

TO: Legal Advertising, Times Herald Record
FROM: Desiree Potvin, Woodbury Town Clerk Acct 500094001
DATE: February 18, 2022

Kindly publish the below in your next available issue and please send me an affidavit of publication.
Thank you.

**REQUEST FOR CONSULTANT PROPOSALS
TOWN OF WOODBURY**

NOTICE IS HEREBY GIVEN that sealed Requests for Proposal will be received at the Office of the Town Clerk, Town of Woodbury, 615 Route 32, Lower Level, Highland Mills, New York, 10930 at 2PM on March 25, 2022, for the following: Professional Engineering Consultant Services; General Counsel Services; Labor Counsel Services.

Beginning February 18, 2022, copies of the Request for Proposal will be available from the Town (i) in hard copy at the Town Clerk's Office (address above) between the hours of 8:30 AM - 3:30 PM, Monday through Friday, (ii) by e-mail request to dpotvin@woodburyny.us (iii) as a download from the Town's Website at www.townofwoodbury.com

The awarding authority for this contract is the Town Board of the Town of Woodbury. The Town Board reserves the right to reject any and all submittals of proposals and abandon the proposal or may reject all submittals and re-advertise at a future date.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF WOODBURY
DESIREE POTVIN, TOWN CLERK

**TOWN OF WOODBURY REQUEST FOR PROPOSALS:
PROFESSIONAL ENGINEERING CONSULTANT SERVICES**

DUE DATE: March 25, 2022 – 2PM – Town Clerk’s Office, 615 Route 32, Highland Mills

The Town Board of the Town of Woodbury (the "Town") invites qualified firms or individuals to submit proposals for professional engineering consultant services to the Town of Woodbury. Proposals will be accepted until 2:00PM on March 25, 2022, submitted to the Town Clerk, 615 Route 32, PO Box 1004 Highland Mills, NY 10930 or dpotvin@woodburyny.us . Proposals received after that time will not be considered. No proposal may be withdrawn after the time set for public opening.

The Town reserves the right to hire multiple engineers or firms to provide the services described under the specifications herein.

Complete Proposals Required

Applicants are required to provide all of the information requested in this RFP as well as any additional information or alternatives requested. While the Town may solicit additional information during the evaluation of the proposals submitted pursuant to this RFP, the Town will not be responsible for any omissions on the part of any applicant. Applicant are cautioned to read the requirements carefully and follow the response format of this Request for Proposals, as any deviation from the format and requirements listed may be cause for rejection. No proposal will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

Preparation of Proposal

- a) If submitting physical copies – Each applicant shall be submitted in one or more sealed opaque envelope(s) and shall have printed on the outside “RFP – Engineering Consultant Services” together with the name and address of the person/firm submitting the Proposal. One bound and one unbound paper copy should be included
- b) If submitting electronically – Each applicant should be submitted in a PDF format by email to the Town Clerk at dpotvin@woodburyny.us and the subject field should indicate “RFP – Engineering Consultant Services”.
- c) Non-collusion certification. Each proposal must be accompanied by a non-collusion certification, signed by the applicant, as required by General Municipal Law Section 103(d). A copy of a sample non-collusion certification is annexed hereto.

Proposal Content

On a separate sheet, the applicant must provide a description of its capabilities and experience, including the following information:

- a) Name, mailing address, email address and telephone number of the consultant(s) – include local office address if different.
- b) Name, mailing address, email address and telephone number of a contact person.
- c) Narrative describing the history of the firm/practice, including date of inception.
- d) Detailed resumes (professional staff only) for each person including level of responsibility, educational qualifications and previous work assignments that relate to this RFP.
- e) A description of clerical and support staff and library and research capabilities.
- f) Technology support—computers, printers and other equipment.
- g) An outline of the ability to provide the Town with digital files throughout all projects.
- h) Any potential conflicts of interest in representing the Town.

- i) Detailed statement of experience in the areas of engineering described under "General Conditions" and "Specifications" contained herein.
- j) List of all municipal entities currently represented or represented in the past seven years.
- k) Statement of capacity to successfully prioritize and commit to Town tasks/projects and to complete required services, including the scheduling of staff resources.
- l) Demonstration of capacity to control costs.
- m) Other information that the proposer may wish to provide.

Reference Evaluation

A listing of five current or recent references of similar work must be furnished along with the proposal. For each reference, include the name, telephone number, mailing address and email address of a contact person who may be contacted for verification of all data submitted.

Form of Proposal

The proposal submitted should include the following information regarding the annual cost of services:

- a) A detailed hourly fee or fixed rate fee schedule showing the rates for each service described in "Service Specifications" herein.
- b) A list of any miscellaneous costs for which the consultant may seek reimbursement, including (a) copying; (b) photographs; (c) overnight delivery at actual cost [Note: reimbursement for overnight delivery shall not be made by the Town UNLESS the matter IS TIME-SENSITIVE]; filing fees; stenographic services; process service fees; and court costs, which shall only be reimbursed at actual cost.
- c) Identification of exceptions, if any, to the list of out-of-pocket costs for which the engineer may seek reimbursement but for which a reasonable cost cannot be determined at time of submission of proposal, such as expert witness fees.

Addenda and Interpretations

No interpretation of the specifications or other RFP documents will be made to any applicant orally. Requests for interpretations must be in writing addressed to the Town Clerk of the Town of Woodbury, PO Box 1004, Highland Mills, NY 10930 or dpotvin@woodburyny.us, and must be received at least five (5) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be sent, not later than three (3) days prior to the date fixed for the opening of the proposals, by email to all prospective applicants at the respective email addresses furnished for such purposes. Failure of any applicant to receive any such addendum or interpretation shall not relieve such applicant from any obligation under his proposal submitted. Any addenda so issued shall become part of the contract document.

Duration of Proposal

Proposals and cost schedules shall remain firm and effective for at least ninety days from the date of the opening of proposals.

Liability for Errors

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, all applicants are urged to conduct their own investigations into the material facts, and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.

Reimbursement of RFP Costs

Costs associated with the preparation of a proposal, including but not limited to any transportation costs to any interviews, shall be the sole responsibility of the applicant.

GENERAL CONDITIONS

The following General Conditions apply to all applicants, all proposals submitted in response to this RFP, and all subsequent retainer agreements.

Qualifications of Applicant

- 1) The successful applicant shall be (1) an engineer, duly admitted to practice in the State of New York, with at least five years' experience, or (2) a firm with engineers having the same qualifications
- 2) In the performance of the services requested, the engineer shall be an independent contractor.

Limitations on Work During Tenure

The engineer must agree not to represent any party making application to or appearing before any Board, Justice Court, or other instrumentality within the Town while serving as Engineer to the Town. The engineer shall not employ independent consultants or subcontractors to represent or provide services to the Town or any instrumentality thereof without the express written consent of the Town.

Retainer Agreement

- a) Acceptance of Proposal – No applicant shall acquire any legal or equitable rights or privileges whatsoever relative to the services until the Town has delivered either a signed notice in writing to the applicant or a fully-executed written Retainer Agreement to the applicant.
- b) Duration – It is intended that the retainer agreement for engineering services will be effective for a duration of two years and may be extended at the Town's sole option for additional two-year terms. Such retainer agreement may be terminated by either party by one hundred twenty (120) days' advance written notice. The retainer agreement will provide for annual review of compensation and evaluation of performance. The contract is nonexclusive and allows the Town to obtain engineering services from other providers if, for any given project, it determines such services to be necessary.
- c) Payment – The chosen engineer/firm shall submit an invoice for payment of services once a month and shall include a one-twelfth (1/12) annual fee for services accepted by the Town Board of the Town. The invoice shall also include a detailed description of all additional services rendered by the engineer or the engineer's staff for the preceding month, the task for which reimbursement is sought, the dates on which the work was performed, and the time spent for which reimbursement is sought. The engineer, and any other individual seeking payment, shall at all times maintain a detailed log of time, task, activities and expenses for which payment is sought. The invoice shall be accompanied by a Town voucher form, completed in all respects by the engineer seeking payment.
- d) Assignment – The chosen engineer/firm shall not assign or transfer any part of the retainer agreement, or any right or privilege granted hereunder.

Insurance

- a) The Town requires that applicants provide with their proposal certificates of insurance verifying coverage, as well as a letter from the applicant's insurance carrier acknowledging that the applicant is able to comply with all insurance requirements.

- b) During the term of its contract with the Town, the engineer/firm shall maintain, at its own sole expense, and without expense to the Town of Woodbury, the minimum insurance as outlined below:
- General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the insurance includes a general aggregate limit, that limit shall apply separately to the contract with the Town, or it shall be at least twice the required per-occurrence limit
 - Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - Workers' Compensation and Employers' Liability as required by New York State law.
 - Professional Liability and Errors & Omissions Insurance with a limit not less than \$1,000,000 per occurrence, and \$5,000,000 in aggregate.
 - Deductibles and Self-Insured Retention: Deductibles or self-insured retention must be declared to and approved by the Town. At the option of the Town, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respect the Town, its officers, officials, employees and volunteers; or the engineer/firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Miscellaneous Provisions

- a) Compliance with Laws. This RFP and any retainer agreement entered into between the applicant and the Town of Woodbury shall be governed by and in accordance with the laws of the State of New York and the United States of America. The engineer shall comply with all the laws applicable to the work or the performance of work in this RFP. Conviction of any violation of Federal, State or Local Law shall be reasonable cause for the Town of Woodbury to terminate any retainer agreement.
- b) The engineer/firm shall provide its own electronic equipment, library and clerical, professional and support staff necessary to provide the services described herein.
- c) Recordkeeping. The selected engineer under contract to provide services shall maintain complete records and files on any matter in which he or she has rendered services to the Town. All such records compiled by the engineer pursuant to any contract in furtherance of this RFP shall revert to the Town upon termination of the contract, including but not limited to written determinations and/or interpretations, pleadings, transcripts, written reports, studies, computer printouts, graphs, charts, plans and all similar recorded data.

SERVICES SPECIFICATIONS

The following are the primary responsibilities for engineering services the Town requires:

- 1) The Town is soliciting sealed proposals from well qualified professional engineering firms to support the Town by providing comprehensive advice and consulting services in connection with a variety of matters including, but not limited to: (i) civil, electrical, environmental, mechanical and structural engineering matters; (ii) surveying, design and architectural matters; (iii) policy guidance; (iv) environmental review and regulatory compliance; (v) acquisition or transfer of real property rights; and (vi) areas incidental thereto.
- 2) Work assignments shall be made on an “as needed” or “as requested” basis. Services in connection with Town projects for which the source of payment will be public funds, shall require negotiation and determination of a scope of work prior to commencement of the assignment and may require a not-to-exceed fee for that scope of work. The selected consultant shall employ generally accepted professional standards and provide the Town with the best possible advice and consultation and shall act at all times within the authority and capacity of any title or professional license as issued by the State of New York. Consultant will be expected to provide support services and work proactively with the Town Board, various Town Departments, Committees/Boards and/or departmental staff.
- 3) Services will include consultation, assistance and advice on a ongoing basis involving matters of general engineering, inspection, design, surveying, Town public works projects (both new construction and modification/rehabilitation), and local land use matters. Tasks may include attendance at meetings and hearings, preparation and review of applicant specifications, project management, technical and support services, review of engineering-related aspects of residential, commercial and redevelopment applications, including testing and analysis, preparation of studies, designs, reports, memoranda and advising the Town Board, various Town Departments, Committees/Boards and/or departmental staff
- 4) The Consultant is expected to acquire proficient knowledge of (i) the Town’s policies and regulations and (ii) existing conditions in the Town including but not limited to the community profile; demographics; municipal services; public infrastructure; and economic, natural, recreation, historic and cultural resources.

NON-COLLUSIVE PROPOSAL AFFIDAVIT

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this applicant on this RFP (hereinafter "project"), or if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest that:

- 1) The price(s) and amount of this applicant have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, applicant, or potential applicant;
- 2) Neither the price(s) nor the amount of this proposal have been disclosed to any other firm or person who is an applicant or potential applicant on this project, and will not be disclosed prior to proposal opening;
- 3) No attempt has been made nor will be made to solicit, cause, or induce any firm or person to refrain from proposing on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal, or other form of complementary proposal;
- 4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal;
- 5) My firm has not offered nor entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary proposal on this project;
- 6) My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary proposal, or agreeing to do so, on this project; and
- 7) I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Date Signed

Signature

Company Name

Printed Name and Title

Company Address

Phone Number and Email Address

STATE OF _____)
COUNTY OF _____)
Sworn to me before this _____
day of _____, 20_____

Notary Public

REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE TOWN OF WOODBURY

Name of Applicant: _____
Address: _____
Telephone: _____ Cell Phone: _____
Fax: _____ Email: _____

The reporting entity is: {Please check one} Individual Corporation Partnership

A. Related Employees – Are any of the employees who will carry out this contract with the Town of Woodbury also an officer or employee of the Town of Woodbury, or the spouse, child or dependent of a Town officer or employee? Yes No If yes, please provide details:

B1. Related Owners – If you are the owner of the firm, are you or your spouse an officer or employee of the Town? Answer: Yes {If yes, please provide details below} No Not Applicable

B2. Do any officers or employees of the Town have an interest in the Contractor or in any subcontractor that will be used for this contract? The word "interest" as used in the foregoing questions shall mean a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, or his or her spouse, child or dependent, whether as the result of a contract with the Town or otherwise. For the purpose of responding to these questions, a Town officer or employee shall be deemed to have an "interest" in the contract of:

- a) His/her spouse, children and dependents, except a contract of employment with the Town
- b) A firm, partnership or association of which such officer or employee is a member or employee
- c) A corporation of which such officer or employee is an officer, director or employee; and
- d) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

Answer: Yes {If yes, please provide details below.) No

I am the _____ (Title or Office) of the reporting entity listed above. I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty of perjury.

Printed Name and Title

Signature

STATE OF _____)

COUNTY OF _____)

Sworn to me before this _____
day of _____, 20_____

Notary Public