

LONG ISLAND REGIONAL PLANNING COUNCIL

Request for Proposals

Long Island
Quality of Water Integrated Data System
Data Management Project
(LIQWIDS)

Release: March 9, 2020

Due: April 20, 2020

A PROJECT OF THE
LONG ISLAND NITROGEN ACTION PLAN (LINAP)

NYSDEC, LIRPC, SUFFOLK & NASSAU COUNTIES

<http://www.NYSDEC.ny.gov/lands/103654.html>

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NOTICE OF REQUEST FOR PROPOSAL

- Project Name:** Long Island Quality of Water Integrated Data System (LIQWIDS)
Data Management
- Agency:** Long Island Regional Planning Council
1864 Muttontown Road
Syosset, NY 11791
516-571-7613
- Project Intent:** The Long Island Regional Planning Council (LIRPC) is seeking proposals for a consultant to provide direct assistance, coordination, and administration for *the Long Island Quality of Water Integrated Data System (LIQWIDS)*. LIQWIDS is a multi-faceted system, designed by the U.S. Geological Survey, which provides a custom, map-based user interface for sharing ambient water quality data in a format that allows local stakeholders to visualize their data along with all other available data. LIQWIDS is linked to the U.S. Environmental Protection Agency Water Quality Portal, which is a repository for data submitted through the Water Quality Exchange. Stakeholders include Nassau and Suffolk counties, estuary programs, academic institutions, water quality monitoring groups, environmental organizations, NYS Department of Environmental Conservation (NYSDEC), LIRPC and other interested parties.
- The contractor shall perform the tasks outlined in the scope of services as described in Section 3 of this RFP as a consultant to the LIRPC in a collaborative relationship with staff of the LIRPC and the NYSDEC to ensure the timely and satisfactory completion of the project. The LIRPC will utilize a best value selection process to ensure optimum quality, cost and efficiency among the responsive and responsible firms.
- Release Date:** March 9, 2020
- Proposal Due:** April 20, 2020
- Submission to:** Elizabeth Cole
Deputy Executive Director
Long Island Regional Planning Council
(516) 571-7613
ecole@lirpc.org
- Technical Contacts:** Kyle Rabin, Program Manager, Long Island Nitrogen Action Plan
516-571-7613
Krabin@lirpc.org
- Daniel Kendall
Daniel.kendall@dec.ny.gov
New York State Department of Environmental Conservation

1 PROPOSAL SUBMISSION

1.1 Submission Requirements

1.1.1 Proposal Content

All proposals shall include at least the following sections: 1) Project understanding, 2) Detailed scope of services, technical approach, and description of deliverables, 3) Firm/team qualifications and related projects, 4) Project personnel including resumes, 5) Project schedule, and 6) Cost proposal. Proposals should be limited to 25 pages.

1.1.2 Proposal Deliverables

Proposers should submit one original and two copies of the proposal and one electronic copy in PDF format on a USB drive to the LIRPC. Proposals must be signed by an individual authorized to bind the proposer to all commitments made in the proposal. The cost proposal shall include a detailed budget including:

- Completed [Attachment A -Business History Form](#)
- Team members billing rates by level and/or experience
- Overview of what is considered billable, not-billable, and out of scope given the objectives
- Proposed billing processes (*e.g.* progress payments, milestone, weekly, monthly, etc.) and methodology (*e.g.* actual expenses (time and materials), flat fee, capped, not-to-exceed, etc.)

1.2 Amendments, Inquiry Responses, and Contact with the LIRPC

Requests for information pertinent to the preparation and submission of proposals and the procurement process are to be emailed to: Elizabeth Cole, Deputy Executive Director, ecole@lirpc.org no later than April 13, 2020.

Amendments and responses to questions will be posted on the LIRPC website within five business days of receipt of the inquiry.

No other contact with the LIRPC concerning this RFP is permitted until an award (or awards) has (have) been made. Violation of this provision may result in immediate disqualification.

Persons or firms obtaining the RFP documents from sources other than the LIRPC are solely responsible for obtaining any amendments, addenda, and responses to questions regarding the RFP.

1.3 Due Date

LIRPC is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct responses, questions and any other communications to the following authorized contact person: Elizabeth Cole, Deputy Executive Director at [Ecole@lirpc.org](mailto:ecole@lirpc.org)

To be considered, proposals and all attachments must be received by the submission contact person, on or before April 20, 2020. Amendments to proposals shall be allowed only if the amendment is received prior to the response deadline. No amendment or change shall be accepted after the response deadline.

1.4 Incurred Cost

All costs incurred in the preparation, submission, and/or presentation of a proposal to the Selection Committee or others, including, but not limited to the respondent's travel expenses to attend an interview or contract negotiation session, reproduction and delivery expenses, shall be the sole responsibility of the proposer.

1.5 Non-Committal Clause

This RFP does not commit the LIRPC to award a contract, pay any costs incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services or supplies. The LIRPC reserves the right to accept or reject any or all proposals received in response to this RFP, to negotiate with all qualified sources, or to cancel, in part, or in its entirety this RFP if it is in the best interest of the LIRPC or its LINAP project partners to do so.

1.6 Reserved Rights of the LIRPC

To enable the LIRPC and its LINAP project partners to acquire services at the lowest price or best value from responsible and responsive offers, the LIRPC reserve the right to:

1. Define requirements to meet LIRPC and its LINAP project partners needs and to modify, correct and clarify requirements at any time during the process provided the changes are justified and maintain fairness in contracting with the business community;
2. Request additional data or oral discussions or presentations in support of written proposals from any or all of the proposers;
3. Make on-site visits to the proposer's place of business to assess and/or evaluate proposer's qualifications;
4. Accept and/or reject any or all proposals, and waive technicalities or portions of the proposals in the best interest of the LIRPC and its LINAP project partners;
5. 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.
6. Contract with the vendor that best meets the requirements of the RFP and not necessarily with the lowest cost proposer;
7. Require the selected proposer to participate in negotiation and to submit any price, technical, or other revisions, as may result from negotiations;
8. Establish terms and conditions which must be met by all proposers and/or, where permitted by the solicitation, eliminate mandatory requirements that are not met by any proposer;

9. Establish, where permitted by the solicitation, conditions under which the contract scope can be expanded and criteria for price increases or decreases during the contract period;
10. Consider every offer as firm and not revocable for a period of up to 120 days from the proposal opening or such other period specified in the solicitation. After the 120th day, or other specified period, an offer may be withdrawn in writing;
11. Have the option to require a bond or other guarantee of performance, and to approve the amount, form, and sufficiency thereof.

1.7 Proprietary Material and Confidentiality

The contents of each firm's proposal will be held in strict confidence during the evaluation and selection process. Firms may request that portions of their proposal be considered proprietary and not subject to disclosure under the Freedom of Information Law (FOIL). Proposers should separate information deemed proprietary or FOIL-exempt from non-confidential sections of the proposal. Should the LIRPC determine that the law requires disclosure of confidential information, the LIRPC will notify the proposer so that it may take appropriate steps. Ownership of all data, written materials, and documentation originating and prepared for the LIRPC pursuant to this RFP shall belong exclusively to the LIRPC and will not be returned.

1.8 Independent Price Determination

By submission of its offer, the proposer certifies that, in connection with this procurement:

1. Proposed prices 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;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposers prior to award, directly or indirectly, to any other proposer or competitor;
3. 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;
4. 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.

1.9 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 seven years after final payment has been made pursuant to any contract awarded because of the LIRPC's acceptance of a proposal.

1.10 Subcontracting

The proposer will be responsible for the entire contract performance. The proposer must indicate in the RFP if it intends to use a subcontractor 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 subcontractor 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 to be performed by the subcontractor must be included. The proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the LIRPC.

1.11 Negotiated Changes

Should negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

1.12 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 facets of this RFP once it has been downloaded or printed from any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the LIRPC or other website on which this RFP may be posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

2 CONTRACTOR SELECTION

2.1 Selection Committee

A Selection Committee will be formed and made up of staff and advisors to the Long Island Regional Planning Council (LIRPC), New York State Department of Environmental Conservation (NYSDEC), and individuals with technical knowledge relevant to the project. Proposals will be provided to each Selection Committee member for review.

2.2 Review and Ranking

Members of the Selection Committee shall independently rank the proposals based on the following technical criteria: 1) project understanding, 2) work plan and technical approach, 3) experience and related projects, and 4) project personnel. The top-ranked proposers will be contacted for an interview.

Following the interview, the Selection Committee will rank the interviewed proposers by considering all submitted material plus interview results and proposed cost and will make a final recommendation to the LIRPC. The LIRPC will select an awardee and send a notice to all proposers regarding the results of the selection process.

3 SCOPE OF SERVICES

3.1 Introduction

3.1.1 Background

This project is a part of the Long Island Nitrogen Action Plan (LINAP), a multiyear effort funded by New York State and managed by the New York State Department of Environmental Conservation (NYSDEC) and the LIRPC to: 1) assess nitrogen pollution in Long Island waters, 2) identify sources of nitrogen to surface waters and groundwater, 3) establish nitrogen reduction endpoints, 4) develop an implementation plan to achieve reductions.

Throughout Long Island, water quality data necessary for making important resource management and regulatory decisions exist in various forms and with different degrees of accessibility. Data collected by Federal, State, and local government agencies are mostly publicly available; however, not all are readily accessible via an electronic database/repository that can be remotely queried. The NYSDEC, through the LINAP, has identified the need for a single portal by which users, both public and regulatory, can access all available data via an interactive mapper and further interrogate the data with web-based tools.

As a result, the Long Island Quality of Water Integrated Data System (LIQWIDS) has been developed. LIQWIDS is a multifaceted system, designed by the United States Geological Survey (USGS), which provides a custom, map-based user interface for sharing ambient water quality data in a format that allows local stakeholders to visualize their data along with all other available data. The stakeholders include NYSDEC, LIRPC, officials from Nassau and Suffolk Counties, USGS, South Shore Estuary Reserve, Peconic Estuary Partnership, Long Island Sound Study, environmental groups, academic institutions, water quality monitoring groups and other interested parties.

Water quality data will be pulled from existing online databases through web services and dynamically linked, rather than incorporated, into a new database as to avoid duplicating databases. In cases where monitoring data without sensitive components/information exists but is not available through a web-service link (for example, Suffolk County Department of Health, Office of Ecology), the consultant and USGS will work with the United States Environmental Protection Agency (EPA) to provide training and assistance to get an account established in order to upload these data to the EPA Water Quality Exchange (WQX). LIQWIDS has been designed to link to the EPA Water Quality Portal (WQP), which is a repository for data submitted through WQX. [WQX is the mechanism for data partners to submit water monitoring data for public dissemination. WQP is the mechanism for anyone to retrieve water monitoring data from EPA WQX.]

The LIQWIDS data system will leverage WQX and WQP to store, manage, and query most chemical, physical and microbiological water quality data, allowing resource managers to access data in a user-friendly interface. Table- and field-based validation are enforced before any data can be inserted into the database to help quality-assure data entry. New data will be checked by automated validation steps to ensure completeness of record (data and metadata). Attributes in the LIQWIDS data system will allow

for select sensitive data and metadata to be flagged and not accessible via the public mapper and interface.

3.1.2 Objectives

In coordination with the LIRPC and the NYSDEC who will set work priority, the consultant will provide direct assistance along with overall coordination, administration and short and long-term planning for assisting entities with preparing their water quality data for uploading to USEPA's WQX. This will also include data developed by entities for a period of five calendar years immediately prior to execution of the contract. The consultant will then take possession of data ready for uploading and perform all steps necessary to assure the data is accurately uploaded to WQX.

3.2 Scope of Work

Receipt of Data Sets:

1. The consultant will provide the appropriate data template from WQX for the data providers to submit the data to the consultant for uploading. The template will be in Excel format.
2. Each data provider will prepare their data sets in accordance with the data template and email them to the consultant or deliver them by other agreed upon means.
3. Consultant will assist data providers where necessary in preparing the data sets in accordance with the data template. This includes but is not limited to developing tools for importing data into the data template.

Testing and Feedback:

The consultant will test and provide feedback on bug fixes and verify the functionality when adjustments and changes are made to the system.

Tracking Data Submittal:

Consultant will track each data set received in a basic tracking software, spreadsheet, database or program, including specific parameters, who submitted the data, date when the data set was submitted, date of successful import or failure of importing the data set, any errors and how they were resolved, and any other pertinent information related to the status of the data set.

Dataset Review and Data Import:

1. After receipt of data, consultant will perform an initial review of each data set for errors, valid values, unit of measures and data type. The consultant will need some knowledge of the type of data being reviewed. The consultant is expected to assist the data providers in correcting errors and with resubmitting the corrected data set.
2. Review data for sensitive data/fields and ensure those are flagged appropriately (if not already included as part of the data template and/or processing).
3. After review of the datasets, consultant will upload datasets to the EPA WQX database.
4. When one or more upload errors occur, consultant will review the conditions that caused the data upload process to fail. Whether the consultant uploads a clean dataset or prepares

to request a resubmission for a dataset that requires revision, it should be cataloged in the datasets tracking software. After errors are corrected consultant will resubmit data to WQX and repeat this process until data is uploaded successfully.

5. Enter in the tracking software whether the upload is successful or the conditions preventing the upload.

Communication with data provider, the LIRPC and NYSDEC:

1. Receipt of data submission: Sometimes, in the initial e-mail message with the dataset, data providers request a receipt confirming that we have received their data. In such cases, the consultant should respond accordingly.
2. Resubmission request: When, for whatever reason, the consultant requires further revision of a dataset from a data provider, the consultant will inform the data provider of the conditions causing the failure and work with the data provider to correct such conditions.
3. Confirmation of the successful upload of data: In cases where the consultant successfully uploads data to the WQX, the data provider should be informed as such.
4. On a monthly basis, consultant will use tracking information to provide a summary report to the LIRPC and the NYSDEC about the number of datasets uploaded, number rejected, any pattern of upload failure, and any systemic issues or problems that need resolutions.

File Management:

1. After emails are sent to the data provider regarding the successful upload of a dataset, consultant will retain & archive the data sets.

Post-Upload review:

1. After data is uploaded to the WQX database and all relevant parties are contacted, the consultant reviews the data uploaded to the database with the use of crosstab and LIQWIDS reports generated from the uploaded data to confirm that all of the data present in the database continues to comply with the rules and standards established by EPA and USGS.
2. In cases where the data present in the database require revision, the consultant would consult with the data provider to make necessary corrections. There are options for revising the data, which sometimes involve rolling back old data, and/or uploading revised data packages. In each case, the consultant will be responsible for performing any and all necessary revisions. The data provider(s) should in all cases be included in the planning and execution of these changes.

3.3 Project Updates and Meetings

Regular updates and progress reports shall be provided on a monthly basis to the LIRPC and NYSDEC.

Monthly Conference calls and in-person meetings on an as needed basis will be scheduled by the consultant with LIRPC and NYSDEC. Conference call and in-person meeting summaries are to be prepared by the contractor and delivered to the LIRPC within one week of the meetings for distribution.

3.4 Deliverables

Proposals should include a detailed explanation and description of how each item outlined in the scope will be achieved.

The scope of work should be viewed as a minimum requirement. Proposers may add to the scope if additional information creates a more complete picture of what is needed to expand/develop LIQWIDS.

4 QUALIFICATIONS AND EXPERIENCE OF FIRM AND PERSONNEL

The firm/team must have experience with the EPA's Central Data Exchange (CDX), Water Quality Exchange (WQX), the National Water Quality Monitoring Council Water Quality Data Portal and experience in water quality data management.

The preferred technical background for the firm/team should include:

- Quality assurance methods, procedures, and requirements
- Biological, chemical, and physical water quality indicators
- Water Quality sampling procedures, methods, and requirements
- Land use and water quality relationships, and natural resource management
- State and federal environmental laws and regulations
- Computer programming
- Information Technology
- Database administration design and management

Statement of Qualifications should include the following information:

- Description of firm
- A one-page narrative as to the firm's interest, particular abilities and qualifications related to this project
- Examples of knowledge, expertise and/or experience with other related work
- Prior relevant experience working on Long Island
- For key staff that will be assigned to this project, describe his/her qualifications and provide information regarding:
 - Education;
 - Professional licenses and other affiliations (copies of which shall be submitted with Proposals);
 - Number of years engaged in services relating to the services requested in this RFP;
 - Other relevant work experience or qualifications;
 - The role each identified person would play.

5 CONTRACT TERMS AND CONDITIONS

5.1 Contract Negotiations

The LIRPC reserves the right to negotiate the terms and conditions of the contract with the selected firm including all aspects of the proposed services and fees. The contract will be in a form approved by legal counsel for the LIRPC. Neither the selection of a contractor nor the negotiation of the contract with such contractor(s) 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 contractor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

Should the LIRPC be unsuccessful in securing a contract with the selected proposer, it may enter into contract negotiations with the second ranked qualified proposer which represents the best value to the LIRPC, and subsequently the third and so on if it is deemed necessary and in the best interest of the project and the LIRPC.

5.2 Insurance

The successful contractor agrees to procure and maintain at its own expense and without expense to the LIRPC until final acceptance by the LIRPC of the services covered by this contract, insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this contract. The successful contractor shall require that any subcontractors hired carry insurance with the same limits and provisions as provided herein.

Upon execution of this contract, the successful contractor shall furnish the LIRPC with certificates, in a form satisfactory to the LIRPC, showing that it has complied with the insurance requirements detailed herein. The certificates shall provide that the policies shall not be changed or canceled until 30 days written notice has been given to the LIRPC. The endorsements page shall be provided to the LIRPC and shall list the LIRPC, Nassau County, and Suffolk County as an additional insured except with respect to Worker's Compensation and Disability coverage, and the Professional Liability Insurance. This contract shall be void and of no effect unless the successful contractor procures the required insurance policies and maintains them until the LIRPC has given final acceptance of the work. The kinds and amounts of insurance required are as follows:

5.2.1 Workers Compensation and Disability Insurance

The successful contractor shall maintain an insurance policy in accordance with the provisions of the Worker's Compensation Law, Employers Liability, and Disability Benefits. The only forms which are accepted as proof of Workers' Compensation and Disability Benefits Insurance are listed in the tables below. An ACORD form is not an acceptable proof of Workers' Compensation Insurance coverage.

All the required forms, except CE-200, SI-12 and DB-155 must name: The Long Island Regional Planning Council, 1864 Muttontown Road, Syosset, NY 11791, as the *Entity Requesting Proof of Coverage* (Entity

being listed as the Certificate Holder). Additional information can be obtained at the Worker's Compensation website: <http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

FORM #	WORKERS' COMPENSATION INSURANCE FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12	Certificate of Workers' Compensation Self-Insurance
GSI-105.2	Certificate of Participation in Workers' Comp Group Self-Insurance

FORM #	DISABILITY BENEFIT INSURANCE FORM TITLE
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

5.2.2 General Liability Insurance

The successful contractor shall maintain a *Commercial General Liability Insurance* policy with a limit of not less than \$2,000,000 for each occurrence. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract).

5.2.3 Professional Liability Insurance

The successful contractor shall maintain a *Professional Liability Insurance (i.e., Errors and Omissions)* policy with a limit of \$1,000,000 per occurrence. Such insurance coverage shall cover liability arising from failure to perform the services required for this contract, financial loss caused by such failure, and errors or omissions in the services provided.

5.2.4 Automobile Insurance

The successful contractor shall maintain a *Comprehensive Business Automobile Liability Insurance* policy with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

5.3 Suspension or Termination of Contract

The LIRPC shall have the right to postpone, suspend, abandon, or terminate its contract for this project at its discretion, for any or no reason upon thirty days' notice, or for cause immediately due to lack of project funds, due to irresponsibility of the contractor, due to breach of contract, or unsatisfactory performance by the contractor or criminal conviction of its principals. Such actions by the LIRPC shall in no event be deemed a breach of contract by the LIRPC. In any of these events, the LIRPC shall make

settlement with the contractor upon an equitable basis as determined by the LIRPC, which shall fix the value of the work which was performed by the contractor prior to the postponement, suspension, abandonment, or termination of the contract.

5.3.1 Suspension of Work for Non-Responsibility

The contractor shall at all times during the contract term remain responsible. The contractor agrees, if requested by the LIRPC, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The LIRPC, in its sole discretion, reserves the right to suspend any or all activities under the contract, at any time, when it discovers information that calls into question the responsibility of the contractor. In the event of such suspension, the contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the contractor must comply with the terms of the suspension order. Contract activity may resume when the LIRPC issues a written notice authorizing a resumption of performance under the contract.

5.3.2 Termination at Discretion of LIRPC

If the termination is for the convenience of the LIRPC and is not brought about because of unsatisfactory performance on the part of the contractor, the LIRPC shall consider the following in determining the value of the work performed:

- The ratio of the amount of work performed by the contractor prior to the termination of the contract to the total amount of work contemplated by this contract.
- The amount of the expense to which the contractor was put in performing the work prior to the termination, in proportion to the amount of expense to which the contractor would have been put had it been allowed to complete the total work contemplated by the contract.

In determining the value of the work performed by the contractor prior to the termination, no consideration will be given to profit which the contractor might have made on the uncompleted portion of the work.

5.3.3 Termination due to Unsatisfactory Performance by Contractor

If the termination is brought about as a result of unsatisfactory performance on the part of the contractor, the value of the work performed by the contractor prior to the termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this contract.

5.3.4 Termination due to Contractor Breach of Contract

If the LIRPC determines that the contractor has breached a material term of this contract, it shall issue a written notice, providing the contractor with 10 days to correct the defect. If the contractor fails to correct the defect within this time or fails to make a good faith effort to do so as determined by the LIRPC, the LIRPC may terminate this contract for cause.

5.3.5 Termination due to Contractor Criminal Conviction

The contract 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 have the right to terminate the agreement.

5.4 Ownership of Project Products

Project documents shall at all times be the property of the LIRPC and NYSDEC. If the contract is terminated for any reason, the documents and data pertaining to the work on the project shall be deliverable to the LIRPC within 10 calendar days after the receipt of notice of such termination by the contractor or such time as is reasonable thereafter.

5.5 Sub-Contracting

The contractor shall not enter into any subcontract agreement under the contract without the advance written approval of the LIRPC.

5.6 Minority and Woman Owned Business Enterprises

The LIRPC is a contractor with New York State and has agreed to comply and cooperate with New York State Empire State Development in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women and contracting opportunities for certified minority- and women-owned business enterprises. The contractor must make good faith efforts to subcontract up to 30% of the contract amount to Minority Owned Business Enterprises (MBE's) and Women Owned Business Enterprises (WBE's).

5.7 Indemnification of LIRPC

The contractor shall be responsible for all damage to life and property due to activities of the contractor, agents, or employees, in connection with its services under the contract. This obligation is in no way limited by the enumeration of insurance coverage hereunder. Further, it is expressly understood that the contractor shall indemnify and hold harmless the LIRPC, Nassau County, Suffolk County and their respective officers, employees, agents and assigns. Nothing in this RFP or in the contract shall create or give to third parties any claim or right of action against the contractor or the LIRPC such as may legally exist irrespective of this RFP or the contract.

5.8 Project Management and Technical Oversight

Overall project management will be provided by the LIRPC and NYSDEC. A Technical Advisory Committee of individuals from the LIRPC, the NYSDEC, and those with technical background appropriate to this RFP will review draft work products and assist the contractor with information acquisition.

6 ATTACHMENTS

Attachment A -Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the LIRPC, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the LIRPC, offers the best value to the LIRPC and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the proposal.

Use additional space if necessary to fully answer the following questions:

Date: _____

1) Proposer's (Business') Legal Name: _____

2) Address of Business: _____

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Does the business own or rent its facilities? _____

4) Phone: _____

5) Federal Tax I.D. Number or Social Security Number: _____

6) Dun and Bradstreet Number: _____

7) The proposer is a (check one):

Sole Proprietorship _____ Partnership _____ Corporation _____ Other _____

(Describe) _____

8) Does this business share office space, staff, equipment or expenses with any other business?

Yes _____ No _____

If Yes, please provide details: _____

9) Does this business control one or more other businesses? Yes _____ No _____

If Yes, please provide details: _____

10) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _____ No _____

If Yes, provide details. _____

11) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with LIRPC or any other government entity terminated? Yes _____ No _____

If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

12) Has the proposer, during the past seven years, been declared bankrupt?

Yes _____ No _____ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets:

13) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past five years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

Yes _____ No _____ If Yes, provide details for each such investigation:

14) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past five years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

Yes _____ No _____ If Yes, provide details for each such investigation.

15) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No _____ Yes _____

If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No _____ Yes _____

If Yes, provide details for each such charge. _____

c) In the past 10 years, been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No _____ Yes _____

If Yes, provide details for each such conviction. _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No _____ Yes _____

If Yes, provide details for each such conviction. _____

e) In the past five years, been found in violation of any administrative, statutory, or regulatory provisions? No _____ Yes _____

If Yes, provide details for each such occurrence. _____

16) In the past five years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _____ Yes _____

If Yes, provide details for each such instance. _____

17) For the past five tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No _____ Yes _____

If Yes, provide details for each such year. _____

18) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of the LIRPC.

(ii) Any family relationship that any employee of your firm has with any LIRPC member or officer that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of the LIRPC.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of the LIRPC.

b) Please describe any procedures your firm has, or would adopt, to assure the LIRPC that a conflict of interest would not exist for your firm in the future.

19) Proposers must include the following additional business information on a separate sheet(s):

- a. Business name, address, and date of formation;
- b. Names and positions of all officers and directors;
- c. State and date of incorporation (if applicable);
- d. Number of employees;
- e. Annual revenue;
- f. Copies of all relevant state and local licenses and permits.

20) Proposers may also provide any additional and appropriate information which would be helpful in determining the proposer's reliability and capacity to perform the services requested in this RFP.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the LIRPC in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the LIRPC will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business (proposer).

Name of submitting business: _____

By: _____

Print name

Signature

Title

Sworn to before me this _____ day of _____ 2017

Notary Public