

**Request for Proposals (RFP)**

to

**Develop a Feasibility Study to Eradicate Aquatic Invasive/Nuisance Species  
in Canaan Lake, North Patchogue and Upper and Lower Lakes, Yaphank  
for the Suffolk County Department of Environment and Energy and the Department of Health Services**

**Timeline**

**Technical Questions Due: October 16, 2008  
Must be submitted in writing (fax/email acceptable)  
to the Suffolk County Purchasing Office**

**Proposers' Conference: October 30, 2008  
(Non mandatory) 10:00 A.M.  
Suffolk County Purchasing Office**

**Proposal Due Date: November 20, 2008  
3:30 p.m.**

**Contact Information**

Name: Kathleen C. Koppenhoefer  
Title: General Services Manager  
Suffolk County Purchasing Office  
360 Yaphank Avenue, Yaphank, NY 11980

Main Tel. (631) 852-5196  
Direct Tel. (631) 852-5463  
Fax: (631) 852-5221  
Email: [Koppenhoefer@suffolkcountyny.gov](mailto:Koppenhoefer@suffolkcountyny.gov)

**Response Package Requirements**

- Submissions to be sent to Suffolk County Purchasing Office
- Number of Copies: Original plus eight (8) copies
- The Purchasing RFP No. (located on upper right hand corner of this page) must be on:
  - All outer mailing envelopes/package
  - Original Response and all copies on the binder/cover page
- Original must be labeled "ORIGINAL"
- Original must contain the actual ink signed and notarized required County forms
- All copies must be complete copies of the Original
- Cost Proposals, original and required number of copies are to be in a separate, single, sealed packet to be included with the Original Proposal ONLY
- Proposals should be submitted in a tabbed and labeled binder, not permanently bound
- **Do NOT return RFP document.** This is for you to keep for reference

**Table of Contents**

**Section I Administrative Information**

- 1. Purpose of RFP
- 2. Coordinating Departments
- 3. Background Information
- 4. Evaluation Committee and Award of Contract
- 5. Questions and Comments
- 6. Proposer's Conference
- 7. Due Date for Proposals
- 8. Number of Copies of Contractor's Proposal
- 9. RFP Policies and Procedures
- 10. Copies of RFP
- 11. Proposal Format
- 12. Award Criteria
- 13. Contract Terms and Conditions
- 14. Local Law No. 26-2003
- 15. Non-Responsible Bidder Certification

**Section II Contractor Profile**

- 1. General Information/Contractor's History
- 2. Qualifications and Experience of Personnel
- 3. Financial Viability
- 4. Client History
- 5. References
- 6. Conflicts of Interest and/or Potential Conflicts of Interest

**Section III Background Information**

**Section IV Technical Services Requirements**

**Section V Cost Proposal**

- 1. Separate Envelope
- 2. Cost is One of Several Evaluation Criteria
- 3. Additional Information
- 4. Alternative Proposals Not Permitted
- 5. Format for Cost Proposal
- 6. Other Costs
- 7. Justification of Cost Proposal

**Section VI Model Agreement**

**Section VII Res. No. 1378-2007**

Amending the Adopted 2007 Operating Budget to Transfer Funds From Fund 477 Water Quality Protection, Amending the 2007 Capital Budget and Program, and Appropriating Funds in Connection With an Aquatic Invasive/Nuisance Species Eradication in Canaan Lake, N. Patchogue and Upper and Lower Lakes, Yaphank (CP 8710)

**Suffolk County Request for Proposals (RFP) Legal Appendices/Forms**

**Section I  
Administrative Information**

**1. Purpose of RFP**

The County of Suffolk ("**County**"), on behalf of its duly constituted **Department of Environment and Energy ("Department")**, invites proposals ("**Proposal(s)**") from qualified consultants to provide consulting services ("**Services**"), as described in Section IV, entitled "Technical Services Requirements."

**2. Coordinating Departments**

**a. Prior to Award of Contract**

The Suffolk County Purchasing Office is responsible for coordinating with the Department regarding the issuance of the RFP:

Suffolk County Purchasing Office, Suite 1B  
360 Yaphank Avenue  
Yaphank, New York 11980

Contact: Kathleen C. Koppenhoefer  
Tel: (631) 852-5196  
Fax: (631) 852-5221

**b. After Award of Contract**

The Suffolk County Attorney's Office is responsible for coordinating with the Department and the Contractor regarding the negotiation and execution of the contract.

**3. Background Information**

**a.** Suffolk County, with a population of 1.5 million, is Long Island's eastern-most county, and covers an area approximately 900 square miles, from 20 miles at its widest part to a length of approximately 86 miles.

**b.** The County of Suffolk is a municipal corporation of the State of New York with an annual operating budget of \$2.6 billion. The County employs approximately 12,000 active employees, with main offices located in Hauppauge, Yaphank, Riverhead and several smaller locations.

**4. Evaluation Committee and Award of Contract**

The award of any contract will be made as judged to be in the best interest of the County.

The RFP Evaluation Committee shall include representatives from the Office of the County Executive and the Department of Environment and Energy. Other members may be added at the discretion of the County.

**5. Questions and Comments**

**a. Administrative Questions**

Administrative questions (e.g. procedural questions on how to respond to this RFP) may be submitted by telephone or in writing to the Purchasing Office staff member listed on page one of this RFP.

**b. Technical Questions**

Technical questions (questions which are specific to the service requested in this RFP) must be submitted in writing (fax/email acceptable) on or before the date set forth on page one of this RFP to the attention of the Purchasing Office staff member listed on page one of this RFP. Responses to such technical questions will be developed by the requesting Department and issued by the Purchasing Office in the form of an Addendum to this RFP.

**c.** No questions or comments should be directed to any County employee or its Contractors or any firm currently in contract with the County regarding this RFP during the RFP process, except as set forth in sub-paragraphs 5.a and 5.b above or as may be requested or permitted by the Suffolk County Purchasing Office and/or the Suffolk County Department of Law. Failure to comply may result in immediate disqualification.

**6. Proposer's Conference**

A Proposers' Conference (non-mandatory) will be held on the date set forth on page one of this RFP.

**Location** Suffolk County Purchasing Office  
360 Yaphank Avenue  
Yaphank, New York 11980

**7. Due Date for Proposals**

Proposals must be submitted to the attention of the Purchasing Agent listed in paragraph 2 above, by 3:30 p.m. on the date set forth on page one of this RFP.

In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all Contractors.

**8. Number of Copies of Contractor's Proposal**

One original plus eight (8) copies of the responses to Sections II, IV and V are required to be sent to the Suffolk County Purchasing Office.

**Note:** Section V, entitled "Cost Proposal" is required to be in a **separate, sealed envelope**.

Do not submit Proposals that are permanently bound.

**9. RFP Policies and Procedures**

- a. It is the County's intent to select the Contractor that provides the best solution for the Department's needs.
- b. The Contractor's contract will be in the format set forth in the Section, entitled "Model Agreement," but will be subject to final contract negotiations.
- c. The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer. The County reserves the right to award negotiated contracts to one or more Contractors.
- d. This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract for any services.
- e. The decision to award a contract shall be based on the ability of the Contractor to provide quality products and services and to comply with all applicable laws, rules and regulations, including without limitation the local preference and other Suffolk County local laws set forth in the Section entitled "Legal Appendices/County Forms."
- f. The award of any contract will be made as judged to be in the best interest of the County.
- g. Each proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the above criteria.
- h. While the County is under no obligation to contact Contractors for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the County, at the sole discretion of the Evaluation Committee, may elect to interview all or some of the Contractors during the selection process and to request presentations.
- i. Based on the evaluation criteria, please note that the County will not necessarily choose the Contractor(s) with the lowest rates for Services. A competitive range consisting of those Proposals which are acceptable to the County, or which could be made acceptable following written or oral presentations, will be determined.
- j. In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth in this Section I, paragraph entitled "Proposal Format". Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process.

**10. Copies of RFP**

Anyone who intends to submit a Proposal must contact the Suffolk County Purchasing Division directly and specifically request a copy of this RFP, unless such Contractor was mailed a copy directly from the Purchasing Office. The Purchasing Office has responsibility for maintaining a control list of all potential Proposers.

**11. Proposal Format**

Proposals must include the following:

**a. Transmittal Letter (one original plus number of copies listed on cover page)**

A transmittal letter is a letter on the Contractor's stationery. A corporate officer or an authorized agent of the Contractor must sign the transmittal letter. The transmittal letter should state the contact person who will be responsible for answering any questions that the County Evaluation Committee may have. Include the telephone number and fax number for such contact person.

**b. Suffolk County SCEX Form 22  
Contractor's/Vendor's Public Disclosure Statement (2 pages)**

The Contractor's/Vendor's Public Disclosure Statement is included in the section entitled "Suffolk County Request for Proposals (RFP) Legal Appendices/Forms."

A corporate officer or an authorized agent of the Contractor must sign one (1) original of form and have it notarized.

**c. Proposal/Bid Certification form (1 page)**

Signed by a corporate officer or an authorized agent of the Contractor. The Proposal/Bid Certification form is included in the Section entitled "Suffolk County Request for Proposals (RFP) Legal Appendices/Forms".

**d. Living Wage Forms (mandatory forms)**

These forms are included in the section entitled "Suffolk County Request for Proposals (RFP) Legal Appendices/Forms". See that section for instructions. The Labor Department's Living Wage Unit may be reached at (631) 853-3808 for specific questions.

**e. Lawful Hiring Forms**

These forms are included in the Section entitled "Suffolk County Request for Proposals (RFP) Legal Appendices/Forms". See that Section for instructions. The Labor Department's Lawful Hiring of Employees Unit may be reached at (631) 853-3808 for specific questions.

**f. Contractor's Statement of Applicability of Local Law No. 4-1993  
(Local Preference Law)**

Contractor's who believe they qualify for preferential treatment under Suffolk County Local Law No. 4-1993, entitled "To Promote Local Business for County Consulting Work", must attach a separate statement to their proposal, which supports and documents their request for such preferential treatment.

**g. Contractor Profile/Response to Questions set forth in the RFP Section entitled  
"Contractor Profile"**

This section will be used in the County's evaluation of the Contractor's general qualifications.

**h. Contractor’s Proposed Technical Services/Response to items set forth in the RFP Section entitled “Technical Services Requirements”**

This section will be used in the County’s evaluation of the Contractors’ proposed technical services.

**i. List (if applicable) of Subcontractors**

Identify all sub-contractors the Contractor plans to use and the function for which such sub-contractors will be responsible. Provide qualifications, including prior relevant experience, for sub-contractors anticipated to be used. Failure to include this information in the Proposal may be grounds for disqualification.

**j. Conflict of Interest**

The Contractor must disclose to the County the existence of any conflicts of interests, whether existing or potential. If none exist, so state.

**k. Cost Proposal**

Your Original plus all of your required extra copies of the Cost Proposal should be submitted in one SEALED envelope and packaged only in your “Original” proposals set. Do not include cost information in the body of your proposal response, or include cost proposals in sealed envelopes in any of the extra sets submitted. Put all the cost proposals in one labeled and sealed envelope with the “Original” set. Label the header or footer of EACH page of your cost proposal with the name of your company.

**12. Award Criteria**

<b>a. General Qualifications:</b>	<b>40 points</b>
Contractor’s history, expertise, experience, reliability, financial viability, and references. See RFP Section, entitled “Contractor Profile,” for specific requirements.	
<b>b. Proposed Technical Services/Products:</b>	<b>40 points</b>
Strategies, methodologies, services offered by Proposer. See RFP Section, entitled “Technical Services Requirements” for specific requirements.	
<b>c. Cost Proposal:</b>	<b>20 points</b>
Separate sealed envelope. See Section entitled “Cost Proposal” for specific requirements.	
<b>Total</b>	<b>100 points</b>

**13. Contract Term and Conditions**

- a. Reference is made to the Model Form Agreement for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the County Attorney's Office.
- b. The Contractor must identify any items not set forth in the Model Agreement that the Contractor requests be negotiated.
- c. The Contractor responses to this RFP, as may be subsequently modified in negotiations with the County may be included as exhibits in any contracts that the County may execute with the Contractor.

**d. Anticipated Award and Contract Timetable**

It is anticipated that this RFP process shall be concluded and a "letter of award" made in January, 2009. The anticipated commencement date of Services shall be on or about March 1 2009.

**14. Local Law No. 26-2003**

Proposers are advised that the efficient, timely, and non-disruptive provision of goods and services is a paramount financial interest of the County and as such the County expects the potential Contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

**15. Non-Responsible Bidder Certification**

The undersigned, upon submission of his/her or their Proposal, understands that he/she or they will be required to set forth whether or not he/she or they have been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "NONRESPONSIBLE BIDDER". The undersigned has read and is familiar with the provisions of Suffolk County Code Sections 143-5 through 143-9.

**End of Text for Section I**



## Section II Contractor Profile

### 1. General Information/Contractor's History

- a. Company name and address.
- b. Year company was founded and brief history.
- c. Total number of employees in company.
- d. Location(s) from which services will be performed.
- e. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, proprietorship, etc.).

### 2. Qualifications and Experience of Personnel

- a. Provide resumes of the project director and all other key staff who will be assigned to this project. Provide an organizational chart as well. Describe the qualifications and background of your staff, insofar as they relate to this project. Summarize their responsibilities as they relate to this project.
- b. Please specify whether you have on staff a trained professional in Biology, Aquatic Ecology, Geology, Hydrology, Limnology, New York licensed PE, or other professionals with relevant experience in lake and pond management?
- c. If you intend to use the services of a sub-Contractor, please provide all of the above information for such sub-Contractor. Note that the County must pre-approve the use of any sub-Contractors.
- d. Summarize all relevant experience with developing lake management plans. Provide case studies of at least three completed lake management plans, including at least two in New York State completed by your firm. Include information demonstrating your firm's experience with all of the tasks listed in Section IV, Technical Services Requirements.
- e. Provide licensing information and references for all project staff.
- f. It is expected that staff and subcontractors identified under this RFP will be the staff or subcontractors utilized for any assignments under this RFP
- g. In addition, Suffolk County may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) business days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

**3. Financial Viability**

**a. Indebtedness to County, Liens and Litigation**

Submit a statement as to indebtedness, if any, to the County; and a listing of all outstanding liens, if any, against the Contractor. Submit a summary of litigation, if any, against the Contractor and its disposition.

**b. Statement Regarding Bankruptcy**

Submit a statement disclosing any bankruptcy(ies) filed within the last seven years. The Statement must include the date the bankruptcy was originally filed, the current status, and, if applicable, the date the bankruptcy was discharged.

**c. Financial Statements**

- I. Provide 2006 and 2007 audited financial statements for your organization (and parent firm, if applicable). Indicate the financial ratings your organization (and parent company) received for each six-month period in 2006 and 2007.
- II. If 2007 audited financial statements are not available, please provide 2005 and 2006 audited financial statements.
- III. In the event you cannot provide audited financial statements, you may submit internal statements. However, please provide a written explanation as to why audited financial statements are not available.

**4. Client History**

Provide a list of all clients for whom you have provided similar services within the last three years. For each client, provide the following:

- a. Client name and address; and
- b. Contact name, title and telephone number; and
- c. Description of services provided and time period:

**5. References**

- a. Provide three client references for which you have provided services (current governmental or quasi-governmental agencies preferred). Provide name of the organization, services, contact name and telephone number.
- b. Provide a list of all contracts with the County of Suffolk within the last five years (regardless of type of service), the time period for those services and your primary County contact.

**6. Conflicts of Interest and/or Potential Conflicts of Interest**

**a. Relationships with Third Parties**

All Contractors with the County of Suffolk are charged with the continuing duty to disclose to the County the existence of any interests they may have, contractual or otherwise, ongoing or previous, with any companies or individuals with whom the County of Suffolk does business with respect to the services required by this RFP. This duty continues for so long as the Contractor is retained on behalf of the County or its employees.

**b. Relationships with County Departments/Agencies/Employees**

All Contractors with the County of Suffolk are charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any County department, agency or employee. This duty continues for so long as the Contractor is retained on behalf of the County or its employees.

**End of Text for Section II**

**Section III  
Background Information**

**Aquatic Invasive/Nuisance Species Eradication in Canaan Lake, North Patchogue and Upper & Lower Lakes, Yaphank.**

**1. Overview**

- a. Three lakes within the Township of Brookhaven have been invaded by an explosive growth of aquatic invasive/nuisance weeds which have negatively impacted traditional recreational uses of fishing, canoeing and swimming, as well as habitat and living resources. This feasibility study will help determine the best methodology for eradicating the aquatic weeds in Canaan Lake, North Patchogue and Upper & Lower Lakes, Yaphank. The selected method(s) will be applied at a pilot test lake and will be the subject of a future RFP. An additional goal of the study at the Upper and Lower Lakes is to evaluate options to restore fish passage to this portion of the Carmans River.
- b. The feasibility study should detail the causes for the aquatic weeds, evaluate potential alternative control strategies and recommend the most appropriate corrective action plan for eradication and long-term management of the aquatic invasive plant species including variable leaf watermilfoil (*Myriophyllum heterophyllum*), from Canaan Lake. The study should include an implementation plan to restore the ecosystem and facilitate traditional recreational uses.
- c. The feasibility study should detail the causes for the aquatic weeds, evaluate potential alternative control strategies and recommend and most appropriate corrective action plan for eradication and long-term management of the aquatic invasive plant species including variable leaf watermilfoil and Carolina fanwort (*Cabomba caroliniana*) present in Upper and Lower Lakes, Yaphank, to facilitate the traditional recreation uses. The study should include an implementation plan. The study should also evaluate potential alternatives to restore fish passages along the water bodies and make a recommendation of the best option identified.

**2. General Background Information**

- a. Canaan Lake is a shallow 25.7 acre lake located in North Patchogue, in the Town of Brookhaven. The lake drains to the Patchogue River and ultimately Great South Bay. The lake is listed (1701-0018) on the New York State 2006 Final Section 303(d) List of Impaired Waters Requiring a TMDL/Other Strategy for restoration. The New York State Department of Environmental Conservation (NYSDEC) Impaired Segment report notes that Canaan Lake is a high priority for the agency for TMDL development due to excessive inputs of nutrients and sediments" and "excessive aquatic weed growth" impacting recreational uses. The NYSDEC Aquatic Nuisance Species Project states, "Milfoil can form large floating mats of vegetation on the surface of lakes, rivers and other water bodies, preventing light from reaching native aquatic plants." The lake is annually stocked with Rainbow Trout by the NYSDEC to increase fishing opportunities. According to the New York Citizens Statewide Lake Assessment Program (CSLAP) May 2006 report, nitrate levels in Canaan Lake "are among the highest in New York State lakes," and "recreational uses are strongly and negatively impacted by invasive aquatic weed growth." The invasive weed is identified as a species of variable leaf watermilfoil.
- b. The Upper and Lower Lakes in Yaphank are part of the Carmans River system which is designated as a New York State Wild, Scenic and Recreational River. The 11.4 mile-long river flows into Bellport Bay, the easternmost portion of Great South Bay. Suffolk County has identified the Carmans River as a "critical environmental area" pursuant to the New York's State Environmental

Quality Review Act (SEQRA). Upper Yaphank Lake is approximately 19 acres in size and is populated with a mix of warm water fish species and is stocked by NYSDEDC with trout. Lower Lake consists of 25 acres and supports populations of largemouth bass, sunfish, and several other warm water fish species. The Upper and Lower Lakes of the Carmans River have been dammed since the late 1700s to early 1800s for conveying logs to a former mill on the river. The dams which created the lakes on the river have resulted in the evolution of a different, but never-the-less, significant ecological habitat. In recent years recreation and fishing on the lakes have been negatively impacted by invasive aquatic weed growth identified as Variable Leaf Watermilfoil (*Myriophyllum heterophyllum*) and Carolina Fanwort (*Cabomba caroliniana*).

**3. Authorization**

The Suffolk County Department of Health Services prepared and submitted a Suffolk County Water Quality Protection and Restoration Program Application Form and the application was approved by the Suffolk County Water Quality Review Committee on \_\_\_\_\_. Res. No. 1378-2007, Amending the Adopted 2007 Operating Budget to Transfer Funds From Fund 477 Water Quality Protection, Amending the 2007 Capital Budget and Program, and Appropriating Funds in Connection With an Aquatic Invasive/Nuisance Species Eradication in Canaan Lake, N. Patchogue and Upper and Lower Lakes, Yaphank (CP 8710), which approved funding for the subject project, is attached in Section VII.

**End of Text for Section III**

**Section IV**  
**Technical Services Requirements**

**1. General Background**

The County of Suffolk ("County") acting through the Suffolk County Department of Environment and Energy ("DEE") and the Department of Health Services ("Department"), invites proposals from qualified consulting firms ("Contractor") interested in providing the County with Consulting Services for the development of feasibility studies to remove aquatic invasive plant species from Canaan Lake and the Upper and Lower Lakes, and to restore fish passage at the Upper and Lower Lakes. The County is seeking proposals as set forth below from qualified consultants to provide consulting services ("Services") for the Department in an amount not to exceed \$200,000.

The Contractor must state in its Proposal if it can provide each of the listed services set forth below. The Contractor must provide information as to how the Contractor will provide the listed services. In addition, Contractors must include an executive summary consisting of one to three pages, highlighting the major aspects of their proposals.

**2. Services**

The objectives of the program are as follows:

- a. Describe and characterize existing conditions,
- b. Evaluate all options to eradicate, and/or manage the aquatic invasive plants present in Canaan Lake and Upper and Lower Lakes,
- c. Develop the best action to implement for the overall health of the lakes and river,
- d. Identify best management practices for the long-term management,
- e. Evaluate options to restore fish passage to the Upper and Lower Lakes, and
- f. If necessary, Identify and obtain permissions and permits required to complete the services requested herein.

Objectives shall be met by conducting the four tasks described below. All proposals must be structured in conformance with the task outline, with specific timelines, personnel and responsibilities clearly identified for each task, to the extent possible. Cost proposals must also be structured in accordance with the tasks.

Proposers are free to propose alternative or additional tasks. However, these should be segregated, in terms of proposal narrative and cost proposal, so that all baseline proposals can be evaluated on the same basis.

Proposals cannot exceed \$200,000. If proposers deem that certain elements of the program cannot be accomplished within the given budget, the proposers should clearly state what element would not be included in the scope of services. Proposers are free to identify budgets necessary to accomplish project objectives, but, again, these alternative proposals and budgets should be clearly segregated, in terms of proposal narrative and cost proposal.

**The Contractor shall be responsible for the following specific Tasks:**

**Task I – Lakes characterization and existing conditions**

The Contractor will characterize and assess existing conditions at the three lakes including , but not limited to, watershed area and composition, geography, bathymetry, water quality, pollution sources, sediment composition, living resources (e.g., aquatic plants, fish species), dams, bulkheads, underwater lands ownership, legal designations and existing management plans, and any other pertinent factors. Water quality testing by the contractor for chemical and biological parameters such as dissolved oxygen, temperature, pH and turbidity may be necessary to complete the assessment. The Contractor will perform a complete characterization of the aquatic invasive plant problem, including Variable Leaf Watermilfoil (*Myriophyllum heterophyllum*), Carolina fanwort (*Cabomba caroliniana*), Common reed (*Phragmites australis*) and effects on recreational, economic and social uses of the lakes (and river). The Contractor will also identify any impaired uses in the assessment.

The contractor shall produce a draft task and final report. The draft will consist of 6 hard copies and 6 electronic copies (CDs) for County review. The draft will be reviewed and comments provided by the County and Department. The Contractor shall amend the report in accordance with the comments provided and submit 20 color hard copies and 20 electronic copies of the final task report.

**Task II- Management Alternatives**

The Contractor will provide an evaluation of the feasibility of each of the following alternatives for each of the three lakes, where applicable: dredging, aquatic herbicides, shading (chemical dyes), mechanical harvesting (harvester, rotovators and hydro rakes), benthic barriers, hand harvesting and suction harvesting, drawdown, temporary and periodic measures (water level manipulation), biological control (non-native grass carp ), multiple methods (such as a combination of mechanical and hand harvesting with benthic barriers), dam removal or modification, and the no action alternative. The contractor may also propose other alternatives.

In order to determine the potential environmental impacts associated with the management alternatives, a detailed analysis of the various control measures or combinations of measures should be performed, considering, at a minimum, the following considerations/issues and parameters.

- a. Methodology
  - Permits required
  - Up front costs
  - Maintenance costs
  - Monitoring requirements
- b. Impact on Aquatic Invasive Plants
  - Degree of Control Success Expected
- c. Impacts to Water Quality
  - Turbidity
  - Temperature, Salinity, pH
  - Downstream impacts
- d. Potential Positive and Negative Environmental Impacts
  - Impact on Native Flora and Fauna
  - Impact on Target Plant Species
  - Non-market resources (address issues such as kayaking, trout fishing, increased filtering capacity for adjacent septic systems, increased public access)

- e. Anticipated Project Longevity
- f. Limitations
- g. Timeline Associated with Control
- h. Best Management Practices (BMPs)
- i. Permits and permissions
- j. Conclusions and Recommendations

The contractor will produce a draft task and final report for a Comprehensive Plan to Eradicate Variable Leaf Watermilfoil (*Myriophyllum heterophyllum*) and Carolina Fanwort (*Cabomba caroliniana*) and any other species identified from Canaan Lake and Upper and Lower Lakes. The report shall include a five to ten page Executive Summary.

If necessary, the Contractor will apply for and obtain any required permissions (underwater land owners) and permits (e.g., NYS Department of Environmental Conservation) to perform work necessary for the services requested hereunder.

The draft will consist of 6 hard copies and 6 electronic copies (CDs) for County review. The draft will be reviewed and comments provided by the County and Department. The Contractor shall amend the report in accordance with the comments provided and submit 20 color hard copies and 20 electronic copies of the final task report, and any required permissions and permits (e.g., from NYSDEC for herbicide applications).

### **Task III – Meetings and Stakeholder involvement in Upper and Lower Lakes and in the Carmans River and Canaan Lake**

The Contractor shall conduct one (1) start-up meeting, one (1) interim meeting and one (1) project ending wrap-up meeting with the Department and other involved agencies for each of the lakes to discuss the project approach, schedule, and requirements; a progress meeting with the Department and other involved agencies and stakeholders at the completion of tasks 1 and 2; and a project ending wrap-up meeting with the Department and other involved agencies and stakeholders to submit and discuss the final project report. Informal telephone and/or in-person conferences with the Department shall be routinely made as necessary.

Implementation of the aquatic weed eradication plan will require gaining a consensus from stakeholders, including adjacent property owners, user groups and civic associations. Up to eight (8) public meetings, in the discretion of the Department, inviting each lake or area civic association, user groups, community organizations, non-government organizations and government agencies involved in the protection/restoration of Canaan Lake and Upper and Lower Lakes shall be held to gather input and explain any proposals, in addition to those listed above.

The Contractor shall prepare written material and presentations for the meetings. The Department shall approve the scheduling and place of the meetings. The Department shall review and approve the Contractor's written meeting minutes.

### **Task IV – Options for Fish Passage at the Upper and Lower Lakes**

The Contractor will perform an evaluation of options to restore fish passage through the Upper and Lower Lakes from the Carmans River. These options may include various types of fish ladders or dam modifications. Lowering lake levels through dam modification may improve functioning of shoreline sanitary disposal systems and improve water quality as well. Extensive engagement with landowners on the lake and other stakeholders is necessary due to concern for property values and rights. Many



have expressed the view that the primary objective of reducing aquatic invasive plants is to restore traditional recreational uses of fishing, swimming and canoeing on the lakes.

The contractor shall produce a draft task and final report. The draft will consist of 6 hard copies and 6 electronic copies (CDs) for County review. The draft will be reviewed and comments provided by the County and Department. The Contractor shall amend the report in accordance with the comments provided and submit 20 color hard copies and 20 electronic copies of the final task report.

**3. Additional Requirements - Subcontracting**

Contractor may elect to subcontract certain services required in this RFP. Services that are to be subcontracted must be clearly defined in the Proposal. Contractor retains responsibility for all acts and omissions of the subcontractor. Contractor must submit all contracts with a subcontractor to the Department for prior approval.

**4. Anticipated Contract Timetable**

The anticipated commencement date of Services shall be March 1, 2009. Services shall continue for two years through to February 28, 2011, with two additional one-year options to renew at the County's discretion.

**End of Text for Section IV**

**Section V  
Cost Proposal**

**1. Separate Envelope**

Your Original plus all of your required extra copies of the Cost Proposal should be submitted in one sealed envelope and packaged only in your "Original" proposals set. Do not include cost information in the body of your proposal response, or include cost proposals in sealed envelopes in any of the extra sets submitted. Put all the cost proposals in one labeled and sealed envelope with the "Original" set. Label the header or footer of EACH page of your cost proposal with the name of your company.

**2. Cost is One of Several Evaluation Criteria**

Based on the evaluation criteria set forth in Section I, entitled "Administrative Information," please note that the County will not necessarily choose the Contractor with the lowest rates for Services.

**3. Additional Information**

The Contractor should provide any additional information it deems necessary to explain or clarify its Cost Proposal.

**4. Alternative Proposals Not Permitted**

All Contractors must submit a separate Cost Proposal that adheres to the format shown below. Cost proposals in alternate formats shall be rejected.

**5. Format for Cost Proposal**

Costs shall be outlined as follows:

Task I	\$ _____
Task II	\$ _____
Task III	\$ _____
Task IV	\$ _____
Total	\$ _____

(Tasks are outlined in Section IV.)

c. Please note that the County has budgeted an amount no greater than **\$200,000** for the tasks/services.

**6. Other Costs** - Please list any other anticipated costs to the County.

**7. Justification of Cost Proposal**

Each proposal shall be accompanied by a detailed breakdown of proposed costs for each work task.

**End of Text for Section V**

**Exhibit VI  
Model Agreement**

**This Agreement (“Agreement”)** is between the **County of Suffolk (“County”)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of** (Insert Name) (**“Department”**), located at (Insert address); and

(Insert Name) (**“Contractor”**), having its principal place of business at (Insert address).

The parties hereto desire to (insert description) (“Services”).

**Term of Agreement:** -----

**Total Cost of Agreement:** Shall not exceed \$x.00, as set forth in Exhibit E, attached.

**Terms and Conditions:** Shall be as set forth in Exhibits A through X; attached hereto and made a part hereof.

**In Witness Whereof,** the parties hereto have executed this Agreement as of the latest date written below.

**Insert Name of Contractor**

**County of Suffolk**

By: \_\_\_\_\_  
Name:  
Title:  
Fed. Tax ID #  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy County Executive  
Date: \_\_\_\_\_

**Approved as to Legality:  
Christine Malafi, County Attorney**

**Approved: Department of** (Insert Name)

By: \_\_\_\_\_  
  
Assistant County Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name  
Title  
Date: \_\_\_\_\_

**Recommended:**

By: \_\_\_\_\_  
Name  
Title  
Date: \_\_\_\_\_

**List of Exhibits**

**Exhibit A**

**General Terms and Conditions**

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-discrimination in Services
10. Governing Law
11. No Implied Waiver
12. Conflicts of Interest
13. Cooperation on Claims
14. Confidentiality
15. Assignment and Subcontracting
16. No Intended Third Party Beneficiaries
17. Certification as to Relationships
18. Publications and Publicity
19. Copyrights and Patents
20. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

**Exhibit B**

**Suffolk County Legislative Requirements**

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities  
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws Website Address

**Exhibit C**

**Notices and Contact Persons**

**Exhibit D**

**Description of Services**

**Exhibit E**

**Payment Terms**

1. General Payment Terms and Conditions
2. Agreement Subject to Appropriation of Funds
3. Specific Payment Terms and Conditions

**Exhibit F**

**Legislative Resolution No.**

(Insert if applicable; remove this Exhibit if not applicable)

**Exhibit G**

**Other**

(Add other exhibits, if applicable; remove this Exhibit if not applicable)

**Exhibit A  
General Terms and Conditions**

**Whereas**, the County issued an RFP which was advertised on x, 2008; and

**Whereas**, the Contractor submitted a proposal in response to such RFP; and

**Whereas**, the County has selected the Contractor to provide the services as set forth herein; and

**Now Therefore**, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows

**1. Contractor Responsibilities**

- a. The Contractor shall provide the Services, as more particularly described in Exhibit D, entitled "Description of Services."
- b. The Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorization(s), certificates(s), certifications(s), registration(s), license(s), permit(s) or other approval(s) required by the State, County or other authorities for the Services provided.
- c. In the event that this Agreement requires any engineering services, the Contractor shall submit, prior to, or along with, any plans, reports, specifications, permit or other applications, analyses or other engineering work required to be submitted to the Department for approval under this Agreement, the Certificate(s) of Authorization, issued pursuant to § 7210 of the New York Education Law, of its consultants, subcontractors, subcontractors, and/or any other entity (including, but not limited to, Contractor and any of its subsidiaries, divisions, affiliates or an entity under the control of Contractor) performing all or part of the engineering services necessary hereunder. Failure to file, submit or maintain said Certificate(s) shall be grounds for rejection of any plans, reports, specifications, permit or other applications, analyses or other engineering work submitted for approval under the terms of this Agreement.

**2. Term and Termination**

**a. Term**

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

**b. Termination for Cause**

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the County.

- ii. Failure to comply with federal, state or local laws, rules, regulations, or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the County.
- iii. If the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the County may terminate this Agreement in whole or with respect to any identifiable part of the program, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.
- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the County provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the County's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the County's option) the Contractor will be given an opportunity for consultation with the County and an opportunity to cure all failures of its obligations prior to termination by the County. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the County by the end of the (5) day period (or longer, at the County's option), the County may issue a written termination notice ("Termination Notice"), effective immediately.

**c. Termination for Emergencies**

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the County, may result in immediate termination of this Agreement, in whole or with respect to any identifiable part of the program, in the sole discretion of the County.

**d. Termination for Convenience**

The County shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the County shall pay the Contractor for the services rendered through the date of termination.

**e. Payments upon Termination**

- i. Upon receiving a Termination Notice, the Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The County shall be released from any and all responsibilities and obligations arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the County shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.

- iii. Upon termination, the Contractor agrees to promptly reimburse to the County, by check payable to the Suffolk County Treasurer, the balance of any funds advanced to the Contractor by the County. Upon termination, any funds paid to the Contractor by the County which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the County may recoup such payments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

**3. Indemnification**

**a. General**

The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

**b. Federal Copyright Act**

The Contractor hereby represents and warrants the Contractor, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

**4. Insurance**

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless



otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
  - ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
  - iii. **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
  - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.  
**(Delete this clause if not applicable)**
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
  - c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
  - d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.
  - e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.

**5. Independent Contractor**

It is expressly agreed that the Contractor status hereunder is that of an independent contractor. Neither the Contractor, nor any person hired by the Contractor shall be considered employees of the County for any purpose.

**6. Severability**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**7. Merger; No Oral Changes**

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

**8. Set-Off Rights**

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

**9. Non-discrimination in Services**

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
  - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
  - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
  - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
  - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or

- v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
  - i. the types of service(s) or other benefits to be provided, or
  - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
  - iii. the class of individuals to be afforded an opportunity to receive services.

**10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County; New York or the United States District Court for the Eastern District of New York.

**11. No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

**12. Conflicts of Interest**

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the County. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

**13. Cooperation on Claims**

The Contractor hereto agrees to render diligently to the County, without additional compensation, any and all cooperation, that may be required to defend the County, its employees and designated representatives against any claim, demand or action that may be brought against the County its employees or designated representatives in connection with this Agreement.

**14. Confidentiality**

Any records, reports or other documents of the County or any of its agencies used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the

property of the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

**15. Assignment and Subcontracting**

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the County of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

**16. No Intended Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

**17. Certification as to Relationships**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

**18. Publications and Publicity**

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by the Suffolk County Executive’s Office.”

- b. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

**19. Copyrights and Patents**

**a. Copyrights**

If the work of the Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves, and the Contractor hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

**b. Patents**

If the Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Contractor may apply for and secure for itself patent protection. However, the County reserves, and the Contractor hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

**20. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction**

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

**End of Text for Exhibit A**

**Exhibit B**  
**Suffolk County Legislative Requirements**

**1. Contractor's/Vendor's Public Disclosure Statement**

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

**Required Form:** Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

**2. Living Wage Law**

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

**Required Forms:** Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities**  
**Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:** Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

#### 4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment

of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

**Required Forms:** Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

**5. Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

**6. Prohibition Against Contracting with Corporations that Reincorporate Overseas**

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

**7. Child Sexual Abuse Reporting Policy**

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.



**8. Non Responsible Bidder**

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

**10. Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

**End of Text for Exhibit B**

**Exhibit C  
Notices and Contact Persons**

**1. Operational Notices**

Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the Department:  
By Regular or Certified Mail in Postpaid Envelope or by  
Courier Service or by Fax or by Email**

Suffolk County Department of xxx  
Address  
Att.

**For the Contractor:  
By Regular or Certified Mail in Postpaid Envelope or by  
Courier Service or by Fax or by Email**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**2. Notices Relating to Termination and/or Litigation**

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

**For the County:  
By Regular and Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service or Personally and by First Class Mail**

Suffolk County Department of xx  
Address  
Att.

and

Christine Malafi, County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, New York 11788

**For Contractor:**

**By Regular and Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service or Personally and by First Class Mail**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices shall be deemed to have been duly delivered (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**End of Text for Exhibit C**

**Exhibit D  
Description of Services**

**1. Reports/Progress Meetings**

The Contractor will be responsible for issuing timely reports in oral presentations and in writing on the status of pending and proposed activities, as may reasonably be requested by the Department. Depending upon the nature of the services provided under this Agreement, the parties may meet from time to time; the meeting time, place and attendees shall be as mutually agreed upon by the parties. All written reports will also be made available to the County in electronic format.

**2. Insert description of services as set forth in RFP and/or as negotiated.**

**End of Text for Exhibit D**

**Exhibit E**  
**Payment Terms**

**1. General Payment Terms**

- a. The Contractor shall prepare and present a claim form supplied by the County and approved for payment by the County ("Suffolk County Payment Voucher"). Payment by the County will be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.
- b. The Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.
- d. The acceptance by the Contractor of full payment of all billings made on the final approved Suffolk County Payment Voucher under this Agreement shall operate as and shall be a release to the County from all claims and liability to the Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

**2. Agreement Subject to Appropriation of Funds**

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement.

**3. Specific Payment Terms and Conditions**

Insert specific terms and conditions.

**End of Text for Exhibit E**

**Rev. 9/9/08; Law No. 08-EE-008**

**SC Purchasing RFP No. 08/80037**

**Advertisement Date: October 2 2008**

**Commodity Code 926 40**

**RFP to Develop a Feasibility Study to Eradicate Aquatic Invasive/Nuisance Species**

H:\MUNLAW\JBK\Environment and Energy\Aquatic - RFP -8-20-08.doc