



Governor's Office of Storm Recovery



Andrew M. Cuomo
Governor

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Executive Director

HOUSING TRUST FUND CORPORATION

Request for Proposals ("RFP")

for

Professional Services

for

Community Development Block Grant-Disaster Recovery

Rebuild By Design: Living with the Bay

Mill River Watershed Management – Planning and Conceptual Design Services

March 17, 2016

RFP # 201603_048

Responses must be received by
5:00 p.m. (Eastern), April 13, 2016

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ATTACHMENTS AND APPENDICES

1. GENERAL INFORMATION

1.1. Purpose

The Governor's Office of Storm Recovery ("GOSR") of the Housing Trust Fund Corporation ("HTFC") seeks to procure professional planning and conceptual design services to develop a watershed management plan in connection with its administration of U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), and in connection with the Rebuild by Design Living with the Bay project, specifically those project components related to the Slow Streams portion of the winning proposal that can be found at <http://www.rebuildbydesign.org/project/interboro-team-final-proposal/>. This request for proposals ("RFP") is issued in accordance with the Procurement and Contract Guidelines of GOSR and in compliance with [Section 2879a of the New York Public Authorities Law](#).

The purpose of this RFP is to obtain proposals from Respondents and to award a contract(s) to provide watershed management planning and conceptual design services for the Rebuild by Design Living with the Bay: Slow Streams project in Nassau County on Long Island, NY. Rebuild by Design awarded the project \$125 million for construction of interventions, natural resource projects, social resiliency projects, and implementation of educational programs. Consultant(s) services are detailed in Section 3 of this RFP. Respondents to this RFP should thoroughly review the New York State Action Plan for Community Development Block Grant Disaster Recovery and all amendments thereto, as well as all Federal Register notices related to the CDBG-DR funds. The Action Plan and all amendments are located on the GOSR website at: <http://stormrecovery.ny.gov/funding/action-plans-amendments>.

1.2. Description of Program(s)

The watershed management planning and conceptual design services to be procured through this RFP will support the implementation and administration of Rebuild by Design Living with the Bay project in the Mill River watershed for which CDBG-DR funds and/or Rebuild By Design funds will be used, including infrastructure development projects performed by municipalities, agencies, and other organizations that will help administer funds.

Rebuild by Design was a competition administered by HUD in June 2013 in response to the destruction caused by Superstorm Sandy. The competition called for proposals for solutions to flooding and stormwater hazards experienced by the hardest hit areas in the Northeast United States. The proposals were to include an additional focus on social resiliency, use of natural resources and green infrastructure.

One of the winning Rebuild by Design proposals was the Living with the Bay project. The purpose of the project is to "increase community resilience by mitigating local risk from tidal and stormwater flooding, while incorporating environmental co-benefits such as water quality improvements, ecological restoration, and aquifer recharge. In addition, the project creates public access to the river, reconnecting communities with the natural environment and providing economic development opportunities. The project will leverage and build upon the federal and state funded Bay Park Sewage Treatment Plant project, to improve the tributaries

around the plant.”¹ The comprehensive suite of resiliency interventions to be analyzed includes those which address flooding (e.g., storm surge, stormwater (precipitation and ice/snow melt), nuisance flooding, and projected sea level rise in accordance with 6 NYCRR Part 490), stormwater hazards, coastal erosion, and pollution in the sub-watersheds that drain into the project area along the Mill River and into the East Rockaway Channel. The watershed is one of the most densely populated and was among the hardest hit areas during Superstorm Sandy. In addition, a significant percentage of the area’s residents are low- and moderate-income individuals.

As currently conceived, the Living with the Bay project encompasses the sub-watersheds that drain into Hempstead Lake, South Pond, Smith Pond, the Mill River south of the Sunrise Highway, and the East Rockaway Channel and its surrounding tidal wetlands. This project area includes the municipalities of Rockville Centre, Lynbrook, East Rockaway, Bay Park, Oceanside, Island Park, and Harbor Isle into the coastal waters of Hewlett Bay around Bay Park County Park.

GOSR anticipates coordination with local governments, State agencies, schools, universities, community partners, and citizens that work on the watershed. GOSR anticipates the formation of a Technical Advisory Committee (TAC) comprising local, regional and state experts with experience germane to the purpose of the project. GOSR anticipates the need both community engagement events as well as regional engagement events to more clearly define the issues facing the project area on both a community and regional scale. More information about Rebuild by Design can be found at: <http://stormrecovery.ny.gov/infrastructure/rebuild-by-design>.

1.3. Diversity and Income Requirements

Pursuant to New York State Executive Law Article 15-A (“Article 15-A”), GOSR recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority- and Women-Owned Business Enterprises (“MWBEs”), and the employment of minority group members and women in the performance of all New York State funded GOSR contracts. GOSR is committed to ensuring that firms which are MWBE certified in New York State, or any other city or state, or the federal government, are encouraged to submit proposals in response to this RFP.

For purposes of this solicitation, HTFC hereby establishes an overall goal of 30% for MWBE participation for the above described services performed under the contract(s) awarded pursuant to this RFP: 15% for Minority-Owned Business Enterprises and 15% for Women-Owned Business Enterprises.

In addition, in accordance with New York State Executive Law Article 17-B (“Article 17-B”) governing NYS contracting requirements, HTFC hereby establishes a utilization goal of 6% for Service-Disabled Veteran-Owned Business (“SDVOB”) participation. Refer to section 5.3.6.

¹ <http://stormrecovery.ny.gov/living-bay-slow-streams>

In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Urban Development Act of 1968, GOSR is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Further requirements for MWBE Contractor participation are detailed in Appendix A, “NYS MWBE Contractor Requirements and Procedures” of this RFP. Section 3 requirements are detailed in Section 30 of Appendix I, “HUD General Provisions.”

2. RFP PROCESS AND ADMINISTRATIVE REQUIREMENTS

2.1. RFP Coordinator

Shin Kim
 Director of Procurement
 Governor’s Office of Storm Recovery
 25 Beaver Street
 New York, New York 10004
GOSRProcurement@stormrecovery.ny.gov

2.2. RFP Timeline

Target Date	Event
March 17, 2016	Release of RFP
March 23, 2016	Anticipated Pre-Proposal Conference
March 25, 2016	Last Day to Submit Questions – 5:00 p.m. (Eastern)
March 29, 2016	Issuance of Answers to Questions (tentative)
April 13, 2016	Proposal Submission Deadline – 5:00 p.m. (Eastern)
April 25-29, 2016	Finalist Interviews (tentative)
May 2-6, 2016	Target Date for Selection

Please note that the RFP timeline includes target dates and may change. It is the responsibility of Respondents to periodically review the GOSR and HTFC websites for regular updates to the RFP timeline and other important information which may alter the terms or requirements of this RFP.

2.3. Pre-Proposal Conference and Questions

A pre-proposal conference will be scheduled to discuss this RFP, accept questions, and provide preliminary responses. GOSR is in the process of scheduling the conference and will post an update to the Governor’s Office of Storm Recovery “Procurement Opportunities” webpage at: <http://stormrecovery.ny.gov/doing-business-with-gosr/rfps>.

Interested firms are strongly encouraged to check the “Procurement Opportunities” webpage frequently for updates and additional information pertaining to this RFP. All questions and correspondence must be sent to GOSRProcurement@stormrecovery.ny.gov. Any correspondence or questions regarding this RFP sent to any other email will not receive a response. All questions must reference this specific RFP in the subject line of the email. The subject line for questions related to this RFP should read “**RE: RFP Question – Living with the Bay Planning and Conceptual Design Services**” Answers to all substantive questions, including those arising from the pre-proposal conference, will be posted on the GOSR “Procurement Opportunities” webpage listed above as soon as practical following the deadline for question submission.

2.4. Procurement Lobbying Provisions

Pursuant to State Finance Law §§ 139-j and 139-k, this RFP includes and imposes certain restrictions on communications between GOSR and Respondents during the solicitation process. A Respondent is restricted from making contacts, from the earliest notice of intent to solicit offers through final award and approval of the contract (the restricted period), with GOSR staff other than the RFP Coordinator unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

GOSR employees are required to obtain certain information when contacted during the restricted period and make a determination of responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility can result in the rejection for contract award and, in the event of two (2) findings within a four-year period, the Respondent is debarred from obtaining governmental procurement contracts. Information on these requirements can be found at:

<http://www.ogs.state.ny.us/aboutogs/regulations/defaultAdvisoryCouncil.html>

For all lobbying law contacts and inquiries, please contact:

Natalie Denney

Lobbying Contact Officer

Governor’s Office of Storm Recovery

GOSRProcurement@stormrecovery.ny.gov

Email must indicate subject: **RE: Lobbying Inquiry**

2.5. Conflicts of Interest

In the event of real or apparent conflicts of interest, GOSR reserves the right to impose additional conditions upon Respondents. The selected Respondent will be subject to the provisions on conflicts of interest set forth in section 74 of the New York State Public Officers Law. GOSR reserves the right to cancel any contract awarded pursuant to this RFP upon 30 days written notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to GOSR’s satisfaction. Prior to responding to this RFP, you must perform a conflict of interest inquiry and disclose to GOSR in your proposal any and all potential conflicts of interest that exist or may exist for your organization or your subcontractors or affiliates in relation to the scope of work contained in this document.

2.6. Proposal Submission Format

Proposal submissions to this RFP must be filed electronically in Portable Document Format (pdf) file. Unless otherwise noted, Respondents must complete and submit all forms, information, and other documentation listed herein (including, without limitation, any Attachments and Appendices to this RFP) as part of their electronic submissions. Respondent is responsible to ensure that emails and attachments are delivered in a legible format.

Any proposal delivered after the submission deadline will not be evaluated. Delivery delays shall not excuse late submissions. Respondents are responsible for ensuring that emails/attachments are delivered on time in a legible format. Complete Proposals, including all parts, must be received by the deadline in order for a Proposal to be considered timely. Respondents assume all risks associated with delivery. In all instances, GOSR's determination regarding the completeness and timeliness of any Proposals shall be at the sole discretion of GOSR and shall be final.

Proposals must be submitted by email to:
GOSRProcurement@stormrecovery.ny.gov

Proposals must be delivered by email in two parts no later than the Proposal submission deadline. Part one shall include the Price Proposal. The email subject shall indicate **RE: Bid Proposal for Living with the Bay Planning and Conceptual Design Services – Price Proposal**. Part two shall include the Technical Proposal along with all attachments and completed forms. The email subject shall indicate **RE: Bid Proposal for Living with the Bay Planning and Conceptual Design Services – Technical Proposal and Attachments**.

There is a 40-page total limit except that résumés, curricula vitae, appendices that document relevant work performed, and screen shots of potential project management systems do not count against the page limit. Proposal font size shall not be any less than 12 point, with 1-inch margins, with the exception of tables and charts, but such text must be clearly legible. Respondents are encouraged to submit only relevant and necessary information.

Respondents shall not make any aspect of a Proposal contingent upon the use of State of New York personnel, property, or equipment.

GOSR will consider Proposals to this RFP that are presented in a consistent and easily comparable format. Proposals that are not organized in the manner set forth in this RFP may be considered nonresponsive at the sole discretion of GOSR. Do not refer to other parts of your Proposal, or to information that may be publicly available elsewhere, or to your website, or to another website in lieu of presenting the information in your Proposal.

Proposals must include a cover letter stating that: (a) the information submitted in and with the Proposal is true and accurate; and (b) the person signing the cover letter is authorized to submit the Proposal on behalf of the Respondent.

2.7. Changes to Proposal Wording / Clarifications

The Respondent shall not change the wording of its Proposal after the submission and no words or comments will be added to the Proposal unless requested by GOSR for purposes of clarification.

2.8. Errors and Omissions in Proposal

GOSR reserves the right to reject a Proposal that contains an error or omission. GOSR also reserves the right to request correction of any errors or omissions and/or to request clarification or additional information from any Respondent, without opening up clarifications for all Respondents. Respondents will be provided a reasonable period of time in which to submit written responses to GOSR's request for clarification or additional information. Respondents shall respond by the deadline stated in the correspondence.

2.9. Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with GOSR, if any. GOSR will not be liable for any claims, costs or damages incurred by the Respondent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

2.10. Selection of Proposal in Best Interests of the State

Notwithstanding the selection criteria set forth in the RFP, GOSR reserves the right to select a Proposal that, in its sole judgment, is consistent with and responsive to the goals of the State's CDBG-DR Action Plan, irrespective of whether it is the apparent lowest-priced Proposal, if it is determined by the Executive Director of GOSR and the Commissioner of NYS HCR to be in the best interests of the State of New York.

2.11. Notification of Selection

The selected Respondent(s) will be issued a Letter of Intent to Contract, via email.

2.12. Number of Awards

At the sole discretion of GOSR, and based upon the breadth and experience of Respondents to this RFP, GOSR may award contracts to more than one Respondent. GOSR currently anticipates awarding one (1) contract pursuant to this RFP.

Nothing in this section shall be construed to limit in any way GOSR's right, in its sole discretion, to cancel this RFP.

2.13. Service Level Agreements

GOSR expects to select (a) Respondent(s) that will agree to clearly-defined service level agreements ("SLAs"), as yet to be determined but to be included in any final contract between the parties. Such SLAs will be established and agreed upon to ensure a timely, efficient, equitable, and transparent recovery process. Fees payable under this contract will be contingent upon compliance with the terms of these SLAs and other pre-agreed metrics for success. GOSR

reserves the right to cancel any contract awarded pursuant to this RFP, or withhold payment of funds under any contract awarded pursuant to this RFP, for failure to adhere to these SLAs.

2.14. Withdrawal of Proposal

A Respondent may withdraw a Proposal at any time up to the date and time that the contract is awarded. The withdrawal must be submitted in writing to the RFP Coordinator.

2.15. Rejection of Proposals / Cancellation of RFP

Issuance of this RFP does not constitute a commitment by GOSR to award a contract. GOSR reserves the right to accept or reject, in whole or in part, all Proposals submitted and/or to cancel this solicitation and reissue this RFP or another version of it, if it determines that doing so is in the best interest of the impacted communities or the State of New York.

2.16. Ownership of Proposals

All documents, including Proposals submitted to GOSR, become the property of GOSR. They will be received and held in confidence by GOSR, subject to the provisions of the *Freedom of Information Law*. Selection or rejection of a Proposal does not affect this provision.

2.17. Waiver of Informalities

GOSR reserves the right to waive any informalities and/or irregularities in a Proposal if it determines that doing so is in the best interest of the impacted communities or the State of New York.

2.18. Proprietary Information

Only information considered trade secrets or non-published financial data may be classified as proprietary or confidential. Such information within the Proposal must be clearly marked. Proposals containing substantial contents marked as confidential or proprietary may be rejected by GOSR. Provision of any information marked as confidential or proprietary shall not prevent GOSR from disclosing such information if required by law. The awarded contract(s), and all prices set forth therein, shall not be considered confidential or proprietary and such information may be made publicly available.

2.19. Confidentiality of Information

Information pertaining to GOSR obtained by the Respondent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from GOSR.

2.20. Collection and Use of Personal Information

Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning their employees and/or employees of any subcontractors. If this RFP requires Respondents to provide GOSR with personal information of employees who have been included as resources in their Proposal to this RFQ, Respondents will

ensure that they have obtained written consent from each of those employees before forwarding such personal information to GOSR. Such written consents are to specify that the personal information may be forwarded to GOSR for the purpose of responding to this RFP and used by GOSR for the purposes set out in the RFP. GOSR may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents shall immediately supply such originals or copies to GOSR.

2.21. RFP and Proposal as Part of Contract

This RFP and the selected Respondent's Proposal will become part of any contract between GOSR and the Respondent. In the event that the terms of the RFP or Proposal conflict with the contract, the contract terms shall control. GOSR anticipates a contract with a term of one (1) year with the option, at GOSR's election, for a single one (1) year extension.

3. SERVICES

3.1. Scope of Services

The scope of services to be provided includes the following:

(a) Vision Statement, Purpose, Need and Goals of the Watershed Plan

The selected Respondent, in collaboration with GOSR, shall prepare an initial vision statement that expresses a long-term idea of what the watershed will become, including coastal areas near the mouth of the Mill River that are vulnerable to flood inundation damages and/or shoreline and wetland erosion, and clearly describes the purpose and need of the watershed plan, as well as its goals and objectives. For the purposes of this project, "coastal protection" means actions that adapt or restore natural feature, or engineering-designed features where necessary, to minimize flood and erosion threats. This initial deliverable will set the tone of the watershed plan and will be used throughout the planning process. In addition, an initial set of watershed-wide long-term goals and objectives will be created to provide a realistic framework for achieving the vision as well as help focus limited resources. The selected Respondent shall submit the draft initial vision statement, goals and objectives to GOSR for review and approval. Based on information gathered from the characterization and comments from the public, the selected Respondent shall refine the initial vision statement and watershed goals and objectives, as needed.

The selected Respondent will incorporate the Community Outreach/Participation Plan required below into its process for identifying the localized needs in each of communities within the project area related to stormwater, storm surge, flooding and water quality.

(b) Description and Assessment of the Waterbody(ies) and Watershed Resources

The selected Respondent shall conduct an inventory of the waterbody(ies) and watershed(s) based on existing data, and federal, State, county, regional or local

planning and monitoring programs, and new information as determined by the Living with the Bay Citizens' Advisory Committee made up of local citizens (the "CAC") and GOSR staff, collected specifically for this project, as necessary.

The scale for which the primary unit of analysis, presentation and recommendations for protection and restoration of watershed resources shall be at the subwatershed level. Based on the inventory, the selected Respondent shall prepare a description and assessment that:

- Delineates the watershed and its constituent subwatersheds determined by an analysis of topography, existing built drainage infrastructure, surface hydrology, field observation, and other factors, as appropriate. This information will be used by the selected Respondent to create, and submit for GOSR approval, a project area boundary.
- Describes vulnerabilities to storm surge and current erosion patterns in coastal areas around the mouth of the Mill River and how those vulnerabilities will be affected by Sea Level Rise as projected by the NYSDEC pursuant to 6 NYCRR Part 490.
- Identifies and describes the geographic setting and features of the watershed, including but not limited to, topography, geology, hydrography, floodplains, soils, precipitation, and areas prone to erosion, inundation, and storm surge.
- Identifies, describes and maps infrastructure (e.g., roads and bridges; stormwater infrastructure including outfalls; dams, and other impoundments or flow constriction structures).
- Identifies and describes wellheads and public water supplies and existing or potential threats to such resources.
- Identifies and describes groundwater recharge areas, stream base flow, or wetland hydrology, and to the extent information is available, the interaction between ground water and surface water in the project area.
- Describes history of dredging, any proposed new dredging, and use of dredged material.
- Describes demographics, and historic, current, and projected population density.
- Describes historic and current land uses and land cover, including an estimate of impervious cover for each subwatershed.
- Describes zoning, applicable overlay districts and any other land use regulations, subdivision regulations or site plan requirements that manages or contributes to risk to development and infrastructure.
- Identifies water quality classifications for all segments of the waterbody.
- Identifies and describes impairments to water quality and living resources.
- Identifies point sources and hot spots (i.e., NPDES Phase I & II permittees, septic and underground storage tanks, landfills and superfund sites, agriculture).
- Describes living resources (e.g., fish, macroinvertebrates), and overall watershed habitat.
- Describes key water and habitat resources warranting special protection or restoration.
- Estimates runoff and pollutant loadings for each subwatershed under current conditions, and anticipated pollutant loads resulting from new or expanded uses in the watershed.

- Estimates areas that would be inundated by Sea Level Rise as set forth in 6 NYCRR Part 490.

The selected Respondent shall submit the draft Waterbody and Watershed Inventory Report to GOSR for review and approval, and the selected Respondent shall incorporate GOSR's comments in the final watershed characterization.

(c) Identify Stakeholders, Experts and Interested and Involved Agencies, Organizations and Individuals; Identify Existing Programs and Laws.

The selected Respondent shall conduct research and identify local, regional and State stakeholders, subject matter experts and interested and involved agencies, organizations and individuals to participate in the regional watershed planning process. Such agencies, organizations and individuals will be involved in activities germane to effectuating the purpose and need of the project, such as land use planning, stormwater management, sea level rise, water quality, habitat conservation, restoration and enhancement, waterfront access, flood control, transportation, and hydrologic modification.

The selected Respondent shall conduct research and prepare an assessment of the ability of existing State and local laws and programs currently in effect that area addressed to achieve goals and objectives similar to the Living with the Bay project, and shall include, but not be limited to the following:

- A description of State, county, and local agencies as they affect stormwater management, coastal erosion and nonpoint source pollution, including habitat protection, and restoration in the watershed. The selected Respondent shall identify and describe the roles of state, county and local agencies.
- A description and comprehensive assessment of the ability of State, county, and local land use plans, regulations, (including zoning, site plan review, subdivision regulations, stormwater management, and wetlands, watercourse and flooding regulations), programs and practices, (including road de-icing practices, basin maintenance schedules, salt storage placement and volumes, ditch maintenance, dredging, coastal restoration efforts, etc.), to implement best management practices to manage stormwater, prevent coastal erosion and control point and nonpoint source pollution and protect habitat, including an analysis of their strengths and weaknesses as they relate to the implementation of management practices.

The selected Respondent shall submit the draft list of stakeholders and applicable State and local laws to GOSR for review and approval, and the selected Respondent shall incorporate GOSR's comments in the final assessment report. Selected Respondent will use the list of stakeholders to conduct community engagement events in accordance with the Community Outreach/Participation Plan.

(d) Draft and Final Watershed Characterization Report

The selected Respondent shall prepare, and submit to GOSR for review and approval, a single Watershed Characterization Report including the written description and assessment of the waterbody and watershed as well as assessment of State and local laws programs and practices to address flooding, coastal erosion and control nonpoint source pollution and habitat degradation. The draft Watershed Characterization Report shall incorporate (i) the Description and Assessment of the Waterbody(ies) and Watershed Resources, (ii) the Description and Assessment of Local Laws, Programs and Practices, and (iii) the statement of Purpose, Need and Goals of the Watershed Plan into one cohesive document that discusses the relationships among these components. The selected Respondent shall submit the draft Watershed Characterization Report to GOSR for review and comment. The final report shall be supported by maps, tables, and graphics as appropriate. The selected Respondent shall incorporate GOSR's comments in the final Watershed Characterization Report.

(e) Watershed Management Recommendations and Alternatives to Achieve Goals and Objectives

Based on the Watershed Characterization Report, the selected Respondent will work with relevant stakeholders to identify management strategies, project alternatives, and recommendations to fulfill the purpose and need of the plan and achieve the established goals and objectives.

Strategies and alternatives to effectuate the goals and objectives of the watershed plan may include, but will not be limited to:

- Land use management, such as: comprehensive plans, zoning, site plan review, erosion, and sediment control;
- Establishing, enhancing and/or expanding upon watercourse protections such as buffers;
- Watershed-wide and site specific physical interventions to prevent flooding and stormwater hazards caused by heavy rain fall, inundation and/or storm surge, coastal erosion, and to restore, protect and enhance water quality and living resources/habitat. This should include both green and grey infrastructure approaches.
- 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 and creation 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 using best management practices (BMPs);
- 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;
- Training, education, and stewardship programs.
- Identification of monitoring and research needs to advance watershed management goals.

During this process, the selected Respondent should keep in mind the requirements to have an implementation strategy and schedule for these recommendations (see below). For all physical interventions proposed above, the selected Respondent will be expected to provide conceptual designs (i.e., 5-10% design) to a degree that allows effective prioritization of recommended projects using the evaluation framework contemplated in subsection (f) below.

The selected Respondent shall submit to GOSR the draft management strategies and recommendations for review and approval, and the selected Respondent shall incorporate GOSR's comments in the final management strategies.

(f) Prioritization of Recommended Projects and Actions and Key to Map(s)

The selected Respondent shall incorporate the Community Outreach/Participation Plan in the project alternative assessment process in order to use community feedback and expert advice to develop, and submit to GOSR for review, a prioritized list of recommendations, with supporting justification, and links to maps and photographs showing project locations and conditions. This project alternatives assessment and prioritization process will include:

- An evaluation framework for subwatersheds according to impairments and/or threats to effective stormwater management, coastal protection, and water quality and habitat.
- Using the evaluation framework, identifying priority subwatersheds for focused stormwater management, coastal protection, and pollution management action.
- Ranking projects and actions within each subwatershed according to anticipated reduction in flooding and stormwater hazards, coastal erosion, and pollution. Potential ranking factors may include, but would not necessarily be limited to:
 - watershed goals, subwatershed priority, and vulnerability;
 - flooding and stormwater hazard reduction afforded;
 - pollutant reduction/protection afforded and habitat value;
 - cost, permitting, and maintenance;
 - computer modelling;
 - land owner cooperation, public access and visibility; and,
 - partner involvement and innovation.

The selected Respondent shall submit to GOSR the draft prioritization of recommended projects for review and approval, and the selected Respondent shall incorporate GOSR's comments in the final prioritization.

(g) Implementation Strategy and Schedule

The selected Respondent shall prepare a strategy and schedule to implement the identified watershed management practices and approaches, including the specific projects and other actions that were identified through analysis and public participation. Implementation strategy will:

- Clearly articulate priorities, measurable objectives and steps to implement the identified projects.
- Include detailed cost estimates, and a phasing schedule noting lead/involved organizations for each action.
- Include a list of all additional studies and analyses that should be undertaken in order to implement priorities and the data needs and costs associated with each.
- Include recommendations for economies of scale, efficiencies or other cost saving measures to stretch implementation dollars, and leverage additional funding sources.
- Include a schedule for periodically updating the plan.
- Articulate the ongoing role of the CAC.

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) or long term (e.g., greater than 1 year, up to 4 years), cost estimates, regulatory approvals needed, and likely project sponsor (agency or organization lead) and project partners. The selected Respondent shall submit the draft Implementation Strategy to GOSR for review and comment, and the selected Respondent shall incorporate GOSR's comments in the final Implementation Strategy.

(h) Tracking and Monitoring

The selected Respondent shall prepare a plan that includes strategies for tracking implementation of projects and other actions, and monitoring water and related resources to measure success in achieving project goals and objectives. The tracking and monitoring plan shall identify methods to track implementation of projects and other actions and gather baseline data on watershed conditions toward assessing the effectiveness of implementation over time.

The plan would include a method for tracking the implementation of projects and actions, and periodic monitoring of water and related resources. In addition, the plan may include identification of potential parties to conduct monitoring activities, potential funding sources, and methods of data management. The selected Respondent shall submit the draft tracking and monitoring plan to GOSR for review and comment, and the selected Respondent shall incorporate GOSR's comments in the final monitoring and tracking plan.

(i) Draft and Final Watershed Management Plan

In collaboration with GOSR, the selected Respondent shall prepare the Draft

Watershed Management Plan, which shall include the elements described in the previous tasks. The Draft Plan shall reference all sources of information and identify any information gaps and issues requiring further study. The watershed management plan will contain six main sections: 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 plan, provide a brief overview of the purpose of the watershed 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 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 mitigating flooding and stormwater hazards, protecting against coastal erosion and 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 areas prone to flooding, erosion, 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 flooding, erosion and 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 flooding, erosion and stormwater hazards will be addressed and how water quality will be protected and restored within the Mill River watershed through a series of projects and actions developed to correct existing impairments and prevent future impacts to flooding, erosion and water quality. The Plan should explain how these specific recommendations were determined and include a discussion of the assessments conducted which support the recommendations, including community and regional engagement. While recommendations should be supported by data, consider moving extensive technical information into 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 Mill River 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 stormwater management, erosion and water quality will help to understand how well certain practices work and how to adapt the plan to continue to provide water quantity and quality improvement.

The selected Respondent shall submit the Draft Watershed Management Plan to GOSR for review and comment. In addition, the Draft shall be distributed to members of the CAC and TAC for review.

The selected Respondent shall complete the Final Watershed Management Plan, which shall incorporate and reflect comments received from GOSR, the CAC, the TAC, and the public. The selected Respondent shall submit it to GOSR for review and comment, and revisions suggested by GOSR must be incorporated into the plan to the satisfaction of GOSR prior to finalization and/or publication of the document.

(j) Preparation of Community Outreach/Participation Plan

The selected Respondent, in cooperation with GOSR staff, and other partners as appropriate, shall prepare a method and process to effectuate community participation in the planning process which will be laid out in a Community Outreach/Participation Plan. The Community Outreach/Participation Plan will identify key individuals, organizations, and entities to be involved, and will identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings. At a minimum, the outreach process shall include attendance and participation in at least six (6) public workshops to be integrated into the planning and conceptual design process. All public meetings shall be publicized in the community through press releases, announcements, individual mailings, and any other appropriate means. A summary of each public outreach session shall be made available in written form and through other appropriate means, such as the GOSR website. The outreach plan and all components, such as press releases, are subject to review and approval by GOSR.

The Community Outreach/Participation Plan must include both community engagement events as well as regional engagement events to more clearly define the issues facing the project area on both a community and regional scale. GOSR anticipates coordination with local governments, State agencies, schools, universities, community partners, and citizens that work on the watershed.

The Community Outreach/Participation Plan must include the formation of a Technical Advisory Committee (TAC) comprised of local, regional and state experts with experience germane to the purpose and need, as well as the goals and objectives of the overall watershed plan. The TAC will provide local insight and experience and serve as a sounding board assessing project alternatives.

The selected Respondent shall carry out the Community Outreach/Participation Plan, upon approval from GOSR, as part of the overall planning and conceptual design process.

(k) Project Meetings

In consultation with GOSR, the selected Respondent shall prepare for and conduct bi-weekly project meetings, including GOSR staff and other project partners as appropriate, to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the selected Respondent and/or GOSR which would assist in completion of the project. The selected Respondent shall prepare and provide GOSR a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. In addition, the selected Respondent will work with GOSR in good faith to accommodate additional meetings and events as will be required from time to time.

(l) Project Progress Reports

The selected Respondent shall submit project summary reports to GOSR quarterly, including a description of the work accomplished, any problems encountered, and any assistance needed. The selected Respondent will participate in a quarterly meeting where such report is reviewed by a firm retained by GOSR to conduct peer review of the project.

The selected Respondent must be prepared to commence these services within thirty (30) days of the issuance of a Task order, at the direction of GOSR.

3.2. Key Deliverables

The key deliverables to be provided include the following:

- (a) Draft initial vision statement, purpose, need, goals and objectives and revisions thereto.
- (b) Written Description and Assessment of the Waterbody(ies) and Watershed Resource supported by maps, tables, and graphics as appropriate.
- (c) Draft list of stakeholders and applicable State and local laws and revisions thereto.
- (d) Draft and Final Watershed Characterization Report.
- (e) Draft and Final Watershed Management Recommendations and Alternatives to Achieve Goals and Objectives Report, including conceptual designs for proposed physical interventions.

- (f) Draft and Final Prioritization of Projects and Actions Report.
- (g) Draft and Final Implementation Strategy and Schedule Report.
- (h) Draft and Final Monitoring and Tracking Plan.
- (i) Draft and Final Watershed Monitoring Plan.
- (j) Community outreach plan.
- (k) Project meetings held with appropriate parties. Written meeting summary outlining agreements/understandings reached.
- (l) Quarterly Project Progress Reports and attendance at quarterly project progress report meeting for peer review.

4. MINIMUM QUALIFICATIONS OF RESPONDENT

4.1. Requirement of Legal Entities

Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the State of New York at the time of the submission of their Proposal to this RFP. Such Respondents shall attach a certificate of good standing from the New York Secretary of State to their Proposals.

4.2. Required Qualifications of Respondent

4.2.1. GOSR will consider only those Proposals that meet any one of the following criteria:

- a) The Respondent must be a Minority and Women-Owned Business Enterprise (MWBE) certified by New York State; or
- b) The Respondent must be a registered joint venture or have a valid legal agreement as a joint venture, with at least one of the entities in the venture being a New York State-certified MWBE or with at least two of the entities in the venture being a New York State-certified MBE and a New York State-certified WBE; or
- c) The Respondent must indicate a commitment to a good faith effort to achieving HTFC's goal of subcontracting no less than 30% of any awarded job to a New York State-certified M/WBE for each and every project awarded. Refer to section 5.3.6.

4.2.2. Respondent has, or will have prior to commencement of work, all necessary licenses, certifications, approvals, and other needed credentials to perform work in New York State pursuant to this RFP.

4.2.3. Neither Respondent, nor any person or entity associated or partnering with Respondent, has been the subject of any adverse findings that would prevent GOSR from selecting Respondent. Such adverse findings include, but are not limited to, the following:

- Negative findings from the New York State Inspector General, a federal Inspector General, or from the U.S. Government Accountability Office, or from an Inspector General in another state
- Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York or another state
- Pending litigation with New York State, any other state, or a municipality located in New York or another state
- Arson conviction or pending case
- Harassment conviction or pending case
- Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings
- In rem foreclosure
- Sale of tax lien or substantial tax arrears
- Fair Housing violations or current litigation
- Defaults under any Federal, State or locally-sponsored program
- A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent
- Past or pending voluntary or involuntary bankruptcy proceeding
- Conviction for fraud, bribery, or grand larceny
- Listing on the federal or state excluded parties lists

4.2.4. Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Financial records for the past 2 years must be included in the Proposal.

4.2.5. Respondent is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

4.2.6. Respondent has a satisfactory performance record.

4.2.7. Respondent has a satisfactory record of integrity and business ethics.

4.2.8. Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

4.2.9. Respondent has thoroughly reviewed the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), all pertinent Federal Register notices, and the New York State Action Plan and all amendments thereto.

4.2.10. Respondent has experience working on public works projects with municipal governments located on Long Island.

4.2.13. Respondent has the ability to provide services in multiple languages as necessary.

4.2.14. Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. SELECTION CRITERIA AND REGULATORY REQUIREMENTS

5.1. Evaluation Methodology

GOSR will evaluate all Proposals that are received in a proper and timely manner to determine whether they meet the submission requirements. GOSR will evaluate each Proposal based on the “Best Value” concept. This means that the Proposal which “optimizes quality, cost, and efficiency among responsive and responsible respondents” shall be selected for award (State Finance Law, Article 11, § 163).

GOSR, at its sole discretion, will determine which Proposal best satisfies its requirements. All Proposals deemed to be responsive to the requirements of this RFP will be evaluated and scored for technical qualities and price. Proposals that are materially deficient in meeting the submission requirements of this RFP or have omitted material documents may be eliminated from consideration at the sole discretion of GOSR. The evaluation process will include separate technical and price evaluations and will be conducted as set forth herein.

GOSR reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the Respondent’s initial proposal should contain its best technical and price terms.

5.2. Selection Criteria

Proposals will be checked against the minimum qualifications. Proposals meeting the minimum requirements will be further assessed and preliminarily scored against the following selection criteria.

Selection Criteria	Points Available
Project Experience and Capacity	40 points
Approach and Methodology	20 points
Key Personnel	20 points
Commitment to Compliance with Regulations	20 points
TOTAL POINTS AVAILABLE	100

5.3. Format and Content of the Proposal

The Respondent’s Proposal shall be submitted in the following format and sequence to ensure that it receives full consideration during evaluations and that the evaluations are handled in an efficient and consistent manner. All pages should be consecutively numbered.

5.3.1. Cover Letter and Table of Contents

The Proposal submission shall include cover letter certifying that the information submitted in and with the Proposal is true and accurate, and that the person signing the cover letter is authorized to submit the Proposal on behalf of the Respondent. The cover letter shall also specify the primary contact person for the Respondent (name, title, location, telephone number, and email address). The Proposal shall include a table of contents that clearly identifies the location of all material within the Proposal by section and page number.

5.3.2. Executive Summary

The Proposal shall include an executive summary that contains a description of the Respondent’s legal status (e.g., individual practitioner, partnership, limited liability company, corporation, non-profit organization, charitable institution, etc.), background, mission, and an explanation of the types of services the Respondent provides that relate to this RFP. The Summary shall briefly describe any significant changes to the management and/or structure of the Respondent that are related to the work contained in this RFP, including any mergers that occurred in the last five (5) years.

Respondent shall provide financial statements for the previous two (2) years.

Respondent shall submit a completed Respondent Overview form (page 1 of the RFP Appendices) which includes the name, address, telephone, fax, and email of the Respondent and the names of all principals and staff that will be providing the watershed management planning and conceptual design services, as well as all subcontractors and sub-consultants proposed.

5.3.3. Project Experience and Capacity

The Proposal shall include a Summary of prior work engagements evidencing directly related experience to the requested RFP scope. The Summary shall identify disaster recovery engagements with entities comparable to New York State for which the Respondent provides, or has provided, similar services within the last (5) years. The Summary shall detail at least three (3), but no more than five (5), similar engagements with private/public sector clients of similar size and complexity to the State that demonstrate direct experience with the scope of services to be provided. Respondents who have demonstrated experience and success in providing such services will be scored higher than those who do not. Each example should include:

- a) Name of client organization;
- b) Description of the engagement and project objectives, including start and end dates, and relevance of the referenced assignment to this GOSR RFP;
- c) Examples of recommendations offered to the client, including specific results, that would demonstrate successes experienced by the client as a result of the recommendations;
- d) Any performance metrics and improvements delivered;
- e) If the example involves a private sector client, a description of how the experience could be applied to the public sector.

Respondent shall provide a summary of its capacity to perform the given scope of work. This narrative should highlight the Respondent's ability to perform watershed management planning and conceptual design services. Respondents must clearly identify the ability to provide sufficient capacity for the efficient and timely implementation and administration of the work. Proposals that clearly demonstrate existing capacity and/or quick ramp up capabilities will be scored higher than those that do not.

If a Respondent will be subcontracting or partnering for any portion of the work, then the Respondent shall summarize the qualifications and experience of the relevant sub-contractor staff.

Please note that all subcontractors and sub-consultants of the selected Respondent, prior to and after the issuance of a contract, will require the prior written approval of GOSR.

The Proposal shall include at least three (3) references for the Respondent and for all partners, sub-consultants and subcontractors. Respondents are required to provide a reference for any disaster-related experience they list in this section. Each reference should include the name, title, company, address, phone number and email address of the reference, and a brief summary of the relationship between the reference and the Respondent.

GOSR reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references, depending on what the State deems to be the most effective and efficient manner. GOSR is not responsible for the lack of responsiveness of the references listed by Respondents, and the State is not required to notify Respondents of its inability to connect with a reference during the Proposal evaluation period. References should be available and aware of their inclusion in the Respondent's Proposal and pending contact. Inability to make contact with a reference will not be looked upon favorably. In addition, GOSR reserves the right to contact other sources not necessarily identified in the Proposal to obtain information about Respondents.

5.3.4. Approach and Methodology

Respondents that present a clear and straightforward work plan for all aspects of execution of services, which is based on a well-defined timeline for delivery of key goals and objectives, and places emphasis on high standards for the delivery of services in expectation of meeting or exceeding these goals, will score higher than those who do not.

The Proposal shall explain how the Respondent will achieve the goals, objectives, tasks, and deliverables outlined in this RFP, including a detailed narrative describing the unique process which the Respondent would apply to creating a watershed management plan for the Mill River watershed. The Proposal shall address why the proposed approach is appropriate and suited for the specific RFP scope. Proposals must provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations similar in size and complexity to New York State government. This section must contain enough information to ascertain the success of the projects accomplished by the Respondent, and shall include the metrics and factors used to demonstrate that those projects and the Respondent's approach were indeed successful.

Respondent shall provide a detailed approach for establishing a watershed management plan for the Mill River watershed. The Proposal shall describe the Respondent's approach to identifying risks and mitigation measures, its approach to making implementation recommendations, and a description of its management and quality control measures. The Proposal shall include samples of existing or planned methodologies that will support the project or program, including plans, reports, tools, and other aspects related to implementation of this work, and shall include specific procedures for ensuring compliance with all federal and state legal requirements related to this scope and operations with and for GOSR.

5.3.5. Key Personnel

Attach the résumés and professional qualifications of the Respondent's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. Respondent shall specifically identify people currently employed by the Respondent who will serve in key roles. This section shall list, describe, and discuss the need for specific roles to perform each of these functions and provide an organizational chart that shows how and by whom these master program management functions will be performed. This section must include acknowledgement that, if selected, the Respondent has the capacity to respond with sufficient key and line staff and that staff approved by GOSR, as part of the contract, will be available for subsequent assignments.

5.3.6. Commitment to Compliance with Regulations

Respondents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the work to be performed under this RFP.

All Respondents must comply with the below legal and regulatory requirements. In addition, all Respondents must complete and submit all applicable forms in the Appendices. For the purpose of this RFP, Respondents shall submit with their Proposal the following forms:

- Form HUD-60002 Section 3 Summary Report
- Form PROC-1 Equal Employment Opportunity Staffing Plan
- Form PROC-2 M/WBE Utilization Plan
- Form PROC-4 M/WBE and EEO Policy Statement
- Form PROC-8 EEOC Statement
- Attachment - Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Respondents who demonstrate a commitment to complying with all applicable Federal, State, and local regulations, including M/WBE, SDVOB, and Section 3 income requirements, will receive the most points.

5.3.6.1. New York State Law

Pursuant to New York State Executive Law Article 15-A, Article 17-B, and 5 NYCRR 140-145, GOSR recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises, service-disabled veteran-owned business (SDVOB) enterprises, and the employment of minority group members, women, and service-disabled veterans in the performance of GOSR contracts. GOSR encourages firms that are M/WBE certified and SDVOBs in New York State, or any other city or state, or the federal government, to respond to this RFP.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and

Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that GOSR establishes goals for maximum feasible participation of New York State Certified minority- and women-owned business enterprises ("MWBE") and the employment of minority group members and women in the performance of New York State contracts.

5.3.6.2. Business Participation Opportunities for MWBEs

GOSR is committed to achieving significant MWBE participation in its contracts and will use good faith efforts to ensure that qualified MWBE firms are included in the selection of a firm to provide the above described services. For purposes of this solicitation, HTFC hereby establishes an overall goal of 30% for MWBE participation - 15% for New York State certified minority-owned business enterprises ("MBE") participation and 15% for New York State certified women-owned business enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or making other joint venture arrangements, with certified M/WBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate in the above-described services performed under the contract(s) awarded to the successful Respondent(s).

A Contractor who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that GOSR may withhold payment pending receipt of the required MWBE documentation. In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and GOSR may withhold payment from the Contractor as liquidated damages or other appropriate sanctions.

The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how GOSR will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

Include the following in the Respondent's submission:

- a) If the Respondent is a New York State-certified M/WBE firm, provide documentation evidencing registration. For M/WBE firms that are not certified but have applied for certification, provide evidence of filing, including the filing date.
- b) A description of the instances, if any, in which the Respondent has worked with M/WBE firms on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Submissions should include the nature of the engagement, how such arrangement was structured, and a description of how the services and fees were allocated.
- c) A statement of the Respondent's willingness, if any, to engage in M/WBE partnering or mentoring arrangements with an M/WBE firm selected by the Respondent. Such statement should include an explanation of how the Respondent would suggest structuring such an arrangement and allocating services and fees between the firms participating in the arrangement.
- d) Provide a plan for ensuring the participation of minority group members and women in accordance with the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with HTFC, attached hereto as Appendix III.

5.3.6.3. Section 3 of the Housing & Urban Development Act of 1968

In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Urban Development Act of 1968, GOSR is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

A "Section 3 resident" is: 1) a public housing resident; or 2) a low- or very low- income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended. A "Section 3 business concern" is a business that can provide evidence that they meet one of the follow criteria: 1) 51 % or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

Further requirements for Section 3 contracts are detailed in Section 30 of Appendix I, "HUD General Provisions."

5.3.6.4. Business Participation Opportunities for Service-Disabled Veteran-Owned Business (SDVOBs)

GOSR is committed to achieving significant SDVOB participation in its contracts and will use good faith efforts to ensure that qualified SDVOB firms are included in the selection process. This is in addition to the MWBE utilization requirements. In accordance with New York State Executive Law Article 17-B, governing NYS contracting requirements, HTFC hereby establishes a utilization goal of 6% for SDVOB participation. Respondents to this RFP and any subsequent contracts will be strongly encouraged and expected, to the maximum extent practical and consistent with the legal requirements of the State Finance Law and the Executive Law, to use responsible and responsive SDVOBs in the fulfillment of the requirements of the contract that are of equal quality and functionality to those that may be obtained from non-SDVOBs. A Contractor who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by SDVOBs in the performance of the contract and the Contractor agrees that GOSR may withhold payment pending receipt of the required SDVOB documentation.

5.4. Price Proposal

Complete the Price Proposal Form, Part 2 - Rates (Attachment 1):

- a) Use the titles provided, even if these are not consistent with the Respondent's existing titles.
- b) Include one rate for each labor category noted on the Price Proposal Form. A single blended rate for all titles cannot be proposed and will not be evaluated.
- c) The Price Proposal Form must include the hourly rate (U.S. dollars) for each title described. Each rate must be presented as a fixed dollar amount.
- d) Rates included in the Price Proposal Form should be the Respondent's lowest discounted governmental rates.
- e) Hourly fees are all inclusive rates. GOSR may reimburse local travel and other expenses with prior approval.
- f) The Price Proposal Form must include a Total Proposal Price.
- g) The Price Proposal Form should be signed by the individual who signs the Proposal cover page.
- h) Due to this project's magnitude and nascent status, significant increases in planning and/or conceptual design work may necessitate amending the awarded contract to include significantly greater funds than may be included in the initial contract.

Respondents that regularly use pricing models other than what is required above may elect to submit an Alternate Cost Structure ("ACS") in addition to their completed Price Proposal Form. The ACS should clearly describe the pricing model used and provide a clear explanation of how the rates proposed on the Price Proposal Form correlate to the described ACS fees. This information may be used, at the sole discretion of GOSR, when negotiating a contract with the selected Respondent. Respondents that do not submit a completed Price Proposal Form will not

be evaluated. GOSR reserves the right to select any payment structure that is in the best interest of the State of New York.

5.5. Finalist Interview

GOSR reserves the right, at its sole discretion, to invite qualified Respondents to a finalist interview at a time and place chosen by GOSR. If GOSR elects to conduct finalist interviews, Respondents will be required to give a strictly timed presentation. This presentation should highlight plans and conceptual design for watershed management projects provided for similar organizations. GOSR may alter the scoring of a qualified Respondent's Proposal based upon the presentation. GOSR, at its sole discretion, may choose the time and place of this interview. Respondents are responsible for all costs or expenses incurred to attend such interview.

5.6. Basis for Contract Award

A contract(s) will be awarded to the responsible Respondent whose Proposal is determined to be the most advantageous to the State, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Award will be made to one (1) Respondent with the lowest price per technical point. The State does not guarantee any minimum services to any one contractor.

After any finalist interviews, discussion, and/or technical Best and Final Offers, if applicable, GOSR will establish a shortlist, either through a natural break in scores or a technically viable cutoff score. GOSR shall then open the price proposals of only those proposals that have made the cutoff. The award will be based on lowest price per technical point, which shall be calculated by dividing the proposed price (or Best and Final Offer price, if applicable) by the final technical score.

5.7. Vendor Responsibility

Respondents shall complete and include in the Proposal a Vendor Responsibility Questionnaire ("VRQ") for both itself and for proposed partner(s), sub-consultants, and sub-contractor(s). The form can be found at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm. Select the VRQ that best matches the business type (either For-Profit or Not-For-Profit) and business activity (Construction or Other). Do not send the completed VRQ to the Office of the State Comptroller ("OSC") or refer to the OSC database unless specifically requested.

5.8. Affirmation of Understanding Form

Complete and sign the Affirmation of Understanding and Agreement Pursuant to State Finance Law § 139-j (3) and § 139-j (6) (b), attached hereto as Appendix A (a form in Appendices).

5.9. Offeror Disclosure of Prior Non-Responsibility Determinations Form

Complete and sign the Offeror Disclosure of Prior Non-Responsibility Determinations, attached hereto as Appendix B (a form in Appendices).

5.10. Non-Collusive Bidding Certification

Complete and sign the Non-Collusive Bidding Certification (a form in Appendices).

5.11. General Federal Grant Requirements

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget's ("OMB") applicable circulars. Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the Respondent shall adhere to any applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from the fee or compensation to Respondent.

5.12. HUD General Provisions

Because the contract is being funded with HUD funds, the contract shall be governed by certain general HUD terms and conditions, attached hereto as Appendix I. Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the terms and conditions set forth at Appendix I, and any subsequent changes made by HUD.

5.13. Standard Clauses for Contracts with HTFC

Because the ultimate contract will be between the Respondent and HTFC, the contract shall be governed by certain standard HTFC terms and conditions, attached hereto as Appendix II. Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the terms and conditions set forth at Appendix III, and any subsequent changes deemed appropriate by HTFC.

5.14. Iran Divestment Act

Every bid or proposal made to HTFC/GOSR pursuant to a competitive solicitation must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

"By submission of this bid or proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

The list in question is maintained by the Office of General Services. A Proposal that fails to certify compliance with this requirement may not be accepted as responsive.

ATTACHMENTS AND APPENDICES

Attachment 1 – Price Proposal Form

Attachment 2 – Insurance Requirements

Attachment – Use of Service-Disabled Veteran-Owned Business Enterprises in Contract
Performance

Appendix A (Form) – Affirmation of Understanding and Agreement Pursuant to State Finance
Law § 139-j (3) and § 139-j (6) (b)

Appendix B (Form) – Offeror Disclosure of Prior Non-Responsibility Determinations

Appendix I – HUD General Provisions

Appendix II – Standard Clauses for Contracts with the Housing Trust Fund Corporation

Appendix III – Diversity Forms

Appendix IV – Construction Requirements and Procedures for Contracts with Housing Trust
Fund Corporation

Appendix A – Standard Clauses for NYS Contracts

Attachment 1

Price Proposal Form

Part 1 - Description of Positions and Titles

The following represents the general descriptions for the staffing categories to be utilized in the Respondent's Proposal and, if awarded, the resulting contract:

Engagement Partner: The Engagement Partner would be responsible for reporting to Senior GOSR staff on large contractual issues. They would participate in contract negotiations and engage GOSR when significant scope or change of work orders is needed. The Engagement Partner must have at least five years of experience in the creation of watershed management plans and conceptual designs for public entities (which include federal, state, or local agencies or public authorities within the United States), including but not limited to those services outlined in this RFP.

Project Manager: The Project Manager, reporting to the Engagement Partner, will coordinate and delegate the assignments to the contractor's staff, and serve as the point of contact for GOSR staff. The Project Manager will be responsible for reporting to GOSR on progress and, if necessary, communicating with other stakeholders on new issues, project status, meetings, and deliverables. The Project Manager must have at least four years of experience in the creation of watershed management plans and conceptual designs, including, but not limited to, those services outlined in this RFP.

Senior Management Analyst: The Senior Management Analyst, working under the Project Manager, will be responsible for the execution of the watershed management plan tasks and assignments as directed by GOSR. These tasks, assignments, and issues include, but are not limited to, those outlined in this RFP. The Senior Management Analyst must have at least three years of experience in the creation of watershed management plans and conceptual designs, with a minimum of one year experience in the creation of watershed management plans and conceptual designs for public sector projects.

Management Analyst: The Management Analyst will assist in the execution of watershed management plan tasks and assignments under the supervision of the Senior Management Analyst, Project Manager, or Engagement Partner. The Management Analyst will serve in a capacity similar to that of the Senior Management Analyst. The Management Analyst must have at least two years of experience in the creation of watershed management plans and conceptual designs, with a minimum of one year experience in the creation of watershed management plans and conceptual designs, for public sector projects.

Senior Environmental Scientist: The Senior Environmental Scientist will assist in the execution of watershed management plan tasks and assignments under the supervision of the Project Manager or Engagement Partner. These tasks, assignments, and issues include, but are not limited to, environmental review and ecological aspects of the project outlined in this RFP. The Senior Environmental Scientist must have at least three years of experience in the environmental review and creation of watershed management plans and conceptual designs, with

a minimum of one year experience in the environmental review and creation of the watershed management plans and conceptual designs for public sector projects.

Qualified Environmental Supervisor: The Qualified Environmental Supervisor will assist in the execution of watershed management plan tasks and assignments under the supervision of the Senior Environmental Scientist. The Qualified Environmental Supervisor will serve in a capacity similar to that of the Senior Environmental Scientist. The Senior Environmental Analyst must have at least two years of experience in the environmental review and the creation of watershed management plans and conceptual designs, with a minimum of one year experience in the environmental review and creation of the watershed management plans and conceptual designs for public sector projects.

Environmental Planner/GIS Analyst: The Environmental Planner/GIS Analyst will assist in the execution of watershed management plan tasks and assignments under the supervision of the Senior Environmental Scientist or Qualified Environmental Supervisor. The Environmental Planner/GIS Analyst will serve in a capacity similar to that of the Senior Environmental Scientist and assist with gathering and/or analyzing GIS data. The Environmental Planner/GIS Analyst must have at least two years of experience in the environmental review and creation of watershed management plans and conceptual designs and GIS data analysis, with a minimum of one year experience in the environmental review and creation of the watershed management plans and conceptual designs and GIS data analysis for public sector projects.

Historian: The Historian will assist in the execution of watershed management plan tasks and assignments under the supervision of the Project Manager or Engagement Partner. These tasks, assignments, and issues include, but are not limited to, historical local flood water and ecological management of the region of the project outlined in this RFP. The Historian must have at least three years of experience in historical research in connection with watershed management plans, with a minimum of one year experience in historical research in connection with watershed management plans for public sector projects.

Attachment 1

Price Proposal Form

Part 2 - Rates

Firm Name: _____

Title	Hourly Rate	Estimated # of Hours	Extended Rate
Engagement Partner		510	
Project Manager		1,528	
Senior Management Analyst		728	
Management Analyst		304	
Senior Environmental Scientist		1,220	
Qualified Environmental Supervisor		2,584	
Environmental Planner/GIS Analyst		5,684	
Historian		1,000	
Total Proposal Price			

[**Note:** The Estimated # of Hours provided are for comparison purposes only. Actual contract amounts may be less or greater than the estimates provided.]

Signature: _____

Date: _____

Attachment 2

Insurance Requirements

Respondent shall procure and maintain, at its sole cost and expense, in full force and effect without interruption during all periods of services covered by any Contract or Task Orders entered into with a selected Respondent, insurance of the type, and with the limits and deductibles, as set forth below. Any proposed alternate insurance requirements may be submitted with the Proposal and/or may be negotiated during the contracting phase, should an entity be selected. It shall be in GOSR's sole discretion to accept or reject alternative insurance requirements.

Insurance Requirements:

- i. Commercial General Liability Insurance. In an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, bodily injury (including death) and property damage combined; One Million Dollars (\$1,000,000.00) per occurrence for personal and advertising injury; Two Million Dollars (\$2,000,000.00) products/completed operations aggregate; and Two Million Dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name HTFC, the State of New York, and all "benefitted parties" as "Additional Insureds". "Benefitted parties" are defined as homeowners, businesses, or other Program applicants who may be determined to be third party beneficiaries of the Contract between Respondent and GOSR/HTFC and as to whom the indemnity provisions of such Contract are expressly extended in like manner and degree as to GOSR/HTFC.
- ii. Comprehensive Automobile Liability. In an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired

vehicles utilized in or related to Respondent's activity or performance under the Contract or any Task Orders.

- iii. Workers' Compensation Insurance and Disability Benefits Insurance. Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.
- iv. Standard "All Risk" Property Insurance covering all equipment and material (owned, borrowed or leased by Respondent or its employees) utilized and/or related to Respondent's activity or performance under the Contract or Task Orders, to the full replacement value, and which shall allow for a waiver of subrogation in favor of HTFC. Respondent hereby agrees to waive its right of subrogation against HTFC. Failure of the Respondent to secure and maintain adequate coverage shall not obligate HTFC, its agents or employees, for any losses.
- v. Excess Liability Insurance. In an amount not less than Eight Million Dollars (\$8,000,000.00) per occurrence and Eight Million Dollars (\$8,000,000.00) per location aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all limits and coverages noted in paragraphs (i) and (ii) above. This policy shall be written on an "occurrence" basis and shall be endorsed to name HTFC, the State of New York, and all "benefitted parties" (as hereinbefore defined) as "Additional Insureds".

In addition-

- vi. If Respondent is providing Professional Services (other than as a Pollution Mitigation and/or Abatement Contractor- see vii below), Professional Liability Insurance. In an amount not less than Two Million Dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Respondent and/or those acting under the Respondent's direction or control and/or

those for whose acts the Respondent may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by Respondent.

- vii. If Respondent is providing Professional Services as a Pollution Mitigation and/or Abatement Contractor, Professional Liability Including Pollution Legal Liability Insurance. In an amount not less than Two Million Dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Respondent and/or those acting under the Respondent's direction or control and/or those for whose acts the Respondent may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by the Respondent. HTFC, the State of New York, and all "benefitted parties" (as hereinbefore defined) shall be named as "Additional Insureds" on the Pollution Legal Liability coverage.

All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best's Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Respondent under any Contract or Task orders, and shall be endorsed to provide that HTFC shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance.

The Respondent shall provide Certificates of Insurance to HTFC prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including HTFC, the State of New York, and all

“benefitted parties” (as hereinbefore defined) as “Additional Insureds”, shall be deemed a breach of contract.

An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers’ Compensation Insurance and Disability Benefits Insurance. For evidence of Workers’ Compensation Insurance, the Respondent must supply one of the following forms: Form C-105.2 (Certificate of Workers’ Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI-12 (Certificate of Workers’ Compensation Self- insurance), Form GSI-105.2 (Certificate of Participation in Workers’ Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the Respondent must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage).

Subcontractors shall only be subject to b(i)-(iv) of this Section, except that (b)(vi)-(vii) shall apply where applicable. However, Respondent shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Respondent given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.

Indemnification Provisions:

Respondent will also be required to agree to the following indemnification provision:

11(a): Respondent shall, and hereby agrees, to hold harmless, defend (with counsel acceptable to HTFC), and indemnify HTFC, and its successors, affiliates,

or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, representatives, and affiliates (collectively, "HTFC"), from and against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, costs of any form or nature whatsoever (including reasonable attorneys' fees), resulting from, arising out of, or in consequence of any action or cause of action in connection with any Contract or Task Orders including, but not limited to, property damage, any injuries or death sustained by any persons, employees, agents, invitees and the like, any infringement of copyright, royalty, or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with any Contract or Task Orders any injuries or damages resulting from defects, malfunction, misuse, etc. of Respondent-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, malfeasance, or willful misconduct) of Respondent or any subcontractor or supplier of any level or tier or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

This indemnity shall expressly include, but is not limited to, the obligation of Respondent to indemnify and reimburse HTFC for any and all attorneys' fees and other litigation or dispute resolution costs incurred, or to be incurred, in HTFC's enforcement of this Agreement, or any portion thereof, against Respondent or otherwise arising in connection with any Contract or Task Orders. This clause shall survive indefinitely the termination of any Contract or Task Orders for any reason.

It is expressly understood and agreed that the risk of loss for property damage during the course of construction or other work passes to HTFC only after completion of the work enumerated in any Contract or Task Orders. Accordingly, all of the indemnity provisions of this section 11(a) shall also apply to any losses sustained prior to the passing of risk of loss to HTFC. This clause shall survive indefinitely the termination of any Contract or Task Orders for any reason.

For construction, environmental remediation/mitigation, or other work in which HTFC has entered into this contract to perform the work on behalf of

homeowners, businesses, Program Applicants or others who may be determined to be third party beneficiaries of this contract (“benefitted parties”), all of the indemnity provisions of this section 11(a) shall expressly extend to such “benefitted parties” in like manner and degree as to HTFC.

Notwithstanding the foregoing provisions of this section Respondent remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Respondent, its officers, employees or agents.