

LONG ISLAND REGIONAL PLANNING COUNCIL

Request for Proposals

Nitrogen Smart Communities



Release: January 4, 2023

Due: February 15, 2023

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: Nitrogen Smart Communities

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(s) to complete the pilot phase of Nitrogen Smart Communities (NSC), a program created by Long Island Nitrogen Action Plan ([LINAP](#)) to promote local awareness and action to reduce and/or eliminate nitrogen from all sources within municipalities on Long Island. The NSC program has the capability of reducing nitrogen pollution in degraded waterbodies and protecting areas before impairments occur. Participating municipalities will inventory their unique sources of nitrogen and commit to reduction activities associated with those priorities. Municipalities will follow a series of steps to earn tiered levels of NSC certification based on activities and associated point rewards.

Services to be rendered for two pre-selected pilot municipalities will include education and expertise on the harmful effects of nitrogen pollution, assisting in compiling an inventory of nitrogen sources, GIS mapping, assisting in the completion of provided worksheets, aiding in creating strategic nitrogen reduction action plans, and facilitating implementation of first-year projects. The Consultant(s) will act as an advisor to the municipalities and document the steps of the program that require assistance from the Consultant(s). The municipalities and Consultant(s) will be provided with a [NSC Program Overview](#), [NSC Program Guide](#), [Activity List](#), [Toolkits](#), Worksheets, and other resource documents that have been created by LIRPC and DEC to be used to complete each step of the program. All program documents are available at [LIRPC.org](#). The Consultant(s) will provide feedback on the provided documents. Additionally, the Consultant(s) will ensure that consistent progress is being made in completing the set steps of the program in a timely manner. Regular communication with the Department of Environmental Conservation (DEC) and Long Island Regional Planning Council (LIRPC) will be required.

The contractor shall perform the tasks outlined in the scope of services as described in Section 4.3 of this RFP as a consultant to the LIRPC in a collaborative relationship with staff of the LIRPC and the DEC 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: January 4, 2023

Proposal Due: February 15, 2023

Submission to: Rachel Titus, Program Coordinator
Long Island Regional Planning Council
(516) [571-7613](tel:516-571-7613)/rtitus@lirpc.org

2 PROPOSAL SUBMISSION

2.1 Submission Requirements

2.1.1 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.

2.1.2 Proposal Deliverables

Proposers should submit one electronic copy in PDF format 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.)

2.2 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: Rachel Titus, Program Coordinator at rtitus@lirpc.org no later than February 8, 2023.

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.

2.3 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: Rachel Titus, Program Coordinator at rtitus@lirpc.org.

To be considered, proposals and all attachments must be received by the submission contact person, on or before February 15, 2023. 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.

2.4 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.

2.5 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.

2.6 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 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 another 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.

2.7 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.

2.8 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.

2.9 Examination of Records

In submitting a proposal, the successful proposer agrees that the LIRPC shall have access to and the right to directly examine 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.

2.10 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.

2.11 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.

2.12 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.

3 CONTRACTOR SELECTION

3.1 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.

3.2 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.

4 SCOPE OF SERVICES

4.1 BACKGROUND

In response to Long Island's nitrogen pollution problem, the Long Island Nitrogen Action Plan ([LINAP](#)) was launched in 2016. LINAP is a multiyear initiative to reduce the amount of nitrogen entering Long Island's groundwater and surface water from wastewater (sewer and septic systems), stormwater runoff, fertilizers, and atmospheric deposition. LINAP is led by the New York State Department of Environmental Conservation (DEC) and the Long Island Regional Planning Council (LIRPC), along with Suffolk and Nassau counties, with input from multiple partners and stakeholders.

Nitrogen is the leading cause of water quality deterioration in Long Island's estuaries. Excess nitrogen can cause toxic algal blooms that lead to low oxygen conditions, fish kills, and degraded wetlands and marine habitats. Nitrogen also contaminates the groundwater which is the sole source of Long Island's drinking water.

As part of the Long Island Nitrogen Action Plan (LINAP), the DEC and the LIRPC have developed a new program called Nitrogen Smart Communities ([NSC](#)) to address nitrogen pollution in the surface and groundwaters of Long Island. Nitrogen Smart Communities (NSC) is a voluntary program that will assist in identifying each municipalities' distinct priority sources of nitrogen pollution and taking meaningful and effective actions to reduce, prevent or eliminate nitrogen pollution through community-specific plans of action.

The NSC program aims to improve the quality of surface water and groundwater – and, subsequently, improve ecological integrity, public health, coastal resiliency, economy, and overall quality of life on Long Island. The program will begin as a pilot and will include two pre-selected municipalities within the Long Island Sound watershed – at least one will be in Nassau County and one in Suffolk County.

4.2 OBJECTIVES

A primary focus of the municipal and environmental consulting services will be to complete the pilot phase of Nitrogen Smart Communities with two pre-selected municipalities on Long Island. All documents have been drafted by LIRPC and DEC, and resources required to complete the steps and associated worksheets will be provided. The Consultant(s) will be field testing these documents with the pre-selected communities and provide feedback to LIRPC and DEC. Services to be rendered for each municipality include expertise on the harmful effects of nitrogen pollution, assisting in researching and compiling required information for nitrogen source inventory as detailed in the NSC Program Guide, GIS mapping, assisting in the completion of provided program worksheets, aiding in creating strategic nitrogen reduction action plans as detailed in the NSC Program Guide and Activity List, and facilitating implementation of first-year projects. The Consultant(s) will act as an advisor to each municipality, ensuring that consistent progress is being made in completing the set steps of the program in a timely manner. Additionally, the Consultant(s) will provide valuable feedback to LIRPC and DEC on the feasibility of completing each step of the program. Regular communication with DEC and LIRPC, including monthly status meetings, quarterly reports, and a final report and in-person meeting, will be required.

4.3 SCOPE OF WORK

Task 1: Hold Introductory Meetings with the Pilot Municipalities

The Consultant(s) will hold an introductory meeting with the two pre-selected municipalities' representatives, separately, to review objectives, details and provided documents of the NSC program.

At a minimum, deliverables will include:

- Introductory meeting with the pre-selected municipality in Nassau County and LIRPC.
- Introductory meeting with the pre-selected municipality in Suffolk County and LIRPC.

Task 2: Forming a NSC Advisory Taskforce

Each municipality will form an Advisory Taskforce to serve as the central body of leadership to help develop and execute the NSC program. The Consultant(s) will assist the municipalities in the creation of an Advisory Taskforce. The Advisory Taskforce should be comprised of both experts and non-experts that bring diverse backgrounds to ensure a broad spectrum of opinions and expertise. An Advisory Taskforce Guide, created by DEC and LIRPC, includes examples of potential Taskforce members and will be used to assist in the selection process.

At a minimum, deliverables will include:

- Assist in the creation of the NSC Advisory Taskforce.
- The Consultant(s) will assist each municipality in completing and submitting the provided [NSC Step 2 worksheet](#).

Task 3: Nitrogen Source Inventory

To understand where nitrogen pollution is coming from at the local level, each municipality will need to compile information and create a complete inventory relevant to its priority sources and water quality. Information requirements, an inventory worksheet ([NSC Step 3 Worksheet](#)), and resources to be utilized using the NSC Guide and Toolkits will be provided to the Consultant for use with the municipality. The Consultant(s) will assist each municipality with compiling information and completing the nitrogen source Step 3 Worksheet. Detailing which areas of the nitrogen source inventory require assistance and which can be completed unsupported will provide important information to LIRPC and DEC to ensure a successful program.

At a minimum, deliverables will include:

- The Consultant(s) will assist each municipality in completing and submitting the provided NSC Step 3 worksheet. For more information on the nitrogen source inventory, visit [NSC Program Guide](#) Step 3.
- Monitor which areas of nitrogen source inventory were unclear and/or required assistance of the Consultant(s) and provide feedback to LIRPC and DEC.

Task 4: GIS Mapping

The consultant(s) will assist in the creation of or create GIS maps, where needed, to further understand each unique nitrogen source.

At a minimum, deliverables will include:

- Create/provide GIS maps per municipality including, but not limited to, sewer service areas and parcels on traditional septic/cesspool systems, potential fertilizer use by land type, and stormwater infrastructure.
- Monitor which aspects of GIS are difficult and/or require assistance of the Consultant(s) and provide feedback to LIRPC and DEC.

Task 5: Develop Strategies to Reduce Nitrogen Pollution

Based on the nitrogen source inventory (Task 3), each municipality will need to determine its priority for nitrogen reduction. The municipalities will set nitrogen reduction goals and strategies prior to determining which activities should be pursued.

The Consultant(s) will assist each municipality in determining its priority sources of nitrogen based on the completed inventory. The Consultant(s) will work with the Advisory Taskforce to identify specific goals and strategies that can be employed prior to creating a list of nitrogen reduction activities on the [Step 4 Worksheet](#).

At a minimum, deliverables will include:

- Assisting municipalities with meeting(s) of the Advisory Taskforce to analyze nitrogen reduction priorities, establish goals and strategies.

Task 6: Creating an Activity List and Plan and Schedule

Each municipality will complete the Step 4 list of activities that consists of the nitrogen reduction, prevention, and elimination activities that meet the goals and strategies determined in Task 5. The Consultant(s) will work as an advisor and involve the coordinator and Advisory Taskforce in the activity selection process which will include listing resources and other considerations detailed in the [NSC Program Guide](#). A provided [Activity List](#) will be used by the municipality and Consultant(s) when selecting reduction activities.

Each municipality will then complete the [Step 4 Worksheet](#) that will serve as a guide to implement activities.

At a minimum, deliverables will include:

- Assist the municipality with creating an activity list that meets the determined goals and strategies.
- Assist the municipality with determining the resources and other considerations required for each activity to ensure that they are feasible.
- Assist the municipality with completing the provided Step 4 Worksheet which will be used as an implementation guide.

Task 7: Create Template Outreach and Educational Materials

Developing outreach and educational materials that educate residents about specific sources of nitrogen and actions to reduce its impact are one of the many activity options that a municipality can choose to implement. The consultant will work with DEC and LIRPC to develop template materials, so the message is consistent amongst all participating NSC communities.

At a minimum, deliverables will include:

- Create template outreach and educational materials that explain specific sources of nitrogen and actions to reduce its impact to create a consistent message amongst the participating municipalities.

Task 8: Implementation of NSC Activities

The Consultant(s) will assist the municipalities by facilitating first year activities included in the NSC Step 4, Action 4.4, Plan and Schedule Worksheet. Assistance may include research, helping apply for grants, create outreach campaigns, and other support.

At a minimum, deliverables will include:

- Assistance with implementing first year activities.
- Assist the municipality with completing the provided [Activity Certification Form](#) which will be used to self-certify completed activities.

Task 9: Meetings, Updates and Reports

The Consultant(s) will hold meetings with DEC and LIRPC throughout the contract period to report on progress made and/or discuss any hurdles to the pilot. The Consultant(s) will schedule and facilitate these meetings.

In addition to an initial workplan meeting with DEC and LIRPC, the Consultant(s) will hold quarterly status meetings to summarize what has been accomplished, issues that occurred during that timeframe, solutions, and any additional information that will improve the NSC program.

The Consultant(s) will submit quarterly written reports that include work accomplished, problems encountered, solutions to problems, and any additional information the Consultant(s) believes would benefit the NSC program moving forward.

The Consultant(s) will hold an in-person meeting with DEC/LIRPC and the NSC Coordinator/representative for each municipality at the completion of preparing an action plan and prior to implementing activities (following NSC Step 4). As an advisor to each municipality, the consultant will lead the discussion in terms of accomplishments to date, actions that were difficult to complete without the assistance of the consultant, and next steps in implementing nitrogen reduction activities.

Additionally, the Consultant(s) will hold a final debriefing and provide a report recapping the pilot program with input to ensure a successful island-wide initiative.

At a minimum, deliverables will include:

- Hold an initial in-person meeting with DEC and LIRPC to discuss proposed project workplan.
- Establishment of quarterly progress updates via conference calls with DEC and LIRPC. The Consultant(s) will lead these meetings and provide applicable feedback.
- Quarterly written progress reports to include work accomplished, problems encountered, and solutions.
- In-person meetings that include each municipalities' Coordinator/representative, LIRPC/DEC, at the completion of NSC Step 4.
- Final de-briefing meeting (in person)
- A final report to be approved by DEC and LIRPC for tasks to be considered completed.

5 QUALIFICATIONS AND EXPERIENCE OF FIRM AND PERSONNEL

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

- Community Outreach
- Geographical Information System (GIS)
- Quality assurance methods, procedures, and requirements
- Information Technology
- Experience working with government entities and/or environmental initiatives (i.e., Climate Smart Communities)
- Nitrogen pollution and sources
- Water quality
- 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 to be assigned to this project, describe his/her qualifications, and provide information regarding:
 - Education
 - Professional licenses and other affiliations (copies to be submitted with proposal)
 - Number of years engaged in services related to the services requested in this RFP
 - Other relevant qualifications or experience
 - The role of each identified person

6 CONTRACT TERMS AND CONDITIONS

6.1 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.

6.2 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:

6.2.1 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)

6.2.2 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).

6.2.3 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.

6.2.4 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.

6.3 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.

6.3.1 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.

6.3.2 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.

6.3.3 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.

6.3.4 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.

6.3.5 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.

6.4 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.

6.5 Sub-Contracting

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

6.6 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).

6.7 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.

6.8 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.

7 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: _____

3) Mailing Address (if different): _____

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 control one or more other businesses? Yes _____ No _____

If Yes, please provide details: _____

9) 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. _____

10) 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).

11) 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:

12) 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:

13) 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.

14) 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. _____

15) 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. _____

16) 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. _____

17) 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.
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18) 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 _____ 2020

Notary Public