

Town of North Hempstead



REQUEST FOR PROPOSALS FOR PLANNING SERVICES

**Streetscape Design
Main Street, Port Washington**

December 23, 2014

TOWN OF NORTH HEMPSTEAD

REQUEST FOR PROPOSALS FOR STREETScape DESIGN

December 23, 2014

I. INTRODUCTION

The Town of North Hempstead (the “Town”) is a municipal corporation under the General Municipal Law and the Town Law of the State of New York (the “State”) serving a jurisdiction of 226,000 residents, located in northwestern Nassau County, New York.

The Port Washington Streetscape Design Program (the “Streetscaping Project”) is one of the implementation steps resulting from a series of planning exercises conducted for the Main Street corridor. Concentrating on the area in the vicinity of the Long Island Rail Road Port Washington station, a number of recommendations were put forward to improve the aesthetics and create a unifying theme for the public right-of-way along Main Street extending from Port Washington Boulevard to Haven Avenue on the south side and to Herbert Avenue on the north side. Though formally a Nassau County thoroughfare, responsibility for the road was transferred to the Town in 2007 and the Town now has jurisdiction over improvements within the right-of-way.

The goal of the Streetscaping Project is to enhance the attractiveness, functionality, safety and visual consistency of the corridor, as experienced by motorists, pedestrians and cyclists alike. Design concepts must adhere to the North Hempstead Complete Streets Policy Guide adopted in 2011.

If your firm is interested in responding to this Request for Proposals, your submission must be addressed to:

Wes Sternberg, AICP
Department of Planning & Environmental Protection
Town of North Hempstead
210 Plandome Road
Manhasset, New York 11030

All submissions must be received by: 3:00 P.M. January 23, 2015 and shall be based upon the General Information and Scope of Services that follows.

II. PROCEDURES

A. SUBMISSION PERIOD

Respondents must submit their Proposals on or before 3:00 P.M. January 23, 2015 (the Submission Deadline). The Town's governing body, the Town Board, expects to select a firm for the Project (the "Awardee") from among the respondents on or about February 24, 2015.

B. PREPARATION OF PROPOSAL

For ease of review, the Proposal must follow the outline in Section III of this RFP, entitled **Requirements**. Each response must be clearly numbered and the full question listed and answered. The Consultant shall demonstrate that it has relevant experience in performing projects of comparable value and scope to the type contemplated by this RFP. Each Proposal shall be prepared concisely, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation.

C. NUMBER OF COPIES OF PROPOSAL

Ten (10) bound copies of the Proposal should be submitted to the Town.

D. SUBMISSION OF PROPOSALS

The submission of Proposals shall be directed to the Town's authorized contact person (below).

All Proposals must be received at 210 Plandome Road before the Submission Deadline, either by hand delivery, courier or certified mail to the above office. If in-person or courier delivery is anticipated, it is strongly advised to make arrangements by email for package drop-off at least one day before the Submission Deadline. The Town is under no obligation to return Proposals. It is requested that any and all contact with the authorized contact person be made by fax, e-mail or letter.

Selected Proposers may be contacted by the Town's authorized contact person with questions aimed at clarifying their Proposal after submission.

E. QUESTION AND ANSWER PERIOD

Questions from potential respondents about the RFP, and the submission and content, shall be entertained for a period ending January 6, 2015 at 4:00p.m. Answers to inquiries shall be posted to the Town of North Hempstead website, referenced to this Request For Proposals, on January 9, 2015. All questions about the RFP and submission of Proposals shall be directed **in writing (email/mail)** to the authorized contact person:

Wes Sternberg, AICP
Town of North Hempstead Department of Planning
210 Plandome Road
Manhasset, New York 11030
sternbergw@northhempsteadny.gov

F. LONGEVITY OF PROPOSALS

A Proposal may not be withdrawn following submission except at the request of the Town, or with the Town's written consent. A Proposal may be withdrawn at any time prior to the Submission Deadline. However, the successful Proposer may not withdraw or cancel or modify the Proposal for a period of forty-five (45) days following the Submission Deadline, except at the request of the Town, or with the Town's written consent.

G. METHOD OF SELECTION OF AWARDEE

Town representatives will evaluate each Proposal with emphasis on the following factors:

- Demonstrated relevant experience in performing projects of comparable value and scope to the type contemplated by this RFP
- Concept, methodology, and approach
- Reasonableness of fees and costs
- Expertise and technical approach of the Proposal, explaining the degree to which the Proposer's interpretation of the work meets the needs and goals of the Town
- Quality of project team's overall organizational strength
- References and reputation
- Strength of Proposer's current financial statements

- Quality of the Proposal – adherence to Part III, “**Requirements**” (following) – including the conciseness, clarity and readability of the proposal

H. RIGHT OF REJECTION BY THE TOWN

Notwithstanding any other provisions of this RFP, the Town reserves the right to select the Proposer that best meets the requirements of the RFP, and not necessarily to the lowest bidder. Further, the Town reserves the right, for any or no reason and in its sole and absolute discretion, to (1) amend, in whole or part, this RFP, (2) withdraw or cancel this RFP, or (3) accept or reject any or all Proposals prior to execution of the contract for the Project for any or no reason and with no penalty to the Town.

I. NOTICE OF AWARD

The Town shall inform the Awardee that they have been selected by means of a Notice of Award issued pursuant to a resolution adopted by the Board. Neither the selection of a Proposer as the Awardee nor the issuance of a Notice of Award shall constitute a binding commitment on behalf of the Town to enter into any contract with the Awardee, as any binding arrangement must be set forth in definitive documentation negotiated between and signed by the Awardee and the Town.

J. CONTRACTING WITH AWARDEE

The Town shall enter into contract negotiations with the Awardee. Contract negotiations will include the scope of services for the Project. Fees shall be based upon the hourly rates and other information provided by Awardee in their Proposal. The contract may contain provisions not identified or described herein. The Town shall enter into a written contract or contracts (hereinafter, the “Contract”) with the selected Proposer(s) in a form satisfactory to the Town Board.

The Town reserves the right to negotiate the terms and conditions of the Contract(s) with the selected Proposer(s), if any. These negotiations could include all aspects of Services and fees. Neither the selection of a Proposer nor the negotiation of the Contract with such Proposer(s) shall constitute a binding commitment on behalf of the Town to enter into a Contract with such Proposer(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals.

K. SCHEDULE

The Awardee shall be prepared to start work within five (5) business days of notice to proceed, and should anticipate completion of all work before September 30, 2015

III. REQUIREMENTS

A. SCOPE OF SERVICES

The exact Scope of Services will be set forth in the agreement between the Town and Awardee. It is expected the Awardee will complete all tasks within the defined budget. The Scope of Services includes but is not limited to the following:

Before beginning each of the items described below the Awardee shall meet with the Town to discuss and more accurately define the work to be performed. Work on this Project shall be divided into four parts and categorized as follows:

- Part 1 – Field Survey
- Part 2 – Preliminary Design Document
- Part 3 – Final Design / Bid Documents
- Part 4 – Bid Support

1) Survey

The Awardee shall perform a topographic survey complying with, but not limited to, the following requirements:

- a) Establish a retrievable centerline of Right-Of-Way, marked in the field at 50 foot intervals.
- b) Establish bench marks for the entire length of the Project, maximum spacing 600 feet utilizing Nassau County datum. A written description of each bench mark shall also be provided.
- c) Provide cross-sections every 50 feet on Main Street as well 25 feet into each of the intersecting streets.
- d) Include the following in the cross-sections (minimum):
 - centerline
 - 1/4 points
 - edge of pavement
 - bottom and top of curb
 - front and back of sidewalk

- approximate property line
 - additional elevations will be taken on all manhole covers and drainage basins
- e) The location of all planimetric information shall be obtained including, but not limited to the following:
- edge of pavement
 - mail boxes
 - underground utilities including poles and valves
 - curbing
 - sidewalks
 - fences
 - driveways
 - trees
 - shrubs
 - drainage structures
 - sewer structures
 - signs
 - manholes
- f) Base map plans will be prepared at a horizontal scale of 1" = 20' suitable for design purposes.
- g) A copy of all maps and/or original survey notes shall be provided to the Town. Additionally, surveys and maps shall be furnished to the Town in digital format.

2) Preliminary Design Document

- a) The Awardee shall review existing planning and visioning documents and prepare a design portfolio of improvements including but not limited to street furniture, landscaping, lighting, crosswalks and curb extensions.
- b) The Awardee shall prepare schematic drawings indicating the type and location of the proposed improvements
- c) The Awardee shall attend at least one informational meeting with Town officials and local stakeholders citizens, at which the Awardee shall provide visual aids and present a technical discussion of the Preliminary Design Schematic Drawings

3) Final Design

- a) The Awardee shall incorporate comments from the stakeholder meeting and the Town into revised plans showing the location of all recommended streetscape improvements.
- b) The Awardee shall use the approved Final Design Documents to prepare bid documents to let the project for bid in accordance with all local procurement provisions.

4) Bid Support

- a) Provide digital copies of all bid documents to the Town. (letting the Project for bid, along with advertising, shall be the responsibility of the Town.)
- b) Attend a pre-bid meeting with potential contractors. Provide minutes to Town staff.
- c) Answer questions related to the design documents.
- d) Prepare any addenda documents that may be needed.
- e) Review bid proposals and assist in the determination of the lowest responsive and responsible bidder that complies with all of the conditions of the Request for Bids.
- f) Attend a post-bid meeting, if necessary, to discuss alternate work items. Provide minutes to Town staff.

B. STANDARD PRACTICES

In performing the services required under the Contract, the Awardee shall follow and adhere to the following standard Town practices insofar as they are applicable to the work to be performed.

- 1) An Architect, Landscape Architect or Professional Engineer (as appropriate) duly licensed and registered in the State of New York, and experienced in the type of work to be performed for the Town shall be in charge of all work.
- 2) A list of all professional personnel to be employed in the work shall be submitted to the Town for approval. If requested, the experience of such persons shall also be submitted. The Town reserves the right to deny approval of any such person, or to require their subsequent replacement with an individual of equal or superior capabilities without giving any reason for such action by the Town.

- 3) Any reports prepared under the Contract shall be of 8 ½"x 11" format with the 11" dimension being the vertical size. Cover and binding shall be as agreed upon by the Town. Oversize exhibits (if required) shall be foldouts or shall be contained within a "pocket" bound into the report. Digital copies of all materials shall be furnished to the Town of all deliverables and become the property of the Town.
- 4) Any specifications prepared under the Contract shall:
 - a) be within an 8 ½"x 11" format;
 - b) include the Town's General Conditions clauses (a current copy of which will be provided by the Town) which may be supplemented or modified upon approval by the Town of such supplements or modifications;
 - c) when printed, be color-coded per the standard Town practices; and
 - d) have a cover, the content and format of which shall conform to current Town practices.
- 5) The word "plans" shall be synonymous with the word "drawings". Any plans prepared under the Contract shall:
 - a) have a title sheet conforming to current Town practice;
 - b) be signed and sealed by the licensed professional on the title sheet;
 - c) be in ink on mylar, or be an accurate photographic mylar reproduction of any work originally done in pencil; and
 - d) be of the following size:
 - (i) 8 ½"x 11", or foldout multiples thereof, if to be bound into the specification book, subject to the approval by the Town;
 - (ii) 22"x 36" for highway, drainage and similar type projects;
 - (iii) a minimum of 22"x 36" to a maximum of 36"x 48" for buildings, parks and similar type projects; and
 - (iv) for mapping work, shall be on sheets of an appropriate length with a maximum width of 42 inches.
- 6) The Awardee shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Awardee under this Contract. The Awardee shall, without undue delays and without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other services.
- 7) All drawings and specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from Town, County, State, Federal or other governmental

departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the Awardee in the name of the Town.

- 8) The Awardee will acknowledge that it is familiar with the provisions of law dealing with municipal corporations, particularly those relating to the construction of projects within the authorized amounts. Therefore, said Awardee will agree to design the Project and arrive at its estimated final probable construction cost in such a manner as to allow the Town to build the Project at an amount which will not exceed the authorized amount.

In the event that the bid amounts for the construction of the Project should exceed the Awardee's estimated final probable construction cost, the Town reserves the right to either cancel the agreement or any portion thereof, or instruct the Awardee to redesign the plans so that the construction cost can come within the authorized amount. Any required redesign to bring the Project cost to within the authorized amount shall be done by the Awardee at no additional cost to the Town.

- 9) The Awardee shall design and assume responsibility for the sufficiency and adequacy of the design, plans and specifications and shall represent, in writing, to the Town that the design, plans and specifications will accomplish the purpose intended by the Town, to the Awardee's best professional knowledge and belief.

In the event, however, that the Awardee has, because of the existing state of knowledge within the profession, any reservations with regard to any aspect of the design of the Project, it shall submit for review by the Town its reservations, enumerating with specificity, in writing, the reservations and the reasons therefore. Upon review of said reservations, the Town may, at its option, either accept the reservations or require the Awardee to redesign the Project without additional cost to the Town.

If, in the opinion of the Awardee, any additions or changes of plans recommended or directed by the Town will increase the cost of the work beyond the estimated probable construction cost, the Awardee shall not incorporate said changes in its design unless specifically authorized and directed to do so by the Town. The Awardee shall advise the Town in writing of all costs due to the additions and changes as well as a detailed breakdown of same, prior to the authorization.

- 10) The Town will provide the Awardee, within a reasonable period of time after being requested, with complete information concerning the requirements of the Project.
- 11) The Town will provide legal access, including the negotiation of access agreements and easement agreements, so that the Awardee to enter upon

public and private lands as required for the Awardee to perform such work and inspection in the development of the Project.

- 12) The Town will give thorough consideration to all the Awardee's requests and proposals and shall inform the Awardee of all decisions within a reasonable time.
- 13) The Town will hold all required public hearings and serve all required legal notices.
- 14) The Town will furnish the Awardee with a copy of the design and construction standards, if any, and the Awardee agrees to consider and incorporate same in its design. However, if the Awardee, in its professional judgment deems an alternate design to be more desirable, then the same may be incorporated in the Awardee's design, provided it obtains the prior written approval of the Town.
- 15) The foregoing practices may be supplemented or modified, in writing, by the Town.
- 16) Notwithstanding any of these provisions, the Awardee shall, in all cases, conform to any special requirements of other governmental agencies where such conformity is a required condition for funding, grant approval, or submission/approval of applications and the like. Copies of all correspondence received and sent by the Awardee relative to this work shall be provided to the Town.
- 17) The Awardee shall prepare for and attend all meetings as directed by the Town's project Manager. The Awardee will be responsible for the preparation of all meeting minutes and the minutes shall be submitted to the Town within one (1) week of the meeting date.
- 18) The Awardee, on a monthly basis, shall prepare a letter reporting on its monthly activities, progress and any unresolved problems that are impeding the performance of the Project.

C. NON-RELATED SERVICES

In addition to any services performed by the Awardee in relation to the above Project, the Town may also utilize the services of the Awardee on work not specifically classified herein. The nature and scope of such special services shall be described in a letter from the Town to the Awardee, directing them to proceed with any work as may be authorized by the Town.

Any and all testing work required under the agreement shall be subject to the approval of the Town prior to undertaking any such testing program. The Town will determine if it is in its best interests to use the facilities of private testing laboratories or those of public agencies such the Nassau County Department of Public Works, or any other such agency.

The Awardee shall review testing results (where applicable) and shall state, in writing, that they are acceptable or unacceptable. If private testing laboratories are used, the Awardee shall process the claims for payment and shall submit its certification that the amount of the claim is reasonable and proper.

D. CHANGE ORDERS

In any instance involving the Awardee's change orders, the Awardee is required to obtain written authorization from the Town as to the details and cost of the proposed change order prior to authorizing the work to proceed under the change order. In those instances, when the Awardee must issue a change order on an emergency basis, the Awardee shall contact the Town as soon as reasonably practical to obtain the Town's authorization to proceed with the work required by the change order. The authorization shall be confirmed in writing.

E. CONSULTANT LIABILITY

The Awardee shall be responsible for all damage to life and property due to activities of the Awardee, its sub-contractors, agents or employees, in connection with its services under the Contract. The Awardee specifically agrees that its sub-contractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the Awardee shall indemnify, defend and save harmless the Town from claims suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the Awardee under the agreement with the Town, and such indemnity shall not be limited by reason of enumeration of any insurance coverage provided. Negligent performance of service, within the meaning of this provision, shall include, in addition to negligence founded upon tort, negligence based upon the Awardee's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Nothing in this provision or in the contractual agreement shall create or give to third parties any claim or right of action against the Awardee or the

Town beyond such as may legally exist irrespective of this provision in the signed Contract.

F. INSURANCE

The Awardee agrees to procure and maintain the following insurance coverage in the amounts specified during the course of the contractual agreement with the Town:

- 1) Commercial General Liability insurance covering the liability of the Awardee including Contractual insurance defending, 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 agreement with a combined limit (bodily injury/property damage) of \$2,000,000.00.
- 2) Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.
- 3) 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).
- 4) 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).
- 5) Valuable papers insurance in the minimum amount of \$100,000.00.

At the time of execution of the Contract, the Awardee shall furnish the Town with certificates of insurance evidencing the required coverage. All certificates of insurance shall provide that the policies shall not be changed or cancelled unless thirty (30) days prior written notice is given to the Town. Additionally, the commercial general liability coverage shall name the Town of North Hempstead, and its agents, employees, and representatives, as additional insureds.

G. EXTRA WORK

If the Awardee is of the opinion that any work that it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall promptly notify the Town of that fact, in writing. The Town shall be

the sole judge as to whether or not such work is beyond the scope of the Contract and constitutes extra work. In the event the Town determines that the work constitutes "extra work," it shall provide extra compensation to the Awardee upon a fair and equitable basis.

The Awardee shall not commence any extra work until authorized to do so in writing by the Town.

H. SURRENDER OF DOCUMENTS

Upon termination of completion of the Contract, the Awardee shall surrender, within fifteen (15) days to the Town, all data, reports, maps, surveys, CADD files, material specifications, contracts, budgets, salary schedules, time records, plans, tracings, sketches, charts, photographs, and exhibits prepared, developed or kept in connection with or as a part of the Project. This would not pertain to any records or documents pertaining to the operation of the Awardee's business. The Awardee may retain in its possession copies of those records or documents which it considers necessary for proof of performance.

I. INDEPENDENT CONTRACTOR

The Awardee, in accordance with its status as an independent contractor, shall covenant and agree that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be an officer or employee of the Town by reason hereof, and that it will not by reason thereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, Workers' Compensation coverage, Disability benefits coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

The Awardee shall not engage, on a full-time or part-time or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the State Department of Transportation, the Town, or any other agency or organization of the State or any other municipality except regularly retired employees, without the consent of the public employer of such person.

J. ERRORS OR OMISSIONS IN PLANS

The Awardee agrees that in the event that errors or omissions are found in the plans after any construction contract(s) has been awarded, and these errors or omissions are errors or omissions of negligence on the part of the Awardee and the rectification of these errors or omissions results in increased costs, whether design, construction or other, the Awardee shall be liable for all additional costs incurred (above and beyond what normally would have been the original cost to the Town) as a result of any error or omission of the Awardee, the Awardee's agents or employees.

K. WRITTEN PROPOSAL SUBMISSION ELEMENTS

Satisfactory Proposals shall be comprised of the following:

- 1) Narrative Response: The Narrative Response shall be included in the Proposal document near the beginning, and be comprised of:
 - a) Service Summary/Cover Letter: This should provide a description of the key points of your Statement, specifically addressing why your firm is qualified to provide services to complete this project. **THE EMAIL ADDRESS, TELEPHONE NUMBER, AND FACSIMILE NUMBER** of your Proposal's contact person(s) must be included in your cover letter.
 - b) Qualifications: Provide background information on your firm, including but not limited to:
 - i) business overview
 - ii) age of the business
 - iii) names, addresses and position of all persons having a financial interest in the company
 - iv) state of formation (as applicable)
 - v) number of employees
 - vi) annual revenue of the Proposer
 - vii) summary of relevant accomplishments, particularly those involving services similar to those required for the Project.

- viii) any other information that will permit the Town to determine capability of Proposer to meet all contractual requirements.
- ix) Identify:
 - (1) Has your firm has ever been cited by any authority for unscrupulous practice? If yes, provide details.
 - (2) Does your firm have any past or present suits with any current or former customers? If yes, provide details.
- c) If available, a copy of the most recent Dun and Bradstreet Financial Report (complete full report) on your firm, as well as any updates subsequent to the date of the complete report.
- d) If available, two (2) years most recent annual financial statements and all quarterly reports of financial statements since the last available annual financial statement, in form and content satisfactory to the Town.
- e) Resumes and Organizational Chart: Please provide resumes of the individuals who would comprise your operational team and the principal-in-charge. Describe only the people who would actually work on the Town's account. Specify the role each would play, as well as what backup coverage would be available in time of conflicting engagements. Illustrate the relationship(s) of the individuals and firms to each other that would comprise your operational team and principal-in-charge on an organizational chart. Include a list of any sub-contractors who may be used to perform the Scope of Services.
- f) A copy of the professional license(s) issued by the State Department of Education with respect to performing architectural, landscape architectural and/or engineering services, and proof of licensure to do business in the State.
- g) Fees/Costs: Provide information pertaining to fees or costs, including the fully burdened billable hourly rates charged for the services of employees of the firm. In addition to being organized pursuant to an employee roster, fees and costs should be listed for out-of-pocket expenses. Provide a proposed cost to deliver the Scope of Services required for the Project.

- h) Additional information that you believe pertinent to the Town's requirements. (Please include your company/team internet links to websites.)
- 2) References: Names, titles, addresses and phone numbers of key contacts for five (5) customers, particularly those for whom the Proposer has undertaken projects similar to the Project.
- 3) Identify all adverse determinations against your firm, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.
- 4) Has your firm, or any of its employees present or past, or anyone acting on its behalf, ever been convicted of any crime or offense arising directly or indirectly from the conduct of your firm's business, or has any of your firm's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business or financial misconduct or fraud? If so, please describe any such convictions and surrounding circumstances in detail.
- 5) A description of any action, suit, proceeding or investigation pending or threatened against your firm including, without limitation, any proceeding known to be contemplated by government authorities or private parties.
- 6) Has your firm, 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 firm's business which is still pending, or has any of your firm'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, please describe any such indictments or charges and surrounding circumstances in detail.
- 7) Has your firm, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your firm has not actively participated in the production thereof; or been investigated by the New York Department of State for such activity? If so, please describe any such circumstances in detail.
- 8) Conflicts of Interest:
 - a) Please disclose:
 - i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or

the appearance of a conflict of interest in contracting with or representing the Town or the District.

- ii) Any family relationship that any employee of your firm has with a member, employee, or official of the Town or the District that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town or the District.
 - iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town or the District.
- b) Please describe any procedures your firm has, or would adopt, to assure the Town and the District that a conflict of interest would not exist for your firm in the future.
- 9) Subconsultants: All subconsultants that are known to be part of the Prime's Proposal Team must supply all information required in this subsection (III.B.1-8) as part of the Proposal's Written Submission Elements. All subconsultants introduced to the project under the Prime after contracted by the Town must also supply same as above.

IV. ADDITIONAL CONDITIONS AND INFORMATION

- 1) All materials submitted in response to this RFP will become the property of the Town.
- 2) The Town reserves the right to conduct discussions with, and to request additional information from, one or more respondents. No respondent shall have any rights against the Town as a result of such discussions.
- 3) The Town reserves the right to negotiate separately with any source whatsoever.
- 4) The Town reserves the right to waive any irregularity in any Proposal received or any other aspect of this procurement.
- 5) Proposers are advised that with respect to this RFP, no contact with the Town personnel in any way related to this solicitation is permitted, except as shall be authorized by the employee designated herein as the Town's contact person as identified in Part II (E) hereof.

- 6) Each Proposal will be prepared solely at the cost and expense of the Proposer with the express understanding that there will be no claim whatsoever for reimbursement from the Town.
- 7) Submission of a Proposal shall constitute an offer on the part of the successful Proposer to become the Awardee, and to enter into a contract to undertake or complete the Project.
- 8) News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the Town.
- 9) The Town and its respective officials and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Town does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Webpage on which this RFP is posted, or in connection with any other electronic medium utilized by Proposers or potential Proposers in connection with or otherwise related to the RFP.
- 10) Proposals submitted to the Town may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the State Public Officers Law ("FOIL"). A Proposer submitting a Proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such Proposer's competitive position. This characterization shall not be determinative, but will be considered by the Town when evaluating the applicability of any exemptions in response to a FOIL request.

EXHIBIT 'A'

NON-COLLUSIVE PROPOSAL SUBMISSION CERTIFICATION

To be included in Proposal

By submission of this proposal, each proposer and each person signing on behalf of any proposal 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 his or her 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, the undersigned, attest under penalty of perjury that I am an authorized representative of the Proposer and that the foregoing statements are true and accurate.

Name of Proposer:

Signature of Authorized Representative

Title _____

Date _____