

**TOWN OF YORKTOWN
WESTCHESTER COUNTY, NEW YORK
REQUEST FOR PROPOSALS FOR
ENGINEERING SERVICES**

NOTICE IS HERE GIVEN, that sealed proposals will be received by the Town Clerk, Town of Yorktown, Westchester County, NY until 10:00 AM on January 5, 2023 at Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598 for engineering services companies and the like to submit proposals for the performance of ad-hoc engineering services for the Town.

Copies of the Request for Proposal Documents will be available in the office of the Town Clerk located at said Town Hall or on the Town's website, www.yorktownny.org under "Bids and RFPs." All completed proposals must be labeled "RFP: Engineering Services" and must be accompanied with an executed non-collusive bidding certificate and disclosure of relationships to the Town.

The proposer assumes the risk of any delay in the mail or in the handling of mail by the employees of the Town of Yorktown. Whether sent by mail or means of personal delivery, the proposer assumes the responsibility for having bids in on the day, time, and place specified above.

The Town reserves the right to waive any informalities in the proposals, to reject any or all proposals, and reserves the right to accept that proposal which it deems most favorable to the interests of the Town of Yorktown.

If mailed, sealed proposals must be addressed in care of the Town Clerk at the above address.

**TOWN OF YORKTOWN
WESTCHESTER COUNTY, NEW YORK
REQUEST FOR PROPOSALS FOR
ENGINEERING SERVICES**

The Town of Yorktown will receive proposals from engineering services companies and the like for the provision of ad-hoc engineering related services.

SCOPE OF PROJECT

Scope of work includes ad-hoc engineering services for maintenance and capital improvement projects, and peer review of engineering aspects of private and public land development, among others.

INSURANCE

Prior to commencement of any work and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Contractor/Provider” as used in this indemnification agreement shall mean and include Subcontractors of every tier, and all consultants and/or material suppliers that will be active at the site at any time during the Lease period.

1. Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - a. Premises & Operations;
 - b. Products/Completed Operations;
 - c. Independent Contractors;
 - d. Personal & Advertising Injury;
 - e. Blanket Contractual Liability;
 - f. XCU;
 - g. Town and its assigns, officers, employees, elected officials, attorneys, representatives and agents should be named as an “Additional Insured” on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - h. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town, assigns, officers,

employees, elected officials, attorneys, representatives and agents.

- i. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - j. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - k. General Liability policy must NOT contain any coverage exclusions or restrictions related to the scope of work being performed as well as injuries to employees, subcontractors, or employees of subcontractors (i.e. labor law).
2. Worker's Compensation and Employers Liability Policy, covering operations in New York State. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included.
 3. N.Y.S. Disability, covering all employees. Evidence must be provided on a DB 120.1.
 4. Umbrella Liability, with limits of no less than \$5,000,000 Each occurrence/\$5,000,000 Aggregate, including coverage for General Liability, Automobile, and Workers Compensation and Professional Liability (if applicable). Waiver of Subrogation to be included in favor of the Town. Coverage for the additional insured shall apply on a primary and non-contributory basis, including any self-insured retentions.
 5. Professional Liability, with limits no less than \$1,000,000 per claim/ \$1,000,000 Aggregate. If a retroactive date is used, it must pre-date the inception of the contract.
 6. Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town. Policies that lapse and/or expire during term of work shall be recertified and received by the Town no less than thirty (30) days prior to expiration or cancellation.

The Contractor/Provider shall furnish to Town Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town as an Additional Insured by endorsement. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Town Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. The failure of the Town to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the proposal terms.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

SUBCONTRACTING

Except as to the extent contemplated herein, in the response and permitted in the contract, the contract will prohibit the assignment or subcontracting without the Town's express prior written approval, which will not be unreasonably withheld.

INDEMNIFICATION

The contract will require that the contractor defend, hold harmless and indemnify the Town and its officers, elected officials, attorneys, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising directly or indirectly from the work, the contractor or any subcontractor performance, or by anyone who supplies materials for the Project.

Specifically, the Proposer will be required to agree to the following language:

(a) that it shall indemnify and hold harmless the Town, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, actions, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this agreement, including without limitation, implementation of the Project, and of the acts or omissions hereunder by the Town or third parties under the direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, including without limitation, implementation of the Town and to bear all other costs and expenses related thereto; and

(c) in the event the Contractor does not provide the above defense and indemnification to the Town, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provisions, then the Contractor shall reimburse the Town's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

COMPLIANCE WITH LAWS

The contract will require compliance with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.

GOVERNING LAW, VENUE

All contracts entered into by the Town shall be governed by the Laws of the State of New York, without effect to its conflict of laws provisions. Any disputes shall be resolved within the venue of the State of New York.

SUBMISSION REQUIREMENTS

Interested Proposers must submit the following:

1. Describe the background, experience and qualifications of the entity/person who will act as the service provider and the qualifications of any staff who will assist with the provisions of services.

2. Provide at least three (3) references including the name of contact, affiliation, address, direct telephone number and email address.
3. Describe in detail the fee structure you propose for providing services.
4. Proof of insurance.
5. A list of potential conflicts of interests. Please explain and specify how these would be addressed.
6. A non-collusion certification as required by General Municipal Law Section 103(d).
7. A disclosure of relationships to the Town of Yorktown.

FOIL

All materials submitted in response to this RFP become the property of the Town and become public records after entering the Lease, except for information not subject to disclosure pursuant to New York State Public Officers Law, Article 6 (“FOIL”).

During the evaluation process, the content of each Proposal will be held in confidence and details of any Proposal will not be revealed (except as may be required under FOIL, other state and federal laws or which may be required by judicial decree). FOIL provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of the Proposer. This exception would be effective both during and after the evaluation process. Should the Proposer's Proposal contain any such trade secrets or other confidential or proprietary information, a request to exempt such information from disclosure must be submitted with the Proposal. Such request must be in writing, must identify the trade secrets specifically, must state the reasons why the information should be exempt from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a Proposal from disclosure have generally not been found to be meritorious and are discouraged. Limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of the Proposer. The selected respondent shall be responsible for providing legal counsel for the Town in any litigation brought to require disclosure under FOIL or other law of the selected respondent's trade secrets. The Town shall have the right to approve such counsel which approval shall not be unreasonably denied.

EVALUATION CRITERIA

In selecting the Proposer(s) with whom to commence contract negotiations, and in ultimately awarding any agreement resulting from this solicitation, the Town will choose the response that it determines, in its sole discretion, is most advantageous to the Town.

In order to determine what response is most advantageous, the Town will evaluate all responses on the basis of the criteria specified below. These criteria are not necessarily listed in order of importance. The Town reserves the right to weigh its evaluation criteria in any manner it deems appropriate. While financial terms will be a factor in consideration of the responses, it is not the sole criterion.

1. Experience and Qualifications of Proposer.

2. Financial proposal.
3. A determination that the respondent has submitted a complete and responsive response as required by this solicitation, including the non-collusion certification as required by General Municipal Law Section 103(d) and a disclosure of relationships to the Town of Yorktown.

These instructions outline the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the proposal should be submitted.

RESERVATIONS

The Town reserves the right to reject any or all proposals, or any part of a proposal, and to select the proposal deemed to be in the best interest of the Town. It is the Town of Yorktown's intention that the Contract(s) will be awarded based on a combination of qualifications and financial benefit to the Town. The Town of Yorktown reserves the right to select a proposal other than the proposal with the lowest cost, pursue some aspects of a proposal and not others, reject any and all proposals, to waive defects in the submission whether substantial or otherwise, request modifications to proposal, to award a contract in part or in full, or not at all. The Town reserves the right to re-advertise for Proposals.

PROPOSAL SUBMISSION INFORMATION

Sealed proposals must be received by the Town Clerk at the Office of the Town Clerk, Town Hall, 363 Underhill Avenue, Yorktown Heights, New York 10598 by 10:00 A.M. on January 5, 2024.

This request for proposal will be posted on the Town of Yorktown's website at www.yorktownny.org, or on BidNet Direct at www.bidnetdirect.com.

The Town is not responsible for any internal or external delivery delays that may cause the proposal to arrive beyond the deadline. To be considered, a proposal MUST arrive at the Town Clerk address specified herein and have a time stamp showing that it was submitted prior to the deadline.

No response will be accepted from, nor any agreement awarded to, any respondent that is in arrears upon any debt or in default of any obligation owed to the Town. Additionally, no agreement will be awarded to any respondent that has failed to satisfactorily perform pursuant to any prior agreement with the Town.

NO COMMUNICATIONS OF ANY KIND BY THE TOWN DURING THIS PROCUREMENT PROCESS WILL BE BINDING AGAINST THE TOWN WITH RESPECT TO THIS SOLICITATION.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this proposal, Proposer and each person signing on behalf of Proposer 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 Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by Proposer and will not knowingly be disclosed by Proposer 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 Proposer 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 Proposer cannot make the foregoing certification, Proposer 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: _____

Proposer:

(Legal name of person, firm or corporation)

By: _____
(Signature)

(Please Print Name)

(Title)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)ss

Sworn to me before this _____ day of _____ 2024

(Notary Public)

TOWN OF YORKTOWN

REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE TOWN OF YORKTOWN

Name of Proposer: _____

Address: _____

Telephone No.: _____ Fax No.: _____

The Reporting Entity is (please check one):

Individual _____ Corporation _____ Partnership _____

A.) Related Employees: Are any of the employees that you will use to carry out this contract with the Town of Yorktown also an officer or employee of the Town of Yorktown, or the spouse, or the child or a dependent of a Town officer or employee?

Yes _____ No _____

If yes, please provide details:

B.) Related Owners:

1. If you are the owner of the Company, are you or your spouse an officer or employee of the Town?

Yes _____ No _____

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used.

Interest means a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, his or her spouse, child or dependent, whether as a 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.

2. 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? Yes _____ 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.

Signature: _____ Print Name: _____
Print Title: _____

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)ss

Sworn to me before this _____ day of _____ 2024