

THE TOWN OF  
PLEASANT VALLEY  
RFP FOR  
ENGINEERING AND/OR  
ARCHITECTURAL  
PROFESSIONALS  
TO DESIGN AND DEVELOP  
A HANDICAPPED  
ACCESSIBLE  
PLAYGROUND AT BOWER  
PARK

## **SECTION I – INTRODUCTION and INTENT of RFP:**

### **Notice to Vendors**

**Sealed proposals** will be received by the Town clerk for The Town of Pleasant Valley N.Y. from experienced, qualified Engineering/Architectural firms (each a “Contractor”) for the design and development of a handicapped accessible playground at Bower Park

Proposals will be accepted until **Friday, March 5, 2012 at 2:00 P.M.** in the Town Clerk’s Office. Complete specifications and instructions are attached herewith.

The Town has been awarded a Community Development Block Grant from the County of Dutchess to build a handicap accessible playground at Bower Park located in Pleasant Valley, County of Dutchess, State of New York. The Town of Pleasant Valley expects the selected Contractor to begin upon award of the Contract.

Proposals shall be submitted in a sealed envelope identifying the Contractor’s name, the RFP title, and the RFP due date on the face of the envelope. Proposals shall include:

- Statement of qualifications;
- Statement of experience with similar projects
- Project team members (curriculum vitae);
- Proposed scope, approach and schedule of services;
- Multiple alternatives to allow Town to maximize use of available funding and position Town for future grant opportunities; and
- Schedule of fees and not to exceed estimate of Contractor’s professional consulting and administrative costs. A rate for each type of expense, including without limitations, mileage, printing costs, etc. must be provided. **This information is to be provided in a separate sealed envelope.**

- Binding Non-collusion Certificate

Submission of a proposal signifies the Contractor's agreement that its proposal and the content thereof are valid and all pricing submitted with the proposal shall remain in effect for the contract period.

One original and nine (9) copies shall be submitted to the Town Clerk no later than 2:00 p.m. EST on the submission date.

**SECTION II – SCHEDULE:**

**The Town of Pleasant Valley**

Engineer\Architect Request for Proposal Schedule

<b>Friday, February 10, 2012</b>	RFP available and placed on Town website.
<b>Wednesday February 15, 2012 10:00 A.M.</b>	Pre-proposal meeting and tour of facility. Meeting begins at 10:00 A.M. at Bower Park, North Avenue/Ravine Road ( <b>Snow date:</b> Friday, February 17, 2012). Interested Contractors may attend EITHER or BOTH pre-proposal meetings.
<b>Wednesday February 22, 2012 10:00 A.M.</b>	Pre-proposal meeting and tour of facility. Meeting begins at 10:00 A.M. at Bower Park, North Avenue/Ravine Road ( <b>Snow date:</b> Friday, February 24, 2012). Interested Contractors may attend EITHER or BOTH pre-proposal meetings.
<b>Monday February 27, 2012 1:00 P.M.</b>	Last day for questions. Questions must be signed and submitted in writing by 1:00 P.M. Questions may be delivered either by mail, e-mail or fax.
<b>Friday March 5, 2012 2:00 P.M.</b>	Proposal receipt deadline. Proposals opened. All proposals are due at the Town Clerks Office by 2:00 PM. No late proposals will be accepted.
<b>Within ten (10) business days after Award of</b>	Vendor is notified of Award decision.

<b>Contract</b>	
<b>Immediately upon notification of Award of Contract</b>	Begin Services

### **SECTION III -- BACKGROUND:**

The Town of Pleasant Valley is requesting proposals from qualified Engineering/Architectural Firms to provide professional services related to the proposed development of a handicapped accessible playground at Bower Park for which the Town has received a Community Development Block Grant. Professional services will include the following:

- Work with recreation committee to develop site plan consistent with Town’s Recreation Master Plan;
- Design of a handicapped accessible playground, parking lot and route from parking lot to playground;
- Preparation of a topographic survey for site plan development;
- Preparation of a site plan showing location of above features as well as future restroom;
- Preparation of design and bid documents;
- Solicitation of bids;
- Bid evaluation;
- Construction support for the complete scope of work described above;
- Coordination with Dutchess County Planning and all other applicable governmental agencies for project approval;
- Ensuring compliance with Federal wage rate requirements and Minority Business Enterprise/Women Owned Business Enterprise (“MBE/WBE”) requirements in bid solicitation documents and responses; and
- SEQRA review and analysis, including among other things, and as appropriate, preparation of an Environmental Assessment Form, coordinated review, participation in a public hearing, and determination of significance.

## **SECTION IV -- GENERAL CONDITIONS and FINANCIAL PROVISIONS:**

**CONTRACTOR QUALIFICATIONS:** Interested engineering and/or architectural firms shall be experienced in the design and development of recreational facilities and, in particular, handicapped accessible playgrounds and facilities. Contractor shall submit a statement of qualifications; experience with similar projects; and a proposed scope, approach and schedule of service. In a separately sealed envelope, Contractor shall provide a schedule of fees and a not to exceed estimate of professional consulting and administration costs.

**PRICING:** The Contractor warrants that the pricing stated herein shall remain firm. Pricing shall include all charges that may be imposed in fulfilling the work.

**SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this proposal will become part of the contract, if the proposal shall be deemed approved and accepted by The Town of Pleasant Valley. In the event of a default on the part of the Contractor after acceptance, the Town may take such action as it deems appropriate including legal action for damages or specific performance.

**PAYMENT TERMS:** Payment terms are NET 45 days following receipt of correct invoice and vouchers. Vouchers and invoices must be submitted to:

The Town of Pleasant Valley

Attn: Accounts Payable

1554 Main Street

Pleasant Valley, N.Y. 12569

**SUBCONTRACTING:** The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

**CHANGES:** The Town of Pleasant Valley shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other

provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

**NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will comply with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

**ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

**COST FOR PROPOSAL PREPARATION:** Any costs incurred by Contractors in preparing or submitting proposals are the Contractors' sole responsibility. The Town of Pleasant Valley will not reimburse any Contractor for any costs incurred prior to award of this contract.

**TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days following the submittal date, March 5, 2012. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays or problems.

**RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors shall become the property of The Town of Pleasant when received.

**OWNERSHIP OF WORK:** All final written or tangible work products shall belong to the Town of Pleasant Valley. In the event of discontinuation of Work prior to completion of the contract, due to termination pursuant to paragraphs \_\_\_ or otherwise, Contractor shall provide all existing work and data files to the Town within fifteen (15) business days following such discontinuation.

**COLLUSIVE BIDDING:** Each bidder submitting a bid to the Town for the Work contemplated by this RFP shall execute and attach thereto a Certificate of Non-Collusion which affirms to the effect that the bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted as per Section 103-d of the General Municipal Law. The acceptable form of Certificate of Non-Collusion is attached to this RFP as Schedule "A".

**GENERAL INDEMNITY:** The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify The Town of Pleasant Valley, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of The Town of Pleasant Valley or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by The Town of Pleasant Valley, as well as The Town of Pleasant Valley officers, agents, and employees from any and

all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against The Town of Pleasant Valley based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements set forth below ("Insurance coverage") The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

**CONFLICT OF INTEREST:** All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of The Town of Pleasant Valley. All Contractors must also disclose in writing with their proposal the name of any employee of The Town of Pleasant Valley who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

**NO EMPLOYMENT BY TOWN:** No director, officer, employee, agent, Consultant, or sub-contractor of the Consultant shall be deemed to be an agent, servant, and/or employee of the Town of Pleasant Valley. The Consultant shall not employ as a director, officer, employee, agent, Consultant, or sub-contractor, directly or indirectly in any capacity, any elected or appointed official of any city, town, village, hamlet, school district, or other political subdivision of the Town of Pleasant Valley or any member of the immediate family.

**COMPLIANCE WITH CODE OF ETHICS:** The Consultant agrees that it will require all its directors, officers, employees, agents, Consultants, or sub-contractors, to be bound and adhere to the Code of Ethics of the Town of Pleasant Valley. The Consultant further agrees that it will require all of its employees to comply with all applicable laws relating to this agreement, or the performance thereof, and that the refusal to supply such evidence and/or testimony shall be the cause for immediate termination of the open space and farmland protection plan contract by the Town of Pleasant Valley.

**ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify the Town of Pleasant Valley of any omissions or errors found in this document.

**INSURANCE COVERAGE:** During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- **Worker's Compensation and Employer's Liability-** The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of New York, as well as employer's liability coverage with minimum limits of \$500,000 per occurrence and \$1,000,000 in the aggregate. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract.
- **Commercial General Liability** – The Contractor shall provide and maintain Commercial General Liability Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, Personal Injury, Broad Form Property Damage, Product Liability, Independent Contractors (if any), Completed Operations and Contractual Liability.
- **Automobile** – Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.
- **Professional Errors & Omission Insurance** – The Consultant shall provide and maintain Professional Errors and Omissions Liability Coverage for all employees and representatives, at a rate no less \$1,000,000 per occurrence / \$2,000,000 Aggregate for negligent professional acts of the Consultant, its employees and/or representatives.
- **All Risk Property Coverage** – Contractor shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage insurance Contractor may deem necessary to protect Contractor against loss of owned or rented capital equipment and tools. The requirement to secure and maintain such insurance is solely for the benefit of Contractor. Contractor's failure to secure such insurance and/or to maintain adequate levels of coverage shall not obligate the Town of Pleasant Valley, its agents or employees, for any losses. Any such insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right to recovery against the Town of Pleasant Valley and the Town of Pleasant Valley is to be held harmless by the Insured and this Insurance carrier."

**INSURANCE REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of New York. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in New York. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing New York laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

**OTHER INSURANCE PROVISIONS:** The policy or policies are to contain, or be endorsed to contain, the following provisions:

Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions.

Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice to the Town of Pleasant Valley and Bower Park, each as an additional insured and Certificate Holder.

The Contractor must include a copy of their insurance certificate with their proposal package. Prior to award of this contract, the selected Contractor shall add The Town of Pleasant Valley as an additional insured and Certificate Holder to their insurance policy. The conforming certificate of insurance shall be submitted to the Town of Pleasant Valley no later than upon the signing of the Contract.

**PROPOSAL OPENING:** The proposal deadline is Friday, March 5, 2012 at 2:00 P.M. On that date and time the package containing the proposals from each responding Contractor will be publicly opened. At that time the name of the Contractor and the cost(s) offered will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) announced at that time may not be an exact indicator of the Contractor's pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the contract. See "**EVALUATION CRITERIA**" and "**AWARD OF BID**" for further explanation on the components involved with the award of this contract.

**EVALUATION CRITERIA:** *The Town of Pleasant Valley, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. The proposals will be evaluated on a "best overall value" basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Contractor's ability to follow the specifications, the Contractor's ability to provide a team of skilled, trained employees, the Contractor's experience with similar projects and the Contractor's responses to "Mandatory Issues". In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Contractors to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. However, Contractors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor.*

*The Town of Pleasant Valley reserves the right to make independent investigations as to the qualifications of the Contractor. Such investigations may include contacting existing customers. Contractors should keep in mind that this is a Request for Proposals and not a request to*

*contract. The Town of Pleasant Valley reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of The Town of Pleasant Valley.*

**REFERENCE TO OTHER DATA:** Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.

**AWARD OF BID:** *The Town of Pleasant Valley, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on “BEST VALUE.” “BEST VALUE” will allow The Town of Pleasant Valley to consider factors beyond pricing such as whether the responsible Contractor is able to meet and/or exceed the required specifications. “BEST VALUE” will permit and reflect prudent stewardship of public funds and trust. Award of the contract to one Contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to the Town of Pleasant Valley.*

The Town of Pleasant Valley reserves the right to reject any and all proposals, make no award of the contract, reissue the RFP, interview and/or negotiate scope and fees with one or more Contractors.

**NOTIFICATION OF AWARD:** After all prerequisites and specifications have been met by the Contractor and the award for Engineering and/or Architectural Services to Design and Develop a Handicapped Accessible Playground at Bower Park has been made, the successful Contractor will be notified within ten (10) business days of award. The Town of Pleasant Valley will notify the successful Contractor in writing, by a LETTER OF AWARD following resolution by the Town Board awarding the contract. VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

**TERMINATION FOR CAUSE:** The Town of Pleasant Valley reserves the right to terminate this contract at anytime for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should The Town of Pleasant Valley elect to terminate this contract for cause, The Town of Pleasant Valley will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by The Town of Pleasant Valley.

**TERMINATION WITHOUT CAUSE:** The Town OF Pleasant Valley and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

## **SECTION V – EMPLOYEE GUIDELINES:**

**DRUG POLICY:** The Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with this policy.

**AUTHORIZED PERSONNEL:** While engaged in the performance of these Lawn Care and Maintenance Services, only authorized employees of the Contractor are allowed at the Town of Pleasant Valley location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) not authorized to perform the Work.

**EMPLOYEE GUIDELINES:** The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds. The Contractor shall comply with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

## **SECTION VI – SAFETY:**

**SAFETY:** The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title “Scope of Work”. The Contractor and any persons employed by the Contractor shall be required to wear the requisite and applicable safety items as required by OSHA regulations while performing any part of the work listed under the title “Scope of Work”.

**State and Federal Regulations:** The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

**Public Safety:** The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

## **SECTION VII -- SPECIAL CONDITIONS:**

**PRE-PROPOSAL MEETING AND FACILITY TOUR:** A Mandatory pre-proposal meeting will begin at Bower Park at 10:00 A.M. EST on Wednesday, February 15, 2012 and February 22, 2012. Interested contractors may attend either or both meetings. Bower Park is located at:

**North Avenue/Ravine Road**

**Pleasant Valley, New York 12569**

The purpose of this meeting is to discuss the project and to answer any questions potential Contractors may have. The Contractors will tour the facilities referenced in this RFP during this pre-proposal meeting. **This pre-bid meeting is mandatory**. **No meetings or tours to review the Scope of Work for the Bower Park Handicapped Playground will be held individually or separately before or after this pre-proposal meeting.**

## **SECTION VIII – PROPOSAL INFORMATION:**

- Proposals for BOWER PARK HANDICAPPED ACCESSIBLE PLAYGROUND ENGINEERING\ ARCHITECTURAL SERVICES will be received by The Town of Pleasant Valley until Friday, March 5, 2012 at 2:00 P.M. EST. Proposals may be submitted by mail or delivered in person. Faxed proposals **WILL NOT** be accepted. The Town clerk's Office must receive all proposals at the following location PRIOR to the date and time specified. Any proposal received after the date and time prescribed shall **NOT** be considered for award and the proposal shall be returned to the Contractor.

Each proposal must be submitted in a sealed envelope, addressed to:

Town Clerk

The Town of Pleasant Valley

Attn: BOWER PARK HANDICAP PLAYGROUND

ENGINEERING/ARCHITECTURAL SERVICES

1554 Main Street

Pleasant Valley, New York12569

- Each sealed envelope containing a proposal must be plainly marked with the **“CONTRACTOR’S NAME”, “RFP TITLE”, and the “RFP OPENING DATE & TIME”**.
- All proposals must be submitted on the required forms. All blank spaces for bid prices must be completed in ink or typewritten. The Bid Forms must be legible, completed, signed, and dated by an official of the company authorized to bind the firm. Unsigned proposals will not be considered. Proposals must consist of one (1) original and one (1) copy. These proposals shall be marked as such – Original and Copy.

- Questions regarding this RFP must be submitted in writing directly to The Town Clerk prior to the submission deadline.
- The Town of Pleasant Valley reserves the right to extend the time period for receipt of proposals in order to respond to one or more written question(s) and to provide adequate time for responding consultants to consider the reply(s) to such question(s). If the Town chooses to exercise this right, it will endeavor to do so five (5) days before the scheduled date for receipt of proposals. It is the responsibility of all interested Contractors to contact The Town Clerk for notice of extensions in the scheduled date for receipt of proposals. Notice of such changes will also be posted on the Town website.
- All questions in the “Mandatory Questions to be answered” must be fully addressed in your proposal.
- The successful Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Accuracy of the Contractor's proposal should be based on information provided during the pre-proposal meeting, site visitations and a careful review of the RFP specifications including any addenda. After proposals have been submitted, the Contractor shall not assert there was a misunderstanding concerning the quantity or nature of the work to be performed in an effort to alter their responsibility to successfully perform the work without additional expense to The Town of Pleasant Valley.
- The Contractor to whom this project is awarded shall execute and perform the work as outlined in these specifications and in accordance with all the conditions as described in this RFP.
- Each Contractor must be a licensed professional engineering or licensed architectural firm or individual, in either event, qualified and experienced in providing engineering and/or architectural services in New York. All employees performing work under the Contract must either be individually licensed or working under the direct supervision of a New York licensed professional engineer or New York licensed architect. When submitting a proposal, the Contractor shall include a statement of experience indicating relevant projects, and in particular, projects involving handicapped accessible playgrounds and facilities.
- The Town of Pleasant Valley may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in these specifications. If requested, the Contractor shall provide The Town of Pleasant Valley with all such information and data for this purpose. The Town of Pleasant Valley reserves the right to reject any proposal if the evidence submitted by or derived from an investigation of such Contractor fails to satisfy The Town of Pleasant Valley that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work specified in this RFP.
- A conditional or qualified proposal will not be accepted.

## **SECTION IX – MANDATORY ISSUES:**

- 1. List or detail all pertinent information and data that would indicate the ability of your organization to satisfactorily fulfill the work as outlined in this Request for Proposals.**
- 2. Has a member of your management team personally inspected the proposed work site? Please include a copy of your complete plan for the performance of specified work.**
- 3. Provide a list of relevant projects and experience.**
- 4. Provide at least three references for similar work within the last five (5) years. For each such reference, indicate: name and client, year completed, dollar amount, and telephone number of a contact person at the entity the work was performed for who possesses direct knowledge of the referenced project.**
- 5. Provide the names, titles and rates for all employees expected to provide services under the Contract.**

# SCOPE OF WORK

## GENERAL SPECIFICATIONS

Scope of professional services includes:

- Work with recreation committee to develop site plan consistent with Town's Recreation Master Plan;
- Design of a handicapped accessible playground, parking lot and route from parking lot to playground;
- Preparation of a topographic survey for site plan development;
- Preparation of a site plan showing location of above features as well as future restroom;
- Preparation of design and bid documents;
- Solicitation of bids;
- Bid evaluation;
- Construction support for the complete scope of work described above;
- Coordination with Dutchess County Planning and all other applicable governmental agencies for project approval;
- Ensuring compliance with Federal wage rate requirements and Minority Business Enterprise/Women Owned Business Enterprise ("MBE/WBE") requirements in bid solicitation documents and responses; and
- SEQRA review and analysis, including among other things, and as appropriate, preparation of an Environmental Assessment Form, coordinated review, participation in a public hearing, and determination of significance.

Proposals must include multiple alternatives to allow the Town to maximize use of available funding and position the Town for future grant opportunities.

**Deliverables:** Contractor shall prepare and submit at each phase of review, ten (10) sets of the following documents as specified:

- Draft playground, parking lot, access and restroom design plan;

- Final playground, parking lot, access and restroom design plan;
- Topographic survey of the site;
- Site plan incorporating all design elements; and
- SEQRA documentation including, as applicable, Environmental Assessment Form (Parts I, II, and III)

Contractor shall coordinate preparation of bid documents, solicitation and evaluation of bids with the Attorney for the Town.

All documents shall additionally be provided to the Town of Pleasant Valley in a format to allow them to be posted on the Town's website.

**SECTION X – BID SHEET:**

<b>PROJECT</b>	<b>ADDRESS</b>	<b>Price</b>
<b>BOWER PARK HANDICAPPED ACCESSIBLE PLAYGROUND</b>	<b>NORTH AVENUE/RAVINE ROAD</b>	

# SIGNATURE SHEET

Signature	Company Name
Print Name	Company Address
City	St. Zip
Telephone #	Fax #
Federal Tax ID #	URL/Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least 45 DAYS

## **SECTION XI – INVOICE SHEET:**

This weekly report must be submitted monthly to accounts payable along with a voucher for payment processing.

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the bidder certifies that:

- a. This bid or proposal has been independently arrived at without collusion with other bidders or with any competitor or potential competitor.
- b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitors.
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
- d. The person signing this bid or proposal certifies that [he/she] has fully informed [himself/herself] regarding the accuracy of the statements contained in this certification and under the penalties of perjury affirms the truth thereof, such penalties being applicable to the bidder as well as to the persons signing in its behalf.
- e. Attached hereto (if this bid is submitted by a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

\_\_\_\_\_  
Name:  
Title:  
Address:

Sworn to before me this  
\_\_\_\_ Day of \_\_\_\_\_, 200\_\_\_\_

\_\_\_\_\_  
Notary Public

CORPORATE NON-COLLUSIVE RESOLUTION

Resolved that \_\_\_\_\_, as \_\_\_\_\_ [insert title] of \_\_\_\_\_ [insert name of corporation] be authorized to sign and submit the bid or proposal of this corporation for the provision of \_\_\_\_\_ services to the Town of Pleasant Valley and to include in such bid or proposal the certificate as to non-collusion required in section 103-d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by:

[Insert Name of Corporation] \_\_\_\_\_ Corporation at a meeting of its Board of Directors held on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Secretary