

## **I. PURPOSE**

The Town Board of the Town of Yorktown is seeking to obtain professional consulting services from qualified planning firms to provide environmental planning services. Yorktown is dedicated to striking a balance between development and the natural landscape. To that end, the Town desires that its governmental responsibilities and decisions surrounding land use are imbued with professional knowledge and advice of the highest order, so that sustainability of the Town's natural features, habitats, and other sensitive environmental areas is ensured.

## **II. BACKGROUND**

### **Characteristics of the Town**

The Town of Yorktown encompasses approximately 40 square miles in northwestern Westchester County and has approximately 37,200 residents. The Town is rectangular in shape, is about ten miles north to south and is four miles east to west. It is bordered by the Town of Cortlandt to the west, the Town of New Castle to the south, the Town of Somers to the east, and the Towns of Putnam Valley and Carmel in Putnam County to the north. In the southern portion of town, Yorktown is physically split by the New Croton Reservoir, which creates a divide across its breadth along the east-west direction. Approximately 85% of the Town's land area is watershed to this important reservoir. Yorktown also boasts large areas of open space, natural features and biodiversity.

## **III. SCOPE OF SERVICES**

Environmental Services will be administered by the Planning Department or the Engineering Department and will be on an as needed basis. The services are organized into groupings or tasks, and prospective consultants may offer proposals for one or more of these tasks, as the consultant sees fit, with an individualized cost schedule for each task selected. The Town Board will select one or more consultants, as it deems appropriate, to effect the most efficient execution and fulfillment of the required services. Successful consultants must gain thorough understanding of the Town's laws and regulations, its policies and procedures, and the environmental issues and concerns facing it.

## **Task I**

### *Wetland Delineation*

The consultant will provide wetland delineation verification for wetland permit applications. Under existing Town wetland regulations, wetland permit applicants are required to field locate wetland boundaries on the properties for which they seek permits. The Town field checks the locations, and accepts or accepts with modifications the wetland boundaries prior to their mapping. The successful consultant shall be responsible for field checking applicant delineations and verifying the appropriate boundary has been located pursuant to Yorktown's regulations. Responsibilities under this task shall also include the preparation and submittal of a brief report of the consultant's findings on each delineation, which shall include a brief description of the wetland's physical characteristics and functions. From time to time the consultant will be asked to conduct field reconnaissance of properties where an applicant is unaware or unable to ascertain the existence of wetlands.

## **Task II**

### *Wetland Mitigation Evaluation*

The consultant will provide technical review and evaluation of wetland/wetland buffer mitigation plans for development applications. Under existing Town wetland regulations, intrusions into wetlands or wetland buffers are to be mitigated to replace characteristics and functional values, typically at a minimum 1:1 ratio. The consultant will evaluate and recommend appropriate size and location of mitigation, evaluate and recommend appropriate mitigation measures & materials, and monitor and administer construction and long term viability of mitigation areas. Responsibilities under this task shall also include attendance at Town Board or Planning Board meetings at which individual mitigation plans may be discussed, as required. The consultant shall participate in department level meetings, as required, involving wetland permit reviews.

## **Task III**

### *Habitat/Biodiversity Evaluation*

The consultant will provide review and evaluation of development applications as they pertain to habitat and biodiversity impacts. The consultant shall be responsible for identifying the presence of threatened or endangered

species or species of special concern. The consultant shall identify wildlife habitats and potential mitigation against loss from development.

#### **Task IV**

##### **Flood Plain Assessment**

The consultant will provide review and evaluation of development applications as they pertain to the Federal Emergency Management Agency Special Flood Hazard Areas. The consultant shall be responsible for evaluating development applications requirements as it pertains to the regulations governing development in flood hazard areas. The consultant shall assist the building Department, Engineering Department, and the Planning Department.

#### **IV. Submission Requirements**

Please send Proposals and Curriculum Vitae to Town of Yorktown, Town Clerk, 363 Underhill Avenue, Yorktown Heights, New York 10598. Proposals must be submitted before 11:00 p.m. on May 21, 2021. Provide ten copies of the proposals at the time of submission.

Proposals submitted after the above date and time may be accepted for review at the sole discretion of the Town Board. Facsimiles, E-mail or other electronic means will not be accepted.

##### **A. Proposals**

It is requested that Proposal packages include the following:

##### **1. Curriculum Vitae**

Provide a complete description of the firm, its principals and staff, and its qualifications related to the preparation of comprehensive plans, including the firm's experience, if any, in similar projects.

##### **2. Qualifications**

Demonstrate that the firm possesses the appropriate resources and experience necessary to perform the requirements of the project, adequate skills & facilities, and a satisfactory record of experience related to similar projects.

##### **3. Scope of Services**

The consultant should list individually the task or tasks they propose to fulfill, complete with a description of those tasks in the consultants own words and any detail as to how the consultant anticipates they will perform those tasks. This may include an estimate of time needed to fulfill each task, personnel assigned to each task, and products delivered in their fulfillment.

4. Time of Performance

Indicate when the firm will be available to begin work.

5. Fee Schedule

- Indicate required fees, individually by task, to complete all work in each task, listed in the Scope of Services.
- Indicate the required fee structure for each of the tasks listed in the Scope of Services.
- Indicate hourly fees for additional work not listed in the Scope of Services.

6. Project Employees

- Provide a brief description of the professional experience of those employees who will be directly working on each task and what their role will be.
- Provide the name and telephone number of the project contact person.

**B. Interviews**

Preselected candidates will be required to be personally interviewed by the Town Board.

**V. LIMITATIONS**

The Town Board reserves the right to accept or not accept any or all proposals received in response to this RFP, or to cancel in whole or in part this RFP, if determined by the Town of Yorktown Town Board to be in the Town's best interest. Further, the Board reserves the right to award any portion of the work described herein, to any one or multiple consultants as it deems appropriate. The issuance of this RFP does not bind the Town of Yorktown to award any contract, or to pay any costs incurred by prospective consultants in the preparation of proposals responding to this RFP.

**VI. GENERAL INSTRUCTIONS:**

- A. Each Proposal must provide complete information and documentation as described in this RFP. The Town will not accept any Proposal sent by tele-facsimile transmission or email. Ten (10) copies of the Proposal, with a signed and notarized Non-Collusive Bidding Certificate, must be submitted in a sealed envelope labeled “**ENVIRONMENTAL PLANNING SERVICES RFP**” by 11:00 pm on May 21, 2021 to the following address:

Town of Yorktown  
Attn: Diana Quast, Town Clerk  
363 Underhill Avenue  
Yorktown, New York 10598

- B. At the discretion of the Town Board, any Proposal received after the deadline date and time stated above will not be considered and will be returned to Respondent unopened. The Town may waive any minor irregularities in any Proposal when such waiver would be in the best interests of the Town. No Proposal may be withdrawn within ninety (90) days of the submission date.
- C. Respondent 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, Respondent assumes all responsibility for having the Proposal delivered on time and to the place specified above.
- D. All Proposals will be presented to the Town Board. The Town Board may conduct interviews of Proposers. The Town Board will select the Proposal that is deemed to be in the best interests and the best value of the Town and will award the contract accordingly.
- E. The Town reserves the right to waive any technical non-conformance with the requirements of this RFP.
- F. The Town will not reimburse any expenses in connection with preparation of Proposals including and attendance at interviews.
- G. The Town reserves the right to reject any and all Proposals, to request additional information or clarification from any and all Proposers.

- H. Questions or comments should be directed in writing to Town Clerk Diana Quast.
- I. The Town is tax exempt and the Town will provide upon request the appropriate tax-exempt certificate.
- J. The Contracting Vendor will be required to implement any and all federal, state, county, and local laws, statutes, rules, regulations, or ordinances as they apply to the scope of work as set forth in the RFP and the ensuing contract if awarded. If there is a change or amendment to any applicable federal, state, county or local laws, statutes, rules, regulations or ordinances after the contract is awarded, the Contracting Vendor will not be entitled in any additional compensation.
- K. Any submitted Proposal is not a competitive bid pursuant to New York State General Municipal Law Section 103, *et seq.* Submission of a Proposal shall not create a contractual obligation with the Town for the scope of services described in this RFP. This RFP does not commit the Town to issue a contract to any Proposer.
- L. No interpretation of the RFP will be made to any person orally by any representative of the Town. Any request for information or interpretation and/or clarification (“RFI”) of the RFP must be addressed in writing to Town Clerk Diana L. Quast at least seven (7) days before the submission date.
- M. Any written response to an RFI shall be issued by the Town Clerk and will be incorporated into and made part of the RFP and will be made available in the same manner and method as the RFP. The Town’s decision shall be final and binding. The failure of Respondent to receive such Addenda will not relieve Respondent of any obligation to submit a Proposal that is compliant with the RFP. Where practicable, any written response to an RFI will be posted on the Town’s Webpage to allow all interested vendors equal access to such information.
- N. Respondent’s failure to request an RFI or to point out any inconsistency therein will preclude such Respondent from thereafter claiming any ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent vendor from asserting any claim for damages arising directly or indirectly therefrom.

- O. Respondent, by signing the Proposal and the Non-Collusive Bidding Certificate, does hereby warrant and represent that the contract has not been solicited, secured, or prepared directly or indirectly, in a manner contrary to the laws of the State of New York, the County of Westchester, and the Town of Yorktown. Further, such laws have not been violated and shall not be violated as they relate to the procurement or the performance of the contract by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Town employee, officer or official.
- P. The New York State Freedom of Information Law mandates public access to government records. However, any Proposal submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to Respondent's competitive position or constitute a trade secret. Respondent who has a good faith belief that information submitted in the Proposal is protected from disclosure under the New York Freedom of Information Law shall clearly identify the pages of the Proposal containing such information by typing in bold face on the top of each page "Respondent believes that this information is protected from disclosure under the New York State Freedom of Information Law". The Town assumes no liability for disclosure of information so identified, provided that the Town has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the Proposal, which is accepted by the Town except portions "Protected from Disclosure," may become part of any agreement resulting from this RFP.
- Q. The Town reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more of the Respondents and to proceed with a Proposal or modified Proposal, if any, which in its judgement will under all circumstances serve the public interest.

## **VII. REQUIRED CONTENTS OF PROPOSALS**

- A. Each Proposal must be submitted on company letterhead or standard proposal form and must be signed by a principal member in order to be accepted. The signatory's position (e.g. President, Managing Member) must be clearly stated.
- B. All Proposals, with the executed and notarized non-collusive bidding certificate, must be signed by a duly authorized representative of Proposer.

- C. Respondent must demonstrate sufficient financial resources and professional experience necessary to carry out its Proposal.
- D. The Town will use the following criteria, in no order of importance, as a guideline to review each Proposal, if appropriate, to select a Contracting Vendor:
- Contents of each Proposal as described above;
  - Respondent's demonstrated experience to carry out its Proposal;
  - Respondent's financial strength;
  - a satisfactory record of performance and business integrity, including compliance with prevailing wage laws;
  - Potential financial benefit to the Town based on a cost/benefit analysis of the Proposal; and
  - The level of detail and credibility of the Proposal, including evaluation the key personnel who will be carrying out the scope of work.
- D. The Proposal's level of detail will be critical for the Town to determine not only the seriousness of Respondent, but also whether the Proposal is viable. Respondent should identify a principal member who will be responsible to ensure that Respondent fully complies with the terms and conditions of the contract.
- E. The Town will consider the qualifications of Respondent and may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal. The Town reserves the right to reject any Proposal if the investigation demonstrates, to the Town's sole discretion that Respondent is not properly qualified to carry out the obligations of the RFP.
- F. Respondent may be required, at the sole discretion of the Town Board, to make an oral presentation to the Town Board to clarify or elaborate on its Proposal.
- G. No Proposal will be accepted if Respondent is in arrears upon any debt or in default of any obligation owed to the Town or has failed to satisfactorily perform any prior agreement with the Town.
- H. The Contracting Vendor shall not assign, transfer, convey, or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the Town. If such approvals are granted by the Town, they shall in no way relieve the Contracting Vendor or from any obligations under the terms of the contract.

- I. The Contracting Vendor shall provide at its own cost and expense the insurance as set forth in the attached Request for Proposals from insurance companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the Town.

Each certificate or policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Town Clerk by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the Contracting Vendor and identify the contract number or description. All policies and certificates of insurance shall be approved by the Town prior to the inception of any work.

If any of the insurance requirements are not complied with at their renewal dates, payments to Contracting Vendor will be withheld until those requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such payments from any monies due the Contracting Vendor.

If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, Contracting Vendor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as herein above provided. Upon failure of the Contracting Vendor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of Contracting Vendor to secure and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve Contracting Vendor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Contracting Vendor concerning indemnification.

In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due Contracting Vendor until such time as Contracting Vendor shall furnish such additional security covering such claims as may be determined by the Town.

