



LONG ISLAND REGIONAL PLANNING COUNCIL



Solicitation of Competitive Proposals Incorporated Village of Patchogue Revitalization Economic Impact Analysis

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Proposal Due: October 30, 2017

Part I: Introduction and Overview

The Long Island Regional Planning Council (“LIRPC” or the “Council”) is a New York State municipal corporation, established under New York State General Municipal Law §239-h and Nassau County Ordinance Number 129-2007 and 115-2008 and Suffolk County Ordinance Number 636-2005 and 1097-2007 (collectively, the “Enabling Laws”).

The Council’s mission is to represent the various interests and needs of Long Islanders in providing education, research, planning, advocacy and leadership for the Nassau-Suffolk Region on important issues affecting the quality of life on Long Island for the express purpose of promoting the physical, economic, and social health for the Region.

Part II: Project Objectives

The Incorporated Village of Patchogue has been recognized as one of the most progressive villages on Long Island. The Downtown Patchogue Redevelopment has been designated as a “Project of Regional Significance” by the Long Island

Regional Planning Council. It has been recognized as a model of redevelopment by Suffolk County, the Long Island Index, the Long Island Housing Partnership, Sustainable Long Island, the Regional Planning Association and Vision Long Island.

From 2004 through 2016, Patchogue has received \$55 million dollars of federal, state and county grants for infrastructure, development and building improvements. These grants have helped to bring \$400 million dollars of private investment to the Village. Businesses have continued to flock to the Village and there are many new projects on the horizon. The Village is a model for transit oriented development and a success story for Smart Growth on Long Island. The LIRPC is inviting proposals from qualified consultants to analyze the economic impacts associated with the redevelopment of the Incorporated Village of Patchogue.

In particular, the analysis will include:

- A. The economic impacts associated with the construction that has taken place, including temporary and permanent job creation.
- B. The ongoing economic impacts related to spending occurring within the Incorporated Village of Patchogue boundaries and spending by visitors to locations within the Incorporated Village.
- C. Sales tax generated by the redevelopment of the Village.
- D. A projection of the economic impact of projects and parcels to be developed over the next three years.
- E. Documentation of the increase in assessed value of properties within the Village.
- F. Economic impact of multifamily development on the local school district including additional revenue to the school district and additional enrollment in the school district.

Part III: Proposal Submission Instructions

Proposals should be concise and include, but not limited to: (i) the proposer's methodology for completing the project; (ii) a list of personnel, with accompanying resumes, to be devoted to the project; (iii) timing of the project and completion date. Proposals must include a list of projects, with supporting reference and contact information for clients for whom the proposer has completed related work. In addition, proposers will be required to complete and submit a "Business History Form", provided by the LIRPC, as part of this

Notice/Solicitation. Proposals must not only set forth in detail the tasks to be undertaken by the proposer, but also the assistance the proposer will need from the LIRPC for the timely completion of the project. Proposers should identify any portions of the proposal that are confidential or proprietary. Specifically, proposers should identify any portions of materials that they wish to be exempt from disclosure under applicable law, including but not limited to the New York State Freedom of Information Law (“FOIL”), and should separate information deemed non-confidential, proprietary, trade secrets, or FOIL-exempt material from the non-confidential sections of the proposal. In the event that LIRPC determines that the law requires that confidential information be disclosed, LIRPC will notify the proposer so that it may take whatever steps it deems appropriate.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and four (4) copies of the proposal and one electronic copy in a PDF format on a USB drive, together with all attachments, must be submitted to the LIRPC in a sealed envelope, no later than 4:00 p.m. on October 30, 2017. Any late proposals will be returned unopened. Proposals received after the above date will not be considered.

The LIRPC shall not be responsible for any costs for preparation or submittal of proposals. The LIRPC shall not be required to award this contract to any proposer should it, in its sole discretion, determine such proposal (s) to not be in the best interest of the LIRPC or Nassau and Suffolk Counties.

The LIRPC is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission or email has been sent to her attention. All inquiries and questions must be submitted five days prior to the due date. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

**Elizabeth Ridge Cole, Deputy Executive Director
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No contact with any other LIRPC, Nassau County or Suffolk County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. Violation of these provisions may result in immediate disqualification.

As an attachment, provide a clear cost proposal for the project broken down by task. All proposals must state the period for which the proposal shall remain in effect (i.e. How much time does the LIRPC have to accept or reject the proposal under the terms proposed.) Such period shall not be less than 180 (one hundred eighty) days from the proposal date.

Please also provide:

- An overview of your billing and expense practices.
- An overview of what is considered billable, not-billable, and out of scope given the objectives.
- Proposed billing and invoicing processes (e.g. progress payments, milestone, weekly, monthly, etc.)
- Indicate if the proposal includes work in separate phases or sections. If so, provide separate sections identifying costs for each of the proposed phases and describe the proposed work that would be accomplished in each of the phases.
- Specify how your company proposes that costs be billed to the Council (e.g. actual expenses (time and materials), flat fee, capped, not-to-exceed, etc.)

Part IV: Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the proposer responds to and meets all of the requirements of this RFP. Proposers may be invited for interviews to discuss project requirements and proposal elements in more detail. The LIRPC reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the LIRPC's sole judgment, the best interests of the LIRPC will be served. The LIRPC will evaluate each proposal and use the following criteria for ranking each submission:

- Project understanding and demonstrated capability in the preparation of comparable reports, specifically projects on behalf of similar areas.

- Price and methodology of fee proposal for all services; including a detailed proposal that includes hourly rates for all staff to be assigned to the project as well as rates for reimbursement.
- Work plan and technical approach.
- Qualifications and experience of project personnel.
- Proven ability to work with the project sponsor and complete the project requirements within the projected time frame.

Part V: General Information

1. **Incurring Cost.** The LIRPC shall not be liable for any costs incurred in the preparation and production of a proposal in response to this Request for Proposals (“RFP”) or for any work performed prior to the issuance of a contract.

2. **Rejection of Proposals.** This RFP does not commit the LIRPC to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the LIRPC reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The LIRPC reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the LIRPC to do so. The LIRPC may require the Proposer selected to participate in negotiations and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested materials.

4. **Contract Negotiations.** The LIRPC intends to enter into contract negotiations with the firm or firms selected by its RFP Evaluation Committee. The successful proposer shall be required to enter into a written contract with the LIRPC in a form approved by legal counsel for the LIRPC. The contract usually includes, without limitation, the standard clauses set forth in Appendix “A” attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the contract. The contract may contain provisions not contained herein.

The LIRPC reserves the right to negotiate the terms and conditions of the contract with the selected proposer (s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor shall constitute the LIRPC's acceptance of the proposal or a binding commitment on behalf of the LIRPC to enter into a contract with such vendor, as any binding agreement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, the LIRPC shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the LIRPC shall also have the right to terminate the agreement.

5. **Additional Information.** The LIRPC may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the LIRPC from a price and technical standpoint. However, the LIRPC reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers.
6. **Disclosure of proposal contents.** The LIRPC will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to FOIL. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination.** By submission of its offer, the Proposers certify (and in case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to the award, directly or indirectly, to any other Proposer or competitor; and

C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and

D. No elected or appointed official or employee of the LIRPC shall benefit financially or materially from this contract. The LIRPC may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee

8. **Ownership of Information.** All materials submitted in response to this RFP will become the property of the LIRPC.
9. **Examination of Records.** In submitting a proposal, the successful Proposer agrees that the LIRPC shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the LIRPC's acceptance of proposal.
10. **Subcontracting.** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work and provide full disclosure of the entire consultant team at the time of submittal of a proposal. The Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any rights and obligations thereunder without the prior written approval of the LIRPC.
11. **Negotiated Changes.** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer.** The LIRPC and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the LIRPC does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for

technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.