

**TOWN OF YORKTOWN
PROCUREMENT
REQUEST FOR PROPOSALS
INSTRUCTIONS TO BIDDERS**

NOTICE IS HERE GIVEN that sealed proposals will be received by the Town Clerk, Town of Yorktown, Westchester County, NY until 11:00 A.M. on May 14, 2021 at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for **Lake Mohegan Green Infrastructure and Stormwater Retrofit Design**. Copies of the Request for Proposal Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598. A completed Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: **“Proposal: Lake Mohegan Green Infrastructure and Stormwater Retrofit Design.”**

The Proposal Documents consists of the following documents:

1. **Instructions to Bidders**
2. **Part One** Proposal Form
3. **Part Two** General Terms and Conditions of Proposal
4. **Part Three** Specifications
5. **Non-Collusive Bidding Certificate**

A submitted proposal will consist of

1. one original completed **Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions taken by Bidder; and
2. a signed Non-Collusive Bidding Certificate.

Diana Quast, Town Clerk
Town of Yorktown
Certified Municipal Clerk

**TOWN OF YORKTOWN
PROCUREMENT
REQUEST FOR PROPOSALS
PART ONE
PROPOSAL FORM**

The Town of Yorktown seeks proposals from qualified parties to supply the following goods and services: **Lake Mohegan Green Infrastructure and Stormwater Retrofit Design**

BIDDER'S OFFICIAL CORPORATE NAME (required, if bidder is a corporation):

BIDDER'S D/B/A NAME (if any) _____

1. Price for Preparation and Submission of Feasibility Study

Total: \$ _____ Amount in words: _____

2. Price for Preparation and Submission of Concept Plan

Total: \$ _____ Amount in words: _____

3. Price for Preparation and Submission of Design Development Drawings

Total: \$ _____ Amount in words: _____

4. Price for Preparation and Submission of Final Report

Total: \$ _____ Amount in words: _____

5. Price for Four Review Meetings

Total: \$ _____ Amount in words: _____

The price(s) set forth above shall remain valid for one (1) year from the date of proposal award. **Prices in the proposal must cover all of bidder's costs. There shall be no additional charges to the Town for anything related to this proposal, including, e.g., postage, mailings, delivery, set-up, notifications, sampling, presentations, etc.**

Name of person authorized to submit proposal for bidder:

Signed: _____

[Signature of authorized person]

TITLE of authorized person: _____

**TOWN OF YORKTOWN
PROCUREMENT
REQUEST FOR PROPOSALS
PART ONE (page 2)
PROPOSAL FORM**

Lake Mohegan Green Infrastructure and Stormwater Retrofit Design

BIDDER'S CORPORATE NAME:

BIDDER CONTACT INFORMATION:

PRINT NAME: _____

TITLE: _____

Address: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____@_____

- END OF PROPOSAL FORM -

**TOWN OF YORKTOWN
PROCUREMENT
REQUEST FOR PROPOSALS
PART TWO**

General Terms and Conditions of Proposal

Section 1. **Proposal Form**

- 1.1 Bidder shall complete the Proposal Form by filling in the unit price and the total price in the appropriate designated spaces. Unit price and total price of each item shall be written legibly in ink, or typed. All proposals shall be signed in ink. Any erasures or alterations shall be initialed in ink by the signer. The completed Proposal Form shall be submitted, along with any documentation in support of the proposal if required by the Proposal Documents, in a sealed envelope addressed as required in the Request for Proposals on or before the time and at the place so designated. Any Proposal Form which has been materially altered in any way may render the proposal nonresponsive and the proposal rejected.
- 1.2 In the event of a discrepancy between the unit price and the total price of the Proposal Form, the unit price will prevail. All prices must be quoted “per unit” quantity specified. All items not bid shall be indicated as “not bid” in the total price space. When proposals are requested on a lump sum basis, proposer must bid on each item in the lump sum group. A proposer desiring to bid “no charge” on an item in a group must so indicate.
- 1.3 Failure to comply with the provisions of this section may be grounds for rejection of the proposal.
- 1.4 Correction or withdrawal of a proposal because of an inadvertent, non-judgmental mistake in the Proposal Form requires careful consideration to protect the integrity of the competitive proposal process, and to ensure fairness. If the mistake is attributable to an error in judgment, the Proposal Form may not be corrected. Proposal correction or withdrawal by reason of the non-judgmental mistake is permissible at the sole discretion of the Town Clerk, but only to the extent that it is not contrary to the interests of the Town or the fair treatment of other bidders.
- 1.5 By signing the Proposal Form, the bidder certifies that:
 - i. the person whose signature appears below is legally empowered to bind the bidder;

- ii. the bidder has read the complete Proposal Documents and understands and agrees to all terms and conditions set forth in the Proposal Documents;
- iii. if accepted by the Town, the proposal is guaranteed as written and will be implemented as stated;
- iv. By submission of the proposal, each bidder and each person signing on behalf of any bidder 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 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 New York State Finance Law.¹

Section 2. **Quality and Samples**

- 2.1 All services, equipment, material and supplies proposed must conform to the description and specifications set forth in the in the Proposal Documents, or their reasonable equivalent.
- 2.2 References in the Proposal Documents to type, style, brand or trade name, and catalog are intended to be descriptive only and not restrictive.

Section 3. **Request for information or interpretation and/or clarification of the Proposal Documents**

- 3.1 Bidders shall have seven (7) business days prior to the proposal opening date to notify the Town Clerk in writing of any errors or defects in the Proposal Documents which would prevent bidder from providing a responsive proposal.
- 3.2 No interpretation of the Proposal Documents will be made to any bidder orally by any representative of the Town.
- 3.3 Any request for information or interpretation and/or clarification of the Proposal Documents must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, and be submitted not later than five (5) business days prior to the date fixed for the opening of proposals.
- 3.4 Any written response to a request for information or interpretation and/or clarification of the Proposal Documents shall be issued by Town Clerk and will be incorporated into and made part of the Proposal Documents. The Town Clerk's

¹ List found at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

decision shall be final and binding on all parties. Such Addenda will be posted on the Town's website, and provided to prospective bidders to the extent practicable. The failure of any bidder to receive such Addenda will not relieve the bidder of any obligation to comply with the terms and conditions of the Addenda.

- 3.5 If any questions or responses require revision to the proposal solicitation as originally published, such revision will be by formal amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representation made by this or any other person that materially changes or appears to materially change any portion of the solicitation must not be relied upon unless subsequently ratified by a written amendment to this solicitation. For determination as to whether any such representation requires an amendment, contact the Town Clerk.

Section 4. **Non-Collusion**

- 4.1 Bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in the Proposal Documents. Failure by bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the proposal.

Section 5. **Late Proposals**

- 5.1 All proposals received after the deadline date and time stated in the Instructions to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the proposal delivered on time and to the place specified above.

Section 6. **Proposal Opening**

- 6.1 Sealed proposals will be publicly opened on the date and time specified in the Instructions to Bidders. Proposals may be read aloud to those persons present when practicable. Any bidder may request to review any submitted Proposal Form by arranging a mutually convenient time with the Town Clerk.
- 6.2 The prices stated in the Proposal Form are irrevocable until the Notice of Award is issued, unless the proposal is withdrawn only after the expiration of sixty (60) days from the proposal opening and only in writing received by the Town Clerk and in

advance of the issuance of the Notice of Award.

Section 7. **Delivery Point**

- 7.1 Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 8 a.m. to 2 p.m. unless otherwise stated in the Specifications, at the location set forth in the Specifications. F.O.B., except on national, state or local holidays when Town buildings are closed. Bidder shall be responsible to verify that the appropriate Town building for delivery is open prior to delivering items. All proposal items shall be unloaded and placed within the particular Town building, at points of delivery, and in quantities, as directed by the Town. Any costs incurred by the Town or bidder due to the failure of bidder to comply with this requirement will be the responsibility of bidder. Bidder should be prepared to furnish proof of delivery, if requested by Town.
- 7.2 If bidder is shipping proposal items to Town using a third-party carrier (US Postal Service, UPS, FedEx), there shall be no additional shipping charge to the Town.
- 7.3 Delivery will not be complete until the goods are inspected and accepted by the Town.

Section 8. **Date of Delivery**

- 8.1 Delivery of all items under this proposal shall be made not later than the date specified in the proposal document. If bidder cannot meet the delivery date specified in the proposal document, bidder shall state on the proposal form the proposed date of delivery and such date will be considered when determining responsiveness in awarding the proposal.

Section 9. **Damages**

- 9.1 Bidder shall be fully responsible for shipping and delivery of proposal items in an undamaged condition. Bidder shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town. Town will not consider the carrier responsible for damaged or delayed deliveries. Any proposal item damaged or broken when delivered to Town shall be replaced immediately by bidder at no cost to the Town.

Section 10. **Warranty/Guarantee**

- 10.1 By submitting its proposal, bidder is deemed to warrant and guarantee as follows:
- 10.2 All goods furnished in by the bidder are guaranteed against defects in workmanship and/or material for a period of one (1) year from the date of delivery to Town.
- 10.3 Any goods furnished must be standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.
- 10.4 No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. It is the responsibility of bidder to advise Town in the Proposal Form if electrical equipment to be furnished hereunder does not have a U.L. label. Any equipment provided under the proposal which is or becomes defective during the guarantee period shall be replaced or redone by bidder, free of charge. All replacements shall carry the same guarantee as the original equipment. Bidder shall make any such replacement promptly upon receiving written notice from Town.

Section 11. **Purchase of Additional Quantities of Proposal Items**

- 11.1 Unless Town requests bidder to supply used goods or materials, Town may purchase additional quantities of the proposal items from bidder at any time during the contract period, for the same price and under the same terms and conditions as set in the Proposal Form.

Section 12. **Breach of Contract/Termination**

- 12.1 If bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may purchase goods from other sources to take the place of the goods rejected found defective or not delivered. Town reserves the right to authorize immediate purchase (within 24 hours) from other sources against rejections on any contract when necessary. On all such purchases bidder agrees to reimburse Town promptly for excess costs occasioned by such purchases. Should the cost be less, bidder shall have no claim to the difference. Such purchases may be deducted from the outstanding invoices or claims, or charged back against future invoices. Without limiting the foregoing,

Town reserves the right to terminate the Contract upon breach upon ten (10) days of notice provided to bidder.

Section 13. **Assignment Prohibited**

- 13.1 Bidder shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, title, or interest therein, or its power to execute such contract, to any other person, or entity without the prior written consent of Town.

Section 14. **Special Requirements**

- 14.1 Special requirements for any proposal may supersede and/or be added to any provision contained in the instructions noted above. These instructions are to be considered an integral part of all proposals.

Section 15. **Criteria**

- 15.1 In evaluating a bidder's responsibility the Town may consider the following factors, among others:

- i. financial resources;
- ii. technical qualifications;
- iii. experience;
- iv. organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
- v. a satisfactory record of performance;
- vi. a satisfactory record of business integrity;
- vii. any other factors the Town deems relevant in its sole discretion.

PART THREE

GENERAL SPECIFICATIONS

Lake Mohegan Green Infrastructure and Stormwater Retrofit Design

Dates of Work: June 1, 2021 – September 1, 2021

Scope:

The Town of Yorktown and the Mohegan Lake Improvement District is seeking a professional engineering or qualified environmental consulting company to:

- 1) do a feasibility study for mitigation of stormwater phosphorus inputs to Lake Mohegan which contribute to the eutrophication of the lake and the occurrence of harmful algal blooms;
- 2) prepare a comprehensive concept plan for installation of green infrastructure and other best management practices at strategic points in the Lake Mohegan watershed to reduce stormwater phosphorus inputs, including the annual phosphorus reduction that could be achieved from each installation and in total;
- 3) prepare design development drawings for the recommended green infrastructure installations and other stormwater BMPs for sites around Lake Mohegan to implement the concept plan with actionable projects, performing topographical surveys where necessary to complete the designs;
- 4) submit a final report including the feasibility study, the concept plan, the designs for specific green infrastructure and other stormwater BMP projects, cost estimates for the preparation of construction plans and specifications for bid packages for each design, the estimated costs of labor and materials for installation of each design, the ongoing preventive maintenance that will be needed for each design, and the recommended priority of projects considering the costs/benefits of each project as well as identifying any “low-hanging fruit” projects that can be accomplished quickly and easily and have a beneficial impact.

5) participate in at least four in person or zoom/webex meetings with the Town of Yorktown and the Mohegan Lake Improvement District: a meeting to discuss the results of the feasibility study, a meeting to present the concept plan, a meeting to review the specific designs, and a meeting to discuss the final report and priority list.

The RFP response must include in Part One of the Proposal Form the all-inclusive consolidated pricing for completion of each of the five tasks above, as well as an addendum in which the tasks and associated costs are broken down in detail. The responder should also provide a narrative describing how the responder proposes to perform the tasks in each section, as well as describing its experience, expertise, and credentials to do the work required under this RFP. Only consulting firms with expertise in creating plans for mitigation of phosphorus in stormwater should respond to this RFP. The response should indicate if the firm will be doing all of the work, and if not, specify the work that will be subcontracted.

The locations in the watershed should include, but not be limited to, Oak and High Streets going down to the lake (including a 12” outfall pipe directly into the lake from Mohegan Colony beach park, and an eroded area at the base of the beach parking lot); Decatur between Cabot Lane and the lake (including a 16” outfall pipe directly into the lake), Christine and Lakeshore Drive (including a 36” outfall pipe by the intersection, flowing into a steep and deeply eroded channel going down to the lake; a 12” outfall pipe directly into the lake further south on Lakeshore Drive; and near that a 24” pipe coming from the stormwater infrastructure that connects from Mohegan Ave and Inspiration, flowing into an eroded bed going down to the lake); the 36” stormwater outflow directly into the lake on private property at the end of New Chalet Drive; the stormwater outfall from the catch basin at Sagamore and Mohegan Ave; and the stream from the retention pond off Panorama Drive; the streams that run into the lake from both sides of Dale at the intersection with Mohegan Ave and Wenonah Trail, becoming one stream in an eroded channel as it goes into the lake, where there is a “delta” of silt extending out into the lake; and the stream that crosses under Decatur and flows into the lake between Decatur and New Chalet Drive.

Green infrastructure may include, but is not limited to, pervious pavers and pavement, rain gardens, wetlands, bio-swales, forebays, retention basins, and installations to slow, filter, retain

or divert stormwater runoff and prevent stormwater-caused erosion. BMPs may include, but are not limited to, catch basin retrofits, subsurface manufactured treatment devices, and phosphorus filtering “socks” or rip rap in drainage channels. Preventive maintenance schedules including the cost of replacement supplies required by each of the solutions, as well as recommended schedules for cleaning existing catch basins, should be provided.

Time is of the essence for performance of the work, which should be completed as quickly as possible, and no later than 90 days after the selection of the vendor and the approval to proceed via execution of a contract and issuance of a purchase order by the Town of Yorktown. The final report will be used by the Town to make strategic decisions about projects, to seek funding for projects, and to prepare construction drawings and specifications to go to bid on projects for stormwater phosphorus mitigation.

The Town reserves the right to review and approve the progress at each of the steps 1 – 4 above. The Town will provide approval, or feedback of modifications needed for approval, of the work done at each step. Since the steps are sequential, the approval is needed at each step in order to complete the following steps (e.g., concept plan must be approved before design development drawings can be created).

Note that the Town reserves the right to engage the successful bidder to perform all of the tasks in the proposal, none of the tasks, or to perform only certain tasks based on the availability of funding. The bidder should ensure that their proposal conforms with NYS DEC standards for stormwater remediation as referenced in the 2015 New York State Stormwater Design Manual.

The Town of Yorktown will provide information about the existing stormwater infrastructure surrounding Lake Mohegan, identifying known stormwater outfalls that go into the lake. The Mohegan Lake Improvement District will provide prior studies of phosphorus in stormwater runoff at several lake locations, general information about Lake Mohegan and its watershed, and will assist in providing access to the areas around the lake. It is the responsibility of the bidder at its own expense to provide all necessary labor and materials to do the work specified herein, and to become familiar enough with the Lake Mohegan watershed to thoroughly understand what is needed to accomplish the work if selected as the successful bidder.

Background:

Lake Mohegan is a 103 acre lake in northern Westchester County, New York, in the Town of Yorktown. The area surrounding the lake is a combination of wooded areas and populated residential areas. For a number of years, Lake Mohegan has been subject to blue green algae blooms that have interfered with seasonal recreational uses of the lake. While numerous in-lake management efforts have been undertaken, these have not been able to counteract the negative effects of excessive phosphorous levels in the lake. Lake Mohegan has been on the NYS 303d list of impaired water bodies since 2010. Attempts to address the internal loading of phosphorus in the summer have proved insufficient thus far, at least partly due to the continued inflow of phosphorus-laden stormwater runoff that must be addressed. In 2020 the first stormwater phosphorus mitigation project was completed in conjunction with the installation of a new retaining wall and pavement for a section of Mohegan Avenue. One existing farm drain was replaced with a catch basin, and approximately 10 catch basin inserts were installed with filtration cartridges for phosphorus removal.

NON-COLLUSIVE BIDDING CERTIFICATION

This Non-Collusive Bidding Certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York. By submission of this proposal, Bidder and each person signing on behalf of Bidder 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:

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 Bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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 proposal for the purpose of restricting competition.

A proposal shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____

Bidder: _____
(Legal name of person, firm or corporation)

By: _____
(Signature)

(Please Print Name)

(Title)

State of New York)
County of _____)ss.:

On the ____ day of _____ in the year 2019 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)