

**Request for Proposals  
for  
Application Development, Engineering, and  
Design to Prepare a  
Comprehensive Drainage Study and Plan for  
the Inc. Village of Island Park**

**Hazard Mitigation Grant Project (HMGP)  
New York State Division of Homeland Security and  
Emergency Services (NYS DHSES)**

**Request for Proposal Issue Date: September 8, 2015**

**Technical Questions Due: September 15, 2015**  
**Technical Response Issued: September 22, 2015**

**Proposal Due Date: September 29, 2015**  
**11:00 am**

**Contact Information:**  
**Constance L. Conroy, Village Clerk**  
**Tel. 516-431-0600**  
**Fax: 516-431-0436**  
**Email: [clconroy@villageofislandpark.com](mailto:clconroy@villageofislandpark.com)**

**Table of Contents**

**I. Introduction and Overview .....3**

**II. Project Description .....4**

**III. Deadlines and Completion Date .....4**

**IV. Scope of Work .....5**

**V. Submittal Content.....5**

**VI. Selection Process .....6**

**VII. Specific Legal Obligations .....7**

**a. Procurement.....7**

**b. Diversity and Income Requirements .....8**

**i. Minority and Women Owned Businesses.....8**

**ii. Section 3.....8**

**c. Iran Divestment Act..... 9**

**VIII. New York Law and Venue.....9**

**SCHEDULE A           Deadline Schedule**

**SCHEDULE B           Insurance Requirements**

**SCHEDULE C           Cost Proposal**

## **Request for Proposals**

### **I. Introduction and Overview**

The Inc. Village of Island Park is eligible for Phase I Funding for the development of a Comprehensive Drainage Study and Plan under the program guidelines of the HMGP as administered by NYS Division of Homeland Security and Emergency Service (NYS DHSES). Accordingly, respondents are obligated to comply with applicable federal and state laws and regulations governing the NYS DHSES Program, as well as with the Inc. Village of Island Park's Procurement Policy and Procedures. In addition, respondents are obligated to comply with all municipal codes, ordinances, and regulations. The successful responder must understand that no payments can be made for services until acceptance of the HMGP Phase I Application.

Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a vendor, the Subrecipient intends to review the federal and state lists of vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended or ineligible vendors. Accordingly, responses to RFPs must include a completed NYS Vendor Responsibility Questionnaire and notarized certification, along with verification that a completed NYS Vendor Responsibility Questionnaire has been filed with the NYS Office of the State Comptroller: <http://www.osc.state.ny.us/vendrep/>.

In accordance with New York State General Municipal Law Section 104-b, this Request for Proposals (RFP) is designed to identify New York State licensed professional engineering firms best qualified to provide the services necessary to prepare a Comprehensive Drainage Study and Plan for the geographic area of the Inc. Village of Island Park, Nassau County, as defined in the HMGP as authorized by the Inc. Village of Island Park as the Subrecipient. This drainage improvement plan will address the widespread flooding resulting from Superstorm Sandy and Hurricane Irene. The project will produce a strategy for drainage infrastructure upgrades to provide solutions for unmet recovery needs pertaining to flood mitigation and to ensure a more resilient, flood-protected community. This drainage improvement plan, as described in the NYRCR Plan, and the NYRCR Pre-Application Report, will analyze existing conditions and identify flood reduction projects that, when implemented, will restore and improve infrastructure functionality and utilization. These projects will reduce flood damage to private, institutional, municipal and public properties and improve the resiliency of the Community.

Superstorm Sandy, as did the 2011 storm Hurricane Irene, overwhelmed the Inc. Village of Island Park's storm water drainage system. Floodwaters inundated roadways, homes, schools, municipal buildings, and businesses and made streets impassable and areas unusable. Sandy's tidal surge was over six feet in areas of the Inc. Village of Island Park. Evacuation and emergency response was severely hindered or impossible as a result of flooding, even before and after, the brunt of the storms. Recovery and resiliency of the Community was also severely adversely impacted due to infrastructure limitations and functionality.

A comprehensive engineering inventory of storm water collection, conveyance and discharge components will be performed that assesses the Inc. Village of Island Park's drainage area and identifies locations that experience flooding. The engineering analysis will also evaluate the drainage system's ability to accommodate storm flow and recommend improvements and solutions to satisfy these conditions.

An array of feasible interventions proposed as a result of this Comprehensive Drainage Plan will be considered for implementation. Land acquisition is not needed for this study and it will not impact specific properties.

Respondents will be reviewed on the basis of their eligibility and ability to provide services in a manner sensitive to specific requirements and timetables established by federal law. Not all qualified Respondents will be selected to provide these services.

The Inc. Village of Island Park will select qualified engineering firms of the highest quality that employ adequate staff and possess the financial management capacity to be able to focus immediate attention on this project(s).

An engineering firm will be chosen based on a scoring system used for all CDBG-DR projects. Through its Evaluation Team, the Inc. Village of Island Park will select the Respondent whose proposal receives the greatest number of points. The Evaluation Team will only open or evaluate Cost Proposals from those firms that it has determined are qualified on the basis of the Technical Factors listed below. A detailed description of the scoring system may be found in the "Selection Process" section of this document. After those firms that are qualified have been identified, the Evaluation Team will factor in the cost of the qualified proposals using the formula set forth below under "Selection Process." The Cost Proposal is included as SCHEDULE C.

Subrecipient reserves the right to reject any and all proposals either in whole or in part.

Respondents will not be reimbursed for costs incurred in the preparation of the proposal.

## **II. Project Description**

This project for a Comprehensive Drainage Study and Plan will include a complete engineering inventory and study of drainage collection and recharge components. It will evaluate the system's ability to accommodate severe storms and recommend improvements in the form of a Plan. The Plan may include, but is not limited to:

- the engineering analysis of system needs
- the engineering inventory of the drainage infrastructure; including elevation of existing roadways, catch basin inlets, manholes, outfall pipes, top of publically owned bulkheads, any and all other conditions and structures that are part of the storm drain system
- the inspection of the conditions of the system, including internal T.V. inspection of storm drain pipes and outfalls as required
- the determination of the ability of the drainage system to accommodate storm flow
- the identification of areas or issues of concern and prioritization of repairs/improvements
- provide a hierarchy for a phased program of improvements or pilot projects

The successful Respondent will also assist the Inc. Village of Island Park with the basic services necessary for application preparation and design, along with the administration of this project in accordance with NYS DHSES requirements and timetables.

## **III. Deadlines and Completion Date**

The Technical Proposal and Cost Proposal must be delivered in separate envelopes to the Inc. Village of Island Park in accordance with SCHEDULE A. Proposals are due on September 29, 2015. Any questions relative to the RFP must be received electronically by the Inc. Village of Island Park no later than noon on September 15, 2015. The Inc. Village of Island Park will then compile the questions into a single document for the responses and distribution to all respondents by September 22, 2015. The Inc. Village of Island Park reserves the right to extend receipt of submissions beyond September 29, 2015.

#### **IV. Scope of Work**

- Assist the Inc. Village of Island Park in the preparation of its Project Application, including a project description, an estimate of the total project costs broken out by services and construction costs, and a project schedule.
- Prepare a complete set of Final Contract Documents including the Drainage Plan as outlined in the Project Description, including an estimate of probable construction costs for use as the basis for future implementation of found solutions.

#### **V. Submittal Content**

Respondent must supply one (1) original and five (5) copies of its submission to the attention of Constance L. Conroy, Village Clerk, no later than 11:00 am on September 29, 2015.

Constance L. Conroy  
Village Clerk  
Inc. Village of Island Park  
127 Long Beach Road  
Island Park, New York 11558  
[clconroy@villageofislandpark.com](mailto:clconroy@villageofislandpark.com)

The Proposal must contain the following information and documentation:

- **Firm.** Respondent's legal structure, areas of expertise, length of time in business, number of employees and detailed contact information for the person authorized to contractually obligate the Respondent and for the person administratively responsible for the Proposal.
- **Subconsultants.** Identify any Subconsultants, including a summary of the organization, experience and technical skills. Respondent shall not employ, contract with, or use the services of any consultant for the work of this Contract (except such third parties which may be used by the Respondent in the normal course of business, such as couriers, imaging services, etc.) without obtaining the prior written approval of the Inc. Village of Island Park.
- **Disclosure.** Disclose all allegations or claims of substandard work, unethical or illegal practices or debarment or suspension from State- or Federally-funded projects, and provide documentation as to the resolution of these matters. Respondent must not be suspended or debarred from participation in State- or Federally-funded projects. Include completed NYS Vendor Responsibility Questionnaire, with notarized certification.  
[http://www.osc.state.ny.us/vendrep/.](http://www.osc.state.ny.us/vendrep/)
- **Relevant Experience.** Previous projects that demonstrate relevant experience and identify public sector clients for whom Respondent has provided similar work in the past five years. For each project described, provide current contact information for the individual with whom Respondent worked.
- **Approach and Methodology.** Respondent's understanding of the scope, including a detailed work plan to complete the design services.

- **Staffing Plan.** Respondent's capacity to provide services in the required timeframe, and key personnel to provide services and the proposed staffing plan. Outline the resumes of key personnel who will be assigned to the project, including their years of experience and functions on this project.
- **Ability to Conform to Subrecipient's Timeline.** Describe firm's workload and the impact on its current capacity to perform services on this project, and describe specifically how the firm will comply with the required delivery schedule set forth in **SCHEDULE A**.
- **Commitment to Comply with All Applicable Federal, State, and Local Regulations, including Minority and Women-Owned Business Enterprise (M/WBE) and Section 3.** Describe firm's commitment to and plan for complying with all applicable Federal, State, and local regulations, including, as described below, M/WBE obligations and hiring requirements under Section 3 of the Housing and Community Development Act. This is a factor for firm selection, and Respondents who demonstrate a commitment to comply will receive the most points, as described herein under "**Selection Process**".
- **Iran Divestment Act.** Respondent must attach a signed statement on company letterhead that is affirmed as true under penalty of perjury.
- **Costs.** Complete the **Cost Proposal - SCHEDULE C**, by providing a lump sum price for completing this project. The Cost Proposal must be included in a separate sealed envelope.

**Attachments.** Resumes and material helpful to the technical evaluation may also be attached (short project descriptions, brochures).

## **VI. Selection Process**

Technical Proposals responsive to the requirements of this RFP will be evaluated and scored in accordance with the Evaluation Criteria. After evaluation of the Technical Proposals, Cost Proposals will be scored for cost.

During or after the review of responses, the Inc. Village of Island Park may submit written questions and requests for clarification, and may conduct interviews. Respondents must comply with the **Deadline Schedule - SCHEDULE A**, which may be adjusted if necessary.

The Inc. Village of Island Park shall evaluate each respondent in terms of:

<b>Technical Factors</b>	<b><u>Maximum Points</u></b>
1. Relevant Experience	20
2. Approach and Methodology	20
3. Staffing Plan	20
4. Ability to Conform to Subrecipient's Timeline	10
5. Commitment to Comply with all Applicable Federal, State and Local Regulations including M/WBE and Section 3	10
<b>Total Technical Factors</b>	<b>80</b>
<b>Total Cost Factors</b>	<b>20</b>
<b>Maximum Points</b>	<b>100</b>

The Inc. Village of Island Park's Evaluation Team will conduct a technical evaluation of the non-cost elements as described in the RFP prior to opening the Cost Proposals. No more than 80 technical total points will be awarded to any proposal.

The Cost Proposal will remain sealed until completion of the technical evaluation, and will only be considered for the best qualified firms. No more than 20 points will be awarded to any Respondent.

Cost points will be awarded as follows:

- The lowest priced qualifying technical proposal will be awarded the full 20 points. Other bidders will be awarded as follows: total cost points = (lowest bidder cost/other bidder cost) x 20.
- Subrecipient will weigh the technical and cost evaluation results of each submittal as two components, which together will have a maximum total score of 100 points.

After evaluation of selected Technical Proposals and Cost Proposals, the Subrecipient reserves the right to award without delay. Subrecipient will issue a Letter of Intent to Award and a Notice to Proceed when costs are negotiated and accepted by the Subrecipient.

## **VII. Specific Legal Obligations**

### **a. Procurement**

In accordance with Section 104-b(2)(f) and Section 139-j(2)(a), the Inc. Village of Island Park must identify the individual responsible for purchasing and the individual who is the sole point of contact during the procurement. Constance L. Conroy, Village Clerk for the Inc. Village of Island Park, will be the RFP Coordinator.

In accordance with State Finance Law § 139-j and 139-k, this RFP imposes restrictions on communications between the Inc. Village of Island Park, NYS DHSES, and Respondents during the procurement. Respondent is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the contract (the restricted period) with Subrecipient's staff other than the RFP Coordinator, unless it is a contact included among expressly provided statutory exceptions set forth in State Finance Law § 139-j(3)(a).

The Inc. Village of Island Park employees also are required to obtain certain information when contacted during the restricted period and make a determination of responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility can result in the rejection for contract award and in the event of two (2) findings within a four-year period the Respondent is debarred from obtaining governmental procurement contracts.

### **b. Diversity and Income Requirements**

#### **i. Minority and Women Owned Businesses (M/WBE)**

The Inc. Village of Island Park is committed to awarding a contract(s) to firms that will provide high quality services and that are dedicated to diversity and to containing costs. The Inc. Village of Island Park strongly encourages Respondents that are certified by New York State, any other city or state, or the federal government, as M/WBE firms, as well as Respondents that are not yet certified but have applied for certification, to submit responses to this RFP.

All New York State-certified M/WBE firms submitting proposals to this RFP should be registered as such with the New York State Department of Economic Development. For M/WBE firms that are not certified but have applied for certification, Respondents must provide evidence of filing including filing date.

The Inc. Village of Island Park is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (M/WBE Regulations) for all New York State funded contracts as defined therein, with a value in excess of \$25,000. Subrecipient strongly encourages joint ventures of M/WBE firms with majority firms and M/WBE firms with other M/WBE firms. For purposes of this solicitation, the Inc. Village of Island Park hereby establishes an overall goal of 30% for M/WBE participation, 15% for minority-owned business enterprises (MBE) and 15% for women-owned business enterprises (WBE).

ii. **Section 3**

In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Community Development Act (HCDA), the Inc. Village of Island Park is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible and consistent with existing federal, state and local laws and regulations, be directed to Section 3 residents and businesses.

A "Section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered assistance is expended. For the purposes of Section 3 of the HCDA, low-income persons are defined as families (including single persons) whose incomes do not exceed 80% of the median income for the area, and very low-income persons are defined as families (including single persons) whose incomes do not exceed 50% of the median income for the area.

A "Section 3 business" is a business that can provide evidence that it meets one of the follow criteria: 1) 51% or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

In their submittals, Respondents should demonstrate their commitment to advancing the Inc. Village of Island Park's Section 3 goals, which include the following: 30% of new hires associated with the CDBG-DR funded project shall be Section 3 residents, 10% of new construction contracts shall be awarded to Section 3 businesses, and 3% of non-construction contracts shall be awarded to Section 3 businesses.

c. Iran Divestment Act

Every Proposal made to the Inc. Village of island Park pursuant to a competitive solicitation must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

"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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."



No Response that fails to certify compliance with this requirement may be accepted as responsive.

**VIII. New York Law and Venue**

This contract shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of New York, Nassau County.

## SCHEDULE A

### Deadline Schedule

A. Date for Publication of Notice:	September 3, 2015
B. Date RFP Package Available:	September 8, 2015
C. Date for Questions from Respondents:	September 15, 2015
D. Date for Response to Respondents' Questions:	September 22, 2015
E. Date for Submission of Proposals:	September 29, 2015
F. Date for Evaluation of Proposals:	October 13, 2015
G. Date for Award:	October 16, 2015
H. Date for Notice of Contract Award with Draft Contract:	October 20, 2015
I. Date for Execution of Contract with Notice to Proceed:	October 23, 2015

The Inc. Village of Island Park reserves the right to modify this Timeline as necessary.

Changes to the Timeline will be forwarded to all respondents.

Changes to the Timeline will also be published at [www.villageofislandpark.com](http://www.villageofislandpark.com).

All Technical Proposals with Cost Proposals shall be submitted in hard copy, signed in the original, and received and date stamped by the Owner on or before 11:00 am. on September 29, 2015.

Respondent is responsible for meeting all deadlines.

## SCHEDULE B

### Insurance Requirements

Page 1 of 3

The Consultant shall be required to procure and maintain the following insurance coverage's during the course of the Agreement giving evidence of same to Inc. Village of Island Park in the form of **Certificates of Insurance, copies of the General Liability Declaration Page and copy of the Additional Insured Endorsement, providing 30 days notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipalities discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

I. Workers Compensation and NYS Disability

Coverage	Statutory
Extensions	Voluntary Compensation; All States Coverage Employers Liability - Unlimited

II. Commercial General Liability

Coverage and Limits	Occurrence - 1988 ISO or equivalent	
	General Aggregate	\$2,000,000
	Products & Completed Operations	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Per Occurrence Limit	\$1,000,000
	Fire Damage	\$ 50,000
	Medical Expense	\$ 5,000

Additional Insured Inc. Village of Island Park, all elected and appointed officials, employees and volunteers using ISO Form CG2010 (B) or equivalent including Products and Completed Operations.

Extension - Mandatory Aggregate Limits to apply per project.

Contractual Liability to extend to Hold Harmless

Extension – If Possible Endorsement showing that this policy is considered primary and non-contributory.

Waiver of Subrogation in favor of the additional insured.

**SCHEDULE B**

**Insurance Requirements**

**Page 2 of 3**

III. **Automobile Insurance**

Limit \$1,000,000. Combined Single Limit

Additional Insured Inc. Village of Island Park, all elected and appointed officials, employees and volunteers.

IV. **Umbrella Liability**

Coverage Umbrella Form, or Excess Follow Form

Minimum Limit \$5,000,000.

Additional Insured Inc. Village of Island Park, all elected and appointed officials, employees and volunteers.

V. **Bonds**

Bid Bond Minimum of 5% of Contract Bid.

Bond Form AIA Document A310 Current Edition.

Final Bonds 1. Performance and Payment Bond  
Labor and Materials  
Minimum Limit 100% of Contract Price

2. Maintenance Bond

Minimum Limit 100% of Performance and Payment Bond

Term – 1 Year from Acceptance of Job

Bond Form AIA Document A311 Current Edition.

NOTE: Surety Company must be New York State Licensed and on current list of "Surety Companies Acceptable on Federal Bonds" as published in Federal Register by the Audit Staff Bureau of Accounts, US Treasury Department.

**SCHEDULE B**

**Insurance Requirements**

**Page 3 of 3**

**INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

The Vendor/Contractor shall indemnify and hold harmless the Inc. Village of Island Park, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Vendor/Contractor or its subcontractors, agents, servants, or employees, including without limiting the generality of the forgoing, all liability, damages, loss, claims, attorneys, court and adjusting fees, demands and actions on account of personal injury, death or property loss to the Inc. Village of Island Park its officers, employees, agents or to any other persons, third parties, or property; but shall not include claims resulting from the gross negligence or willful misconduct of the Inc. Village of Island Park. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation or order; and otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the \_\_\_\_  
day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Print Name and Title

Witness: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

**SCHEDULE C**

**COST PROPOSAL**

**Page 1 of 2**

The Incorporated Village of Island Park – Application Development, Engineering, and Design to Prepare a Comprehensive Drainage Study and Plan

Bidder: \_\_\_\_\_

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

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the Incorporated Village of Island Park

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Application Development, Engineering, and Design to Prepare a Comprehensive Drainage Study and Plan

in full and complete accordance with the RFP, the proposer's plans, specifications and contract documents, to the full and entire satisfaction of the Incorporated Village of Island Park.

**APPLICATION DEVELOPMENT, ENGINEERING, AND DESIGN TO PREPARE A COMPREHENSIVE DRAINAGE STUDY AND PLAN:**

Base Bid:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE C**

**COST PROPOSAL**

Page 2 of 2

**Cost Proposal Signature Page**

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The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day by: \_\_\_\_\_ Date: \_\_\_\_\_

(Name of firm or corporation making bid)

WITNESS:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Proprietorship or Partnership) Name: \_\_\_\_\_  
Print or type

Title \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_ License No. \_\_\_\_\_

Title: \_\_\_\_\_ Federal I.D. No. \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

Email Address: \_\_\_\_\_

(CORPORATE SEAL)