

LONG ISLAND REGIONAL PLANNING COUNCIL

Request for Proposals

Connetquot River Watershed Action Plan

Release: Wednesday, July 23, 2025

Due: September 22, 2025

Table of Contents

Project Name:
Agency:
Project Intent:
Release Date:
Proposal Due:
Submission to:
1	SCOPE OF SERVICES.....
1.1	Background.....
1.2	Scope of Work
2	Submission Requirements.....
2.1	Proposal Submission and Content.....
2.2	Submission Instructions.....
2.3	Amendments, Inquiry Responses, and Contact with the LIRPC
2.4	Due Date
2.5	Incurred Cost
2.6	Non-Committal Clause.....
2.7	Reserved Rights of the LIRPC.....
2.8	Proprietary Material and Confidentiality
2.9	Independent Price Determination.....
2.10	Examination of Records.....
2.11	Negotiated Changes
2.12	Disclaimer
3	Evaluation Criteria.....
3.1	Proposals will be evaluated by the following criteria:
3.2	Selection Committee
3.3	Review and Ranking.....
4	CONTRACT TERMS AND CONDITIONS.....
4.1	Contract Negotiations
4.2	Insurance
4.2.1	Workers Compensation and Disability Insurance

4.2.2	General Liability Insurance
4.2.3	Professional Liability Insurance
4.2.4	Automobile Insurance
4.3	Suspension or Termination of Contract
4.3.1	Suspension of Work for Non-Responsibility
4.3.2	Termination at Discretion of LIRPC and the County
4.3.3	Termination due to Unsatisfactory Performance by Contractor
4.3.4	Termination due to Contractor Breach of Contract
4.3.5	Termination due to Contractor Criminal Conviction
4.4	Ownership of Project Products
4.5	Indemnification
Attachment A	

NOTICE OF REQUEST FOR PROPOSALS

PROJECT NAME: Connetquot River Watershed Action Plan

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 from qualified firms to conduct a comprehensive Watershed Action Plan for the Connetquot River Estuary.

The contractor shall perform the tasks outlined in the scope of services as a consultant to the LIRPC and Suffolk County (County) 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: July 23, 2025

PROPOSAL DUE: September 22, 2025

SUBMISSION TO: Elizabeth Cole
Deputy Executive Director
Long Island Regional Planning Council
(516) 571-7613
ecole@lirpc.org

1 SCOPE OF SERVICES

1.1 Background

The Connetquot River is one of Long Island's most prominent and expansive river ecosystems, serving a watershed greater than 18 square miles from the middle of Long Island south to where it meets the Great South Bay. While much of the River is protected due to open space acquisitions by New York State, Suffolk County, and Town of Islip, it remains distressed by several impairments.

As documented in the South Shore Estuary Reserve's Comprehensive Management Plan from 2022, the Connetquot River estuary and its tributaries are distressed by hypoxia due to extensive eutrophication, harmful algal blooms, and high levels of coliform bacteria. In combination with Suffolk County's ongoing investments in clean water infrastructure, a Watershed Action Plan will ensure a holistic and cross-cutting approach to improving and revitalizing the river.

The Connetquot River has a long legacy as a premiere location for fly fishing, dating back to the early 19th century and the South Side Sportsmen's Club that made its home in that location, and ranks with locations in the Catskills for the pioneering role it played in the development of the sport during this time. Furthermore, "the Connetquot River habitat is the largest contiguous area of undeveloped land in Suffolk County that encompasses an entire river watershed," a fact that is particularly noteworthy considering its presence within a highly urbanized area. The Connetquot River is also surrounded extensively by State and local parkland, including the Connetquot State Park Preserve and the Bayard Cutting Arboretum State Park, each of which are significant amenities, attracting tourists and visitors both locally and regionally. The continued health of the watershed is critical to preserving the quality and attractiveness of these Parks. Finally, the lower part of the watershed sees a high volume of boating and watersport activity, particularly in the area around Grand Canal and residential areas of Oakdale. Marinas and restaurant/catering facilities on the waterfront are a significant part of the local economy.

This project is a regional economic priority because it promotes sustainability and community revitalization while serving as an economic investment in the future of the Connetquot River estuary and its waterfront economy. The creation of a Watershed Action Plan will present priorities and potential projects that will help restore the Connetquot River estuary and its waterfront to a fully functioning recreational, shell fishing and fishing space, improving water quality and restoring the waterfront economy.

1.2 Scope of Work

The following tasks shall be performed by the Contractor:

Task 1: Watershed Advisory Committee

In consultation with the County the Contractor shall establish a Watershed Advisory Committee to facilitate communication and cooperation of the involved local governments, agencies, and other stakeholders essential to preparation and implementation of the watershed plan. The committee will focus the planning process, assist in reviewing consultant proposals, interact with the project administrator and review work products. A draft list of proposed members shall be approved by the County prior to establishment of the committee.

Deliverables:

- Draft and final list of proposed members of watershed advisory committee; and
- Establishment of the Watershed Advisory Committee.

Task 2: Community Participation

The Contractor, in cooperation with the LIRPC, County, and other partners as appropriate, shall prepare a memo suggesting a process to encourage community participation in the planning process.

The outreach process may include one public workshop as part of the development of the Watershed Action Plan.

The outreach plan and all components are subject to review and approval by the County.

Deliverable:

- A community outreach memo, subject to review and approval by the County.

Task 3: Project Approach and Coordination Meeting

The LIRPC and County shall facilitate a project meeting with the Contractor to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the Contractor which would assist in completion of the project.

Deliverable:

- Meeting summary outlining responsibilities, roles, timeline per task, and information requirements.

Task 4: Initial Vision and Watershed Goals

The Contractor, in collaboration with the Watershed Advisory Committee, the LIRPC and County, shall prepare an initial vision statement that expresses an idea of what the watershed will become, and clearly describes what the community hopes to accomplish.

The vision will set the tone of the Watershed Action Plan and will be used throughout the project. In addition, an initial set of watershed goals and objectives will be created to provide a realistic framework for achieving the vision as well as help focus limited resources.

Deliverable:

- Draft initial vision statement, goals and objectives subject to review and approval by the LIRPC and County.

Task 5: Refinement of Vision and Watershed Goals

The Contractor, subject to review and approval by the LIRPC and County, shall facilitate a Watershed Advisory Committee meeting to share existing information and collect data regarding nonpoint source pollution issues in the waterbody, refine the watershed vision, goals and objectives, and to review and discuss water quality and watershed protection and restoration issues. A written summary of public input obtained at this meeting shall be prepared and provided to the LIRPC and County for review and comment.

Based on the information gathered from the characterization and comments from the public, the Contractor shall refine the initial vision statement and watershed goals and objectives, as needed. Any changes shall be submitted to the County for review and approval.

Deliverables:

- Participation in the First public information meeting held.
- Minutes or summary of meeting prepared and submitted to the LIRPC and County for review and approval.
- A refined vision statement, goals and objectives, subject to review by the LIRPC and the County and approval by the County.

Task 6: Final Watershed Characterization Report

The Contractor shall submit the draft and final Watershed Characterization Report to the County for review and approval. The draft Watershed Characterization Report shall incorporate the information regarding the Description and Assessment of the Waterbody(ies) and Watershed Resources, the Description and Assessment of Local Laws, Programs and Practices, and the statement of Vision and Watershed Goals in one cohesive document that discusses the relationships among these components. The final report shall be supported by maps, tables, and graphics as appropriate. The final report shall incorporate the County's comments, in the final Watershed Characterization Report.

Deliverables:

- Final Watershed Characterization Report subject to review by the LIRPC and County and approval by the County.

Task 7: Monitoring Needs Assessment

The Contractor shall submit a draft and final Monitoring Needs Assessment based on information gathered in the Watershed Characterization Report, and a Quantitative Analysis of monitoring in the Connetquot watershed.

Deliverables:

- Quantitative Analysis of Monitoring in the Connetquot watershed; and
- Draft and Final Monitoring Needs Assessment subject to review and approval by the County.

Task 8: Watershed Management Recommendations to Achieve Goals and Objectives

I. Identify and Describe Management Strategies and Recommendations

Based on the characterization of the waterbody and its watershed, the Contractor will identify management strategies and recommendations to protect and restore the resources of the waterbody and its watershed.

Regulatory and Programmatic actions, may include, but may not be limited to:

- Land use management, such as: comprehensive plans, zoning, site plan review, erosion and sediment control;
- Improved stormwater management practices, including Low Impact Development and Green Infrastructure;
- Onsite or advanced wastewater treatment system management;
- Wetlands and watercourse protection (including buffer area establishment);
- Groundwater and aquifer protection, floodplain management;
- Open space protection and land conservation and protection and forest management;
- Training, education, and stewardship programs; and
- Identification of monitoring and research needs to advance watershed management goals.

Restoration and Protection Projects, may include, but may not be limited to:

- Watershed-wide and site specific actions to restore and protect water quality and living resources/habitat;
- Stormwater remediation measures to reduce pollutant loadings in each subwatershed (e.g., wetland creation, vegetative treatment systems, retrofitting, reduction of impervious surfaces);
- Identifying potential sites for fish and wildlife habitat restoration including areas within streams, stream corridors, freshwater and tidal wetlands, and ponds for potential improvement to ecological integrity (e.g., habitat structure, dynamics, connectivity, and quality);
- Structural activities such as stream restoration or stormwater treatment system retrofits; and

- Establishing education programs to build awareness and stewardship. This could involve activities such as storm drain stenciling that are implemented on-the-ground and are identified during field assessments.

The Contractor shall submit the draft management strategies and recommendations to the County and the LIRPC, and shall incorporate comments into the final management strategies.

Deliverables:

- Identification and written descriptions of specific management strategies; and
- Recommendations for water quality and habitat protection and restoration.

II. Prioritize Recommended Projects and Actions and Key to Map(s)

The Contractor shall develop, and submit to the County and the LIRPC, a prioritized list of recommendations, with supporting justification, linked to maps, and with photographs showing project locations and conditions.

The prioritization process will include:

- Evaluating subwatersheds according to impairments and/or threats to water quality and habitat;
- Identifying priorities within subwatersheds for focused nonpoint source pollution management action; and
- Ranking projects and actions within each subwatershed according to anticipated reduction in nonpoint source pollution or protection of unimpaired resources.

Potential ranking factors may include, but would not necessarily be limited to:

- Watershed goals, subwatershed priority, and vulnerability;
- Pollutant reduction/protection afforded, water resources and/or habitat value;
- Cost, permitting, and maintenance;
- Land owner cooperation, public access and visibility; and
- Partner involvement and innovation.

Deliverables:

- Draft list of prioritized recommendations, keyed to maps and photographs.

Task 9: Watershed Management Recommendations Report

The Contractor shall submit the draft and final Watershed Management Recommendations Report for review by the County and the LIRPC and approval by the County. The draft shall incorporate the management recommendations, and the prioritization and potential recommendations into one cohesive chapter. The final report shall incorporate the County's comments in the final Watershed Characterization Report.

Deliverables:

- Draft and Final Watershed Management Recommendations Report for review by the County and the LIRPC and approval by the County.

Task 10: Implementation Strategy and Schedule

The Contractor shall prepare a strategy and schedule to implement the identified watershed management practices and approaches, including the specific projects and other actions.

The implementation strategy will:

- Clearly articulate priorities, measurable objectives and steps to implement the identified protection and restoration strategies. Include cost estimates, potential funding sources, and a phasing schedule noting lead/involved organizations for each action.
- Include a schedule for periodically updating the Watershed Action Plan.

The Implementation Strategy will include a matrix of prioritized projects and other actions for advancing the implementation of the goals and objectives of the watershed plan, including steps needed to implement the specific projects (e.g., feasibility, design, permitting, construction), timeframe for implementation; short term (e.g., immediate to 1 year), medium term (e.g., greater than 1 year, up to 5 yrs), or long-term (e.g., greater than 5 years), cost estimates, potential funding sources, regulatory approvals needed, and likely project sponsor (agency or organization lead) and project partners. The Contractor shall submit the draft Implementation Strategy for the review and approval by the County, and shall incorporate the County's comments in the final Implementation Strategy.

Deliverables:

- Draft and Final Implementation Strategy and Schedule Report subject to review by the LIRPC and the County and approval by the County.

Task 11: Tracking and Monitoring Plan

The Contractor shall prepare a plan that includes strategies for tracking the implementation of projects and other actions, and for monitoring water and other related resources to measure success in achieving the project's goals and objectives. The tracking and monitoring plan shall identify methods to track the implementation of projects and other actions and gather baseline data on watershed conditions toward assessing the effectiveness of implementation over time. In addition, the plan may include identification of potential parties to conduct monitoring activities, potential funding sources, and methods of data management. The Contractor shall submit the draft tracking and monitoring plan for review and approval by the County, and shall incorporate the County's comments in the final monitoring and tracking plan.

Deliverables:

- Draft and Final Monitoring and Tracking Plan subject to review and approval by the County.

Task 12: Draft Watershed Action Plan

The Watershed Action Plan, subject to review by the County and LIRPC and approval by the County, will contain six main sections as described below: Executive Summary, Introduction, Characterization, Watershed Management Recommendations, Implementation Strategy, and Monitoring and Tracking.

Executive Summary - The executive summary will provide a concise reference for the entire document. It will present key points of the Watershed Action Plan, provide a brief overview of the purpose of the Watershed Action Plan, who was involved in the planning process, and highlight the vision, main findings, and list watershed goals and recommendations.

Introduction - The introduction will describe the Watershed Action Plan (including where the watershed is located, general facts about the watershed and the communities within its boundaries, and general demographics) and provide a basic understanding of the planning process (including partners involved and how they contributed, methodologies used to prepare the plan) to give the reader an understanding of the watershed and why watershed planning is important. The introduction will also contain the watershed vision - what it means to the community and how it will shape the future of the watershed.

Characterization - The characterization will provide an inventory and analysis describing the current state of the watershed and assessment of programs and practices in place for controlling pollution. This section will delineate the watershed and subwatershed boundaries and describe its waterbodies, describe physical and biological characteristics, including how the watershed functions, explain existing land use and land cover patterns, and identify trends within the watershed. The characterization will include an identification of sensitive resource areas, water quality issues, pollutants, and corresponding activities impacting water resources. This section will also assess the programs and practices in place for controlling pollution, describe the assessment process used and discuss the gaps found during the assessment. The characterization is the basis for the development of watershed management recommendations.

Watershed Management Recommendations - This section will explain how water quality will be protected and restored within the watershed through a series of projects and actions developed to correct existing impairments and prevent future impacts to water quality. The Contractor should explain how they arrived at these specific recommendations and include a discussion of the assessments conducted which support the recommendations. While recommendations should be supported by data, it is recommended that extensive technical information shall be moved to an appendix or supplemental report.

Implementation Strategy - This section will set the stage for implementation by identifying the actions needed to address the problems and opportunities in the watershed. It will set out an implementation schedule, lay out priorities, establish realistic expectations for partner involvement, and outline budget needs.

Monitoring and Tracking - This section will outline a proposed long-term monitoring and tracking plan, describe indicators and performance criteria for monitoring restoration projects, establish milestones and tracking mechanisms to evaluate progress over time, and propose mechanisms for reporting progress and updating the watershed plan. Creating a plan for observing changes in water quality will help with understanding how well certain practices work and how to adapt the Watershed Action Plan to continue to provide water quality improvement.

The Contractor shall submit the Draft Watershed Action Plan subject to review by the County and LIRPC and approval by the County.

Deliverables:

- Draft Watershed Action Plan

Task 13: Participation/Outreach Meeting

In consultation with the County and the LIRPC, a public participation/outreach meeting may be requested, prior to the preparation of the final Watershed Action Plan, to allow for public review and comment on the draft document. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment. Public input shall be incorporated into the Final Watershed Action Plan to the satisfaction of the County prior to finalization and/or publication of the plan.

Deliverables:

- Participation in Public information meetings held; and
- Minutes/Summary of meeting.

Task 14: Final Watershed Action Plan

The Contractor shall complete the Final Watershed Action Plan, subject to review by the County and the LIRPC and approval by the County.

Deliverables:

- Final Watershed Action Plan subject to review by the County and the LIRPC and approval by the County.

2 SUBMISSION REQUIREMENTS

2.1 Proposal Submission and Content

Interested parties should submit a proposal that includes the following elements:

1. Completed **Attachment A -Business History Form**
2. Project Understanding: The Proposal must include a statement of work that describes the Proposer's understanding of the Project. The Proposer is expected to discuss its understanding of the proposed "Scope of Work."
 - The complexity, challenges and problems involved in performing the work.
 - Approach and philosophy for dealing with problems.
 - Experience dealing with key issues.
 - Any additional issues or matters relating to the "Scope of Work" which the Proposer wishes to address.
3. Firm/Team Qualifications: Key personnel identified in the Proposal will be expected to remain assigned to the project for the term of the contract. Requests for a change in key personnel assignments during the term of the contract must be approved in advance, in writing, by the LIRPC and County. The Proposal should also include a discussion that outlines staffing levels that should be expected on the LIRPC and County level to support the

implementation and day-to-day operation of the project. This information will be a recommendation only for discussion purposes. The Proposer should describe other potential burdens that may be placed on the LIRPC and County with respect to the servicing of the account.

The proposer will be responsible for the entire contract performance. Services that are to be subcontracted must be clearly defined in the Proposal. The Contractor retains responsibility for all acts and omissions of the subcontractor. The Contractor must obtain the prior approval from the LIRPC and the County for all subcontracts. Subcontractors must respond to all requirements set forth above in this Section, to the extent such requirements are applicable to the services they will be providing. The proposer shall identify each subcontractor by name, business address, and expertise.

4. Project Schedule
 - A timeline for completing the Plan, including associated milestones.
5. Cost Proposal
 - A detailed cost proposal, including a budget breakdown for the project.
 - Proposed billing processes (e.g., progress payments, milestone-based payments, weekly/monthly billing) and methodology (e.g., time and materials, flat fee, capped, not-to-exceed).
 - Billing rates for team members by level and/or experience.
 - Detailed description of all costs associated with the project, including any specific costs or out-of-scope items.

2.2 Submission Instructions

Proposers should submit an electronic copy in PDF format to Elizabeth Cole at ecole@lirpc.org no later than September 22, 2025.

Proposals must be signed by an individual authorized to bind the proposer to all commitments made in the proposal.

2.3 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 **September 15, 2025**.

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 or the County 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.

2.4 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

To be considered, proposals and all attachments must be received by the submission contact person, on or before September 22, 2025. 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.

2.5 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.

2.6 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 the County.

2.7 Reserved Rights of the LIRPC

To enable the LIRPC and the County to acquire services at the lowest price or best value from responsible and responsive offers, the LIRPC reserves the right to:

1. Define requirements to meet LIRPC and the County's 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 the County;
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.

2.8 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 the County and will not be returned.

2.9 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 or the County 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.

2.10 Examination of Records

In submitting a proposal, the successful proposer agrees that the LIRPC and the County 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.

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 the County 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 and the County do 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 EVALUATION CRITERIA

3.1 Proposals will be evaluated by the following criteria:

1. Relevant experience and qualifications of the firm and proposed team.
2. The proposed budget and cost competitiveness.
3. Ability to complete the project within the timeline and budget constraints.

3.2 Selection Committee

A Selection Committee will be formed and made up of staff and advisors to the LIRPC and the County and individuals with technical knowledge relevant to the project. Proposals will be provided to each Selection Committee member for review.

3.3 Review and Ranking

Members of the Selection Committee shall independently rank the proposals based on the following 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 and the County. The LIRPC in consultation with the County will select an awardee and send a notice to all proposers regarding the results of the selection process.

4 CONTRACT TERMS AND CONDITIONS

4.1 Contract Negotiations

The LIRPC reserves the right to negotiate in consultation with the County 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, the LIRPC, and the County.

4.2 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 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:

4.2.1 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)

4.2.2 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).

4.2.3 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.

4.2.4 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.

4.3 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.

4.3.1 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.

4.3.2 Termination at Discretion of LIRPC and the County

If the termination is for the convenience of the LIRPC and the County 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.

4.3.3 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.

4.3.4 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.

4.3.5 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.

4.4 Ownership of Project Products

Project documents shall at all times be the property of the LIRPC and the County. 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.

4.5 Indemnification

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, 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, the LIRPC, or the County such as may legally exist irrespective of this RFP or the contract.

ATTACHMENT A

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 and the County, offers the best value to the LIRPC and the County 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 and the County.

(ii) Any family relationship that any employee of your firm has with any LIRPC or County 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 and the County.

(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 and the County.

b) Please describe any procedures your firm has, or would adopt, to assure the LIRPC and the County 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. 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 _____ 2020

Notary Public