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*Receiver of Taxes*  
CHARLES BERMAN

**TOWN OF NORTH HEMPSTEAD  
DEPARTMENT OF PUBLIC WORKS**

**285 DENTON AVENUE  
NEW HYDE PARK, NY 11040  
(516) 739-6710  
FAX (516) 739-6717**



*Commissioner*  
PAUL J. DiMARIA, P.E.

*Deputy Commissioner*  
ROBERT A. FAZIO

September 20, 2016

Re: Request for Proposals  
Rehabilitation of Parking Lot 4  
Port Washington, NY  
DPW Project No. 16-09

To Whom It May Concern:

**I. Introduction**

The Town of North Hempstead is a municipal corporation under the General Municipal Law of the State of New York and the Town Law of the State of New York serving a jurisdiction of approximately 220,000 residents, located in northwestern Nassau County.

The Department of Public Works is interested in hiring a consultant to provide architectural and engineering services related to the design and construction of the rehabilitation of Parking Lot 4, located at the intersection of Maple Street and Maryland Avenue in Port Washington.

Services to be performed as a result of this RFP shall include but not be limited to site survey, permitting (identify any required permits in the proposal), design services including preparation of plans and specifications as will be required for bidding purposes, and assistance to the Town during the bid phase.

**II. Procedures**

**A. Submission Period**

Respondents must submit their proposals on or before 3:30 pm on Friday, October 21, 2016.

**B. Preparation of Proposal**

Each proposal shall be prepared concisely, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. For ease of review, the Proposal must follow the outline in Section III of this RFP, entitled "Requirements." Each proposal should fulfill the stipulations outlined, be clearly numbered

and completely answer all questions listed.

C. Number of Copies of Proposal

Three (3) hard copies are to be mailed or hand delivered to the attention of Paul DiMaria, P.E., Commissioner, Town of North Hempstead Department of Public Works, 285 Denton Avenue, New Hyde Park, NY 11040. In addition, the Proposer must also submit a pdf of the proposal via CD or flash drive.

D. Inquiries and Submission of Proposal

Questions about the RFP and the submission of Proposals shall be directed in writing to:

Donna Plante, Civil Engineer  
Department of Public Works  
285 Denton Avenue  
New Hyde Park, NY 11040  
516-739-6710  
[planted@northhempsteadny.gov](mailto:planted@northhempsteadny.gov)

All proposals must be received at the above address before the Submission Deadline, either by hand delivery, courier or by certified mail in a sealed envelope, to the above office. The Town is under no obligation to return proposals. All contact with the authorized contact person shall be made by fax or email. No contact with any Town personnel other than the authorized contact person is allowed until such time as an award has been made. Violation of this provision may be grounds for immediate disqualification. Selected Proposers may be contacted by the Town's authorized contact person with questions aimed at clarifying their submission.

E. Longevity of Proposals

A proposal may be withdrawn at any time prior to the date specified as the Submission Deadline. However, no proposer may withdraw or cancel a Proposal for a period of one hundred and eighty (180) days following the Submission Deadline, nor shall the successful proposer withdraw or cancel or modify the proposal after having been notified that the Proposal has been accepted by the Town, except at the request of the Town, or with the Town's written consent.

F. 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
- Reasonableness of fees and cost
- Expertise and technical approach of the Proposal, explaining the degree to which the respondent's interpretation of the work meets the needs and goals of the Town

- Quality of overall organizational strength of respondent's project team
- References, reputation and strength of current team financials
- Quality of the proposal – Adherence to Section III – Requirements to include conciseness, clarity and readability

Note that an interview with the Town may be required

#### G. Right of Rejection by the Town

Notwithstanding any other provisions of this RFP, the Town reserves the right to select the respondent that best meets the requirements of the RFP, and not necessarily 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 in 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.

#### H. Notice of Award

The Town shall inform the Awardee that they have been selected by means of a Notice of Award issued by the Town. Neither the selection of a respondent 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 agreement must be set forth in definitive documentation negotiated between and signed by the Awardee and the Town.

#### I. Contract Negotiations

The Town intends to enter into contract negotiations with the firm or firms selected, who shall be required to enter into a written contract or contracts (hereinafter the Contract) with the Town in a form satisfactory to the Town Board.

The Town reserves the right to negotiate the terms and conditions of the Contract with the selected Proposer 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.

### **III. Requirements**

#### A. Scope of Services

The Department of Public Works is interested in hiring a consultant to provide engineering services related to the design and permitting of the project as required. The exact scope of services required by the Town shall be set forth in the contractual agreement between the Town and the Awardee. The Scope of Services shall include, but is not limited to the

following tasks:

1. Evaluate existing conditions and perform site survey.
2. Obtain soil samples for testing and analysis as may be required.
3. Prepare and file all necessary regulatory agency permits, identify in proposal.
4. Prepare preliminary plans for Town to review.
5. Provide a schedule for the work and permitting process and cost estimates to complete.
6. Attend up to six (6) meetings with DPW and Town representatives to discuss project design requirements.
7. Prepare final design documents including construction plans and specifications in format suitable for bidding, following standard Town format.
8. Conduct pre-bid activities up to contract award, respond to contractor questions and prepare any addenda necessary, review and evaluate of bid proposals.
9. Identify additional tasks as necessary to fulfill project requirements.

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 license 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 inch 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 and become 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.
  
5. The word "plans" shall be synonymous with the work "drawings". Any plans prepared under the Contract shall:
  - a. have a title sheet conforming to the current Town practice
  - b. be signed and sealed by the licensed professional on the title sheet
  - c. be of the following size:
    - i. 8 ½" x 11" of foldout multiples thereof, if to be bound into the specification book, subject to the approval by the Town;
    - ii. 22" x 36" for all 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 of projects;
    - 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 and approvals from the 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 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 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.

9. The Town will provide legal access, including the negotiation of access agreements and easement agreements, so that the Awardee may enter upon public and private lands as required for the Awardee to perform such work and inspection in the development of the Project.
10. 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.
11. The Town will hold all required public hearings and serve all required legal notices.
12. The foregoing practices may be supplemented or modified, in writing, by the Town.
13. Notwithstanding any of these provisions, the Awardee shall, in all cases, conform to any special requirement 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.
14. 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.
15. 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 service of the Awardee on work not specifically

classified herein. The nature and scope of such 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 interest to use the facilities of private testing laboratories. The Awardee shall review the testing results and shall state, in writing, that they are acceptable or unacceptable.

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.

E. Consultant Liability

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

any claim or right of action against the firm or the Town beyond those provided by law. In addition, the selected firm will be required to procure and maintain during the term of any such agreement, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:

1. Commercial General Liability insurance covering the liability of the firm, and indemnifying and holding harmless the Town; its agents, employees and representatives from any and all loss and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000.00). The Town shall be named as additional insured on said policy.
2. Professional Errors and Omissions insurance in the minimum of One Million Dollars (\$1,000,000.00). The Town shall be named additional insured in such policy.
3. Automobile Liability combined single limit of One Million Dollars (\$1,000,000.00). The Town shall be named additional insured in such policy.
4. Excess Liability in the form of umbrella form of Four Million Dollars (\$4,000,000.00). The Town shall be named additional insured in such policy.
5. Worker's 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).
6. 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).
7. Valuable papers insurance in the minimum 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 properly 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 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 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 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. 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 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:
  - a. business overview
  - b. age of the business
  - c. names, addresses and positions of all persons having a financial interest in the company
  - d. state of formation (as applicable)
  - e. number of employees
  - f. annual revenue of the respondent
  - g. summary of relevant accomplishments, particularly those involving services similar to those required for the Project
  - h. any other information that will permit the Town to determine the capability of respondent to meet all contractual requirements
  - i. identify:
    - i. Has your firm ever been cited by any authority for unscrupulous practice? If yes, provide details.
    - ii. 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 with each other and with other firms 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 "not-to-exceed" cost to deliver the Scope of Services required for the Project. The fee shall be based on hours billed by only technical personnel. All administrative and clerical costs shall be included in your billing rate or multiplier. The proposal must contain a task by task cost summary with estimated hours of effort.
  - h. Schedule: provide a schedule for the completion of the project, with detail regarding the length of time which will be required to complete the tasks related to the design phase and a projection of the duration of the construction period.
  - i. Additional information that you believe is pertinent to the Town's requirements. Please include your company or team internet links to web sites.
2. References: Names, titles, addresses and phone numbers of key contacts for five (5) customers, particularly include those for whom the Proposer has undertaken projects similar to this Project.
  3. Identify all adverse determinations against your firm, or its employees or persons acting on its behalf, ever been convicted of a crime of 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.
  4. Has your firm, or any of its employees present or past, or anyone acting on its behalf, ever been convicted of a crime of 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 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 any 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 form employed has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
    - ii. Any family relationship that any employee of your firm has with a member, employee, or official of the Town that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
    - 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.
  - b. Please describe any procedures your firm has, or would adopt, to assure the Town that a conflict of interest would not exist for your firm in the future.
9. Sub-consultants: All sub-consultants that are known to be part of the Prime's Proposal Team must supply all information required in this submission as part of the Proposal's Written Submission Elements. All sub-consultants introduced to the project under the Prime after contracted by the Town must also supply the same as above and are subject to approval by the Town.
10. The Non-Collusive Proposal Submission Certification signed by a duly authorized representative of the Proposer, attached hereto and made a part

hereof.

#### **IV. Additional Conditions and Information**

1. All materials submitted in response to this RFP will become 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 evaluation the applicability of any exemption in response to a FOIL request.

NON-COLLUSIVE PROPOSAL SUBMISSION CERTIFICATE

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 correct.

Name of proposer: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_