



REQUEST FOR PROPOSAL (RFP) SOLICITED BY
THE VILLAGE OF MENANDS, NEW YORK
FOR
VILLAGE COMPREHENSIVE PLAN

RESPONDER DUE DATE: NOVEMBER 16, 2018 @ 4:00 P.M

ISSUE DATE: OCTOBER 16, 2018

Designated Contact:

Donald Handerhan

Phone: 518-4434-2922

E-mail: handerhand@villageofmenands.com

Alternate Contact:

Megan Grenier

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1.

Introduction

1.1 Overview

This document is a Request for Proposals (RFP) for a Comprehensive Plan for the Village of Menands (Village), Albany County, New York. The Village is seeking a project partner to assist in coordinating and drafting the first Village of Menands Comprehensive Plan.

1.2 Designated Contact

In compliance with the New York State Procurement Lobbying Law, State Finance Law Section 139-j, Donald Handerhan, Village Clerk has been designated as the PRIMARY designated contact for this procurement solicitation and may be reached by e-mail or telephone for inquiries regarding this solicitation.

Donald Handerhan, Village Clerk
Village of Menands
280 Broadway
Menands, NY 12204
518 434-2922
handerhand@villageofmenands.com

In the event the PRIMARY designated contact is not available, the ALTERNATE designated contact is:

Megan Grenier, Mayor
Village of Menands
280 Broadway
Menands, NY 12204
518 434-2922
grenierm@villageofmenands.com

1.3 Minimum Responders Qualifications

The following mandatory qualifications apply:

- Proposers must have at least three years of experience in serving clients for similar tasks and responsibilities as outlined herein. Individual professional experience may be substituted for company experience if approved by the Village.
- Proposers must have experience in providing Comprehensive Planning services for the public sector, in particular for municipal entities.
- Proposers must have the expertise and experience in providing the Comprehensive Planning services outlined in Section 4 for which it is submitting a proposal.

1.4 About the Village of Menands

The Village of Menands is located on the western bank of the Hudson River and has a total area of approximately three-square miles. The Village borders the Town of Colonie and the north boundary line of the City Albany.

1.4.1 Village History

The Village of Menands was incorporated after a special election held on August 23, 1924, in which residents voted to encompass what were then the boundaries of the 15th school district of the Village of Colonie. The Village of Menands took its name from Louis Menand, who was born in France on August 2, 1807 and emigrated to America in 1837. Menand married Adelaide Jackson of Albany in 1840. In

1842 they settled in (what is now) the village that bears his name. Here he established one of the finest horticultural establishments in the country at the time. His home and greenhouses were located near Menand Road on what is now known as Ganser-Smith Park. A train station on the Delaware and Hudson Railroad line was built along his property which eventually became known as the “Menands Station.” Louis Menand passed away in 1900 at the grand age of 93. Howard Menand (born October 28,1890), great grandson of Louis Menand, compiled much of the history of the Village. Howard lived his entire life in Menands and was appointed Village Historian in 1969. This enabled the Village to draw on his vast memory of the area which was known as “Menands Gardens” before its incorporation in 1924. Howard spent many hours writing the 50th Anniversary Magazine for Menands in 1974. The magazine is a very descriptive narrative of how the Village evolved, who the earliest residents were, where they lived, and in many instances what their occupations were.

1.4.2 Village Demographics

VILLAGE POPULATION:

- Per 2010 Census Figures: 3,990
- Pop. Density: 1,225 per square mile

BORDERING AND/OR NEARBY MUNICIPAL POPULATION:

- City of Albany – 97,856
- Town of Colonie – 81,591
- City of Watervliet – 10,254
- City of Troy – 49,170

HOUSING UNITS IN THE VILLAGE OF MENANDS:

- 968 – Single Family Units
- 100 – Multiple Family Units
- 1,660 – Apartments (Approximately number including: Dutch Village, Park Lane, Park Hill, River Hill, Menands Garden Apartments, Village One, Lofts at One Broadway. Additional units are under construction.)
- 2,728 – Total residential units

INCOME:

- Median household \$48,456
- Per Capita \$36,288
- Average household \$62,083

BUSINESS:

There are over 200 Businesses located in the Village employing over 4,000 people. Businesses range in type from commercial and services industries to manufacturing; agriculture to professional services; broadcasting and telecommunications to retail and distribution. Most of these businesses are located along the Broadway corridor.

Information from Wikipedia page for Menands, NY. Updated figures from 2016 ACS are available from the U.S. Census.

1.

Responders Information

1.1 RFP Questions and Clarifications

The Village will only respond to questions and requests for clarification regarding this RFP if submitted in writing to the PRIMARY Designated Contact. The Village will not respond to questions received by telephone or visitation by Responders or their representatives. All such submissions should cite the specific RFP section prompting the inquiry.

1.2 Proposal Format and Content

In order for the Village to evaluate proposals fairly and completely, Responders must follow the format set forth herein and must provide all information requested. The Responders should submit a clear and concise proposal. Proposals that do not comply with these instructions or do not meet the full intent of all the requirements of this RFP may be subject to scoring reductions during the scoring process or may be deemed to be non-responsive which may necessitate rejection of the Responder. All proposals submitted will become the property of the Village and will not be returned. The information contained in your proposal shall be indicated in a Table of Contents.

1.2.1 Cover Letter

Responders must submit a cover letter which includes the following:

- a. Confirmation that should the contract be awarded to your company, you would be prepared to begin operations upon approval and execution of the Contract;
- b. The full contact information of the person(s) the Village should contact regarding the Responder (including name, title, telephone and fax number, and e-mail address);
- c. The signature of an officer authorized to bind the company.

1.4.3 Qualifications of Responder

1. Statement of Business Organization

Responders shall provide the following:

- a. The full name and address of the organization and its branch office(s) and, if applicable, other subordinate(s) that will perform, or assist in performing, the work described herein;
- b. Business organization chart and service team organization chart, including names and titles of staff assigned to this contract;
- c. The Responder's code of conduct and/or ethics protocols/program; and
- d. Information regarding whether or not subcontractors will be used. If subcontractors will be used, list all subcontractors including firm name and address, contact person and complete description of work to be subcontracted. Include descriptive information regarding the subcontractor's organization and abilities and a statement from the subcontractors that they are capable and willing to carry out the work.

2. Proposed Approach to Requested Services

The Responders shall demonstrate adequate professional staff and experience to perform this contract by providing the following:

- a. A statement designed to convince the Village that the proposer understands the objectives any contract resulting from this RFP are intended to achieve;

- b. The nature of the work and level of effort necessary to successfully provide the services required by the contract;
- c. A summary of the services that will be delivered in accordance with this RFP including a timeline and narrative description of how the Responders will accomplish the requested services;
- d. A team organizational description that includes each of the individual that will be assigned to this contract.

3. Responders Experience

The Responders shall provide the following information:

- a. General
 - ❖ Number of offices, including location and size of any in New York.
 - ❖ Location and size of office responsible for this contract.
- b. A summary of the Responder's expertise that describes the capabilities of the Responders, and resumes of all individuals that will be assigned to the contract to provide the services requested;
- c. A description of prior relevant experience. Description shall include projects that have similar scope and complexity, examples of completed work, any challenges encountered, the results achieved, and starting and completion dates. The descriptions should demonstrate the Responders specific qualifications and experience providing the services set forth in this RFP.

4. References

The Responders shall provide a minimum of three (3) references of similar scope which best represent their ability to satisfy the requirements of this RFP. A minimum of three (3) references shall also be provided for any subcontractors listed as part of the Responders proposal.

References should be able to document:

- a. The Responders ability to manage governmental projects;
- b. The quality and scope of services provided by the Responders;
 - ❖ Experience in designing and executing Comprehensive Plans;
 - ❖ First-hand experience with the Project Manager and staff that will be assigned.

References should include the following information:

- ❖ Name and contact information;
- ❖ Value, type and duration of contract;
- ❖ Brief narrative of the project and scope of services provided, including geographic area, a description of how the Responders satisfied the contract requirements.
- ❖ The inability to contact a reference provided by the Responders will be considered as part of the evaluation process and Responders may be asked for additional references.

5. Conflict of Interest:

- a. Any Responders offering to provide services pursuant to this RFP, as a contractor or subcontractor, shall attest that its performance of the services outlined in this RFP does not and will not create a conflict of interest with nor cause the Responders to breach any other contract currently in force with the Village.

- b. Responders shall attest that they will not act in any manner that is detrimental to any Village project on which the Responders are rendering services. Responders shall submit with their proposal a letter, signed by an officer authorized to bind the company, attesting that:
- ❖ The fulfillment of obligations by the Responders, as proposed in the response, does not violate any existing contracts or agreements between the Responders and the Village;
 - ❖ The fulfillment of obligations by the Responders, as proposed in the response, does not or will not create any conflict of interest, or perception thereof, with any current role or responsibility the Responders have with regard to any existing contracts or agreements between the Responders and the Village;
 - ❖ The fulfillment of obligations by the Responders, as proposed in the response, does not and will not compromise the Responders ability to carry out its obligations under any existing contracts between the Responders and the Village;
 - ❖ The fulfillment of any other contractual obligations that the Responders has with the Village will not affect or influence its ability to perform under any contract with the Village resulting from this RFP;
 - ❖ During the negotiation and execution of any contract resulting from this RFP, the Responders will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the Village as a whole, including but not limited to, any action or decision to divert resources from one Village project to another; and,
 - ❖ In fulfilling obligations under each of its contracts, including any contract which results from this RFP, the Responders will act in accordance with the terms of each of its contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the Village as whole including, but not limited to, any action or decision to divert resources from one Village project to another.

1.5 Responder Preparation

All Responses must be completed in ink or machine produced. Handwritten Responses will be disqualified. Six (6) copies of the proposal should be provided in hard copy, plus one (1) thumb drive or other electronic equivalent.

1.6 Packaging of RFP Response

The proposal documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a sealed package showing the following information on the outside:

- Village of Menands Comprehensive Plan RFP
- Respondent's complete name and address
- RFP Due Date and Time

This RFP remains the property of the Village at all times, and all responses to this RFP, once delivered, become the property of the Village.

Failure to complete all information on the Responder envelope and/or packages may necessitate the premature opening of the sealed package and may compromise the submission of the Responder.

1.7 Instructions for Responder Submission

Note that these instructions supersede any generic instructions posted on the Village website. Only those Responders who furnish all required information and meet the mandatory requirements will be considered. A complete package must be received by the date listed on the cover page of this RFP.

Proposals must be sent or delivered to the following address:

The Village of Menands
280 Broadway
Menands, NY 12204

E-MAIL OR FAX RESPONDER SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED. NO CONSIDERATION WILL BE GIVEN TO RESPONSES RECEIVED AFTER THE STATED DATE AND TIME.

Responders assume all risks for timely, properly submitted deliveries. The received time of Responses will be determined by the clock at the above noted location.

1.3 Issuing Office

This RFP is being released by the Village of Menands 280 Broadway, Menands, NY 12204.

1.4 Method of Award

Award shall be made to the responsive and responsible proposer who offers the best value bid complying with the conditions and qualifications of this RFP. The selected Respondent will receive by mail a "Notice of Award" at the earliest possible date.

1.5 Price

Price shall be represented as a total bid amount. Responders should also provide a breakdown of an hourly rate for each title/work category listed in the response, and estimated hours apportioned to each title/work category. The bid amount shall be inclusive of all labor, licenses, insurance, travel, administrative, overhead and profit, sustenance, lodging and employee benefits. The price will remain fixed for the term of the contract.

1.6 Term of Contract

The contract resulting from this RFP will become effective upon approval of the Village Board of Trustees. The contractor is responsible for completing all work assigned prior to the termination of the contract.

No later than thirty (30) days prior to the expiration of the contract, the Village and the contractor will develop a list of pending assignments which the contractor will complete by the end of the contract term. The final determination of those assignments will be in the sole discretion of the Village.

The Village retains the right to cancel this contract without cause, provided that the contractor is given at least thirty (30) day notice of its intent to cancel. Any cancellation by the Village shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against the Village, its agents and employees thereof for lost profits or any other damages resulting therefrom. This provision should not be understood as waiving the Village's right to

terminate the contract for cause or stop work immediately for unsatisfactory work but is supplementary to that provision.

1.1 Method of Payment

Payments cannot be processed by the Village until services have been satisfactorily performed. Invoices for payment shall be submitted on a company invoice as services are satisfactorily completed. These invoices will be processed in accordance with established procedures of New York State Village Law.

Invoices must contain sufficient data including, but not limited to recipient name, contract number, invoice date, invoice number, invoice amount, as well as an itemization of work completed.

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by the Village.

1.2 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of the contract shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the contract at any time in the past shall constitute a waiver of subsequent breach.

1.3 Responder Alternatives

Responder may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

1.4 Dispute Resolution

It is the policy of the Village to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations, contract awards, and contract administration. The Village encourages vendors to seek resolution of disputes informally, through consultation with Village staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration.

- Each Responder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
- Each Responder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the Village as an excuse for any failure or omission on the part of the Responder to fulfill every detail of all the requirements of the documents governing the work. The Responder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Responders might have fully informed itself prior to Response.
- Any verbal information obtained from, or statements made by, representatives of the Village shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

1.5 Prime Contractor Responsibilities

The Village will contract only with the successful Responder who is the prime contractor. The Village considers the prime contractor the sole contractor with regard to all provisions of the RFP, and the contract resulting from the RFP.

No subcontract entered into by the contractor shall relieve the contractor of any liabilities or obligations in this RFP or the resultant contract. The contractor accepts full responsibility for the actions of any employee or subcontractor who carry out any of the provisions of any contract resulting from this RFP.

1.6 Inspection of Books

It is expressly understood and agreed that the Village shall have the right to inspect and audit the contractor's records covered under this contract, in accordance with all applicable statutory responsibilities to examine the books and accounts of every agency. The New York State Comptroller requires, and the contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this RFP for a full six-year period.

1.7 Glossary of Terms

“Contractor” shall mean the successful company awarded a contract pursuant to this RFP.

“Request for Proposal” or “RFP” shall mean this document.

“Responders” “Proposer” “Vendor” “Consultant” shall mean any person, partnership, firm, corporation or other authorized entity submitting a Response to the Village pursuant to this RFP.

1.8 Rules of Construction for this RFP

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this RFP, refer to this RFP.

2.

Evaluation and Selection Process

1.1 Proposal Evaluation

Proposals will be evaluated and scored for best value based upon the criteria set forth in this Section. A Stakeholder Committee selected by the Village will evaluate the proposals to determine the best value to the Village. The Village reserves the right to contact references and reference check information will be considered in the technical evaluation. It is the responsibility of the proposer to ensure availability of the provided references.

Responders are encouraged to include all information that may be deemed pertinent to their Response. Responders may be requested to provide clarification based on the Village's evaluation procedure. Any clarification will be considered a formal part of the Responders original Response. If further clarification is needed during the evaluation period, the Village will contact the Responder.

Finalists will be required to provide a presentation to the evaluation team. The presentations will be held in Menands, NY at a date and time scheduled by the Village.

1.2 Proposal Scoring

a. Proposer's Qualifications and Experience --- 15 points

Each proposal will be evaluated as to its qualifications, pursuant to this RFP, demonstrating its ability to provide and perform the services sought by the RFP. This shall include an evaluation of the proposer's organizational support and experience.

b. Proposed Work Plan for Requested Services --- 15 points

Each proposal will be evaluated for the completeness of, and the extent to which, the proposed work plan meet the scope of services and requirements of this RFP.

c. Quality and Completeness of Proposal --- 15 points

Each proposal will be evaluated for degree of creativity and level of thoughtfulness it demonstrates in satisfying and addressing the RFP requirements. Consideration also will be given to the overall organization of, and ease of navigation of the submitted proposal.

d. Cost --- 40 points

Each proposal will be evaluated on the proposed cost of services in relationship to the Village's proposed budget and best proposed value by the lowest responsive and responsible proposer.

e. Proposer's Presentation --- 15 points

The Stakeholder Committee will appraise the proposer's level of experience, flexibility, presentation format and content of the proposal, and acceptability of proposed scope of services. In addition, consideration will be given to whether the proposers can perform for the proposed costs and maintain adequate levels of service and quality service over the full term of the contract.

2. 3.3 Evaluation Process

3.3.1 Submission Review: A committee of Village Stakeholders will evaluate each proposal and initially determine whether a proposal is responsive to the requirements of the Solicitation. RFP's that

are nonresponsive, in the sole opinion of the Village, may be rejected. All RFP's passing the submission review requirements for responsiveness will be evaluated.

3.3.2 Technical Evaluation: The technical evaluation will subsequently evaluate and score each responsive proposal for items a, b, and c listed above.

3.3.3 Cost Proposal Evaluation: The Village will evaluate all cost proposals in relationship to the Village's proposed budget and will assess the best proposed value.

3.3.4 Preliminary Score: Each of the cost proposal scores (item 3.2.d.) will be added to the score from the technical evaluation for items 3.2.a-c. to develop the total preliminary scores. The RFP Responses shall be ranked from highest to lowest based on total score.

3.3.5 Presentations: As indicated above, finalist proposers will provide an in-person presentation to the Stakeholder Committee in Menands, NY. Dates and times will be scheduled by the Village. The purpose is to provide an overview of the proposed technical solution and provide clarification on any aspect of the proposal, including the proposed solution, the Responder's capabilities and experience.

3.3.8 Final Composite Score: Scores from each of the Responders will be totaled and the Responder having the highest score will be ranked number one; the Responder with the second highest total score will be ranked number two, and so on.

3. 3.4 Notification of Award

After the evaluation, all Proposers will be notified. The Selected Proposer will be notified that their submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal, become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this Solicitation shall not be made without prior approval from the Village.

3.

Scope of Work

3.1 Background

While the Village of Menands has completed several planning documents and been included in regional studies, the Village has never completed its own comprehensive plan. This planning project will, when combined with other Village initiatives explained herein, result in a Comprehensive Plan for the Village of Menands. This plan is funded in part by a grant from the Hudson River Valley Greenway and must be carried out in accordance with the requirements of that grant and Greenway Criteria of Natural and Cultural Resource Protection; Regional Planning; Economic Development; Public Access; and Heritage and Environmental Education.

4.1.1 Partnership with the University at Albany Department of Geography and Planning

The Village received planning services of the University at Albany Master of Regional Planning (MRP) Studio classes in fall 2017 and spring 2018. This work focused on compiling a community profile and conducting a public engagement process to inform and engage the public about the comprehensive plan process. This included a community survey and analysis of the survey results. Respondents will demonstrate that they have reviewed these documents and factored them into their proposed work plan. The materials produced are available on the Village of Menands website at:

<http://villageofmenands.com/community/comprehensive-plan/documents/>

4.1.2 Previous Planning Documents:

Many of the previous planning documents relating to the Village are available on the Village of Menands website at: <http://villageofmenands.com/community/comprehensive-plan/documents/>.

Respondents will demonstrate that, if selected, they will review these documents as one aspect of the initial research and gap analysis.

3.2 Project Goals

The purpose of this RFP is to secure the services of a professional consulting firm with specialty skills in preparing comprehensive plans for local governments.

The qualified firm will employ its knowledge and ability in providing its services to:

- produce a Comprehensive Plan that employs a wide range of strategies for developing and implementing the vision of the Village;
- focus on best practices that will meet the Village's long and short-term goals for the Village;
- assist the Village in designing, funding and undertaking sophisticated, complex and innovative Comprehensive Planning initiatives and solutions.

3.3 Project Budget and Time Frame

The expected Village budget for the services requested in this RFP is the range of \$45,000.00 to 50,000.00, all inclusive.

Expected timeframe for completion of all aspects of the comprehensive plan, including municipal approvals, is one year from the date of the executed contract. Respondents should provide a proposed schedule for completion of the draft and final plan, including a proposed public engagement strategy.

3.4 Project Administration and Reporting

Work under this contract will only be performed upon request by the Village. The Contractor shall provide the Village with a work plan that includes, at a minimum, a detailed statement of work, project timeline, staffing management plan, and description of deliverables. Any changes to the approved work plan must also be approved by the Village.

As part of the contractor's performance, the following apply to all services assigned to the contractor pursuant to any contract issued as a result of this RFP and shall be provided, at no additional compensation:

1. The contractor will carry out assigned services under the direction and control of the Village. The Village, with the commencement of this contract, shall designate representatives to oversee this contract. The representatives will request, oversee, supervise and accept performance of services provided by the contractor and shall receive all work products. Whenever an action is to be taken or approval for services given by the Village, such action or approval may be given only by the representatives designated pursuant to this section. All notices under this contract shall be directed to the representatives identified in this RFP, or their designees. The Village may on written notice designate other individuals as its representatives.
2. The contractor will be required to attend a "kick off" meeting and additional sessions at location(s) determined by the Village at the commencement of the contract and at the time of any major initiative. The Village will schedule these meetings in consultation with the contractor. These meetings shall include, but not be limited to:
 - a. An introduction and orientation for the respective participants.
 - b. The contractor's submission of a schedule of work to be reviewed and approved by the Village's designated representative.
 - c. Review job progress, quality of work, deliverables, and approvals.
 - d. Identify and resolve problems that impede planned progress.
 - e. Coordinate the efforts of all concerned.
 - f. Maintain a sound working relationship between the contractor and the Village, and a mutual understanding of the contract.
 - g. Maintain practical and effective working procedures.
3. Unless otherwise directed, the contractor shall provide monthly reports to the Village. All reports shall be provided in the designated number and given directly to the Village. This report shall detail all work completed that month and shall compare scheduled work versus actual work completed.
4. The contractor's performance will be assessed by the Village according to the achievement of the contractor's contractual obligations in a timely and professional manner, as set forth herein. The Village will utilize the monthly meetings discussed in this section to ensure that services are carried out on a timely basis and result in effective work products. The final acceptance of deliverables will be made by the Village in their sole discretion.
5. The contractor agrees not to provide any services without obtaining the prior approval of the Village.

3.5 Required Services

The selected Contractor shall provide, at a minimum, the following general and specific services.

1.1.1 General Requirements

The contractor shall, at a minimum, in the conduct of all work performed under the contract:

1. Serve as the Comprehensive Plan Consultant for the Village, in consultation with a Stakeholder Committee appointed by the Village.
2. Designate a dedicated Project Manager and a project team.
3. Maintain staffing levels adequate to enable timely completion of services and ensure all such staff has direct comparable experience.
4. Assist the Village by providing administrative support and ongoing assistance with outreach as needed.
5. Attend meetings, as requested, with the Village and other representatives of agencies, entities or vendors.
6. Six (6) copies of any draft and/or final documents that must be reviewed by the Village of Menands should be provided in both hard copy, and thumb drive or other electronic equivalent, as mutually agreed upon by the Village and contractor.

1.1.2 Specific Requirements

Respondents should demonstrate how they propose to complete a comprehensive plan for the Village of Menands. At a minimum, the comprehensive plan should address the following:

1. evaluate and recommend the structure in which the Village approaches Comprehensive Planning and assist with the establishment of that organization and justification of resources;
2. develop benchmarking baseline information and ongoing analysis of Village and regional demographics and trends;
3. identify and create a public record of community assets, opportunities, and needs;
4. establish and carry out a framework for public engagement for plan development, and recommendations for ongoing plan implementation;
5. address the specific issues identified in the University at Albany MRP Studio Report entitled “*OPPORTUNITY ANALYSIS FOR THE VILLAGE OF MENANDS COMPREHENSIVE PLAN,*” Spring 2018;
6. prepare a market analysis on selected sites in the village, as chosen by the Village Board in consultation with the consultant, and define potential adaptive reuse and/or redevelopment prospects of these sites;
7. investigate the NYS Department of Environmental Conservation Climate Smart Communities Program and potential certification for the Village to assist in meeting sustainability goals;
8. consider the need for changes in development patterns on a community-based and community-driven basis;

9. recommend changes needed to the Village of Menands Zoning Code and Village of Menands Broadway Corridor Design Guidelines as a result of the findings of the Comprehensive Plan;
10. produce a vision for the future of the community that is shared across a variety of community perspectives including neighborhoods, businesses, institutions, and environmental interests;
11. outline short, mid and long-term recommendations to implement sustainability and other goals of the Comprehensive Plan to achieve that shared vision;
12. describe resources and funding sources to help the Village secure funding to assist with the recommendations, program and projects identified in the plan;
13. ensure initiatives have known programmatic and financial benefits by formulating realistic numbers based on consultant expertise and cost benefit analysis;
14. meet all review requirements under the New York State Environmental Quality Review Act.

1.1 Contract Representatives

1.1.3 Contractor Representative

During the term of any contract resulting from this RFP, the contractor shall maintain a dedicated Project Manager for all communication and transactions relating to the contract.

1.1.4 Village Project Manager

The Village designates the following person(s) as a project manager(s) under the contract:

Megan Grenier, Mayor
Village of Menands
280 Broadway
Menands, NY 12204
518 434-2922

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Contract Clauses and Requirements

2.1 Insurance Requirements

The Successful Responder will be required to procure and maintain solely at its own expense, until final acceptance by the Village of the services covered by this RFP, insurance of the kinds and in the amounts provided below. Before commencing work, the Successful Vendor shall deliver to the Village of Menands a certificate or certificates of form and content satisfactory to the Village of Menands showing that:

- The insurance is endorsed to provide written notice be given to the Village of Menands, at least forty-five (45) days prior to the cancellation, non-renewal, or material alteration of such policies; and
- The “Village of Menands” is named as an *additional insured*. Proposal Name must appear on policy. The additional insured requirement does not apply to Workers Compensation or Professional Liability coverage.

The kinds and amounts of insurance to be provided are as follows:

A. Worker’s Compensation and Employer’s Liability Insurance meeting all New York State statutory requirements. A policy or policies providing protection for employees of the obligor in the event of job related injuries.

B. Automobile Liability Policy or Policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness or disease sustained by any person, including death at any time, caused by accident and arising out of the ownership, maintenance or use of any automobiles. In addition, the automobile liability policies shall have limits of not less than \$1,000,000 for each accident for damage to property, including all resulting loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

C. General Liability including comprehensive form, contractual, premises and completed operations, products-completed operations, personal & advertising injury, cross liability coverage, independent contractors, and broad form property insurance shall be furnished with limits of not less than:

Liability – Bodily Injury, Personal Injury & Property Damage

Each Occurrence - \$1,000,000.00 Combined Single Limit

Annual Aggregate - \$2,000,000.00

D. If providing professional services, Errors and Omissions policy with limit of not less than \$2,000,000 per loss, which policy applies to professional errors, acts, or omissions arising out of the scope of services covered by this Bid/Agreement.

E. Umbrella Excess Liability: \$1,000,000 over primary insurance.

F. Performance Bond Requirements: The successful Vendor shall be required to provide the Village a performance bond or other security equal to the sum of 24 months of rental

proposed in this request for proposal. Evidence as to the ability to obtain this security is required to be detailed in the Vendor's proposal.

Certificate acceptance and/or approval by the Village does not and shall not be construed to relieve the Successful Vendor of any obligations, responsibilities or liabilities under this Agreement. The Successful Vendor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject.

Not less than thirty (30) days prior to the expiration date or renewal date, the Successful Vendor shall supply to the Village updated replacement Certificates of Insurance, and amendatory endorsements.

Failure to obtain and/or keep in effect any or all required insurance on behalf of the Village as provided above will constitute a material breach of contract and subject the Successful Vendor to liability for damages, indemnification and all other legal remedies available to the Village. The insurance requirements shall not be construed to conflict with the obligations of the Successful Vendor concerning indemnification. Failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for the Village's immediate termination of any Agreement with the Successful Vendor, subject only to a five (5) business day cure period. Any termination by the Village as provided herein shall in no event constitute or be deemed a breach of this Agreement and no liability shall be incurred by or arise against the Village of Menands, its agents and employees for such termination for lost profits or any other damages.

2.2 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each Response will be held in confidence and details of any Response will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's Response contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a Response from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

2.3 General Requirements

- The Responders agree to adhere to all state and federal laws and regulations in connection with the contract.
- The Responders agrees to notify the Village of any changes in the legal status or principal ownership of the firm, forty-five (45) days in advance of said change.
- The Responders agree that in any contract resulting from this RFP it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.

- The Responders agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Village.
- For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this RFP, the Village will not be liable for any expense incurred by the contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the contractor. It is understood that travel expenses will not be allowed.
- The Village will make no allowance or concession to the Responders for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Inspection – For purposes of any contract resulting from this RFP the quality of service is subject to inspection and may be made at any reasonable time. Should it be found that quality of services is not satisfactory and that the requirements are not being met, the Village may terminate the contract and employ another contractor to fulfill the requirements of the contract.
- Stop Work Order – The Village reserves the right to stop the work covered by this RFP and any contract(s) resulting therefrom at any time that it is deemed the successful Responder is unable or incapable of performing the work to the Villages satisfaction. In the event of such stopping, the Village shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the Response, the successful Responder shall be liable to the Village for any such costs on account thereof. In the event that the Village issues a stop work order for the work as provided herein, the contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective. Provided, however, that an emergency exists, as reasonably determined by the Village, then the stop work order shall be effective immediately.
- The Village reserves the right to reject and bar from the facility any employee hired by the contractor.

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2.4 Subcontractors

The Village will contract only with the successful Responder who is the Prime Contractor. The Village considers the Prime Contractor the sole contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. Known or planned use of subcontractors shall be disclosed in detail in the submission by the proposer. If subcontractors are to be used, it shall be understood that the Response price includes the cost of the subcontractor and no additional markups will be allowed.

No subcontract entered into by the contractor shall relieve the contractor of any liabilities or obligations in this RFP or the resultant contract. The contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this RFP.

2. The contractor's use of subcontractors shall not diminish the contractor's obligations to complete the work in accordance with the contract. The contractor shall coordinate and control the work of the subcontractors.
3. The contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

4. During the term of the Contract, before any part of the contract shall be sublet, the contractor shall submit to the Village, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The contractor shall promptly furnish such information as the Village may require concerning the proposed subcontractor's ability and qualifications. The contractor shall not be entitled to any additional compensation when using subcontractors.
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2.5 Procurement Rights

The Village reserves the right to:

1. Reject any and all proposals received in response to this solicitation.
2. Disqualify a Responder from receiving the award if the Responder, or anyone in the Responder employ, has previously failed to perform satisfactorily in connection with previous contracts.
3. Correct Responders' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Responders.
4. Adjust any Responders expected costs of the Response price based on a determination of the evaluation committee that the selection of the said Responders will cause the Village to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Responders responding to this solicitation within the solicitation requirements to serve the best interests of the Village.
7. Begin contract negotiations with another Responder contractor(s) in order to serve the best interests of the Village should the Village be unsuccessful in negotiating a contract with the selected contractor within 10 business days of selection notification.
8. Waive any non-material requirement not met by all Responders.
9. Not make an award from this solicitation.
10. Make an award under this solicitation in whole or in part.
11. Make multiple contract awards pursuant to the solicitation.
12. Have any service completed via separate competitive Responder or other means, as determined to be in the best interest of the Village.
13. Seek clarifications of proposals.
14. If two or more offers are found to be substantially equivalent, the Village will, at its sole discretion, determine award using established criteria.
15. Procure specific needed services through other sources should the Village determine that utilization of another source is in the best interests of the Village for financial or other reasons.

Note: The Village is not liable for any cost incurred by a Responder in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

2.6 Extent of Services

The Village reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation.

2.7 Debriefings

6. Responders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, the Village shall, upon request, provide a debriefing which would be limited to review of that Responders Response. After contract award, the Village shall, upon request, provide a debriefing to any Responders that responded to the RFP, regarding the reason that the Responder or Response submitted by the unsuccessful Responders was not selected for a contract award. The post award debriefing should be requested by the Responders within thirty (30) days of contract award notification.
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2.8 Termination

The Village may, upon thirty (30) day notice, terminate the contract resulting from this RFP in the event of the awarded Responders failure to comply with any of the proposal's requirements unless the awarded Responders obtained a waiver of the requirement.

In addition, the Village may also terminate any contract resulting from this RFP upon ten (10) days written notice if the contractor makes any arrangement or assignment for the benefit of the creditors.

Furthermore, the Village shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFP, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the contractor.

Any termination by the Village under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against the Village, its agents and employees therefore for lost profits or any other damages.

2.9 Indemnification

The contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this agreement and covenants and agrees to indemnify and hold harmless the Village, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the contractor, its officers, agents, subcontractors or employees, or the failure by the contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the Village or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

2.10 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or

because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.