about the various species and ecology of the animals held in these displays. An emphasis shall be placed on educating the public about the importance of shellfish to the health of the ecosystem, and the importance of stewardship practices to help the local marine environment.
- Developing informational displays on a bulletin board located at the site to familiarize the public about local marine life, the Town's ongoing marine resource enhancement projects, and environmental measures that result from the project.
- Work in concert with the Town's Department of Parks and Recreation to assist with their Camp Gold Star marine educational program including touch tank demonstrations and observation techniques; the program is conducted for Town of Huntington's youth from June through mid-August.

iii) Compensation – Internship Program: It shall be the Contractors responsibility to pay all student interns associated with this internship program no less than the minimum hourly wage for work or agreeable stipend.

C. FLUPSY Growout and Maintenance Responsibility:

The Town's Department of Maritime Services shall assist the contractor with some routine maintenance of FLUPSY units, upwellers and silos (e.g. cleaning, repairs, and replacement of damaged or broken parts or equipment) and environmental learning center as needed.

D. Final Report:

The Contractor shall submit a Final Report to the Town no later than thirty- (30) days prior to the end of the contract term. The Final Report shall be the exclusive property of the Town and shall include a summary of:

- i) FLUPSY growout program: include the number of animals, final size distribution, growth rate, mortality rate, and field-planting locations;
- ii) Environmental conditions: provide seasonal characteristics of environmental variables measured at the growout site including temperatures, salinity, dissolved oxygen and chlorophyll levels;

iii) Data: all data collected from the shellfish growout program will be used to guide the culturing methods and release times to help optimize survival;

iv) Internship program: provide a synopsis of shellfish aquaculture-training; career opportunities realized, initiatives that may advance the student to a scholarship program and/or a career in marine science;

v) Touch tank / environmental education program: provide a summary on of the educational component conducted at Gold Star including information disseminated to area residents about local marine fauna in Town waters, the Town's shellfish management program, and environmental measures contributing to the protection and enhancement of the Town's **marine ecosystem and wildlife.**

In addition to the services to be provided it is expected the successful proposer will supply tools and equipment as set forth on the following list:

Equipment Goldstar Facility Requires

General Purpose (Total Cost Estimate \$7,700)

1. Computer and printer (\$700)
2. Storage containers supplies (\$250)
3. PVC Supplies (\$1,000)
4. Hand tools (wrenches, pliers, socket sets, screwdrivers, etc.) (\$1,000)
5. Power tools (table saw, chop saw, sawz-all, grinder, jigsaw, drill, etc.) (\$2,500)
6. Air Conditioning/Heating Unit (\$750)
7. Back-up Generator (\$1,500)

Shellfish Related (Total Cost Estimate \$43,675)

1. SeaCap Algae culture system (\$25,000)
2. Larval conicals (\$1,500)
3. 3 Downtellertanks (\$1,200)
4. 3 Upweller tanks (\$2,100)
5. 25 Custom made downweller and upweller silos (\$5,000)
6. Mesh (various sizes) for FLUPSY grow-out boxes (\$2,000)
7. 23 Custom made sorting sieves for shellfish (larval-grow-out) (\$1,500)
8. 25 Totes for shellfish transport (\$625)
9. 5 Ice Eater Pumps (3/4hp) (\$2,000)
10. Sump pumps and mag drive pumps for downweller tanks and algae (\$500)
11. 4 100ft Garden hoses and reels (\$250)
12. Custom made davit for hoisting FLUPSY boxes (\$1,000)
13. Custom storage box for supplies and pump on FLUPSY dock (\$1,000)

Internship Related (Total Cost Estimate \$8,000)

1. Hand-held multiparameter meter for water quality (\$2,000)
2. Centrifuge and spectrophotometer for chlorophyll *a* analysis (\$1,500)
3. Digital scale, vacuum pump and drying oven for total suspended solid analysis (\$3,000)
4. Educational microscope with tablet (\$1,500)

Town Camp Related (Total Cost Estimate \$1,300)

1. Pump (2hp) to bring water to building for touch tank (\$800)
2. Touch tank (\$500)

Total Supplies Cost Estimate: \$60,675

II. Meetings:

The selected Contractor shall be required to meet with Town of Huntington Department of Maritime Services on a quarterly basis to discuss the progress of the project and findings to date.

III. Project / Budget / Term:

The Town of Huntington requires that interested applicants responding to the RFP submit a project work description and budget with the proposal as follows:

A. The term of an agreement with the Town of Huntington shall commence upon execution of the contract for a five (5) year period with an option to renew for an additional 2 years.

B. A budget shall be submitted as a “fee for service” to include the following:

- i) Hatchery production of two million (2,000,000) Hard Shell Clam seed at a minimum size of 2.5 to 4 millimeters in length.
- ii) Hatchery production of four hundred thousand (400,000) Eastern Oyster seed at a minimum size of 2.5 to 4 millimeters in length.
- iii) Quotation for Shellfish Enhancement and Restoration and the Educational Component shall be submitted as a separate quotation.

C. Based on a satisfactory rating by the Town of Huntington with respect to the contractor's performance, the contract shall be for a five (5) year period with an option to renew for an additional 2 years

IV. Necessary Requirements:

A. Insurance: The selected consultant shall have and maintain for the life of the contract the following insurance:

1. Comprehensive Liability and Property Damage combined single limit, \$2,000,000.00 per occurrence. The selected consultant shall have \$2,000,000 automotive liability coverage. The Town of Huntington, the Town Board Town of Huntington and the Town of Huntington Board of Trustees shall be named, by endorsement, on the selected consultant policy; and
2. Professional Liability; and
3. Workers Compensation and Disability Benefits per Statutory Requirements; and
4. Cancellation: Should any of the selected Consultant's insurance policies be cancelled before the expiration date, the issuing insurer will endeavor to mail thirty (30) days written notice to the Town of Huntington; and

B. Disclosure: The selected consultant shall present to the Town of Huntington the following documents:

1. Public Disclosure by Contractor doing business with the Town of Huntington; and
2. Annual Financial Report.

V. Selection/Evaluation Process:

A. The Director of the Department of Maritime Services and his appointees will make a timely review of the submitted response to the Request for Proposal. Selection of a contracting firm will be based on:

1. Project cost estimate (20%);
2. Contractor's approach and understanding of the project (25%);
3. Contractor's familiarity with the project area (20%);
4. Number of years experience in aquaculture technology/shellfish growout (15%);
5. Experience of project director and support staff (10%);
6. Contractor's experience with other government agencies (10%).

Recommendations of up to three (3) finalists may be submitted to the Town Board.

B. The Town Board may opt to interview the three (3) finalists in a 10 – 20 minute interview. Final selection of a contractor will be made solely by the Town Board.

C. The Town may reject any or all proposals.

VI. Proposal Submittal:

Submit four (4) copies and one (1) original of your proposal and five (5) separate sealed fee proposals by 12:00 noon, Prevailing Time on January 29, 2021 to:

Lori E. Finger, CPPB
Director of Purchasing
Town of Huntington
100 Main Street, Room 209
Huntington, New York 11743-6991

One (1) copy of the complete proposal including the pricing proposal must be included on a USB drive labeled with your company name and RFP number.

This RFP constitutes only an invitation to make a proposal to the Town. The Town reserves, holds, and may in its sole discretion exercise the following rights and options with respect to the RFP and subsequent license:

- To waive any informalities with respect to the submission requirements.
- To reject any or all proposals.
- To cancel this RFP with or without the substitution of another RFP.
- To supplement, amend, or otherwise modify this RFP, prior to the time of public opening.
- To issue additional and or subsequent RFPs.
- To negotiate with the operators for amendments or other modifications to their proposals.
- To select and enter into a license agreement with an operator whose proposal best satisfies the overall interests of the Town.

This is an RFP, under which, unlike an ordinary competitive bid, the Town reserves the right to select a proposal, without the amount offered as the cost being the sole determinative factor.

PROPOSAL SUBMISSION:

Proposals, along with a separate sealed fee proposal, must be submitted by the date indicated below. The Town will review the submitted Proposals and make a selection that is in the best interest of the Town.

One (1) copy of the complete proposal including the pricing proposal must be included on a USB drive labeled with your company name and RFP number.

Submit four (4) copies and one (1) original of your proposal and five (5) separate sealed fee proposals to:

Lori E. Finger, CPPB
Director of Purchasing
Town of Huntington
100 Main Street, Room 209
Huntington, New York 11743

by **12:00 PM, Noon, on Friday, January 29, 2021**

PRICES

If a like or lower quantity of any item in this PROPOSAL is sold to any Political sub-division, School District, Fire District or any agency of the State of New York at a greater discount or lower price than the prices quoted herein, the price of the Town of Huntington shall be reduced to that lower price.

CANCELLATION

The Town may upon not less than Thirty (30) Days notice to the other party cancel this contract without recourse. Such cancellation shall in no way be deemed a breach of contract.

**SHELLFISH ENHANCEMENT AND EDUCATIONAL INTERNSHIP
PROGRAM AT GOLDSTAR BATTALION BEACH
HUNTINGTON, NEW YORK**

RFP No. 2021-01-001

PROPOSAL SUBMITTED BY:

(Signature of Proposer)

(Printed Name and Title of Proposer)

(Company or Corporation) Date

Address, City, State, Zip

Telephone, FAX, Pager, e-mail address

CORPORATE SEAL

**PUBLIC DISCLOSURE BY CONTRACTOR/VENDORS DOING
BUSINESS WITH TOWN OF HUNTINGTON**

For use pursuant to Chapter 53 of the Code of the Town of Huntington

1. Contractor's/Vendor's Name _____
Address _____
City and State _____
Zip Code _____

2. Contracting Department's Name _____
(Enter "Purchasing" if Supply or Service Bid)

3. Payee Federal Identification or Social Security No. _____

4. Type of Business: Corporation Partnership
 Sole Proprietorship Other _____

5a. Is your firm entering into a contract in excess of \$1,000?
 Yes No

5b. Is your firm entering into more than one contract with the Town of Huntington aggregating more than \$1,000?
 Yes No

5c. Are you making application to the Town Board, Planning Board or Zoning Board of Appeals of the Town of Huntington involving work in excess of \$1,000?
 Yes No.

If you answered "Yes" to part 5a, 5b or 5c, you must complete parts 6 through 8. In any event, you must answer parts 9, 10 & 11.

6. List the names and addresses of all shareholders who hold an actual or beneficial interest in five percent (5%) or more of the outstanding stock issued by the contractor or vendor including the names and addresses of officers and Directors of corporate shareholders.

7. List the names and addresses of any other contractor, vendor or person who has, holds or may derive any actual or beneficial percentage of interest in any other form of ownership (that is, other than stock ownership) of the contractor or vendor in an amount equal to five percent (5%) or more.

8. Table of Organization.

a. List names and addresses of all individuals serving on the Board of Directors or comparable body of the contractor or vendor.

b. List names and addresses of all corporate officers of the contractor or vendor. (Include title of officer.)

c. List the names and addresses of all counsel of the contractor or vendor.

9. Submit with disclosure statements any one of the following three items:

- 1) a complete financial statement listing all assets and liabilities as well as a profit and loss statement for the prior year ,or
- 2) a letter of reference from a recognized bank or financial institution indicating that you are in a good financial position, or
- 3) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW

These statements must be affirmed. (See attached Affirmation)

10. The undersigned shall include the Contractor's/Vendor's Public Disclosure Statement with the contract (describe general nature of the contract).

11. VERIFICATION This section must be signed by an officer or principal of the contractor or vendor authorized as a signatory of the company for the purpose of executing contracts. The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: _____
Signed: _____
Printed Name: _____
Title: _____

NOTARY PUBLIC

STATE OF NEW YORK)

ss:

COUNTY OF _____)

[Proprietorship/ _____, being duly sworn, deposes
[Partnership and says; deponent has read the foregoing Contractor's/Vendor's
Verification] Public Disclosure Statement and knows the contents thereof;

the same is true to deponent's own knowledge.

[Corporate Verification] The _____ of
a _____ corporation;

deponent has read the foregoing Contractor's/Vendor's Public Disclosure Statement and knows the contents of; and the same is true to deponent's knowledge. This verification is made by deponent because _____ is a corporation and deponent is an officer thereof.

Signed: _____
SIGNATURE OF NOTARY PUBLIC

Print Name: _____
PRINT NAME OF NOTARY PUBLIC

Sworn to before me

on _____, 20__

WARNING: The failure to file a verified Public Disclosure Statement as required under this local law shall constitute a material breach of contract. Town of Huntington may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of New York State.

TOWN OF HUNTINGTON
AFFIRMATION OF FINANCIAL STATEMENT
Part of Question 9 of Attached Public Disclosure Statement

I hereby affirm that the financial statement herein submitted is a true and accurate statement.

Company Name _____

Individual Signature _____

Individual's Name _____
(Print or Type)

Title _____

Date _____

Notary Public
State of New York, County of _____

Before me came _____ known to me and affirms that he has read the attached financial information and that the attached statement is true to the affirmant's own knowledge.

Notary Public _____ Date _____

Notary Seal

TOWN OF HUNTINGTON PROPOSER'S AFFIDAVIT

At the time of submission of the proposal, the following affidavit must be executed and transmitted to OWNER.

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss:

_____, being duly sworn deposes
and says that (Name)

he/she is the _____ of _____
(Officer) (Proposer)

which company is submitting a proposal for _____,
(Project/Proposal Number)

(Description of Project/Proposal)

_____, understands and is familiar with
(Proposer)

the provisions of the Huntington Town Code. _____
(Proposer)

is currently in full compliance with the provisions the Code of the Town of Huntington
and makes this affidavit in order to induce the TOWN OF HUNTINGTON to award the
aforesaid proposal to _____ with
(Proposer)

full knowledge that the TOWN OF HUNTINGTON is relying on the truth and accuracy
of the

statements contained herein. _____ further understands
(Proposer)

and agrees that the proposal will be denied if _____ is
(Proposer)

not in compliance with the Code of the Town of Huntington.

Signature (Officer)

Print Name (Officer)

Dated: _____

Subscribed and sworn to before me

this _____ day of _____, 20__.

Notary Public

THE APPROPRIATE SECTION OF THIS PAGE MUST BE SIGNED BY ALL PROPOSERS

GENERAL MUNICIPAL LAW - 103-D

Non-collusive certifications:

By submission of this proposal, the proposer certifies that; (A) This proposal has been independently arrived at without collusion with any other proposer or with any competitor or potential competitor; (B) This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of proposals for this project, to any other proposer, competitor or potential competitor; (C) No attempt has been or will be made to induce any other person, partnership, or corporation to submit to or not to submit a proposal; (D) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the proposer as well as to the person signing in its behalf.

If Not A Corporation

Proposer's Business Name

Signed By

Title

If A Corporation

(E) The following is a certified copy of resolution authorizing the execution of this certificate by the signator of this proposal in behalf of the corporate proposer. Resolved that _____ be authorized to sign and submit the proposal of this corporation for the project described, herein, in the Notice to Proposers, Item # (where applicable) and to include in such proposal the certificate as to non-collusion required by section one hundred three-D (103-D) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate proposer shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its Board of Directors held on _____ day of _____ 201_.

SEAL OF THE CORPORATION _____
Signature of Secretary

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The proposer hereby acknowledges that he has received and that he has considered in the preparation of his proposal, all requirements in the following Addenda to this contract:

<u>ADDENDUM</u>	<u>DATE OF ADDENDUM</u>	<u>ACKNOWLEDGEMENT PROPOSER(SIGNATURE)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The indicated acknowledgements are to be by the same persons executing the proposal.

IMPORTANT:

THIS FORM MUST BE FILLED IN BY ALL PROPOSERS. IF NO ADDENDA ARE RECEIVED, INDICATE "NONE", AND SIGN THE ACKNOWLEDGEMENT.

Contracted Entity Third-Party Certification Statement - Stormwater Management Program:

ATTENTION CONTRACTORS: THIS CERTIFICATION APPLIES TO ALL CONTRACTS WITH THE TOWN OF HUNTINGTON WHERE THE CONTRACTOR IS PERFORMING WORK THAT MAY DIRECTLY OR INDIRECTLY CAUSE OR CONTRIBUTE TO POLLUTANT DISCHARGES INTO MUNICIPAL SEPARATE STORM SEWER SYSTEMS LOCATED THROUGHOUT OF THE TOWN OF HUNTINGTON.

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Town of Huntington’s Stormwater Management Program (SWMP)* and Stormwater Management Program Plan (SWMPP)** and agree to implement any corrective actions identified by the Town of Huntington and/or its designated representative(s).

I also understand that the Town of Huntington must by law comply with the terms and conditions of the State of New York’s State Pollutant Discharge Elimination System (SPDES) GP-0-15-003 “*Municipal Separate Storm Sewer Systems (MS4) Permit*”*** and that it is unlawful for any person employed by or under contract to the Town of Huntington to directly or indirectly cause or contribute to a violation of surface water and/or groundwater quality standards.

Further, I understand that my own responsibility and/or liability to comply with the terms and conditions of the Huntington SWMP and Huntington SWMPP as a condition of performing and being paid for the work pursuant to the subject contract shall be neither diminished, eliminated nor lessened by any MS4 program non-compliance by the Town of Huntington with respect to said contract or any other element of the Town’s MS4 Program.

<hr/> <p><i>(Name of Contractor)</i></p> <hr/>
<p>(Signed By)</p>

Contact Information	
Business/Firm Name:	<hr/>
Address:	<hr/> <hr/>
Telephone Number:	<hr/>

* - <http://www.huntingtonny.gov/content/13749/16439/16577/16591/default.aspx>

** _

http://www.huntingtonny.gov/filestorage/13749/16439/16577/16591/26387/Town_of_Huntington_SWMP_Plan_031413_Rev3.pdf

*** - http://www.dec.ny.gov/docs/water_pdf/ms4permit.pdf

STATE OF NEW YORK)

: SS.:

COUNTY OF SUFFOLK)

On this _____ day of _____, 20__, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is _____ of the corporation described herein and which executed the foregoing instrument and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF NEW YORK)

: SS.:

COUNTY OF SUFFOLK)

On this _____ day of _____, 20__, before me came _____, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged that he/she executed the same.

Notary Public

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In keeping with the provisions of State Finance Law §139-1, competitive bidders for public contracts shall be required to sign and submit under the penalty of perjury the following certification affirming compliance with the requirements of New York Labor Law §201-g:

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 penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: _____, New York
 _____, 20_____

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this
_____ day of _____, 20_____

Notary Public

Insurance Certification Affidavit

**SHELLFISH ENHANCEMENT AND EDUCATIONAL
INTERNSHIP PROGRAM AT GOLDSTAR BATTALION
BEACH
HUNTINGTON, NEW YORK**

RFP No. 2021-01-001

Proposer's Acknowledgment:

I acknowledge that I have reviewed the insurance requirements of this proposal and have considered the costs of procuring the required insurance. I hereby certify that if my company is awarded the contract, I will be able to supply the insurance required in accordance with the proposal.

I understand that a Certificate of Insurance must be submitted if awarded the contract; and if it is not, the Town of Huntington may reject my proposal and award to the next lowest responsive, responsible proposer.

Firm Name: _____

Address: _____

Date: _____

Proposer's Signature

RETURN THIS PAGE IF YOU ARE SUBMITTING A “NO PROPOSAL”

STATEMENT OF NO PROPOSAL

**Re: SHELLFISH ENHANCEMENT AND EDUCATIONAL INTERNSHIP
PROGRAM AT GOLDSTAR BATTALION BEACH
HUNTINGTON, NEW YORK**

RFP No. 2021-01-001

Attention Prospective Proposer:

In the event your firm declines to propose, please advise this office to that effect by completing the following and **returning via fax to (631)-351-2833 or email to purchasing@huntingtonny.gov.**

We, the undersigned, have declined to propose for the following reasons (please check all that apply):

- _____ We do not offer this product / service.
- _____ Our work schedule would not permit us to perform.
- _____ We are unable to meet specifications.
- _____ We do not have a representative in this area.
- _____ We are unable to meet your bond requirements.
- _____ Other: _____
- _____ Please remove our firm from the Town’s bidders list.
- _____ Please keep our firm on the Town’s bidders list

Company Name: _____

Address: _____

Authorized Representative (print): _____

Title: _____

Signature: _____ Date: _____

Telephone Number: _____ Fax: _____

E-mail: _____