

TOWN/VILLAGE OF HARRISON, NY
RON BELMONT, SUPERVISOR/MAYOR

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES DESIGN FOR A NEW RECREATION CENTER

AUGUST, 2017



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I. Project Overview

A. Purpose

Town/Village of Harrison is seeking consultant proposals from a qualified consultant for Professional Services for the preparation of a Master Plan/Feasibility study of a new Recreation Center. And then upon completion, Final Design Drawings and Specifications of a new Recreation Center located at 270 Harrison Avenue, Harrison, New York. This Request for Proposals (RFP) is envisioned to help the Town/Village of Harrison select a qualified and experienced consultant for the design of recreation facilities buildings.

The intent is to generally address the feasibility of salvaging the existing building versus demolishing the existing building and building an entirely new structure (or perhaps keeping some aspects or portions of the building or facade) and complete a concept design necessary to execute the vision of Harrison for a new recreation center on the site. No athletic playing fields are contemplated. Upon approval by the Town of the concept design, the selected Proposer would then move forward with a full design.

The Proposers shall demonstrate extensive experience with the design of similar type recreation facilities in accordance with the Request for Proposal (RFP) requirements included herein. The Proposer shall provide a description of similar type recreation facilities it designed (excluding playing field projects), along with photographs of the completed projects. Robust presentation of completed projects is encouraged.

The future design of any new structure needs to be sensitive to the existing architecture and materials incorporated as part of adjacent Municipal structures and the surrounding neighborhood. The project site consists of approximately .7 acres (base property size) and is in downtown Harrison within a mostly residential neighborhood to the North and West. Abutting and adjacent properties should be considered for possible inclusion into the site Master Plan. The site is also

near the Town Hall, Ma Riis Park, and other commercial areas and major transportation rail center to the South and East.

The Master Plan/Feasibility Study and future design efforts will balance the presence of varying uses and event schedules. This would include use during school days for various school grades, school holidays and other events. Uses such as a fitness room, game room, basketball courts and other envisioned activities of the new center will be reviewed. The plan development will include all the site content, including neighborhood circulation and pathways and connectivity to other parts of the Town, including access to and from the center itself. Analysis for zoning, parking (including possible underground or at grade parking possibilities), project permitting and other aspects shall also be addressed as part of this Feasibility Study. Final project program will be provided by the Town.

B. Project Organization

The proposer shall provide a project team of professionals with demonstrable experience in the design of similar recreational facility projects to undertake responsibility for all project tasks, activities, and reports. Details concerning the project team's professional's individual experience with similar recreational projects must be provided. Robust presentation of the Proposers' experience is encouraged.

C. Project Direction

Primary interface of the selected consultant with Town/Village of Harrison will be through the Superintendent of Recreation in consultation with the Town Engineer. The Superintendent, in consultation with the Town Engineer, and other appropriate staff will be responsible for the direction, review, and approval of all work as well as the program administration of the contract for compliance with, and interpretation of, scope, schedule, and budget.

In carrying out these functions, the Superintendent and Town Engineer will utilize the various departments and personnel of the Town/Village of Harrison as required ensuring the project is consistent with Town/Village of Harrison policies, procedures, and experiences.

D. Period of Performance

All proposals shall be predicated on a period of performance commencing upon award of the agreement to the selected consultant. It is anticipated that the completed schematic design options should not exceed more than four (4) months to complete. A tentative timeline must be included with the proposal.

E. Site Visit

Proposers will be permitted to examine the project site only under escort by the Town/Village of Harrison's representative at a time selected by the Town/Village of Harrison at a meeting at the Sollazzo Recreation Center, 270 Harrison Avenue, Harrison, NY 10528. Proposers shall indicate their interest in a site visit by contacting Gerry Salvo, Superintendent of Recreation, Town/Village of Harrison Recreation Department, VIA EMAIL: Gsalvo@harrison-ny.gov, with a copy to Town Engineer Michael Amodeo, VIA EMAIL: Mamodeo@harrison-ny.gov and Village Attorney Jonathan Kraut, VIA EMAIL: Jkraut@harrison-ny.gov. The site visit will allow proposers to become familiar with the existing building, site and immediate environmental context.

F. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. The Town/Village of Harrison reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Issued on or about	August 1, 2017
Pre-Proposal Site Visit	Circa- September 8, 2017
Deadline for Submittal of written Questions by Proposers	October 1, 2017
Addendum to RFP (if needed) issued by Town/Village of Harrison	October 21, 2017
Proposals Due	November 16, 2017

II. Scope of Work

A. **Project Description**

The Consultant shall be responsible for all land survey, utility identification, hazardous material testing, subsurface and soil testing, archeological study and any other professional services that are required for a complete and accurate design.

The project is subject to all Federal, State and Local laws, including but not limited to SEQRA.

The Consultant shall be responsible for conducting the environmental review for the project in accordance with the State Environmental Quality Review Act (SEQRA) and its implementing regulations 6 NYCRR Part 617. Respondents should be familiar with New York State regulations regarding environmental review.

The Consultant shall act as the Town/Village of Harrison's agent and prepare any related documentation as required in connection with the Town/Village of Harrison's responsibility for filing documents, including but not limited to, grant funding, permits, easements, SEQRA (Environmental Assessment Form), sign-offs and coordination with utilities, required for the approval of governmental authorities having jurisdiction over the Project.

General Design Requirements

The design shall be in accordance with all Federal, State, Town/Village of Harrison and local codes and regulations.

The design shall incorporate the latest energy conservation standards and utilize sustainable green methods whenever practical. When energy efficient equipment is specified, the Consultant shall provide a useful life, capital cost, and operation and maintenance cost comparison to standard equipment.

The selected Consultant shall act as the Town/Village of Harrison's agent in connection with the Town/Village of Harrison's responsibilities for complying with all permitting requirements including the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity and prepare any related documentation as required.

In addition to all the other requirements, the Consultant recognizes and understands that it is an essential element of the work that the Consultant ensure that any work it does, including but not limited to any plans, specifications, drawings, designs, management and advice, complies with the Town/Village of Harrison's policy of Best Management Practices for Water Quality Protection. Therefore, the Consultant shall, at a minimum, incorporate the New York State Department of Environmental Conservation (hereinafter "NYSDEC") technical standards for erosion and sediment control contained in the document, *New York Standards and Specifications for Erosion and Sediment Control*, as the same may be amended from time to time. In addition, the Consultant shall incorporate for the design of water quality and water quality controls (post-construction stormwater control practices), the NYSDEC standards detailed in the *New York State Stormwater Management Design Manual*, as the same may be amended from time to time. Both documents should be obtained from the NYSDEC website to insure that the Consultant has the latest versions of such documents. In addition, the Consultant shall apply these standards to ALL work done for the Town/Village of Harrison, regardless of the size of the project. For example, if the State

standards applies only to projects of 1 acre or greater and the Town/Village of Harrison's project is less than one acre, then the Consultant shall utilize the State standard for the larger project. To the extent that there is any conflict between the Town/Village of Harrison standards and the standards required by any other regulatory agency, the Consultant shall utilize the stricter standard. The Consultant shall determine if the project shall require any permits from regulatory agencies, including, but not limited to, permits that concern stormwater management. To the extent that any permits are required for the project, the Consultant shall complete the permit application and prepare the necessary information required by the permitting agency, including, but not limited to, the preparation of a Stormwater Pollution Prevention Plan.

The services to be provided comprise every professional discipline and expertise necessary to achieve the Project in the best interest of, and within the amount authorized by, the Town/Village of Harrison. The service includes attendance at meetings and conferences with the Town/Village of Harrison and local officials when necessary. Public meetings may also be required. Any submission for and acceptance must be in the standard Town/Village of Harrison format with drawings on the Town/Village of Harrison standard sized sheets at reasonable and appropriate scale. Approval shall not relieve the Professional of any of the responsibility for the professional service of the Project.

The phases required to achieve the Project are described in the Consultant Design Services Document provided. The description of each phase intends to define, but not exclude, any regular or normal service necessary to accomplish an effective, efficient and economical project within accepted requisites and standards of professional practice.

III. General Provisions

A. Statement of Rights

Please take notice, by submitting a Proposal in response to this RFP, a Proposer agrees to and understand that:

1. Any Proposal, attachments, additional information, etc. submitted pursuant to this RFP constitutes the desire and intent to negotiate with the Town/Village of Harrison and does not constitute a bid under Section 103 of the New York State General Municipal Law;
2. Submission of a Proposal, attachments, and additional information shall not entitle the Proposer to enter into an agreement with the Town/Village of Harrison for the required services;
3. By submitting a Proposal, the Proposer agrees and understands that the Town/Village of Harrison is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same; and
4. Any and all counter-Proposals, negotiations or any communications received by a Proposer, its officers, employees or agents from the Town/Village of Harrison, its elected officials, officers, Employees or agents, shall not be binding against the Town/Village of Harrison, its elected officials, officers, employees or agents unless and until the formal written agreement sought by this RFP is duly executed by both parties and approved by the Town Board of the Town of Harrison and approved by Town Attorney as to form and content.
5. All Proposals submitted become property of the Town of Harrison and will not be returned.

In addition to the foregoing, by submitting a Proposal, the Proposer also understands and agrees that the Town/Village of Harrison reserves the right, at its sole discretion, to exercise the following rights and options with the respect to this RFP:

1. To reject any and all proposals;
2. To reject Proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
3. To issue additional solicitations for proposals and/or amendments to this Request for Proposals;
4. To waive any irregularities in proposals received after notification to proposers affected;
5. To select any proposal as the basis for negotiations of a contract, and to negotiate with proposers for amendments, modifications or cost reductions to their proposals of any kind whatsoever;
6. To conduct investigations with respect to the qualifications of each proposer;
7. To exercise at its discretion and apply its judgment with respect to any aspect of this Request for Proposals, the evaluation of proposals, and the negotiation and award of any contract;
8. To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
9. To select the proposal that best satisfies the interests of the Town/Village of Harrison and not necessarily on the basis of price or any other single factor in the evaluation criteria;

10. While this is an RFP and not request for bids, the Town/Village of Harrison reserves the right, at its sole discretion, to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process;
11. The Town/Village of Harrison assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any Proposal;
12. The Town/Village of Harrison is not responsible for any internal or external delivery delays which may cause any Proposal to arrive beyond the stated deadline. To be considered, Proposals MUST arrive at the place specified herein on the Proposal due date.

B. Use of Town/Village of Harrison Documents

During the project, any documents provided to the consultant by the Town/Village of Harrison, including, but not limited to, drawings, reports and maps, whether in hard copy or in electronic form, shall remain the property of the Town/Village of Harrison and shall be returned to the Town/Village of Harrison at such time as they are no longer necessary for the completion of those elements of the scope of work of this contract for which such documents are necessary, but in no case later than the final completion of the scope of work of this contract. The Consultant shall use its best efforts to maintain the confidentiality of such documents. The Consultant shall only use such documents for the purposes contemplated in the scope of work of this contract and for no other purpose whatsoever. No information shall be provided to any third party without the prior written consent of the Town/Village of Harrison.

C. Inquiries

All inquiries regarding the Town/Village of Harrison and the proposal arising during the process of proposal preparation are to be submitted *via e-mail* no later than **October 1, 2017**.

E-mail inquiries are to be directed to:

TO: Gerry Salvo, Superintendent of Recreation

gsalvo@harrison-ny.gov

Michael Amodeo, Town Engineer

mamodeo@harrison-ny.gov

cc: Jonathan D. Kraut, Village Attorney

jkraut@harrison-ny.gov

Ronald W. Belmont, Supervisor/Mayor

mayor@harrison-ny.gov

Maureen MacKenzie, Comptroller

mmackenzie@harrison-ny.gov

The subject line for any e-mail inquiries should be formatted as follows:

"RFP INQUIRY – New Recreation Center"

No telephone inquiries will be entertained. Any oral explanations or interpretations of instructions shall NOT be binding on the Town/Village of Harrison.

D. Addenda and Supplements to Request for Proposal

In the event that it becomes necessary to revise any part of this request for proposals, or if additional information is necessary to enable the proposer to make an adequate interpretation of the provisions of this request for proposals, a supplement to the request for proposals will be provided to each proposer via e-mail.

E. Cost of Proposal Preparation

No reimbursement will be made for any costs incurred for preparation of proposals, site visits, meetings and/or interviews.

F. Contract

If the Town/Village of Harrison selects a proposal, a formal written contract shall be entered into between the Town/Village of Harrison and the successful proposer. The proposal, or any part thereof, submitted by the successful proposer, may be attached or become a part of the contract.

The contract shall not become binding until signed by both parties and approved by the office of the Town/Village of Harrison Attorney and the Town/Village Board.

IV. Proposal Requirements

A. Proposal Content and Format

This Request for Proposals is intended to provide interested consultants with an opportunity to demonstrate their past success and present ability to perform the required tasks of study, plan and design a multi-purpose recreation center. The content of the proposal should respond to information presented in this Request for Proposals. The proposal submission shall adhere to the following format; fifteen (15) hard copies of the proposal shall be supplied.

Proposal Format:

- Part A: A brief understanding of the project objectives and scope of work. This part is limited to five pages.
- Part B: A listing of recent and relevant experience in no less than six (6) similar recreational center projects (excluding playing fields projects) that includes the firm's function during those projects (prime or sub consultant, project cost, the firm's share of total project costs, etc.). Listing and detailing additional similar projects are encouraged. Three references from the above list including a contact's phone number and a address for the agency where the work was performed. A robust presentation of the Proposer's relevant past work is encouraged.
- Part C: Resumes of the key personnel of the consultant (principal, project manager and project designer only) and all sub consultants (project manager only) that will be assigned to this project, which shall include listing and summarizing experience on similar recreation projects. The resume shall indicate each employee's status with the firm (full-time, part-time, per diem, etc.) and length(s) of such employment.

Part D: Required Forms

1. Please complete, sign and submit Required Disclosure of Relationships to Town/Village of Harrison (Attachment A)
2. Certificate of Authority (Attachment B)
3. Insurance Requirement (Attachment C)

In addition, after the proposals have been submitted to Town/Village of Harrison, interviews with the most qualified responsive parties may be scheduled. Each party may be expected to make a formal presentation on the content of its proposal and its ability to undertake the required work, such presentation must include specifics on similar recreational facility projects completed by the Proposer.

B. Proposer Qualifications

An individual must be duly licensed in New York State to provide professional engineering or architectural services. An entity providing engineering services and practicing as a corporation, limited liability company, limited liability partnership, partnership or joint enterprise must also have a certificate of authorization issued by the New York State Education Department to provide professional engineering services in the State of New York. Proposer firm must demonstrate experience at design of no less than six (6) similar recreation facilities. However, greater experience shall be viewed favorably and demonstration of the Proposer's experience is strongly encouraged.

C. Professional Liability and Other Insurance Coverage

All proposals shall include a statement by the proposer and its sub consultants, if any, concerning professional liability for negligent acts, errors and omissions and any other insurance coverage that would protect the Town/Village of Harrison from loss or harm should the proposal be accepted. The standard insurance provisions are indicated in Attachment C.

D. Proposals to be in Effect

Each proposal shall state that it is valid for a period of one hundred eighty (180) calendar days from the date of submission.

E. Signature Requirements

Proposals must be signed by a duly authorized official(s) of the proposer. Consortia, joint ventures, or teams submitting proposals, although permitted, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or one legal entity which shall not be a subsidiary or affiliate with limited resources and that each firm has the requisite past experience with similar multi-purpose recreational center projects. Each proposal should detail the entity responsible for contract execution on behalf of the proposal team.

F. Scope of Services

The following is an outline of the Professional Services that the Town of Harrison requests to address its program. The services of a consultant team shall include at minimum, architectural, structural and mechanical engineering, civil engineering and landscape architecture for a complete recreational project, with demonstrable experience in at minimum six (6) recreational projects of similar scope and with similar components (excluding playing fields projects). However, greater experience shall be viewed favorably and demonstration of Proposer's experience is strongly encouraged.

At minimum, the program shall include a regulation high school basketball court with the ability to segregate into smaller courts. Meeting/activity rooms, fitness center, staff offices, storage, changing rooms, rest rooms and other amenities typically found in recreation centers.

Fixed Fee proposals shall be submitted for each phase of work:

1. Phase 1 – Pre-Design Services

- This phase begins with the Professional Team (PT) conducting a review meeting with the Town of Harrison's authorized representatives to confirm their goals and project program. This meeting is not only to outline the specific program needs and spatial requirements, but also to discuss the general and overall architecture, finishes etc.
- The Town of Harrison with the assistance of the Professional Team shall provide a written program outlining the spatial requirements, use etc. for the property. Additionally, an overall project budget shall be provided by the Town to present the overall and specific project cost requirements.
- The Architect will field measure and photograph the building and prepare a set of existing condition floor plans and exterior elevations and shall serve as a basis for planning and design services.
- The existing HVAC, plumbing, electrical and structural systems will be observed by the project engineers for their abilities to accommodate any alterations or expansion should the existing building be determined to remain and be reused.
- The Town of Harrison shall provide any existing survey map to include topography, utilities etc. or request the Proposer to obtain one.
- Architect shall prepare a zoning analysis based upon Town zoning ordinance to outline the zoning requirements.
- Upon completion of Phase 1, all information shall be compiled into a bound report submitted and presented to the Town/Village Board. The report shall include an Executive Summary, Programming Requirements, Project Scope, possible Construction Phasing, Preliminary Plans, potential Design/Construction Schedule, and Cost Estimate. In the appendix, any Minutes of Meetings, surveys or other such items will be included.

- A PowerPoint Presentation or Presentation Boards will be provided, as part of the base fee.

2. Phase 2 – Schematic Design

Based upon review of the project program identified in Phase 1 services, the Professional Team shall prepare a schematic design to illustrate the design intent of the project:

- Preparation of a schematic design in a sketch format will include a site plan and floor plans of the design and or additional alternative options for review and comment by the Town. Sketches of exterior designs may also be presented. Alternative plans must be presented to provide design options for the Town's consideration. These shall include alterations which include abutting and contiguous properties and consider all reasonable parking areas.
- Professional Team shall conduct design review session meetings with the Town to review the initial design and discuss any comments, requests and/or combine two or more plans to meet the project program.
- Following the Town's selection of the initial design, the Professional Team shall prepare a final set of schematic design documents to include floor plans, exterior elevations and site plan.
- Professional Team shall further define previously prepared zoning analysis based on the final design and will consult with the Town departments to confirm zoning compliance and ascertain if any approvals are required.
- A statement of estimated construction costs, with supporting detail, will be submitted at this time.

Pending Town authorization and based upon its approval of the Schematic Design and its decision to proceed with the project, the following services shall be provided.

3. Phase 3 – Design Development

- The drawings must include site plan, floor plans, elevations, building sections and an outline specifications of materials.

- The designs of exterior elevations must be rendered and colored for presentation to the Town and for future municipal approvals.
- The Professional Team will advise the Town as to other required consultants that need to be retained, if any.
- The Architect shall coordinate the designs with the Professional Team structural, mechanical and civil engineering consultants and shall act as the point of contact for the Town on all matters pertaining to the design. They will prepare similar documents for each engineering discipline outlining the necessary construction requirements for the structural, HVAC, plumbing and electrical systems, and site engineering.
- A further refined statement of estimated construction costs will be prepared based upon the developed documents.

4. Phase 4 - Approvals

- The Professional Team will be responsible for securing all Town of Harrison and other governmental planning approvals necessary for this project. The services include Civil Engineering and Landscape Architecture. Services with other consultants are not included but the Professional Team shall be available to assist in the preparation of applications and with environmental documents.
- The Professional Team shall be available to present designs and presentation drawings to the Town approval boards.

5. Phase 5 – Construction Documents

Based upon the design development documents and authorization to proceed by the Town, the Professional Team shall prepare a set of Construction Documents to include drawings and specifications to illustrate the intent of the project.

- The drawings shall include all floor plans, exterior elevations, sections and a specification.

- The drawings shall include structural engineering. Should the need for a special foundation (i.e. grade beams, piles, structural slab, etc.) be required and separate cost estimate for those services must be submitted and approved before any further work is done.
- The drawings will include a complete electrical, plumbing, HVAC, Civil Engineering and Landscape Architecture plans and specifications.
- The drawings and specifications must be code compliant and will be used to solicit bids, obtain any needed building permits by the contractor and to construct the project.

6. Phase 6 – Bidding

The Professional Team shall administer the bidding and contract negotiation process in cooperation with the Town with prospective contractors during the bid phase. Upon receipt of the bids from the Town, the Professional Team will analyze and advise the Town on each submission and prepare a recommended awardee.

7. Phase 7 – Construction/Contract Administration

The Professional Team will provide administration services of the contract during construction. Services are to include both field and intra-office administration.

- Shop drawing reviews, material submissions, review of substitutions/changes and field visits (minimum of once per week) to verify construction is proceeding timely and in accordance with the design.
- Progress inspections
- Certification of completed work
- Review all contractor requests for payments and advise the Town of the approved amounts.

8. Reimbursable Expenses

- All proposals must include an estimate of reimbursable expenses.

G. Proposal Submission

All respondents are required to submit **one (1) original proposal fourteen (14) copies and an identical electronic copy** that must be received no later than **4:00 p.m. on November 16, 2017**.

The Town reserves the right to extend this date unilaterally.

The original proposal and all attachments shall be submitted in a sealed envelope and should be addressed as follows:

Maureen MacKenzie
Purchasing Department
One Heineman Place
Harrison, NY 10528

The identical electronic copy shall be submitted as a single "pdf" file, named as follows:

"Proposal – New Recreation Center (*Proposer's Name*).pdf"

and shall be provided on a thumb drive or other suitable media drive.

"Proposal – New Recreation Center (*Proposer's Name*)"

Any materials received at a later time and/or date will be judged non-responsive. The Town/Village of Harrison is not responsible for any internal or external delivery delays that may cause any proposal to arrive beyond the stated deadline. To be considered, proposals must arrive at the place specified herein and be time stamped prior to the deadline.

H. Freedom of Information Law

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this request for proposals may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret.

Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall

- a) Insert the following notice in the front of its proposal:

NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contain technical or financial information which are trade secrets or information for which disclosure would result in substantial injury to the proposer's competitive position. The proposer requests that such data be used only for the evaluation of this proposal, but understands that the disclosure will be limited to the extent that the Town/Village of Harrison considers proper under the law. If the Town/Village of Harrison enters into an agreement with this proposer, the Town/Village of Harrison shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.

- b) Clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page:

The proposer believes that this information is protected from disclosure under the state freedom of information law.

The Town/Village of Harrison assumes no liability for disclosure of information so identified, provided that the Town/Village of Harrison 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, except portions "Protected from Disclosure", which is accepted by the Town/Village of Harrison may become part of any agreement resulting from this request for proposal.

I. Non-Collusion

The proposer, by signing the proposal, hereby warrants and represents that any ensuing agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New York and the Town/Village of Harrison, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement 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/Village of Harrison employee, officer or official.

J. Avoidance of Conflict of Interest

All proposals shall contain an affirmation that the proposer, its employees, and sub consultants, if any, will not seek to participate in this project, either directly or indirectly, except in accordance with the definitive terms of this Request for Proposal or those which may be sequel to it.

K. Prohibited Interest of Members, Officials, or Employees of the State of New York, the Town/Village of Harrison and Local Public Bodies

No official, employee, or member of a governing body of Town/Village of Harrison, New York State, or a local public body having jurisdiction within Town/Village of Harrison, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof during his or her tenure or one year thereafter. The award of a contract is subject to provisions of all Federal, State and Town/Village of Harrison laws. All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the Town/Village of Harrison . Further, all firms must disclose the name of any Town/Village of Harrison employee who owns, directly or indirectly, an interest in the firm or any of its subsidiaries or affiliates.

L. Disclosure of Relationships to Town/Village of Harrison

The form entitled "Required Disclosure of Relationships to Town/Village of Harrison" attached hereto as Attachment A must be completed before award of the contract.

M. Criminal Background Disclosure Requirements

If the Town/Village of Harrison selects a proposal, then the successful proposer awarded a contract shall be required to complete a Criminal Background Disclosure.

N. Non-Discrimination Policy

In connection with this proposal, the proposer, its employees, its sub consultants, if any, or any other person acting on its behalf shall not discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in the connection with any resulting contract.

The proposer will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The successful proposer shall furnish all necessary information and reports and shall permit access to its books, records, and accounts by the Town/Village of Harrison for purposes of investigation to ascertain compliance with the provisions of any resultant contract.

O. Sexual Harassment Policy

As with discrimination involving race, color, religion, age, sexual orientation, disability, and national origin, Town/Village of Harrison also prohibits sex discrimination, including sexual harassment of its employees in any form. The Town/Village of Harrison will take all steps necessary to prevent and stop the occurrence of sexual harassment in the workplace.

- a. This policy applies to all Town/Village of Harrison employees and all personnel in a contractual relationship with the Town/Village of Harrison. Depending on the extent of the Town/Village of Harrison's exercise of control, this policy may be applied to the conduct of non-Town/Village of Harrison employees in the workplace.
- b. This Sexual Harassment policy includes, but is not limited to, inappropriate forms of behavior described by the Equal Employment Opportunity Commission.

Sexual advances that are not welcome, requests for sexual favors, and other verbal or physical conduct of sexual nature constitutes sexual harassment when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions, such as promotion, transfer, or termination, affecting such individuals; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating intimidating, hostile or offensive working environment.

Sexual harassment refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with an employee's work performance and effectiveness or creates an intimidating, hostile or offensive working environment.

P. Proposer Certification

Proposals shall include the certification annexed hereto fully executed by the proposing entity.

V. Factors for Selection

A. General

Selection will be based upon the qualification of the proposer, its ability to satisfy the project requirements, schedule and approach as described in the proposal. The Town/Village of Harrison reserves the right, at its sole discretion, to reject any and all proposals and to waive minor irregularities. The Town/Village of Harrison also reserves the right to select any proposal as the basis for negotiating a contract; to exercise its discretion and apply its judgment with respect to any aspect of this request for proposals; the evaluation of proposals and the negotiation and award of any contract; and to weigh its evaluation criteria in any manner it deems appropriate.

B. Selection Procedures

Proposals will be evaluated by representatives from the Office of the Supervisor/Mayor, Town Board, Town/Village of Harrison, the Recreation Department, Law Department, Town Engineer and Department of Public Works. Respondents may be required to make an oral presentation of their proposal.

C. Proposal Evaluation

Proposals will be evaluated using the following criteria:

1. Responsiveness to the Request for Proposals.
2. Demonstrated understanding of the Project Objectives and Scope of Work.
3. Recent and relevant experience in similar projects.
4. Demonstrated reliability to perform and manage projects of the nature described herein.
5. Qualifications and relevant experience of the consultant team.
6. Cost-effectiveness of the proposal.
7. Staffing Table.

8. Schedule.

Evaluation criteria are not necessarily listed in order of importance. The Town/Village of Harrison reserves the right to weigh its evaluation criteria in any matter it deems appropriate.

D. Past Performance on Town/Village of Harrison Projects

Consultants who have successfully executed their contractual obligations on previous projects not limited to delivery of on-time and on-budget professional services and/or projects; meeting project milestones, successful coordination of consulting engineers, and rigorous responsiveness to Owner's interests, enhance their opportunities to qualify for additional Town/Village of Harrison projects.

VI. Attachments

- A. Required Disclosure of Relationships to Town/Village of Harrison
- B. Certificate of Authority
- C. Insurance Requirements

Attachment A

Required Disclosure of Relationships to Town/Village of Harrison

The proper operation of the government requires that its officers and employees be independent, impartial and responsible to the people of Harrison; that public office not be used for personal gain; that public officers and employees maintain the highest standards of morality and discharge faithfully the duties of their office, regardless of personal consideration; and that the public has confidence in the integrity of its government and the officers and employees thereof. In recognition of these goals, kindly disclose all business and or personal relationships with Town officials or employees.

Name(s):

Nature of relationship(s):

Date: _____

Signature: _____

Title: _____

Organization _____

Attachment B

CERTIFICATE OF AUTHORITY
(Corporation)

I, _____ certify that I am the
(Officer other than officer signing contract)

_____ of the

(Title) *(Name of Corporation)*

a Corporation duly organized and in good standing under the

_____ named the forgoing
(Law under which organized, e.g., the New York Business Corporation Law)

Agreement; that _____ who signed said Agreement
(Person executing Agreement)

on behalf of the _____ was, at the time of execution
(Name of Corporation)

_____ of the Corporation and that said Agreement was
(Title of Person Executing Agreement)

duly signed for on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER): ss

On this ____ day of, 20__, before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

NOTARY PUBLIC

Attachment C

**Town of Harrison
Village of Harrison**

Insurance Requirements

General

All certificates must include Policy Numbers.

The policy must be in effect for at least one (1) year, the period includes the time for work/performance.

All certificates must include a Description of Operations and location(s).

Liability Insurance

Additional Insured must name The Town of Harrison and Village of Harrison.

All insurers must be licensed to do business in the State of New York.

The cancellation period must be at least 10 days with Certified Mail-Return Receipt Requested notice.

i.e "The Town of Harrison and Village of Harrison are named as additional insured. 30 day notice of cancellation applies. Insured licensed to do business in the State of New York."

Certificate Holder must list the Town of Harrison and Village of Harrison.

Town of Harrison
Village of Harrison
1 Heineman Place
Harrison, NY 10528

General Liability must be at least \$1,000,000; Property, 500k/500k, Bodily - \$2,000,000; Aggregate; Auto Liability must be at least \$1,000,000.

Worker's Compensation and Disability Benefits

Worker's Compensation and NYS Disability Benefits Law (DBL) as required by New York State.

A separate certificate must be submitted for Worker's Compensation and Disability.

Please list:

Town of Harrison
Village of Harrison
1 Heineman Place
Harrison, NY 10528

Errors & Omissions Insurance

In an amount no less than \$2,000,000.00