TOWN OF NORTH HEMPSTEAD

REQUEST FOR PROPOSALS

FOR

WATER TAXI SERVICE TO TOWN DOCK MOORINGS AND ADMINISTRATION OF TRANSIENT AND DEEP DRAFT MOORINGS

TOWN OF NORTH HEMPSTEAD
PARKS AND RECREATION

220 Plandome Road
P.O. Box 3000
Manhasset, NY 11030-2327
(516) 869-6311

Supervisor
Judi Bosworth

Town Board
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Commissioner of Parks and Recreation
Jill Weber

Issue Date: March 16, 2016
Proposals Due: March 28, 2016

RFP No. TNH060R-2016

TOWN OF NORTH HEMPSTEAD

REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

The Town of North Hempstead ("Town") is requesting proposals from qualified firms to provide water taxi service at the Town Dock and to install, maintain and manage deep draft and transient moorings in Manhasset Bay. A successful proposer may be selected from among responding firms based on a thorough analysis of each firm's ability to provide the Town with the highest quality services at the most cost-effective fees

The following conditions apply to this RFP:

- There is no express or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request, and the Town will not reimburse such expenses.

- Any inquiries concerning this RFP must be in writing or by email and should be addressed to Maria Gomes, Procurement Coordinator at contracts@northhempsteadny.gov. All inquiries must bear the RFP number assigned to this RFP

- To be considered, copies of a proposal must be received by the Procurement Division at 220 Plandome Road, Manhasset, New York 11030 by 11:00 a.m. **March 28, 2016**. The Town reserves the right to reject any or all proposals submitted.

- During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. If conducted, oral presentations will be scheduled with each proposer being considered.

- The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

- Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.

- The Town reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited, to the due date for receipt of proposals.

The Town reserves the right to reject all proposals.

B. Subcontracting

No subcontracting shall be permitted without the express permission of the Town.

II. SCOPE OF SERVICES

A – INTRODUCTION

The Town of North Hempstead (the "Town") has designated certain areas of Manhasset Bay to be used for moorings to encourage the use of Manhasset Bay for recreational boating and tourism. These mooring areas are designated on the Town's mooring plan.

The Town Department of Parks and Recreation offers permits to residents during boating season for use of moorings from the Town Dock in Port Washington, New York (a "Town Dock Moorings"); and As part of a Town Dock Mooring permit, the Parks Department, through a contractor, provides an on-call water-taxi service as the primary method of accessing a Town Dock Mooring.

In addition, the Department of Parks and Recreation, in conjunction with the Director of Harbor and Marine Enforcement, offers for the use of boater certain deep draft moorings (the "Deep Draft Moorings") and transient moorings (the "Transient Moorings"). Traditionally, the deep draft and transient mooring field, as shown on the Town's mooring plan, is licensed to a private contractor, who in turn licenses the use of the deep draft moorings to boaters and otherwise maintains the transient mooring field. The Town desires to continue this practice and is requesting proposals for this license/service through this RFP.

B - SCOPE OF SERVICES

The Town will require both of the following services:

(1) **Water Taxi** - The proposer shall provide on-call water-taxi services as the primary method of accessing Town Dock Moorings (approximately 85 moorings in total), as more particularly identified in the Town Mooring plan on file in the Office of the Town Clerk, as follows:

(a) From April 15, 2016 until September 12, 2016
a. Weekdays (Monday thru Friday) between the hours of 8:30 am and 10:00 pm
b. Weekends (Saturday and Sunday) and Holidays (listed on the Town Website) between the hours of 8:00 am and 11:30 pm.

(b) From September 13, 2016 until September 25, 2016
a. Weekdays (Monday thru Friday) between the hours of 11:00 am and 7:45 pm
b. Weekends (Saturday and Sunday) and Holidays (listed on the Town Website) between the hours of 9:00 am and 10:00 pm.

(c) From September 26, 2016 until November 1, 2016

a. Weekdays (Monday thru Friday) between the hours of 11:00 am and 6:00 pm

b. Weekends (Saturday and Sunday) and Holidays (listed on the Town Website) between the hours of 9:00 am and 7:00 pm.

Row Boat Operation and Maintenance - The proposer shall supply row boats during off-peak hours for use by mooring permit holders. The row boats shall be Coast Guard Certified. The proposer shall provide a secure location to store the row boats while not in use and shall provide: (a) each mooring holder with a key to access the storage facility, and (b) the Town with a set spare set of keys to the storage facility in the event of an emergency.

Additional Requirements

(a) A successful proposer shall state the primary location at which its business office will be located. The location shall be located within a 15 mile distance (as calculated by MapQuest) of the Town Dock.

(b) A successful proposer shall describe its qualifications and experience with operating a water taxi service in the Town of North Hempstead and/or elsewhere.

(c) All water taxi vessels must be Coast Guard Certified. Proof of same shall be submitted at the time a contract is executed.

(d) A successful proposer shall submit a complete list all of all the boats to be included in its water-taxi fleet prior to the execution of a contract.

(e) A successful proposer shall provide proof of a Town water-taxi operating permit prior to the execution of a contract.

Operating Procedures

(a) A successful proposer shall submit a written description of operating procedures to the Town at the time of contract.

(b) All requests for service (hailing) shall be made available via VHF Channel 9 or via telephone.

(c) All service requests shall be fulfilled within 25 minutes or less, weather permitting.

(d) The water taxi operator shall be responsible for gaining and/or obtaining authorization and/or permission to drop-off or pick-up passengers at private docks. Any additional cost associated therewith shall be borne by the passenger.

(2) **<u>Deep Draft and Transient Moorings</u> –** the proposer will utilize the deep draft and transient mooring fields to install, maintain and manage Deep Draft Moorings and Transient Moorings, as follows:

(a) The successful proposer shall install, maintain and manage fifteen (15) five hundred pound (500 lb.) Deep Draft Moorings in the Deep Draft Mooring Field to be rented by the Licensee to the public for recreational boating activities at a rental amount per season (the "Public Rental Fee") and to provide access to the Licensee's Deep Draft Moorings for the boaters by water taxi or other vessel (the "Boat Launch")

at no additional charge during the Boating Season. The "Boating Season" shall commence upon the Licensee installing the first of Licensee's Deep Draft Moorings to the bay bottom and shall end upon the Licensee removing the last of Licensee's Deep Draft Moorings from the bay bottom, but under no circumstances shall the Boating Season commence sooner than the 15th day of April nor end later than the 15th day of November. The Licensee shall give preference for mooring rentals to Town residents and only allow rentals to non-residents after the 15th day of May in a given year. The payment of the Public Rental Fee shall entitle that boater unlimited access and use of the Licensee's Deep Draft Moorings and Boat Launch during the Boating Season. Any vacant moorings in the Deep Draft Mooring Area may be used by Licensee as overflow for the Town's Transient Mooring Area or for those transient boaters who wish to stay for more than the time permitted in the Transient Mooring Area. Whenever Licensee wishes to utilize the Deep Draft Mooring Area for transient moorings, it must communicate its intention to the Director of Harbor and Marine Enforcement (the "Director") or his designees and must comply with all rules and directives of the Director related to transient moorings.

(b) The successful proposer shall install and maintain up to twenty (20) moorings in the Transient Mooring Field, all of which shall be five hundred pound (500 lb.) pound moorings, except for one (1) seven hundred fifty pound (750 lb.) pound mooring (the "Licensee's Transient Moorings") during the Boating Season. For the purposes of this Agreement, the "Boating Season" shall commence upon the Licensee installing the first of Licensee's Transient Moorings to the bay bottom and shall end upon the Licensee removing the last of Licensee's Transient Moorings from the bay bottom, but under no circumstances shall the Boating Season commence sooner than the 15th day of April nor end later than the 15th day of November. The successful proposer will not be permitted to charge for the ye of the Transient Moorings, it being expected that the fees charged for the Deep Draft Moorings will compensate the successful proposer for the maintenance of the Transient Moorings. However, the successful proposer will be permitted to provide round-trip transportation services by water taxi from the Transient Mooring Area to the shore at the boater's discretion for a fee. Note that users of the Transient Moorings will not be required to use the successful proposer's water taxi service, and that the water taxi service shall be associated with the Town.

It is anticipated that the Town will issue a contract for both services for a term of one (1) year, with the potential of extending the term for up to two (2) one (1) year periods. The extension of the term of the agreement shall be at the sole discretion of the Town.

A. <u>Additional Requirements</u>

The following requirements will be made a part of any agreement entered into between the Town and the selected successful proposer(s):

1. The Town reserves the absolute right to terminate the services at any time.

2. The successful proposer shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Town Comptroller, including a contemporaneous record of work indicating in brief summary, a description of the work performed. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Town Comptroller, the Town's auditors or a duly designated Town representative.

3. The successful proposer will promptly provide a response to any requests from the Town's Records Access/FOIL Officer.

4. The successful proposer shall, to the fullest extent provided by law, defend and indemnify and save harmless the Town from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the successful proposer. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the successful proposer's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing shall create or give third parties any claim or right of action against the successful proposer or the Town beyond those provided by law.

5. The successful proposer shall procure and maintain during the term of any agreement resulting from this RFP, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:

(a) Commercial general liability insurance covering the liability of the successful proposer, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars ($1,000,000). The Town shall be named as additional insured on said policy;

(b) Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2); and

(c) Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8).

III. FEE STRUCTURE

Each proposal shall include Appendix A: Price Proposal and include the proposer's fees for the required services. For Water Taxi Services, the Town expects to receive proposals showing a monthly fee to be charged to the Town. For Deep Draft and Transient Mooring Services, the Town expects to receive proposal showing the amount to be paid to the Town as the Town's fee for permitting the use of the Deep Draft Moorings, along with the rate the proposer proposes to charge uses of the moorings on a per-season basis. The Town also expects to see the proposer's

proposed rates for water taxi service from the Deep Draft and Transient Moorings.

IV. TIME REQUIREMENTS

A. Proposed Calendar

The following is a list of key dates up to and including the date proposals must be submitted:

RFP issued	March 16, 2016
Due Date for proposal submissions	March 28, 2016

B. The Town reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited to, the due date for receipt of proposals.

V. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Written inquiries concerning the RFP and its subject must be made to Maria Gomes, Procurement Coordinator, at contracts@northhempsteadny.gov. Direct responses to all inquiries will be distributed to each potential proposer that has requested such responses.

2. Submission of Proposals

The following material is required to be received by the Due Date for a proposing successful proposer to be considered.

a. The Proposal shall include:

i. Title Page

Title page showing the RFP subject; the successful proposer's name; name, address and telephone number of the contact person; and the proposal date.

ii. Technical Proposal

A signed letter of transmittal stating the proposer's understanding of the services to be performed, a statement why the successful proposer believes it to be best qualified to perform the engagement, the successful proposer's past history in providing such services for municipalities, biographical information of those

personnel that would provide services to the Town under an agreement and **a statement that the proposal is a successful proposer and irrevocable offer. Such technical proposal must include, in addition to the above, all information and documentation described in Section II(B) above. Each proposer must also showing the following:**

Management of Deep Draft and Transient Moorings:

1. A detailed description of how the proposed management service will operate.
2. Description of operating procedures
3. Location of business office
4. Notification to the Town's Bay Constable
5. Relationship to upland facilities

Water Taxi Service:

1. Description of the proposer's qualifications and experience to operate a water taxi service in the Town.

iv. Completed price proposal attached as Attachment A

v. Fully completed Proposer's Qualification Statement attached as Attachment B, including the Statement of Understanding, Disclosure Statement, Non-Collusive Proposal Certification, Insurance Certification and Acknowledgement of Receipt of Addenda. The contract will be executed by the Town and the selected candidate only after an evaluation of each proposal and a selection of a successful proposer.

vi. Statement that the proposer accepts and agrees to the form contract contained in Attachment C and acknowledging that these terms and conditions will be supplemented based on the proposals received and cannot be viewed by the proposers as the exclusive terms that the Town will require in any contract to be entered into.

b. The completed proposal should be sent to the following address in a sealed envelope marked "Request for Proposals: Water Taxi Service to Town Dock Moorings and Administration of Deep Draft and Transient Moorings":

Maria Gomes, Procurement Coordinator
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

B. Guidance on Completing a Proposal Submission

The purpose of a proposal submission is to demonstrate the qualifications, competence and capacity of the successful proposers seeking to provide services to the Town. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the successful proposer and of the particular staff to be assigned to this engagement.

The Technical Proposal should address all points outlined in the RFP. The Technical Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the RFP requirements.

VI. SELECTION OF SUCCESSFUL PROPOSER

A. The Town will approve a successful proposer based on an evaluation of the proposals. The Town reserves the right to enter into negotiations with the proposer offering the next-best value should the Town be unable to negotiate and execute a contract with the awardee. Proposals will be evaluated based on the following point system:

1. Proposer’s Technical Proposal	40 Points
2. Qualifications of the Proposer, including, but not limited to, experience of the proposer	20 Points
3. Fee Structure	40 Points

The Town may also take into account any other factors it deems necessary in evaluating each proposal.

B. Right to Reject Proposals

Submission of a proposal indicates acceptance by the successful proposer of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the successful proposer selected. The Town reserves the right without prejudice to reject any or all proposals.

C. Minimum Service

The selection of a Consultant will not guarantee any minimum amount of services under the contract.

ATTACHMENT A

PRICE PROPOSAL

Please provide on a separate page the fee proposal your successful proposer proposes to charge for the Services described in this RFP.

For Water Taxi Services, the Town expects to receive proposals showing a monthly fee to be charged to the Town. For Deep Draft and Transient Mooring Services, the Town expects to receive proposal showing the amount to be paid to the Town as the Town's fee for permitting the use of the Deep Draft Moorings, along with the rate the proposer proposes to charge uses of the moorings on a per-season basis. The Town also expects to see the proposer's proposed rates for water taxi service from the Deep Draft and Transient Moorings.

The undersigned further stipulates that the information in this attachment and the proposer's fee proposal is, to the best of its knowledge, true and accurate.

_____
Signature

_____
Name of Proposer

Sworn to and subscribed on

this _____ day of _____, 20___

_____
Title of Person Signing

_____
(Notary Public)

ATTACHMENT B

BIDDER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

The Bidder's Qualifications Statement consists of the following documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Bidding Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*); and
5. Acknowledgement of Receipt of Addenda Form.

Please complete **ALL FIVE** forms and submit with the Bid/Proposal.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGNALS OF ALL FOUR FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.

2. That he/she has read and understands all terms and conditions pursuant to this RFP.

3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this RFP.

4. That he/she agrees to accept payment in accordance with the requirements of the RFP; and

5. That he/she agrees that the proposed submitted to the Town shall be irrevocable and that he/she will, if his/her proposal is accepted, enter into a contract with the Town of North Hempstead pursuant to the terms and conditions set forth in the RFP.

6. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

_____
Signature

_____
Name of Bidder

_____
Title of Person Signing

Sworn to and subscribed on

this _____ day of _____, 20___

_____
(Notary Public)

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all Statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations**: Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of state, Federal or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice**: Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits**: Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct**: Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Conflicts of Interest**: disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):

(a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

6. **Financial Disclosure**: Submit with this Disclosure Statement Form, any one of the following three items:

(a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of successful proposer preparing statement.
(b) a letter of credit reference from a recognized bank or financial institution; or
(c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____day of _____, 20_____.

_____

(Signature, if Individual)

By: _____ (Seal, if corporation)

(Signature)

Print Name: _____

(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

----------(Affidavit for Individual)----------

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

----------(Affidavit for Partnership)----------

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

----------(Affidavit for Corporation)----------

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

----------(Acknowledgement)----------

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of ( ) himself/herself: ( ) said partnership; ( ) said corporation.

Sworn to before me this _____day of _____, 20_____, in the County of _____, State of _____.

_____ My commission expires: _____

(Notary Public)

NONCOLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By: _____

Proposer's Signature

_____

Date

_____

Print Name

_____

Title

_____

Legal Name of Individual or Business Name of Company/Partnership/Corporation

_____

Proposer's Federal Tax Identification # (Do Not Use SS#)

_____

Address

_____

Email Address

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

----------(**Acknowledgment for Individual**)----------

STATE OF)
ss.:
COUNTY OF)

On _____, 20____ before me personally came_____ to me known, and known to me to be the individual(s) described in, and who executed the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION, and duly acknowledged to me that s/he executed the same.

_____ My commission expires:_____
(Notary Public)

----------(**Acknowledgment for Partnership**)----------

STATE OF)
ss.:
COUNTY OF)

On _____, 20____ before me personally came_____ to me known, who, by me duly sworn, did depose and say that deponent resides at_____; that deponent is a member of the partnership described in and which executed the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION; deponent is authorized to sign the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION.

_____ My commission expires:_____
(Notary Public)

----------(**Acknowledgement for Corporation**)----------

STATE OF)
ss.:
COUNTY OF)

On _____, 20____ before me personally came_____ to me known, who, by me duly sworn, did depose and say that deponent resides at_____ that deponent is the _____ of the corporation described in, and which executed the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION, that deponent knows the seal of the corporation, that the seal affixed to the NONCOLLUSIVE PROPOSAL CERTIFICATION, is the corporate seal, that its was affixed by order of the board of _____ the corporation; and that deponent signed deponent's name by like order.

_____ My commission expires:_____
(Notary Public)

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

(a) **Commercial General Liability/Automobile Liability**: ACCORD-25 FORM.

(b) **Worker's Compensation**: Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.

(c) **Disability Benefits Insurance**: Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.

This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on-file with the Town in connection with another bid, project or contract.

_____

(Name and Address of Bidder)

_____

_____

Name of Bid: _____Bid Number:_____

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the Town of North Hempstead has been added as additional insured, and Automobile Liability: $ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability): _____

Policy Number(s): _____

(2) Worker's Compensation:

Insurance Carrier: _____ Policy Number(s):_____

(3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

(4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

Town of North Hempstead, Office of the Town Attorney, 220 Plandome Road, P.O.B. 3000, Manhasset, New York 11030

Authorized Insurance Agent's Signature and Title: _____

Name, Insurance Affiliation and Address:

_____

Dated_____

ACKNOWLWDGEMENT OF RECIEPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her proposal, all requirements in the following Addenda to this RFP:

Note: **This acknowledgement shall be signed by the person executing the Statement of Understanding.**
Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS PROPOSAL.**

ACKNOWLEDGEMENT:

_____

***IMPORTANT NOTICE*:**

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS. IF NO ADDENDA ARE RECEIVED, CHECK THE "NO ADDENDUM" BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT AND PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLWDGEMENT OF RECIEPT OF ADDENDA FORM

ATTACHMENT C
STANDARD TOWN TERMS AND CONDITIONS

1. <u>Water Taxi Services</u>

(a) Licensee shall provide water taxi services during peak boating hours to access Town Dock Moorings. For purposes of this Agreement, the term "Peak Boating Hours" shall mean:

(1) From April 15, 2016 until September 12, 2016, Monday through Friday from 8:30 a.m. until 10:00 p.m., and Saturday, Sunday and holidays from 8:00 a.m. until 11:30 p.m.

(2) From September 13, 2016 until September 25, 2016, Monday through Friday from 11:00 a.m. until 7:45 p.m., and Saturday and Sunday from 9:00 a.m. until 10:00 p.m.

(3) From September 26, 2016 until November 1, 2016, Monday through Friday from 11:00 a.m. until 6:00 p.m., and Saturday and Sunday from 9:00 a.m. until 7:00 p.m.

(b) In consideration of the Services, the Town shall pay the Contractor the sum of _____ per month (the "Contract Amount")

2. <u>Transient Mooring Area Mooring Maintenance</u>

<u>(a) License of Transient Mooring Area</u>

(i) The Town hereby licenses to the Licensee the Transient Mooring Area as designated on the Mooring Plan for the installation and maintenance of up to twenty (20) moorings in the Transient Mooring Area, all of which shall be five hundred (500 lb.) pound moorings, except for one (1) seven hundred fifty (750 lb.) pound mooring (the "Licensee's Transient Moorings") during the Boating Season. For the purposes of this Agreement, the "Boating Season" shall commence upon the Licensee installing the first of Licensee's Transient Moorings to the bay bottom and shall end upon the Licensee removing the last of Licensee's Transient Moorings from the bay bottom, but under no circumstances shall the Boating Season commence sooner than the 15th day of April nor end later than the 15th day of November. This Agreement does not convey any property interest in the Transient Mooring Area, but rather is intended to permit the usage of said area by the Licensee for the installation and maintenance of the Licensee's Transient Moorings. The Agreement in no way limits the use or regulation by the Town of this area or restricts the public from utilizing the area for lawful aquatic or maritime activities, including, but not limited to the temporary anchoring or navigation upon the waters thereof.

(ii) The Licensee shall conduct its activities at the Transient Mooring Area, and shall cause Licensee's Agents to conduct their activities at the Transient Mooring Area:

(1) in a safe and professional manner;

(2) so as not to create any dangerous or hazardous conditions at the Transient Mooring Area;

(3) in compliance with all applicable laws;

(4) only after obtaining any permits required to be obtained with respect to such activities; and

(5) in a manner that does not cause any damage, loss, cost or expense to, or claims against the Town.

(b) Management of Licensee's Moorings

The Town's Director of Harbor and Marine Enforcement (the "Director") or his designee will manage the use and operation of Licensee's Transient Moorings by the public, in accordance with the standard transient mooring guidelines of the Town. The Director or his designee shall maintain a log of the use of the transient moorings.

(c) Water Taxi Services

In consideration for the installation and maintenance of Licensee's Transient Moorings, the Licensee is permitted to provide round-trip transportation services by water taxi from the Transient Mooring Area to the shore at the boater's discretion. The operation of the water taxi in no way relates to the public's use of the Transient Mooring Area for boating activities nor are users of a transient mooring required to utilize the water taxi. The public's use of the water taxi arises from a separate agreement between the Licensee and the individual passenger(s). Licensee acknowledges that the Town does not own, operate, sanction or otherwise manage the water taxi or any vessel provided by the Licensee. Licensee shall operate said vessels in accordance with safe boating standards and practices.

(d) Maintenance and Care of Transient Mooring Area; Restoration Upon Damage or Destruction

During the term of the Agreement, the Licensee shall not unreasonably disturb or harm the underwater land or marine life in the Transient Mooring Area. In the event of unreasonable disturbance or harm to the underwater land, the Licensee agrees to bear the sole cost and expense of returning said land to substantially the same condition. The responsibility for the aforesaid remediation, if required, shall survive the expiration or termination of this Agreement.

(e) Installation of Moorings; Removal of Moorings Upon Order of the Director; Supervision and Regulation by the Director

(i) Licensee's Transient Moorings shall be installed under the supervision of a Mooring License Inspector as set forth in Chapter 42 of the Town Code and shall be removed by Licensee, at its own expense, at any time if directed by the Director in his or her sole discretion ("Mooring Removal"). If Licensee shall fail to remove Licensee's Transient Moorings, when directed by the Director, which direction shall allow a reasonable time under the prevailing circumstances for Licensee to comply, then the Director may remove Licensee's Transient Moorings.

(ii) If the Director removes Licensee's Transient Moorings pursuant to Section 1(e)(i) hereof, Licensee shall reimburse the Town for the cost of the removal (the "Removal Cost"). If the Removal Cost is not repaid within thirty (30) days from being invoiced for that cost, Licensee's Transient Moorings shall become the property of the Town.

(iii) Each of Licensee's Transient Moorings shall comply in all respects with the guideline for mooring tackle as established by the Director and the requirements of Chapter 42 of the Town Code.

(iv) Unless Licensee's Transient Moorings are removed pursuant to Section 1(e)(ii) hereof, Licensee will remove and store Licensee's Transient Moorings during the Non-Boating Season in accordance with customary practices and as ordered by the Director. The Director may conduct an inspection of Licensee's Transient Moorings at his discretion. The Licensee will be given at least five (5) days notice of such inspection, and will be given an opportunity to observe the inspection.

(f) Removal of Moorings Upon Expiration of Lease Term

Upon the expiration of this Agreement, the Licensee shall remove all of Licensee's Transient Moorings.

2. Deep Draft Mooring Area Mooring Maintenance

(a) License of Deep Draft Mooring Area

(i) The Town hereby licenses to the Licensee the Deep Draft Mooring Area as designated on the Mooring Plan for the installation, maintenance and management of fifteen (15) five hundred (500 lb.) pound moorings (the "Licensee's Deep Draft Moorings") to be rented by the Licensee to the public for recreational boating activities at a rental amount not to exceed _____ per season (the "Public Rental Fee") and to provide access to the Licensee's Deep Draft Moorings for the boaters by water taxi or other vessel (the "Boat Launch") at no additional charge during the Boating Season. For the purposes of this Agreement, the "Boating Season" shall commence upon the Licensee installing the first of Licensee's Deep Draft Moorings to the bay bottom and shall end upon the Licensee removing the last of Licensee's Deep Draft Moorings from the bay bottom, but under no circumstances shall the Boating Season commence sooner than the 15th day of April nor end later than the 15th day of November. This Agreement does not convey any property interest in the Deep Draft Mooring Area, but rather is intended to permit the usage of said area by the Licensee for

the installation, maintenance and management of the Licensee's Deep Draft Moorings and for operation of the Boat Launch. The Agreement in no way limits the use or regulation by the Town of this area or restricts the public from utilizing the area for lawful aquatic or maritime activities, including, but not limited to the temporary anchoring or navigation upon the waters thereof.

(ii) The Licensee shall conduct its activities at the Deep Draft Mooring Area, and shall cause Licensee's Agents to conduct their activities at the Deep Draft Mooring Area:

(1) in a safe and professional manner;

(2) so as not to create any dangerous or hazardous conditions in and around the Deep Draft Mooring Area or while transporting passengers aboard the Boat Launch;

(3) in compliance with all applicable laws;

(4) only after obtaining any permits required to be obtained with respect to such activities; and

(5) in a manner that does not cause any damage, loss, cost or expense to, or claims against the Town.

(b) Payment of Rent to the Town

In consideration of Licensee's use of the Deep Draft Mooring Area and operation of the Boat Launch, the Licensee shall pay to the Town a mooring permit fee of _____ per mooring for each calendar year of the Term (the "Permit Fee"). The Town shall not be responsible for any out-of-pocket expenses incurred by Licensee in connection with this Agreement, including payroll expenses. The Permit Fee shall be tendered by Licensee to the Town on or before April 15th for each calendar year of the Agreement.

(c) Deep Draft Mooring Rentals and Boat Launch Services

(i) The Licensee shall give preference for mooring rentals to Town residents and only allow rentals to non-residents after the 15th day of May in a given year. The payment of the Public Rental Fee shall entitle that boater unlimited access and use of the Licensee's Deep Draft Moorings and Boat Launch during the Boating Season.

(ii) All vessels used by Licensee as Boat Launches must be maintained in good working order and safe for its passengers. Licensee shall operate said vessels in accordance with safe boating standards and practices.

(iii) Any vacant moorings in the Deep Draft Mooring Area may be used by Licensee as overflow for the Town's Transient Mooring Area or for those transient boaters who wish to stay for more than the time permitted in the Transient Mooring Area.

Whenever Licensee wishes to utilize the Deep Draft Mooring Area for transient moorings, it must communicate its intention to the Director of Harbor and Marine Enforcement (the "Director") or his designees and must comply with all rules and directives of the Director related to transient moorings. Licensee may charge Twenty-Five ($25) Dollars per day for unlimited use of the Boat Launch to those transient boaters that utilize the Deep Draft Mooring Area.

(d) Maintenance and Care of Deep Draft Mooring Area; Restoration Upon Damage or Destruction

During the term of the Agreement, the Licensee shall not unreasonably disturb or harm the underwater land or marine life in and around the Deep Draft Mooring Area. In the event of unreasonable disturbance or harm to the underwater land, the Licensee agrees to bear the sole cost and expense of returning said land to substantially the same condition. The responsibility for the aforesaid remediation, if required, shall survive the expiration or termination of this Agreement

(e) Installation of Moorings; Removal of Moorings Upon Order of the Director of Harbor and Marine Enforcement; Supervision and Regulation by the Director of Harbor and Marin Enforcement

(i) Licensee's Deep Draft Moorings shall be installed under the supervision of a Mooring License Inspector as set forth in Chapter 42 of the Town Code and shall be removed by Licensee, at its own expense, at any time if directed by the Director of Harbor and Marine Enforcement (the "Director") in his or her sole discretion ("Mooring Removal"). If Licensee shall fail to remove Licensee's Deep Draft Moorings, when directed by the Director, which direction shall allow a reasonable time under the prevailing circumstances for Licensee to comply, then the Director may remove Licensee's Deep Draft Moorings.

(ii) If the Director removes Licensee's Deep Draft Moorings pursuant to Section 6(a) hereof, Licensee shall reimburse the Town for the cost of the removal (the "Removal Cost"). If the Removal Cost is not repaid within thirty (30) days from being invoiced for that cost, Licensee's Deep Draft Moorings shall become the property of the Town.

(iii) Each of Licensee's Deep Draft Moorings shall comply in all respects with the guideline for mooring tackle as established by the Director and the requirements of Chapter 42 of the Town Code.

(iv) Unless Licensee's Deep Draft Moorings are removed pursuant to Section 6(b) hereof, Licensee will remove and store Licensee's Deep Draft Moorings during the non-boating season in accordance with customary practices and as ordered by the Director. The Director may conduct an inspection of Licensee's Deep Draft Moorings at his discretion. The Licensee will be given at least five (5) days notice of such inspection, and will be given an opportunity to observe the inspection.

(f) Removal of Moorings Upon Expiration of Lease Term

Upon the expiration of this Agreement, the Licensee shall remove all of Licensee's Deep Draft Moorings.

3. Term and Termination

(a) The term of this Agreement (the "Term") shall commence April 15, 2016 and terminate December 31, 2016, unless sooner terminated in accordance with this Agreement. The Term may be extended for an additional two (2) one (1) year periods, at the sole discretion of the Town, upon the same terms and conditions, which extension shall be effective upon the delivery by the Town of a notice to the Licensee extending the Agreement.

(b) The Town reserves the absolute right to terminate the Agreement by service of a written notice sent by certified mail to the address set forth above for the at any time during the term of this Agreement upon thirty (30) days notice.

(d) Upon the expiration or termination of the Agreement, Licensee shall remove all of Licensee's Transient Moorings and Licensee's Deep Draft Moorings from the Transient Mooring Area and the Deep Draft Mooring Area.

4. Amendments and Modifications

This Agreement may only be amended or modified by a written document duly executed by the Town and the Licensee. All duly executed amendments and modifications shall not be invalid or unenforceable for lack of consideration.

5. Indemnification

(a) To the fullest extent permitted by law, the Licensee:

(i) shall be solely responsible for and shall indemnify and hold harmless the Town and its officers, employees, agents and servants (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Licensee or any of its officers, directors, employees, servants, agents or independent contractors (individually "Licensee's Agent") taken pursuant to or authorized by this Agreement regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that the Licensee shall not be held liable when an occurrence results solely from the negligence of the Town;

(ii) shall, upon the Town's demand and at the Town's direction, promptly and diligently defend, at the Licensee's sole own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against

one or more Indemnified Parties and the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith; and

(iii) shall, and shall cause the Licensee's Agents to, cooperate with the Town in connection with the investigation, defense or prosecution of any action, suit or proceeding arising out of or in connection with this Agreement.

(b) The obligations of the Licensee pursuant to Section 5(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

(c) Nothing in this Section 5 or elsewhere in this Agreement shall create or give to third parties any claim or right of action against the Town beyond that which legally exist regardless of the provisions of this Agreement.

(d) The provisions of this Section 5 shall survive the termination of this Agreement.

6. <u>Insurance</u>

Licensee agrees to procure and maintain, with a carrier holding an "A" rating from AM Best Company or its equivalent, the following insurance policies during the term of this Agreement and furnish proof of its procuring of the following insurance policies, or such other documents as are set forth hereunder:

(a) commercial general and maritime liability insurance covering the liability of the Licensee, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of Two Million ($2,000,000) Dollars. The Town shall be named as additional insured on said policy;

(b) workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) and/or United States Longshore and Harborworker's Compensation Act endorsement and/or Maritime Coverage Endorsement if required by applicable law; and

(c) disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 (2).

The Town shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above at (a) though (c).

7. <u>Compliance with Laws; Permits</u>

The Licensee hereby agrees to comply, in all respects, with all applicable federal, state and local statutes, laws, rules, regulations and ordinances including, but not limited to, any permit requirements which, in any way, apply to the operation of the Transient Mooring Area and the Deep Draft Mooring Area, the Licensee's Transient Moorings, the Licensee's Deep Draft Moorings and the Licensee's use of the Transient Mooring Area and the Deep Draft Mooring Area.

8. Independent Contractor

The Licensee is an independent contractor of the Town. The Licensee shall not, nor shall any of Licensee's Agents be (i) deemed a Town employee, (ii) commit the Town to any obligation, or (iii) hold itself, himself, or herself out as a Town employee or Person with the authority to commit the Town to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

9. Compliance with Laws; Consent to Jurisdiction and Venue; Governing Law

(a) The Licensee shall comply with and conform to any Federal, State, Town, municipal or local laws or regulations, and shall procure at its own expense any license or permit, and shall pay any and all license fees or charges.

(b) Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County, New York, and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*.

(c) This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof.

10. Assignment; Amendment; Waiver; Subcontracting

This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the Supervisor and any purported assignment, other disposal or modification without such prior written consent shall be null and void.

11. Legal Provisions Deemed Included; Severability

(a) Each and every provision of any law and clause required by law to be inserted shall be deemed to be inserted herein, and the contract shall be read and enforced as though included herein, and if through mistake or otherwise, any such provision is not inserted, then, upon the application of either party, the contract shall forthwith be amended to make such insertion.

(b) The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

12. Descriptive Headings

The headings of the Sections of this Agreement are for purposes of identification only and are not intended to limit the terms hereof or proscribe the rights and responsibilities of the Town or the Licensee provided for herein.

13. Executory Clause

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required Town approvals have been obtained, including, if required, approval by the Town Board, and (ii) this Agreement has been executed by the Supervisor (as defined in this Agreement).

(b) Availability of Funds. The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

14. Representation on Authority of Parties/Signatories

(a) The undersigned representative of the Town hereby represents and warrants that the undersigned is an officer, director or agent of the Town with full legal rights, power and authority to sign this Agreement on behalf of the Town and to bind the Town with respect to the obligations enforceable against the Town in accordance with its terms

(b) The undersigned representative of the Licensee hereby represents and warrants that the undersigned is an officer, director or agent of the Licensee with full legal rights, power and authority to sign this Agreement on behalf of the Licensee and to bind the Licensee with respect to the obligations enforceable against the Licensee in accordance with its terms.

15. Entire Agreement

This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.