

Town of Oyster Bay  
Department of Public Works  
Division of Engineering  
Nassau County, New York

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**REQUEST FOR PROPOSALS**  
**FOR**  
**CONSULTANT SERVICES**

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SOLICITATION NO. 2108-07

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ISSUANCE DATE: 11/14/18

THIS RESPONSE IS DUE BY: 12/7/18 by 3:30 PM

RESPONSE REQUIREMENTS: Four (4) Hardcopies and One (1) Electronic Copy

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**Design, Bid and Construction Phase Engineering Services  
For Intervale Avenue Area, Farmingdale Highway Improvements**

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REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page
Authorized Contact Person.....	3
Introduction.....	3
Contract Value .....	3
Form of Proposal.....	3
Qualification Based Selection Process.....	3
Criteria for Evaluation.....	3
Use of Sub-consultants, Certified Outside Laboratories and Other Subordinate Entities.....	4
Familiarization with Current Programs, Facilities and Documents.....	4
Payments and Claims.....	4
Scope of Services.....	5
Attachment Number 1 (Format of Proposal).....	6
Attachment Number 2 (Special Requirements and Modifications).....	7
Disclosure Forms .....	8

**AUTHORIZED CONTACT PERSON:** Prospective firms are advised that the authorized Town of Oyster Bay contact person for all matters concerning this RFP is:

John Tassone, Deputy Commissioner  
Division of Engineering  
Town of Oyster Bay Dept. of Public Works  
150 Miller Place  
Syosset, New York 11791  
Telephone: (516) 677-5103 - Fax: (516) 677-5940

**INTRODUCTION:** In accordance with the Town of Oyster Bay's qualification based consultant procurement policy, the Division of Engineering of the Town of Oyster Bay Department of Public Works (hereinafter referred to as "the Town") is seeking proposals from qualified professional consulting firms for various consulting services.

The Town anticipates that services will be required:

From: January 2019  
Through: December 2022

(hereinafter referred to as "the contract period"). The scope of the anticipated services is more fully described below under the paragraph entitled "Scope of Services".

**CONTRACT VALUE:** The Town currently estimates that the total value of the project, excluding engineering services is: \$8,050,000.00

**FORM OF PROPOSAL:** Firms must submit four (4) hardcopies and one (1) electronic copy of each technical proposal with additional relevant information. Proposals should be organized as described in Attachment No. 1 herein.

**QUALIFICATION BASED SELECTION PROCESS:** The Town, after receipt and review of responses to this RFP, reserves the right to reject all proposals based upon the information provided by the firm in their proposals and based upon subsequent negotiations between the Town and the firm. The review process of the RFP's submitted are based on the qualifications of the firm for the nature of that project. The Town also reserves the right to subdivide individual items and award one or more portions to one firm and other portions to one or more other firms.

**CRITERIA FOR EVALUATION:** The criteria to be used by the Town in evaluating these proposals shall be the following:

- The magnitude, scope and complexity of the services to be rendered
- The experience of the firm in assignments of similar size, scope and complexity
- Special knowledge relevant to the project
- Special equipment or facilities relevant to the project

- The size, staffing, resources and financial capability of the firm versus the size of the assignment
- The firm's knowledge and experience with Town facility(ies) and programs involved in the assignment
- The firm's past performance with the Town
- Time constraints and deliverability service; and
- The firm's current workload, current workload remaining, workload remaining from prior years and total workload remaining with the Town.

It is further expressly acknowledged that the quality of the services to be rendered is of paramount importance to the Town. However, it is further expressly acknowledged that the cost of the services to be rendered is a substantial concern.

At its discretion, in accordance with the review process, the Town may elect to interview each firm, make visits to each firm and/or inspect prior work done by each firm. Following its review the Town will then notify the three highest ranked firms of their standing and will notify the remaining firms that they will not be chosen for this project. The top ranked firm will be invited to submit cost proposals, which will be subject to negotiation. If a satisfactory agreement cannot be negotiated with such firm at a fee determined by the Town to be fair and reasonable, then negotiations with such firm will be terminated and negotiations undertaken with the second highest ranked firm. Failing accord with the second highest ranked firm, negotiations will likewise terminate and negotiations will then be undertaken with the third highest ranked firm. If acceptable terms cannot be reached with the third highest ranked firm, the selection process will be terminated and the project will be re-evaluated by the Town.

**USE OF SUBCONSULTANTS, CERTIFIED OUTSIDE LABORATORIES AND OTHER SUBORDINATE ENTITIES:** Prospective firms are advised that the Town will entertain proposals that include the use of sub-consultants, certified outside laboratories and/or other subordinate entities. In such event, the proposal must clearly state the extent and nature of the work proposed to be delegated to the sub-consultant, laboratory or other entity. Further, if the proposed sub-consultant is an architectural, engineering or surveying firm, the proposal must also be accompanied by a completed and current Federal Form SF 330 if such form is not already on file with the Town.

**FAMILIARIZATION WITH CURRENT PROGRAMS, FACILITIES AND DOCUMENTS:** It is the sole responsibility of the prospective firms to familiarize themselves with the Town's current programs, facilities, documents and any other information which is necessary and relevant to the scope of this RFP. Upon sufficient and reasonable advance notice to the contact person named above, arrangements may be made to visit and inspect any involved Town facilities and/or to view applicable documents. Any and all costs borne by the prospective proposer in familiarizing themselves with the above are to be borne solely by the prospective proposer. In the event that the prospective proposer is ultimately awarded a contract pursuant to this RFP, the Town will not allow any claims for payment which include billable time for such familiarization costs, regardless of whether they were incurred prior to or following the submission of the proposer's proposal.

**PAYMENTS AND CLAIMS:** Payments to the successful proposer will be made in accordance with the terms of the Town of Oyster Bay Standard Consultant Agreement to entered into between the firm and the Town.

## SCOPE OF SERVICES

### **Design, Bid and Construction Phase Engineering Services For Intervale Avenue Area, Farmingdale Highway Improvements**

#### GENERAL PROJECT DESCRIPTION

The purpose of this project is to comply with the request of the Department of Highways to initiate the procedures for Road Improvements to the Intervale Avenue Area, Farmingdale. This area is approximately 6.2 miles in total length separated into **four (4) Phases** and will include the following streets, as shown on the attached map:

Sunset Avenue	Grant Street
Cedar Place	Ludwig Place
Midwood Avenue	Copeland Place
Intervale Avenue	Milford Place
Oakwood Avenue	Rita Place
Crestwood Boulevard	Leroy Place
Frank Avenue	Sylvan Place
Junard Avenue	Washington Street
Orchard Street	Juniper Street
Matthew Street	Cypress Street
Lincoln Street	

The scope of work includes total reconstruction of the road surface; modification to existing roadway elevations, where necessary; removal and replacement of existing curbing, driveway aprons, and intersection ramps; installation of curbs where none exist; removal and replacement of trees, as necessary; and drainage improvements, as deemed necessary.

Design services to be performed will include surveying of the project area, a study of the project watershed area and design of necessary drainage systems, an analysis of the performance of the existing road system and underlying soil conditions to determine the optimal profile for the new road system, coordination with Nassau County Department of Public Works for drainage connections, securing of any necessary permits and/or approvals from Nassau County Department of Public Works, Jericho Water District and New York State Department of Environmental Conservation, and development of final contract documents in preparation of bid.

Bid services will include providing assistance in responding to inquiries by respective bidders, providing plans and specifications and qualification statements, ( to be included in bid specifications), reviewing the bid proposals submitted, checking contractor references, review of qualifications statements, and making a recommendation to the Commissioner of Public Works for award to the lowest responsive and responsible bidder.

Construction services performed by the consultant are to ensure the work of the contractor conforms to the provisions of the contract documents. Services to be performed shall include construction administration, survey layout, detailed inspection and items of work as is customary and as more fully described under applicable provisions in the standard consultant agreement.

The consultant shall also prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project in accordance with Section 204 of the Town of Oyster Bay Town Code, conduct the necessary inspections during construction, update the SWPPP as necessary, and file all necessary paperwork at project closeout.

Also included will be the rendering of engineering services on an on-call basis to provide any consultation/inspection and recommendation of warranted action during the one-year maintenance and guarantee period, the preparation of reproducible as-built drawings, two (2) as-built prints to the Department of Public Works/Division of Engineering and the forwarding of all as-built GIS information in a form that is compatible with the Town of Oyster Bay GIS.

The Town wishes to progress this project in an expedited fashion. The Consultant should detail a proposed timeline and narrative for the necessary design services as well as a projected construction duration. Proposals to condense the necessary design and construction duration are encouraged.

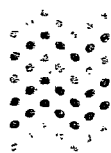
AREA: 27  
 MAP: 6  
 Sections: 5  
 Map Miles: 6.83  
 Tax Sec: 48



Sect 1  
 Sect 2  
 Sect 3  
 Sect 4  
 Sect 5



Sect 6  
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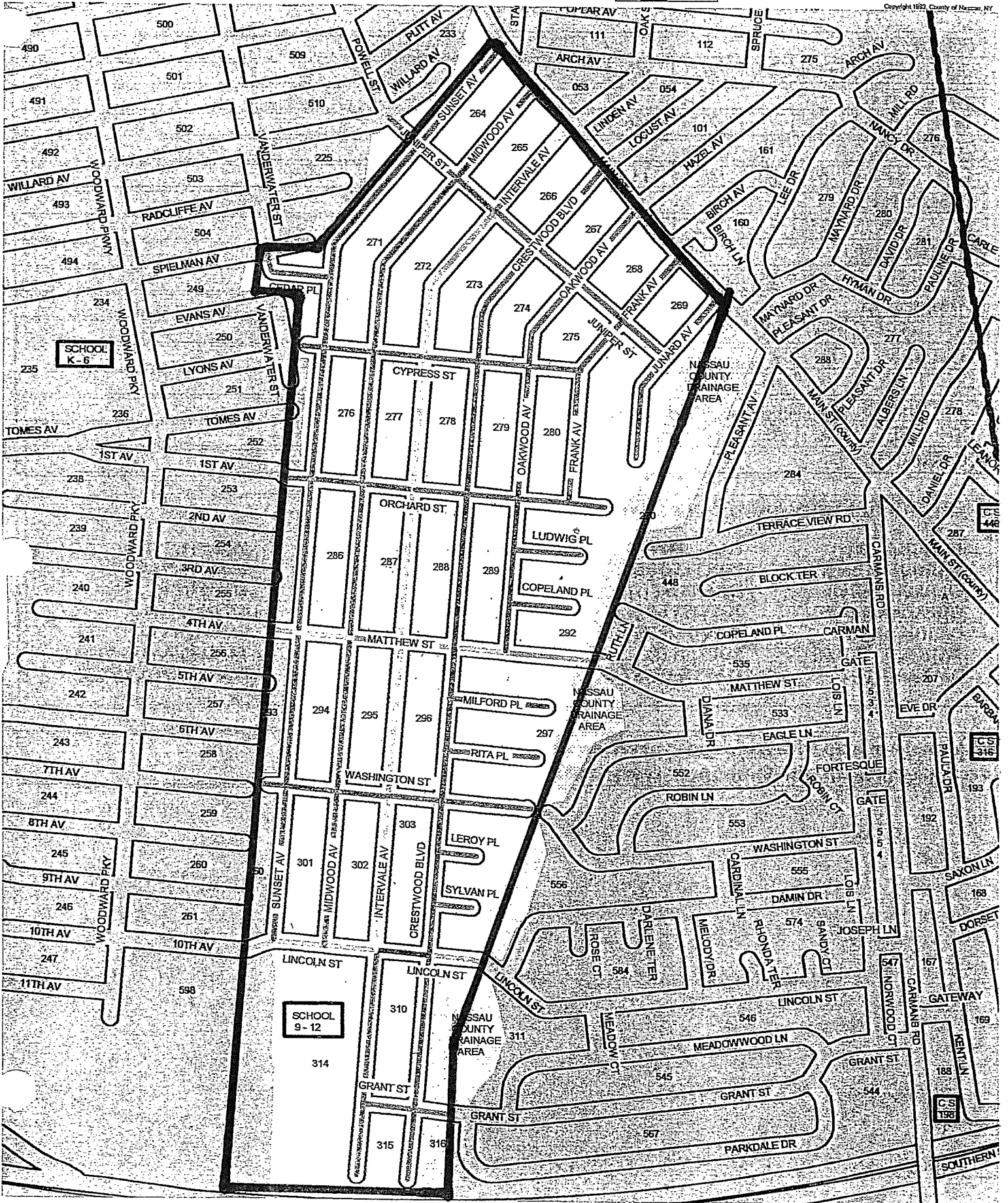
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## ATTACHMENT NUMBER 1

### FORMAT OF PROPOSAL

Proposals should be organized as shown below with tab dividers between sections and should include all the information indicated. Note that elaborate brochures or other presentations beyond those sufficient to present a complete and extensive response to this solicitation are not desired. Five (5) copies shall be submitted.

#### SECTION A. INTRODUCTORY STATEMENT

#### SECTION B. QUALIFICATIONS AND APPROPRIATENESS OF PROPOSED STAFF

1. Project team.
2. Provide names and resumes of key personnel proposed for this project.

#### SECTION C. APPROPRIATENESS AND QUALITY OF PROPOSER'S EXPERIENCE

1. Please include experience on projects within Long Island including projects with the Town of Oyster Bay.
2. Minimum of five (5) references with contract information (recent, similar projects preferred).

#### SECTION D. PROPOSED METHODOLOGY

Based on the project description and scope of services, the firm should discuss how it would approach and manage the project.

#### SECTION E. MANPOWER BREAKDOWN

Manpower estimates shall be separated by task with the employee's name, classification, percentage of time to be spent on the project, and estimated man-hours. Total hours for each Phase.

#### SECTION F. WORKLOAD DISCLOSURE

##### MAKE CHART TO SHOW THE FOLLOWING:

1. Current 2019 calendar year workload with the Town of Oyster Bay in dollars.
3. Current 2019 calendar year workload remaining with the Town of Oyster Bay in dollars.
4. Workload remaining with the Town of Oyster Bay from prior years in dollars.
5. Total workload remaining.

#### SECTION G. SUPPLEMENTAL INFORMATION

Any additional information relevant to the firm's qualifications for this project may be included at the firm's option.



## ATTACHMENT NUMBER 2

### SPECIAL REQUIREMENTS AND MODIFICATIONS

Provisions stated under Special Requirements and Modifications shall supersede and take precedence over information provided in the preceding documents and attachments.

1. Firms must provide a Maximum Hourly Wage Rate Schedule listing job classifications. The salary of all employees proposed in the response to this RFP must be within the limits of the schedule and will be subject to the approval of the Department of Public Works.
2. Payments will be made to the Consultant in accordance with the terms of the Standard Consultant Agreement. If a wage rate/multiplier format is utilized, payment will be made on the basis of direct salary times a multiplier of **3.0**. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event (regardless of the maximum wage rate schedule to be provided in accordance with the above) shall the Town pay more than the maximum hourly limit as approved by the Town Board, currently set at **\$175/hour**.
3. The consultant will not discriminate against employees or applicants for employment because of race, creed, color national origin, sex, age, disability or marital status and will undertake or continue existing programs of affirmative action to ensure that group members and women are afforded equal employment opportunities without discrimination. When sub-consultants or other outside entities are to be utilized, the consultant shall also make reasonable efforts to encourage the participation of Certified Minority- and Women-Owned Business Enterprises as sub-consultants, and retain the documentation of these efforts to be provided upon request of the Town. A listing of contractors can be found at [www.nylovesmwbe.ny.gov](http://www.nylovesmwbe.ny.gov).
4. Consulting firms shall be properly staffed by properly licensed and certified professionals by the State of New York. The consultant shall submit a list of licensed Professional Engineers and Registered Architects, along with their license and/or registration numbers, to allow for proper evaluation by the Town.

**DISCLOSURE**

**FORMS**

**INDIVIDUAL BIDDER'S DISCLOSURE AFFIDAVIT**

CONTRACT NO.: \_\_\_\_\_

STATE OF NEW YORK     )

ss.

COUNTY OF             )

\_\_\_\_\_, being duly sworn, deposes and says:

1. That I am \_\_\_\_\_ (age), and reside at (address) \_\_\_\_\_.

2. That I am a bidder for the contract which is the subject matter of this application and am familiar with all the facts and circumstances hereinafter set forth.

3. That neither deponent nor any other person mentioned in this affidavit is an officer or employee, or is related to an officer or employee of the Town of Oyster Bay – except: (if any, set forth details)

\_\_\_\_\_  
\_\_\_\_\_.

4. That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the bidder, or any officer, director or partner, member or employee of the bidder, or legally or beneficially owns or controls one (1) percent or more of the stock of the bidder, or is associated with the bidder in a joint venture, or is a party to an agreement with the bidder, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable award of such contract – except (if any set forth details – see General Municipal Law Section 809)

\_\_\_\_\_  
\_\_\_\_\_.

5. That in the event there is any change in the matters set forth herein prior to the award of the contract, deponent(s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

\_\_\_\_\_  
(signed)

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
NOTARY PUBLIC

## CORPORATE DISCLOSURE AFFIDAVIT

CONTRACT NO. \_\_\_\_\_

STATE OF NEW YORK     )

ss.

COUNTY OF                )

\_\_\_\_\_, being duly sworn, deposes and says:

1. That I am the (office held) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_ and am fully familiar with all the facts and circumstances hereinafter set forth.
  
2. That the business address of (name of corporation) \_\_\_\_\_ is (address) \_\_\_\_\_.
  
3. That said corporation was incorporated under and pursuant to the Law of the State of \_\_\_\_\_.
  
4. That the following are the names and residences of each officer, director and shareholder: (set forth names, residences and relationship to corporation): \_\_\_\_\_.
  
5. That the corporate stock of said corporation has not been pledged to any person nor has any agreement been made to pledge the said stock – except (if any, set forth details): \_\_\_\_\_.
  
6. That neither deponent nor any other person mentioned in this affidavit is an officer or employee, or is related to an officer or employee of the Town of Oyster Bay – except (if any, set forth details): \_\_\_\_\_.
  
7. That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the bidder, or any officer, director or partner, member or employee of the bidder, or legally or beneficially owns or controls one (1) percent or more of the stock of the bidder, or is associated with the applicant in a joint venture, or is a party to an agreement with the bidder, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the award of such contract – except (if any set forth details – see General Municipal Law Section 809) \_\_\_\_\_.
  
8. That in the event there is any change in the matters set forth herein prior to the award of the contract, deponent(s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

\_\_\_\_\_  
(signed)

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
NOTARY PUBLIC

**PARTNERSHIP DISCLOSURE AFFIDAVIT**

CONTRACT NO. \_\_\_\_\_

STATE OF NEW YORK )

ss.

COUNTY OF )

\_\_\_\_\_, being duly sworn, deposes and says:

1. That I am a (partner, joint venture, etc.) \_\_\_\_\_ of the (name of partnership) \_\_\_\_\_ and fully familiar with all the facts and circumstances hereinafter set forth.

2. That the (name of partnership) \_\_\_\_\_ was established in (place) \_\_\_\_\_ on (date) \_\_\_\_\_.

3. That the following are the names, addresses and interests, respectively, of all partners (joint venturers, etc.) \_\_\_\_\_.

4. That neither deponent nor any other person mentioned in this affidavit is an officer or employee, or is related to an officer or employee of the Town of Oyster Bay – except: (if any, set forth details) \_\_\_\_\_.

5. That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the bidder, or any officer, director or partner, member or employee of the bidder, or legally or beneficially owns or controls one (1) percent or more of the stock of the bidder, or is associated with the bidder in a joint venture, or is a party to an agreement with the bidder, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable award of such contract – except (if any set forth details – see General Municipal Law Section 809) \_\_\_\_\_.

6. That in the event there is any change in the matters set forth herein prior to the award of the contract, deponent(s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

\_\_\_\_\_  
(signed)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
NOTARY PUBLIC

## DISCLOSURE QUESTIONNAIRE

### SECTION I: GENERAL INFORMATION

1. BUSINESS NAME (LEGAL INC. NAME): \_\_\_\_\_

2. FEDERAL EMPLOYER ID NO. (FEIN): \_\_\_\_\_

3. D/B/A – DOING BUSINESS AS (IF APPLICABLE): \_\_\_\_\_

COUNTY FILED: \_\_\_\_\_

4. WEBSITE ADDRESS (IF APPLICABLE): \_\_\_\_\_

5. BUSINESS E-MAIL ADDRESS: \_\_\_\_\_

6. PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_

7. TELEPHONE NUMBER: \_\_\_\_\_ 7. FAX NUMBER: \_\_\_\_\_

8. DOES THE BUSINESS USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?

YES  NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

10. HOW MANY YEARS HAS THIS BUSINESS BEEN IN BUSINESS? \_\_\_\_\_

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

a)  BUSINESS CORPORATION

b)  PUBLIC RESEARCH INSTITUTION

c)  ACADEMIC RESEARCH INSTITUTION

d)  NOT-FOR-PROFIT RESEARCH INSTITUTION

e)  NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF  
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION

f)  NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: \_\_\_\_\_

- g)  LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h)  MUNICIPALITY
- i)  UNIVERSITY/EDUCATIONAL ORGANIZATION
- j)  OTHER – SPECIFY

**SECTION II: DUE DILIGENCE QUESTIONS**

1. DOES THE BUSINESS POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROPOSAL/PROJECT, BUSINESS’S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

YES  NO

IF THE ANSWER IS “NO”, PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A **SEPARATE DOCUMENT ATTACHED HERETO**, LIST ALL CONTRACTS THE BUSINESS HAS ENTERED INTO WITH ANY MUNICIPALITY IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE CONTRACT IDENTIFICATION NUMBER, IF KNOWN.  N/A

3. WITHIN THE PAST FIVE (5) YEARS, HAS THE BUSINESS, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

(a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW?

YES  NO

(b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS?

YES  NO

(c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY?

YES  NO

(d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT?

YES  NO

(e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT?

YES  NO

(f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY?

YES  NO

(g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY?

YES  NO

(h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT?

YES  NO



(i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE?

YES  NO

(j) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE BUSINESS, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE BUSINESS, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE BUSINESS?

YES  NO

(k) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE?

YES  NO

(l) A CONSENT OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS?

YES  NO

(m) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:

- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS  YES  NO

- UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION  YES  NO

- COVERAGE OR CLAIM REQUIREMENTS  YES  NO

- ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT)  YES  NO

- FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS  YES  NO

- FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS  YES  NO

- A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION?  YES  NO

- AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL?

YES  NO

FOR EACH YES ANSWER TO QUESTIONS 3 A-M, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

4. DURING THE PAST THREE (3) YEARS, HAS THE BUSINESS **FAILED** TO:

(a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY ?

YES  NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: \_\_\_\_\_

(a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES?

YES  NO

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE?

YES  NO

IF YES, INDICATE THE YEARS THE BUSINESS FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY:

(c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION II, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION?

YES  NO

IF YES, INDICATE THE YEARS THE BUSINESS FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER:

5. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE BUSINESS, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE BUSINESS, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING?

YES  NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING BUSINESS OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: \_\_\_\_\_

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: \_\_\_\_\_

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: \_\_\_\_\_

IF CLOSED, PROVIDE THE DATE CLOSED: \_\_\_\_\_

6. DOES BUSINESS HAVE THE FINANCIAL RESOURCES TO FULFILL THE REQUIREMENTS OF THE PROPOSAL/PROJECT DESCRIBED?

YES  NO

### CERTIFICATION

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING THE TOWN OF OSYTER BAY AWARD A CONTRACT/AGREEMENT TO THE BUSINESS FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT THE TOWN OF OYSTER BAY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A CRIME; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING BUSINESS'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT THE TOWN OF OYSTER BAY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE BUSINESS; AND IS UNDER DUTY TO NOTIFY THE TOWN OF OYSTER BAY OF ANY MATERIAL CHANGES TO THE BUSINESS'S RESPONSES HEREIN

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name of Authorized Officer

\_\_\_\_\_  
Title of Authorized Officer

Sworn to before me this  
\_\_ day of \_\_\_\_\_, 201\_\_,

\_\_\_\_\_  
Notary Public