



RFP # _____

REQUEST FOR PROPOSALS

TO COMPLETE DESIGN AND ENGINEERING FOR THE BREAKNECK CONNECTOR SEGMENT OF THE HUDSON HIGHLANDS FJORD TRAIL

RFP ISSUED: ___

SUBMISSION DEADLINE

add

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SECTION I: PROJECT BACKGROUND

1.0 OVERVIEW

The Town of Fishkill, in concert with its project partners, is working to advance an envisioned 7-mile trail connecting Cold Spring and Beacon in the Hudson Highlands region of the Hudson River Valley. This trail, known as the Hudson Highlands Fjord Trail, has a recently completed master plan identifying the preferred route. Funding has been secured to implement the first segment of the larger trail, the “Breakneck Connector” which will connect the Metro North Railroad Breakneck Whistle Stop platform with the Breakneck Ridge Trailhead in Hudson Highlands State Park Preserve.

The Town and its partners now seek an interdisciplinary Consultant or team of Consultants to provide design and engineering services for this section of trail.

The Breakneck Connector project includes four components:

- Construction of a half mile multi-use trail segment between the Metro North Railroad Breakneck Whistle Stop Platform and the Breakneck Ridge Trailhead on the west side of Route 9D in Hudson Highlands State Park
- Safety and accessibility improvements to the Whistle Stop Platform and existing pedestrian bridge over the rail tracks.
- Design and improvements to the Breakneck parking lot to formalize parking spots in what is now a gravel lot.
- Establishment of a new welcome area by the Breakneck parking lot. The current one is relatively informal and located very near the 9D tunnel under Breakneck Ridge which creates certain safety hazards near the mouth of the Route 9D tunnel under Breakneck Ridge.

Responding consultants should have a depth of experience in trail design and engineering with a project portfolio that demonstrates an ability to artfully balance community character and technical feasibility to achieve project outcomes on time and within budget.

1.1 PROJECT BACKGROUND

The idea for the Hudson Highlands Fjord Trail emerged from local sentiment and volunteer action and remains firmly rooted in the communities it will ultimately connect. A broad coalition of state and local partners have come to the table to advance the trail: Hudson Highlands Land Trust, NYS Hudson River Valley Greenway, Open Space Institute, Scenic Hudson, Town of Philipstown, Town of Fishkill, Village of Cold Spring, City of Beacon, Friends of Fahnestock & Hudson Highlands State Park, NY-NJ Trail Conference, Little Stony Point Citizens Association, NYS Office of Parks, Recreation and Historic Preservation, NYS Department of Transportation and Metro-North Railroad. This group has worked for over eight years to take the trail from an idea to an implementable project.

A first step in this direction was the creation of the Hudson Highlands Fjord Trail Master Plan. The plan, which began in the winter of 2014 and was completed in the spring of 2015, successfully identifies the goals and a recommended preferred alignment for the trail. This plan may be downloaded and viewed at the project website: <http://www.hudsonfjordtrail.org/>

1.2 LOCATION AND CONTEXT

The half-mile section of trail will connect the Breakneck Ridge Trailhead with the Metro North Whistle Stop platform. This segment was selected as the first section of trail to construct due to the critical safety concerns related to the high-volume hiker traffic of Breakneck Ridge, ranked one of the most popular hikes in the country by Trails.com. The MNR Whistle Stop platform, by its presence, indicates the popularity of this hike, which affords outstanding views of the river valley and can even offer views of the Manhattan skyline on a clear day. Volunteers at the trailhead in 2014 counted as many as 1,400 hikers per weekend in warmer months.

The four overarching goals for the Hudson Highlands Fjord Trail, as established in the master plan, provide a nice framework for introducing project conditions.

1. Safety

A major driver for the Fjord Trail, and the early selection of this segment for completion, is safety. Currently, hikers arriving and departing by train or parking in the Breakneck lot follow a rough toe-path next to the guard rail along Route 9D, where traffic speeds are 55 mph with limited shoulder width. Due to the low single-file capacity of this path, hikers often spill into the roadway creating user conflicts with both auto and bike traffic on Route 9D. This is further complicated by informal parking on either side of Route 9D as the demand for parking regularly exceeds the parking capacity provided at the lot. A time-lapse video of these dynamics is available at: <http://www.hudsonfjordtrail.org/video/>

2. Recreation

Once complete, the Hudson Highlands Fjord Trail will improve access to recreation opportunities in Hudson Highlands State Park. This includes access to four trailheads along Route 9D (north to south): Wilkinson, Breakneck, Brook, and Cornish, as well as Little Stony Point, which has its own trails and beach area. The first two of these trailheads are within the Breakneck Connector project area. In addition to hikers, the full Hudson Highlands Fjord Trail will enhance road cycling safety and create a designated multi-use path for runners, walkers, and recreational cyclists. The goal is to create a trail that is accessible and usable for recreation for all ages and abilities.

3. Highlight and Retain Natural Beauty

The Hudson Highlands region is noted and beloved for its natural beauty, which includes dramatic mountain topography, the river, and expansive wild lands with Hudson Highlands and Fahnestock State Parks on the eastern shore of the river and Storm King State Park and West Point on the opposite shore. In constructing a trail through this landscape, specific care needs to be taken to ensure it is in keeping with the character and beauty of the area to the degree feasible. The results of a community survey on the trail which asked a specific question on character will be made available to the selected consultant. As the first major trail implementation project towards the Hudson Highlands Fjord Trail vision, it is expected that the design will balance local aesthetic values, environmental considerations, and universal design as this segment will set the tone for future trail segment construction.

4. Construction Feasibility

The project site is in a fairly constrained section of land between Route 9D and Metro North train tracks. There are some sections of rocky ledge and steep terrain challenges, including runoff, to contend with in the design. The state grant awards for this project were approximately half of the requested amount; however considerable private match funds have successfully closed much of this gap. Design ideas and cost estimates will need to be sensitive to the budget and provide a range of design options and/or phasing recommendations for the trail construction for the steering committee and community to consider.

1.3 PROJECT STAKEHOLDERS

Property Ownership and Jurisdiction

There are four property owners in the project area: Consolidated Rail Corporation, who leases the land on a long-term lease basis to the Metro Transit Authority/Metro North Railroad; NYS Office of Parks, Recreation and Historic Preservation (Hudson Highlands State Park); State DOT right-of-way along Route 9D; and the New York City Department of Environmental Protection (DEP). All of the land is within the Town of Fishkill in Dutchess County, New York.

Contract Execution and Project Management

The Town of Fishkill is the recipient of the grant monies for the project through the CFA14 process and, as such, is the client for this effort. The Town of Fishkill will oversee overall completion of contracted work in accordance applicable state regulations, including procurement, invoicing and payments. However, staffing and project management assistance will be provided to the Town by Scenic Hudson to facilitate the successful execution of the project.

Steering Committee

As this is one component of a larger ongoing project, a subcommittee (Breakneck Connector Project Advisory Committee) has already been established from the Hudson Highlands Fjord Trail Steering Committee to guide this effort. This committee, while subject to expansion, currently includes:

- Hudson Highlands Land Trust
- Scenic Hudson
- Town of Philipstown
- Friends of Fahnestock & Hudson Highlands State Park
- NY-NJ Trail Conference
- NYS Office of Parks, Recreation and Historic Preservation
- NYS Department of Transportation
- Metro-North Railroad

SECTION II: PROPOSAL CONTENT

2.0 COVER LETTER

Proposals must contain a cover letter that clearly identifies the applicant(s) and is signed by a person within the firm with authority to commit the firm to undertake the work contained in the proposal.

2.1 PROPOSER INFORMATION

Describe your firm, relevant project experience and overall approach to the project. This section should include project profiles of at least three comparable projects competed in the past three (3) years with name and contact information for client references.

2.2 SCOPE OF SERVICES

The Town of Fishkill and its partners are looking to engage a qualified consultant or team of consultants to provide design and engineering services to complete the scope of work for the Breakneck Connector as follows:

Note: TBD if we add **Survey** to this scope list or do a simple contract for professional services to get it done earlier while this procurement is happening. We can discuss.

1. Public Outreach

- **Project Advisory Committee:** The Town and its project partners have established a subcommittee (Breakneck Connector Project Advisory Committee) to oversee all aspects of the project in cooperation with the full Steering Committee and the Consultant. The Consultant may review the committee and recommend additions in concert with the Steering Committee. It is expected that this group will meet throughout the design process to guide the project. The consultant will specify a schedule of meetings related to the proposed work program.
- **Engagement of the General Public:** The consultant shall convey in their response their recommended types of public engagement and timing for each within the context of work to achieve a successful project completion. Success in this project will be measured by positive sentiment and excitement for the project and design by the Steering Committee, impacted agencies and jurisdictions, and general public as well as meeting the technical and financial expectations of the design.

2. Site Assessment

The Consultant should begin by gaining a firm understanding of the entire Hudson Highlands Fjord Trail as this project is one of seven basic sections of a larger trail. The design recommendations for this project need to present a design and materials profile that will meet the needs of future segments. Those segments include a proposed shoreline trail as well as a long section of trail through the woods. Consistency of design despite changes in context should be addressed. Conduct a thorough site assessment of the project area, including an evaluation of slope to develop a best approach to meeting ADA grade requirements. Provide findings in a brief report and presentation to the committee. The report should describe specific factors that will impact design (if any) and include recommendations design solutions for working around those factors.

3. Schematic Design and Preferred Design Selection

The Consultant shall prepare a minimum of three (3) alternative schematic designs for review and consideration. The consultant should recommend a process through which these three designs will be developed and refined to arrive at a single preferred design.

Once a preferred design is determined:

- **Construction Requirement Analysis:** The Consultant shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative, including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners for review. A pre-permitting meeting with identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to the Town and Steering Committee approval of the construction requirement analysis and the pre-permitting meeting, if necessary.
- **Design Cost Estimate:** The Consultant shall prepare a cost estimate for the selected design and discuss how the cost relates to the available budget, including preliminary recommendations for cost savings or phasing that can meaningfully allow the project to go forward with the existing funds, while additional money is secured to advance future phases.

4. Design Development

Based on the approved Schematic Design Documents, the Consultant shall prepare Design Development Documents consisting of drawings and other documents clearly establishing the scope, size and character of the entire Project as to architectural and structural systems/materials and such other elements as may be appropriate. The drawings shall be in Auto CAD, but also will be provided in PDF format.

At 50% and 100% DD and at 90% CD, provide information to the Town for its cost estimate for the project. The Consultant shall submit information to the Town at these phases to assure that the proposed work is still within the available budget.

5. Environmental Quality Review

The Consultant, in collaboration with the Town, shall prepare all documents necessary to comply with NEPA and SEQRA through determination of significance.

6. Construction Documents

Based on the approved Design Development Documents and any further adjustments in the scope or quality (material standards) of the Project or in the Project budget authorized by the Town and Steering Committee, the Consultant shall prepare, for approval by the Town and Steering Committee, construction documents consisting of drawings and specifications, setting forth in detail the requirements for bidding for the construction of the Project. The drawings shall be in AutoCAD, but also will be provided to Scenic Hudson and the Town in PDF format.

- The Consultant shall submit to the Town the information required to prepare an estimate of construction cost based upon ninety percent complete (90%) CDs, to assure that the proposed work are still within the budget. The Consultant shall advise the Steering Committee during the design of any adjustments to previous Statements of Estimated Construction Cost indicated by changes in requirements or general market conditions.
- The Consultant shall submit up to eight (8) sets of ninety percent (90%) complete documents (drawings and specifications) for review in both hard copy and electronic format.
- The Consultant shall attend meetings with local government officials and their representative or their interested parties as requested.
- The Consultant shall provide the one hundred percent complete (100%) documents (drawings and specifications) in both hard copy and electronic format.

7. Permits

After the final design and construction documents have been approved, the Consultant shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications.

Potential permitting and approval agencies include but are not limited to:

- Major property owners, Metro North Railroad/Metro Transit Authority, Office of Parks, Recreation and Historic Preservation, NYS Department of Transportation, and the Department of Environmental Protection;
- Other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority, in order to use or occupy certain State-owned lands or waters overlying those lands; and
- Agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; Dutchess County, boards or departments; and/or building or health officials.

8. Additional Information to Contain in Scope

A. Deliverables by Task

As an early step in the process, the selected Consultant will work with the Town and Steering Committee to agree to format for different deliverables, including the number of copies of printed materials. To assist with this process, Consultants should propose file formats as they detail specific deliverables in their responses to this RFP. Budget estimates should also provide a line item for printing and materials costs associated with the execution of the work program and deliverables.

B. Value-Added Considerations (Optional)

Proposers are encouraged to include in their RFP submissions any relevant services or products that will be provided to the Town which may not be referenced in this RFP, but will, in the opinion of the Consultant, enhance the value of the service to the Town and its project partners.

2.3 STAFFING SCHEDULE AND BIOS

Proposals should include a list of project team members, with bios, that describes the project role of each staff member. This should include a clear identification of the Project Manager and team structure, including sub-consultants, if included. Changes to the staffing schedule will need to be approved by the Town.

2.4 PROJECT BUDGET

The Consultant shall submit a detailed project budget that specifies staff hours by person with individual bill rates and total cost for each task. This should include an itemization of the same for sub-consultant staff and hours, if applicable. If optional additions to the scope are proposed above and beyond the scope of work set forth in this RFP, those items should have an independent cost clearly delineated.

2.5 PROJECT SCHEDULE

It is the objective of the Hudson Highlands Fjord Trail Steering Committee that construction of the design developed through this project be ready for the 2016 construction season. Proposals should include a project schedule by task illustrating a timeline for work with this in mind.

2.6 FORMS AND CERTIFICATIONS

Certificate of Insurance

The Contractor/Subcontractors shall provide a certificate of insurance and endorsement, naming the Town of Fishkill as an Additional Insured, for insurances as listed in Attachment A "Minimum Insurance Requirements," which include (but may not be limited to) General Liability, Automobile Liability, Workers Compensation and Professional Liability (Errors and Omissions). Said insurance will be designed to hold the Town, its officers and/or officials harmless from all claims, demands, suits, actions, recoveries of judgments of every kind and description brought or recovered against the Town, its officers and/or officials by reason of any act of the Contractor's firm or employees during the execution of the work.

Non-Collusive Bidding

Proposers shall be required to complete, and include within their RFP Submission, the Non-Collusive Bidding Certification (Attachment B).

Hold Harmless and Indemnification Clause

The successful Contractor shall indemnify and hold harmless the Town, its' officials, employees, agents and representatives from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any negligent act or omission by the Contractor or his employees, subcontractors or suppliers, or from any claims or amounts arising as a consequence of any violation of any law, bylaw, ordinance, regulation or decree by the Contractor, his employees, his subcontractors or suppliers. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

Acceptance of the services by the Town shall not waive any of the rights of the Town contained in this section nor release or absolve the Contractor from any liability, responsibility or duty contained herein. It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor. This section shall survive the Contract. The Town is prohibited from indemnifying Contractor and/or any other third parties.

Minority and Women-Owned Business Enterprises

The Town of Fishkill actively supports and encourages equal employment opportunities for minority and women owned business enterprises and encourages Consultants and sub-Consultants to utilize MBE/WBE firms when possible. MBE/WBE are encouraged to apply.

Financial and Business Standing

Proposals should a letter signed by the CEO or CFO of the organization which certifies the financial stability of the organization, discloses any publicly available information as to a pending sale or reorganization of the company, and lists any contracts the organization has ever failed to complete or instances of default on a contract. A cover letter from the most recent financial audit should be included as an attachment.

SECTION III: SUBMISSION REQUIREMENTS AND DEADLINES

3.0 SCHEDULE OF PROJECT DATES

ADVERTISEMENT AND RELEASE OF RFP ____
LAST DATE FOR QUESTIONS ON RFP ____
PROPOSALS DUE ____
PROPOSER INTERVIEWS _____ Week of
AWARD OF CONTRACT _____

3.1 PROJECT INQUIRIES (PER TOWN'S USUAL PROCEDURES)

All inquiries must be written and submitted by e-mail and cite the RFP section in question (see form attached). All answers to substantive questions will be provided to all inquirers. Inquiries should be directed to the RFP contact person listed in 3.2, below.

3.2 SUBMISSION OF PROPOSALS

All Applicants shall submit a clearly marked original along with five (5) copies of their proposals to the Town of Fishkill by _____. Proposals should be printed double-sided to conserve paper. One copy of the proposal in digital format (pdf preferred) is also requested. Page limit?

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Proposals received after the scheduled time and date will not be accepted. Facsimile and E-mail proposals will not be accepted.

3.3 CONDITIONS GOVERNING PROPOSALS

1. Only those proposals, which contain complete information and are responsive to the RFP, will be considered.
2. Proprietary or patented information, which may be included in the proposal, must be clearly identified and brought to the Committees attention.
3. The Project Committee reserves the following rights:
 - A. to accept or reject any of all proposals;
 - B. to waive or modify minor irregularities in proposals received;
 - C. to negotiate with proposes, within the proposal requirements, to best serve the interests of the Municipalities;
 - D. to amend specifications after their release, with due notice given to all proposers to modify their proposals to reflect changed specifications;

- E. to consider every offer as firm and not revocable for a period of sixty (60) days unless withdrawn in writing or unless otherwise specified in the solicitation; and
 - F. to award a contract for any or all parts of a proposal and negotiate with the successful company.
- 4. By submitting a proposal, the proposer agrees that it will not make any claim for or have any right to damages because of any lack of information or misinterpretation of the information provided in this RFP.
 - 5. The Project Committee will not utilize any of the materials submitted in the RFP process, including unsuccessful proposals, without permission.

3.4 GENERAL INFORMATION

In preparing a proposal for consideration, responding parties should follow the guidelines within this RFP.

Compliance with Laws

The Consultant shall comply with all the provisions of the Laws in the Town of Fishkill, the County of Dutchess, the State of New York, and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulations, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

Social Security Taxes

The Consultant for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Consultant further promises and agrees to indemnify and hold the Town harmless on account of any tax measured by the wages aforesaid of employees of the Consultant assessed against the Town under authority of said law.

3.5 FREEDOM OF INFORMATION LAW

All RFP submission materials become the property of the Town of Fishkill. The Project Committee is subject to the Freedom of Information Law, which, under the Public Officer's Law Sections 87 and 89, allows for a process for public disclosure of certain records in possession of the City and Town.

Portions of the proposals which contain proprietary information, trade secrets or information which could cause substantial injury to the competitive position of the proposer can be excluded from public access. If there is such information included, and the proposer wishes it to be excluded from access, the proposer must notify the Project Committee in writing along with the specific reasons for the exception.

3.6 LIABILITY

The Project Committee is not liable for any costs incurred by any individual or firm for work performed to prepare its proposal or for any travel and or other expenses incurred in the preparation and/or submission of its proposal. Further, the Project Committee is not liable for any costs incurred prior to approval of the contract.

SECTION IV: EVALUATION AND AWARD PROCESS

4.0 EVALUATION OF TECHNICAL PROPOSALS

Proposals will be evaluated in accordance with applicable Town of Fishkill procurement policies and procedures. Evaluation will be performed to determine the Proposer's understanding of work to be performed, technical approach, and potential for completing the work as specified in the RFP Components, cost reasonableness, the probable cost to the Town, and ranking with competing Proposer's.

Proposals will be evaluated on the following:

1. **Completeness**

Only complete proposals will be considered. Completeness will be determined based on inclusion of all components listed in section II of this RFP. Proposals that do not meet these requirements will be deemed as non-responsive and will not be evaluated.

2. **Relevant Firm Experience**

Proposer(s) must demonstrate skills, similar experience, and availability of specialists and professionals on the Consultant team to contribute to the overall project. The award of this project will be based on the firm's experience, references and similar projects, as well as financial proposal. If sub consultants are being used to complete the work, appropriate information should be provided on their experience and it should be made clear in the staffing plan what components on which the subconsultant will work.

3. **Client References**

Proposers must submit a three to four client references, including the name, title and telephone number of a lead contact and a brief description of the type of work performed for the client.

4. **Project Understanding**

Proposals will be evaluated on their understanding of the project as demonstrated in the scope of work, deliverables and stated approach to the project.

5. **Technical Approach, Scope of Work, and Schedule**

Proposals will be evaluated based on the technical strength of the proposal, including:

- Demonstrated ability to perform the proposed services.
- Technical merit and applicability of the methodologies, analyses and procedures proposed for accomplishing the project
- Demonstrated understanding of the project goals, intent, and context, both social and natural.
- Ability to complete the project within the time frame described in the RFP.

6. **Team Expertise and Organization**

Proposals will be evaluated on the experience and composition of the proposed project team and the degree to which more experienced project staff have meaningful roles in the completion of tasks and deliverables.

7. **Cost Proposal**

Proposals shall include a cost proposal that expresses all costs proposed for the successful completion of the proposed scope of services. This should include a clear delineation of costs by staff person and by task and phase of the project. For further guidance on staffing budget, see sections 2.2 and 2.3 of this RFP. The Town is not required to accept the proposal that includes the lowest fee offer.

4.1 INTERVIEWS

In consultation with project partners, the Town will review all proposals received as a result of the RFP. Based on the reviews of the Consultant proposals, the Town will prepare a list of the top-ranked candidates. The Town will organize and conduct interviews of the top-ranked candidate Consultants. Steering Committee members may also participate in the interview process.

The Committee will require that all key managerial personnel, as well as key personnel working on the project be in attendance at the proposal presentation. The presentations will be made to provide the Committee with an opportunity to obtain an understanding of:

1. The extent of the firm's depth of knowledge of the subject matter of the RFP and the firm's perception of what the Committee requires;
2. Whether the methods and resources that will be used by the firm in performing services to achieve the project goals and objectives are appropriate, and cost effective; and
3. The firm's ability to draw together specialists and professionals with the necessary skills and experience to contribute to the overall project.

4.2 NOTIFICATION OF AWARD

The Town of Fishkill shall retain the right to consider proposals for a period of up to 120 days after the submission deadline; the prices quoted in the proposal shall be firm during the consideration period. Currency and Taxes Prices are to be in U.S. Dollars. The Town of Fishkill is exempt from all sales and use taxes.

Award of contract occurs when a formal contract has been finalized or other evidence of acceptance by the Town is provided to the Proposer. A Recommendation of Award does not constitute award of contract. If a contract is awarded, it shall be awarded to the responsive and responsible Proposer whose offer conforming to the Request for Proposal will be most advantageous to the Town as set forth in the Evaluation Criteria.

The Town will notify the successful proposer by phone, followed by written confirmation. The Town will notify each proposer whose proposal is rejected in writing.

A contract defining terms and conditions of the parties will be drafted by the Town. The contract may incorporate any or all of the RFP and as much of the successful proposers final proposal as may be appropriate. Prior to contract signing, the successful proposer must show evidence of adequate insurance coverage (see Attachment A)

The Town of Fishkill reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the Town to do so. Proposers are advised that the Town of Fishkill has the option of selecting the Consultant without conducting discussions or negotiations. Therefore, Proposers should submit their best proposals initially, since discussions or negotiations may not take place.

ATTACHMENT A

INSURANCE REQUIREMENTS

The Contractor will be required to provide proof of insurance as set forth below:

- A. Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor shall as its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:
- a. **Commercial General Liability Policy**, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property damage which shall not exclude coverage for:
 1. Products/Completed Operations;
 2. Independent Contractors;
 3. Commercial General Liability and Auto Liability
- A per-job site endorsement shall be in force. Self-insured retentions in excess of \$25,000 per occurrence or claim shall be stated on the certificate of insurance or policy endorsement provided as proof of insurance. Owner reserves the right to require proof of financial security on larger self-insured retentions or deductibles.
- b. **Automobile Liability**: hired and non-owned liability coverage along with specific coverage for any owned or leased vehicle used at job site in the amount of \$1,000,000 for Bodily Injury and .or property Damage.
 - c. **Umbrella Liability** with limits of no less than \$5,000,000 per occurrence and in aggregate on a follow-form or better basis over underlying General, Auto Liability, Employer's Liability and, if applicable, Professional Liability.
 - d. **Worker's Compensation and Employers Liability Policy**. New York statutory coverage. A minimum of \$1,000,000 each claim, \$1,000,000 per disease and in aggregate shall be provided for Employers liability coverage. Worker's Comp C-105.2 or CE-200 exemption form is required. SI-12 form is required if self-insured.
 - e. **Disability Insurance**: New York statutory coverage. Provide DB-120.1 form or if exempt, a CE-200 form. DB-155 is required if self-insured.
 - f. **Professional Liability** (if applicable) with limits no less than \$1,000,000.
 - g. **Environmental Impairment Liability**: If the contract requires handling, abating, or transporting or migrating hazardous or toxic substances of any type, including but not limited to fuel oil, with limits not less than \$5,000,000 per occurrence and in aggregate for Bodily Injury, Property damage and Clean Up and Removal.
- B. The Town of Fishkill and its assigns, officers, employees, representatives and agents shall be named as an "Additional Insured" on the General Liability and Auto Liability policies and the Certificates of Insurance shall show this applies to the General Liability and Auto Liability coverage on the certificate. For items a,b,c,f and g above ACORD certificate or equivalent is

required. The certificate of insurance shall provide that ten (10) days written notice prior to cancellation or expiration shall be given to the Town of Fishkill.

- C. Cancellation of insurance or failure to renew insurance, if such occurs prior to the commencement of work or during the performance of work under this contract, shall constitute a material breach of contract if not cured as described in paragraph D below. If Contractor is notified by its insurer that Contractor's general liability policy has been cancelled or will be cancelled any time within the next thirty (30) days for any reason including but not limited to non-payment of premiums, Contractor shall immediately cease all work under this agreement, and shall give the Town of Fishkill same day or next day business day written notice of such cancellation or threatened cancellation by personal delivery of such notice to the Town Clerk. A copy of such written notice shall also be sent to the Town Attorney by personal delivery, email or facsimile transmission. Failure to provide such notice as provided herein shall constitute a material breach of contract and in such event the Town of Fishkill may in its sole discretion withhold any payment otherwise due under contract. The Town of Fishkill reserves the right, as a condition of final payment or any installment payment, to require the Contractor to provide proof that Contractor maintained the required insurance throughout the performance of the work to be performed under this agreement.
- D. Any policy that lapses, expires or is cancelled during the term of the work shall be renewed, and proof of such renewal shall be sent by the Contractor and received by the Town of Fishkill no less than ten (10) days prior to lapse, expiration or cancellation of the original policy.
- E. The Town of Fishkill reserves the right to request copies of actual policies and endorsements to verify coverage.
- F. The term "Contractor" shall mean and include Subcontractors of every tier.
- G. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retention.
- H. Tools and equipment: Contractor is responsible for insuring the value of the Contractor's own tools, equipment and materials brought, stored or operated at the job site. The Town of Fishkill is not responsible if any of these items is lost, stolen or destroyed.
- I. To the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against Town of Fishkill, assigns, officers, employees, representatives and agents.
- J. The cost of furnishing the above insurance shall be borne by the Contractor. There will be no direct payment for this work. Cost will be deemed to have been included in the price bid or proposed for all scheduled items.
- K. Each policy of insurance shall contain clauses to the effect that such insurance (except NYS Disability, Worker's Comp, and professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Town with respect to the Town's interest. Not with standing anything to the contrary, Contractor irrevocably waives all claims against the Town for all losses, damages, claims or expenses

- resulting from risks that are commercially insurable, but Contractor's provision of insurance coverage shall not limit in any way Contractor's liability under this agreement.
- L. Failure to provide insurance, lack of insurance or inadequate limits of insurance does not limit in any way Contractor's obligations to reimburse insured parties.
 - M. Any accident shall be reported to the office of the Town Supervisor as soon as possible and no later than 24 (twenty-four) hours from the time of such accident. A detailed written report must be submitted to the Town of Fishkill as soon as possible and not later than 3 (three) days after the date of such accident.

ATTACHMENT B

NON-COLLUSIVE BIDDING CERTIFICATION

General Municipal Law Sec 103-d

“(a.) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1.) The prices in this bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;
2.) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3.) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

FIRM

Name

Title

DATE _____