

Request for Proposals
Open Space and Farmland Protection

Town of Pleasant Valley
February 8, 2012

Request for Proposals

Open Space and Farmland Protection Plan

Town of Pleasant Valley

Dutchess County

New York

RFP Issued: February 8, 2012

Proposals Due: FRIDAY March 5, 2012 at 2:00 p.m. EST.

Town of Pleasant Valley Town Board

Pleasant Valley Town Hall

1554 Main Street

Pleasant Valley, NY 12569

i. Introduction

The Town of Pleasant Valley, New York is requesting the submittal of proposals from qualified professional planning firms (the “Consultant”) to expand upon the work compiled by the Open Space Committee (the “Committee”) and complete a comprehensive town-wide Open Space and Farmland Protection Plan (the “Plan”).

The Plan should coordinate with the updates to the Town of Pleasant Valley Comprehensive Plan (the “Comprehensive Plan”) and Zoning Code adopted December 16, 2009 to ensure consistency and uniformity between the documents. The Plan should also be completed under the goals devised by the Committee which are to preserve and protect the open space in the Town of Pleasant Valley (the “Town”) in order to enhance the quality of life for its residents and preserve the rural character of the community. When we speak of open space we are referring to land with minimum or no development, the protection of which would conserve important natural resources, farmland, cultural resources, wildlife habitat, and recreational uses, resulting in the creation of conservation development patterns that provide fiscal and economic benefits to our community.

The Pleasant Valley Open Space Committee has prepared a rough draft of an Open Space Plan based upon its research of, and relationships with, the community. The current draft of the Plan builds on the recommendations of the Comprehensive Plan and creates a vision for Pleasant Valley, which recommends that residents act as partners in conservation and remain active and engaged in determining the future of the Town. The purpose of the Plan is to assist in protecting Pleasant Valley’s most significant open space resources by providing information regarding the importance of those resources, offering a guide through the various voluntary land protection and financing options, and providing short term and long term recommendations that will contribute to the protection of the environmental and economic health of our community.

Background

The Town manages to retain its rural character while still providing suburban amenities such as a local department store, grocery store and access to major transportation routes. The Town has approximately 9,716 residents that live within the Town’s 21,140 acres. The population of the Town has risen consistently since the 1990s and it can be expected that the population will continue to increase. Increased population creates many challenges, including how we make sure that development occurs in the appropriate places and that our important open spaces remain preserved and our natural resources protected.

The Town of Pleasant Valley contains three main hamlets that define distinct areas of the Town: Pleasant Valley (the Town center), Salt Point (the agricultural core of the Town) and Washington Hollow (a historic gateway into the Town). The areas dividing the hamlets and intermingled with residences provide a variety of landscapes and natural systems. Open spaces in Pleasant Valley include areas along the Wappinger Creek, a waterway that is central to the Town’s identity, wetlands, lakes, ponds, forests, ridgelines, farms and recreational parks. The protection of the appropriate open spaces is vital to retain our rural character and to protect our important natural resources in order to ensure a high quality of life for the residents of our Town.

ii. Request for Proposals

The Town Board is charged with the preparation of this Request for Proposals (RFP), and is also responsible for the review of all proposals received; conducting interviews with qualified persons and firms; and selecting a Consultant to work with the Committee to complete the Plan.

As outlined in section III (Scope of) below, this RFP requests proposals to perform several discrete tasks:

- Update and complete analysis and inventory of natural and agricultural resources.
- Update mapping of natural and agricultural resources.
- Perform a citizen needs assessment.
- Cost analysis.
- SEQRA review and analysis.
- Implementation of the Plan.

Qualified Consultants are encouraged to submit proposals to conduct one or all of these tasks, it being the intent of the Town Board that Consultants may bid on these tasks as a single bid, or may selectively bid on one or more of the tasks within their area(s) of expertise.

The Town Board reserves the right to select one or more firms to perform one or all of these tasks based on the Selection Criteria as set forth in section V of this RFP.

The Town Board discourages the inclusion of excessively long resumes and biographical materials that do not add substantively to the Proposal or otherwise assist the Town Board in understanding the qualifications of the Consultant.

In order to assist the Town Board with the evaluation of proposals that are received each proposal shall use the following format:

1. Statement of Qualifications

A brief description of the firm submitting the proposal, including: full business name, legal status (corporate, partnership, or sole proprietor), number and type of employees, specialties, and longevity. List similar projects and the specific personnel who worked on them that are proposed to work on this project. Include past projects name and client, year completed, dollar amount, and telephone number of a contact person at the entity the work was performed for that possesses direct knowledge of the referenced project. It is very important to include project management experience for the proposed project manager.

2. Project Team Members (Curriculum Vitae)

List any specialties or strengths that make the Consultant and the personnel assigned to this project uniquely suited to the task of performing the work as outlined in the RFP. Provide an organizational chart of the employees proposed to work on this project, including the Project Manager who would be assigned to this project and who shall be the Town's main point of contact with the Consultant. This shall include a listing of each individual's relevant project experience in regard to the tasks and responsibilities they would perform in this project,

3. Project Schedule & Details

The Consultant shall provide a detailed proposed project schedule limiting the timeframe to no greater than one year, depicting the start and completion time for each of the work scope items identified in Section III of this RFP. This shall include a detailed description of the Consultant's proposed approach, scope of services, and timeline to complete each task.

The Town of Pleasant Valley will publish notices for public meetings, record testimony, and prepare minutes. The Consultant shall be responsible for preparing minutes of any non-public meetings and interviews.

4. Cost & Payment Schedule

The Consultant shall provide a detailed Project Budget, including estimated hours per task and billing rates for all personnel to be assigned to the project.

A total, not-to-exceed dollar value for any reimbursable expenses associated with each individual task must be specified. A rate for each type of expense, such as mileage, printing expenses, etc. must be specified.

5. Alternative work items

The proposal may include a list of alternative work items listed as an additional cost. Each additional work item shall be clearly identified and related to the full description provided in the Consultant's technical proposal. Such alternative shall include a list of staff hours, and cost estimated to complete the work item.

6. Non-Collusion Certification

Each proposal shall include a signed original of the Non-Collusion Certification attached hereto and made part of this RFP in Exhibit "A".

Proposals should be kept to a minimum size and be no more than 40 pages, single-spaced. Additional information beyond 40 pages can be provided as a .PDF on a CD accompanying the proposal.

One original and (9) copies of the proposal shall be submitted no later than 2:00 PM EST on FRIDAY, March 5, 2012.

The proposal shall be filed with the Town of Pleasant Valley Town Board, c/o the Office of the Town Clerk, either by US Mail, overnight delivery, or in person at the Pleasant Valley Town Hall, 1554 Main Street, Pleasant Valley, New York, 12569.

The Town reserves the right to reject any and all proposals.

iii. Scope of Work

The Town Board has established the following primary tasks for the completion of the Open Space and Farmland Protection Plan:

1. Update and complete analysis and inventory of natural and agricultural resources.

In this task the Consultant shall review the inventory already set forth in the Plan; confirming its authenticity, supply additional information, and expand descriptions and mapping already compiled. The resources should include but are not limited to:

- Topography
 - Water Resources
 - Agricultural Land
 - Forest and Woodlands
 - Special Habitats
 - Scenic Areas/Roads
 - Parks and Trails
 - Historic Sites and Open Space
2. Update mapping of natural and agricultural resources based on specific areas.

In this task the Consultant shall update and add mapping related to the previously listed resources and their impact on the following areas:

- Wappinger Creek Corridor
 - Gretna Road/Netherwood Road
 - Northwest Area
 - Salt Point Area
 - Pine Hill Road/Davis Road/Scout Road Area
 - Taconic Parkway Area
 - Traver/Drake Road Area
3. Citizens needs assessment

The Plan will shape the future for our residents through the balance of open space preservation and farmland protection with development needs and provide the Town with responsible growth and planning. Therefore input from the residents along with an initial assessment of attitudes, interest, and needs as well as the eventual review of the Plan are essential to the completion of the Plan.

In this task the Consultant will solicit the resident's participation through the following means:

- Interviews
- Town Hall Style Meetings
- Open Houses including Q&A sessions and viewing of the proposed plan

- Website announcements and availability of information
- Any other meaningful and reasonable method the Consultant could use to provide every opportunity for resident participation
- Consultant shall hold no less than two (2) community workshop meetings, advertised in a manner to encourage public participation

4. Consultant analyzes collected data and presents such analysis to the Town Board.

In this task, the Consultant will analyze the data collected during the public participation process and present the results in a format that can be used by the Town Board to prioritize the issues that will be addressed in the Open Space and Farmland Plan. The Consultant shall present the results of its analysis to the Town Board at a public meeting and in written form.

5. Consultant prepares cost analysis

In this task, the Consultant will examine the cost of implementation of various recommended actions and implementation goals.

6. Preparation/Revision of Draft Plan

In this task, the Consultant shall prepare/revise a/the draft Open Space and Farmland Protection Plan based upon the data collection and analysis performed in tasks 3 and 4 above, together with any additional analysis of data and mapping performed by the Consultant and approved by the Town Board. The Consultant shall attend public meetings and workshops to prepare and present the draft Plan.

7. State Environmental Quality Review Act ("SEQRA") Review and Analysis

In this task, the Consultant will assist the Town in preparation and distribution of documents relative to the SEQRA process, including preparation of a Full Environmental Assessment Form with Parts 1, 2, and 3, as appropriate, assistance with coordinated review and assessing the determination of significance relative to the project.

8. Final Plan and Implementation

In this task, the Consultant along with the Committee, presents the proposed Plan to the Town Board for further review and public hearings. Based on input from the Town Board and the public the Consultant shall complete the final Open Space and Farmland Protection Plan.

As noted above each of these tasks generally outline the work involved, and it shall be the responsibility of each consultant replying to this RFP to identify, with specificity, the tasks, sub-tasks, and meeting time for public workshops, public presentations, and public hearings, including a proposed timetable, to perform and complete the work outlined herein. This will include meetings with the Committee and the Town Board, public workshops, and public hearings. Consultants may suggest additions to the Scope of Services they feel would be beneficial to the Town however; the proposal cost may not be based upon provision of such additional services. The Town reserves the right to amend this Request For Proposals to include any such suggested services.

iv. RFP Questions

Specific questions regarding this RFP shall be submitted in writing and directed to: The Town Clerk, 1554 Main Street, Pleasant Valley, NY 12569.

Each and every written question received prior to the deadline will be assembled, posted on the Town website, and receive written replies. Responses will be posted on the Town's website. It shall be the responsibility of each consultant replying to this RFP to check the Town web site for questions and replies. Questions and comments that are not in writing will not be accepted and will not receive a reply.

The Town also 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 Consultants 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.

In responding to this RFP, it is recommended that bidders review the 2009 Town of Pleasant Valley Comprehensive Plan. (Available for download at the town website www.pleasantvalley-ny.gov and a hard copy is available at the office of the Town Clerk).

v. Deliverables

The Consultant shall prepare and submit the draft and final Open Space and Farmland Protection Plan documents in the following numbers and manner:

1. 20 copies of the Draft Open Space and Farmland Protection Plan as approved by the Town Board.
2. 20 copies of the Final Open Space and Farmland Protection Plan as adopted by the Town Board.
3. All materials to be provided in a Microsoft Office format as well as Adobe Acrobat's portable document format (file type *.PDF), latest version with integrated graphics.
4. All project documents, including notices, meeting minutes, etc., shall be provided in an Adobe Acrobat's portable document format (file type *.PDF) and made part of the Draft and final Open Space and Farmland Protection Plan.
5. All documents shall be compiled so that they can effectively print in black and white.
6. All draft and final products of the work of this project shall be the property of the Town of Pleasant Valley.

vi. Proposal Evaluation

The written proposals shall be evaluated by the Town Board using the following criteria, listed in order of importance:

1. Organization, completeness, and overall quality of proposal.
2. The consultant firm's experience with communities with attributes similar to the Town of Pleasant Valley.
3. The relevant experience of the individuals proposed to perform the work.
4. Cost.
5. Schedule.

vii. Consultant Selection

The Town Board may select one or more firms to be interviewed. Interviews will include a presentation by the prospective Consultant of no more than 20 minutes. It is strongly encouraged that such presentations focus on the prospective Consultant's approach to this project and relevant examples of similar project approaches.

At the conclusion of the interview process, the Town Board will select the winning Consultant(s) and negotiate a contract subject to review and approval by the Attorney for the Town, for the selected services which contract shall include specific details regarding insurance requirements, timetable for commencement and completion of tasks, schedule for payments and deliverables, ownership of work product and documents, access to public records, confidentiality, non-discrimination requirements, and the general and specific responsibilities of the parties under the contract.

The Town reserves the right, among other options, to reject any and all proposals, reissue the RFP, interview, and/or negotiate scope and fees with one or more Consultants or firms.

viii. Insurance Coverage

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

- Worker's Compensation and Employer's Liability – The Consultant 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 Consultant's employees who are engaged in any work under this contract.
- Commercial General Liability – The Consultant 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 Consultants (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 and \$5,000,000 aggregate; \$500,000 uninsured/under insured motorist; and \$5,000.00 medical payment.
- Professional Errors & Omissions 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 – The Consultant shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage insurance Consultant may deem necessary to protect Consultant against loss of owned or rented capital equipment and tools. The Consultant'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."

Providing and maintaining adequate insurance coverage is a material obligation of the Consultant 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 Consultant 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 Consultant shall not be interpreted as limiting the Consultant's liability and obligations under the contract.

In addition, the policy or policies are to contain, or be endorsed to contain, the following provisions:

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

The Consultant must include a copy of their insurance certificate with their proposal package. Prior to award of this contract, the selected Consultant shall add The Town of Pleasant Valley as an additional insured and Certificate Holder to their insurance policy, at no cost to the municipality. All policies must be issued by a company insured, licensed and authorized to do business in the State of New York, and maintaining an office within the State of New York. The conforming certificate of insurance relating thereto shall be submitted to the Town no later than upon signing of the Contract. Coverage shall state that the Consultant's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' written notice to the town of Pleasant Valley as an additional insured and Certificate Holder.

ix. General Provisions

- A. **SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal shall be considered an offer on the part of the Consultant. 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 Twon of Pleasant Valley. In the event of a default on the part of the Consultant after acceptance, the Town may take such action as it deems appropriate including legal action for damages or specific performance.
- B. **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, NY 12569

- C. **NON-DISCRIMINATION:** The Consultant 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.

- D. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Consultants in preparing or submitting proposals are the Consultants' sole responsibility. The Town of Pleasant Valley will not reimburse any Consultant for any costs incurred prior to award of this contract.
- E. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Consultants shall become the property of The Town of Pleasant Valley when received.
- F. **COLLUSIVE BIDDING:** Each bidder submitting a bid to the Town for the Work contemplated by the 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".
- G. **GENERAL INDEMNITY:** The Consultant 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 Consultant 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 Consultant 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 therefrom. As an integral part of this agreement, the Consultant 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 above ("Insurance Coverage"). The obligations of the Consultant 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 Consultant.
- H. **ERRORS AND OMISSIONS:** The Consultant shall not take advantage of any errors or omissions in the RFP. The Consultant shall promptly notify the town of Pleasant Valley of any omissions or errors found in this document.
- I. **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.
- J. **PROPOSAL OPENING:** The proposal deadline is FRIDAY, March 5, 2012 at 2:00PM. On that date and time the package containing the proposals from each responding Consultant will be publicly opened. At that time the name of the Consultant 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 Consultant's pricing position. Neither can the assumption be made that the Consultant with the lowest price offered will be awarded the contract. See "PROPOSAL EVALUATION" and "CONSULTANT SELECTION" for further explanation on the components involved with the award of this contract.

- K. NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Consultant and the award for the Town of Pleasant Valley Open Space and Farmland Protection Plan has been made, the successful Consultant will be notified within ten (10) business days of award. The Town of Pleasant Valley will notify the successful Consultant 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.
- L. 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, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause, The Town of Pleasant Valley will notify the Consultant thirty (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 by certified U. S. mail. Immediate dismissals may be executed if deemed necessary by The Town of Pleasant Valley.
- M. TERMINATION WITHOUT CAUSE: The Town of Pleasant valley and the Consultant may terminate this open space and farmland protection plan contract without cause. Written notice of termination must be sent via certified U. S. mail no later than thirty (30) days prior to termination date.
- N. CHANGES IN CONTRACT: There shall be no changes, alterations, or additions in the master contract without prior written consent of the Town of Pleasant Valley. This specifically includes the fixed price payment and per diem charges as outlined in the contract. 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.
- O. FIXED PRICE: In the proposal, the Consultant will state the fixed price paid by the Town to the Consultant shall include any and all expenses set forth by example herein, but not limited thereto, including all temporary living and relocation expense allowances, nominal office supplies, direct and indirect costs, administrative and marketing overhead, and travel with the Town. The said fixed price also includes expenses of the Consultant, its agents, and/or employees for travel outside the Town. The Consultant warrants that the pricing stated herein shall remain firm. Pricing shall include all charges that may be imposed in fulfilling the Work.
- P. 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.

- Q. **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.
- R. **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.
- S. **ASSIGNMENT OF CONTRACT:** The Consultant shall not assign, convey transfer, or delegate any of its responsibilities and obligations to this agreement to any person, corporation, partnership, association or entity, without the prior written approval of the Town of Pleasant Valley.
- T. **SUB-CONTRACTING:** The Consultant shall not have the right or power to assign, subcontract, or transfer any of its interest in this contract. The Consultant is prohibited from subcontracting any services covered in the scope of the work.
- U. **OWNERSHIP OF WORK PRODUCT:** All final written or tangible work products shall belong to the Town of Pleasant Valley. In the event of premature discontinuation of work, the Consultant shall agree to provide all existing work and data files to the Town. Delivery of all files after the project is completed will be outlined in Section 7 of the RFP.
- V. **GENERAL LEGAL RESPONSIBILITY:** The Consultant shall comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future, during the term of the project, applicable at any time to the Consultant pursuant to its obligations in regard to this project. The Consultant and any of its sub-contractors, agents, servants, and/or employees shall obtain, at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates, necessary for the performance of its obligations pursuant to the agreement.

EXHIBIT A

NON-COLLUSION CERTIFICATION

By submission of a proposal in response to the Request For Proposals ("RFP"), each vendor (i.e. "Consultant") and each person signing on behalf of any vendor, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its/their knowledge and belief:

- 1.) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;
- 2.) The prices which have been quoted in this proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
- 3.) No attempt has been made or will be made by the vendor to induce and other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- 4.) 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.
- 5.) 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 of Firm:

Address of Firm:

Telephone:

By: _____
Signature of Representative of Vendor Firm or Corporation

Print or Type Name of Representative of Vendor Firm or Corporation

STATE OF _____)
SS:
COUNTY OF _____)

On the _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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