



Schoharie County, New York

Request for Proposal (RFP)

For

Consultant Engineering Firm

**To Provide Assessment, Design and
Construction Administration for
Support of Natural Stream Restoration
Projects**

October 12, 2012

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1 – Background

Hurricane Irene and Tropical Storm Lee have left nearly \$130 million in damages to public infrastructure alone in Schoharie County, including damages to streams. There are roads and bridges that are still closed, and threats to public safety from future flooding because stream projects to stabilize stream, banks, reconnect streams to their flood plains, and re establish stable reaches of the various streams have not yet been undertaken. Much of the stream damage is along marked flood evacuation routes.

Schoharie County has identified in over 900 public utility and infrastructure projects. This includes public facilities, privately owned utilities, and water and sewer treatment facilities, flood control mitigation projects, streets, sidewalks, and initial storm cleanup/debris removal. Schoharie County has the highest dollar amount of disaster damages per capita in New York as a result of these storms at \$2,299.

Schoharie County has been awarded the largest amount ever under NRCS's EWP program in New York State. This Request For proposals covers projects identified in 8 separate Damage Survey Reports (DSRs) generated by NRCS, for projects totaling an estimated \$21,150,980.

2 – Objective

The Natural Resources Conservation Service, with Schoharie County Soil and Water Conservation District have identified 8 specific stream restoration projects through the Damage Survey Report Process. Electronic versions of the DSR's can be found on the Schoharie County web site at

www.schohariecounty-ny.gov/CountyWebSite/Planning/planningservices.html

3 – Scope of Services

The successful consultant must demonstrate proficiency in the following areas:

- Stream/Riparian Assessments (preliminary and detailed)
- Survey and field data collection
- Rosgen stream/geomorphic classification training
- Fluvial Geomorphology
- Natural Channel Design
- Stream ecologists (Aquatic and Wildlife (Riparian) Biologists, Plant ecologists)
- Hydrologic/hydraulic modeling
- Drafting Support
- Cost Estimating
- Development of construction plans and specifications
- Permit Application and Process Assistance
- Construction Administration
- Construction Crew Assistance/Training

- Post-Construction Monitoring and/or Monitoring Program Development Assistance
- GIS Applications
- General Stream Restoration Program Development Assistance
- Grants/Government Assistance Funding Sources,
- Riparian Mitigation Plans
- Public/Staff Education

4 – SPECIAL CONDITIONS – EWP PROGRAM

- A. Compressed Timeframe: It is a condition of the County’s Project Agreement with the USDA Natural Resources Conservation Service (NRCS) that all work be completed no later than January 21, 2014. By submitting a proposal for engineering services, the prospective engineering team is acknowledging this critical time constraint. All proposals must include a preliminary project schedule that outlines proposed milestones for the typical phases of such a project (surveying, design development, detailed design, review & permitting, bidding, construction etc.) and how the 1/21/14 completion date can be met. The proposal should include a discussion of this compressed timeframe and any challenges foreseen by the engineering team.
- B. NRCS Review and Acceptance: Project designs and construction bid documents must be reviewed and accepted by NRCS prior to award of any construction contracts.
- C. Evaluation of Construction Budget: All current funding assistance is based upon the preliminary construction cost estimates presented in the individual Damage Survey Reports. Therefore project designs must be developed within the identified construction cost constraints. All proposals should include a Project Budget evaluation component early in design development, so that the County can have an independent assessment of the adequacy of the Construction Budget.

5 – Emergency Watershed Protection (EWP) Damage Survey Reports

Eight project sites have been identified for inclusion in this RFP. Each project site was evaluated by USDA/NRCS personnel in early 2012 as part of the Damage Survey Report (DSR) process. This evaluation included a preliminary assessment of stream condition and potential corrective measures, with a preliminary cost estimate of the conceptual corrective measures. These electronic Damage Survey Reports are available for review by all interested consultants at the Schoharie County web site www.schohariecounty-ny.gov/CountyWebSite/Planning/planningservices.html .

Respondents may chose to provide services for one, two, three or all four streams. DSR’s S-TM-07, S-TM-08, S-TM-09 and S-TM-10 are for the Little Schoharie; DSR’s S-TG-03

and S-TG-02 are for the Brown Mountain Road Tributary; DSR S-TM&F-11 is for the Line Creek/Mill Valley Road; and DSR S-TG-05 is for the Platterkill/Flat Creek Road.

The selected engineering team may propose alternate solutions for the proposed project, based on information obtained and analyses performed during design development. However, any proposed substantive changes should be brought to NRCS' attention as early as possible, for Agency concurrence.

Technical questions regarding the content of the DSRs, including identified corrective measures and preliminary cost estimates, should be directed to:

Will VanDeValk, P.E.
Area Engineer – USDA/NRCS
(518) 295-8600 (Office)
(518) 275-6258 (Cell)
william.vandevalk@ny.usda.gov

6 – Proposal Requirements

Consultant's proposal shall include the following items in the following sequence

- A. Executive Summary: The summary shall include a statement of the work to be accomplished, how the Consultant proposes to accomplish and perform each specific service and unique problems perceived by the Consultant and their solutions.
- B. Consultant Qualification General Questionnaire: Completed Consultant Qualification General Questionnaire (Attachment A).
- C. Litigation Disclosure: Completed Litigation Disclosure Form (Attachment B). If CONSULTANT is proposing as a team or joint venture, than all parties to that team or joint venture shall complete and return this form with the proposal.
- D. Minority and Women Business Enterprise: Schoharie County is receiving funding from New York State as well as NRCS. The CONSULTANT should demonstrate how they will help Schoharie County meet the State's requirement for 20% participate for all Minority and Women Business Enterprises, and 10% Women Business Enterprises.
- E. Brochures: Include brochures and other relevant information about CONSULTANT considered by Schoharie County in its selection.
- F. References and Qualifications:
 - a. Background of CONSULTANT and support personnel, including professional qualifications and length of time working in CONSULTANT's capacity. Include resumes of key personnel for services that CONSULTANT proposes to perform including relevant experience of CONSULTANT as it relates to the scope of services contemplated by the RFP.

- b. Specific experience with public entity clients, for example; other Governmental Entities. If CONSULTANT has provided services for the Schoharie County in the past, identify the name of the project and the department for which CONSULTANT provided those services. If CONSULTANT is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
 - c. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
 - d. CONSULTANT shall provide three (3) references, preferably from other governmental entities for whom CONSULTANT has provided services.
 - e. If CONSULTANT has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
- G. Insurance Requirements: Signed statement indicating CONSULTANT's willingness and ability to provide insurance coverage in amounts stated herein, if selected. (Attachment C)
- H. Indemnity Requirements: Signed statement indicating CONSULTANT's willingness to accept and comply with the indemnification provisions described herein, if selected. (Attachment D)
- I. Non Collusion Requirement (Attachment E): Consultant shall include with proposal a notarized non-collusion statement signed by an agent authorized to represent the agency making the foregoing bid, that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said price, or of that of any other bidder, or to secure any advantage.
- J. Signature Page: CONSULTANT must sign the proposal on the appropriate form. The proposal must be signed by a person authorized to bind the firm submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm are to be accompanied by evidence of authority. (Attachment F)

- K. Proposal Checklist: Completed proposal checklist (Attachment G). CONSULTANT is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE CONSULTANT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

7. – Amendments to RFP

Amendments to this Request For Proposal shall be posted on the Schoharie County web site at www.schohariecounty-ny.gov/CountyWebSite/Planning/planningservices . Consultants that have registered their interest in the RFP with Peter Nichols, Stream Program Manager with Schoharie County Soil and Water District (518) 295-8811 or peter.nichols@schohariesoilandwater.org will be additionally notified if there are changes or amendments to the RFP.

8. – Submission of Proposals

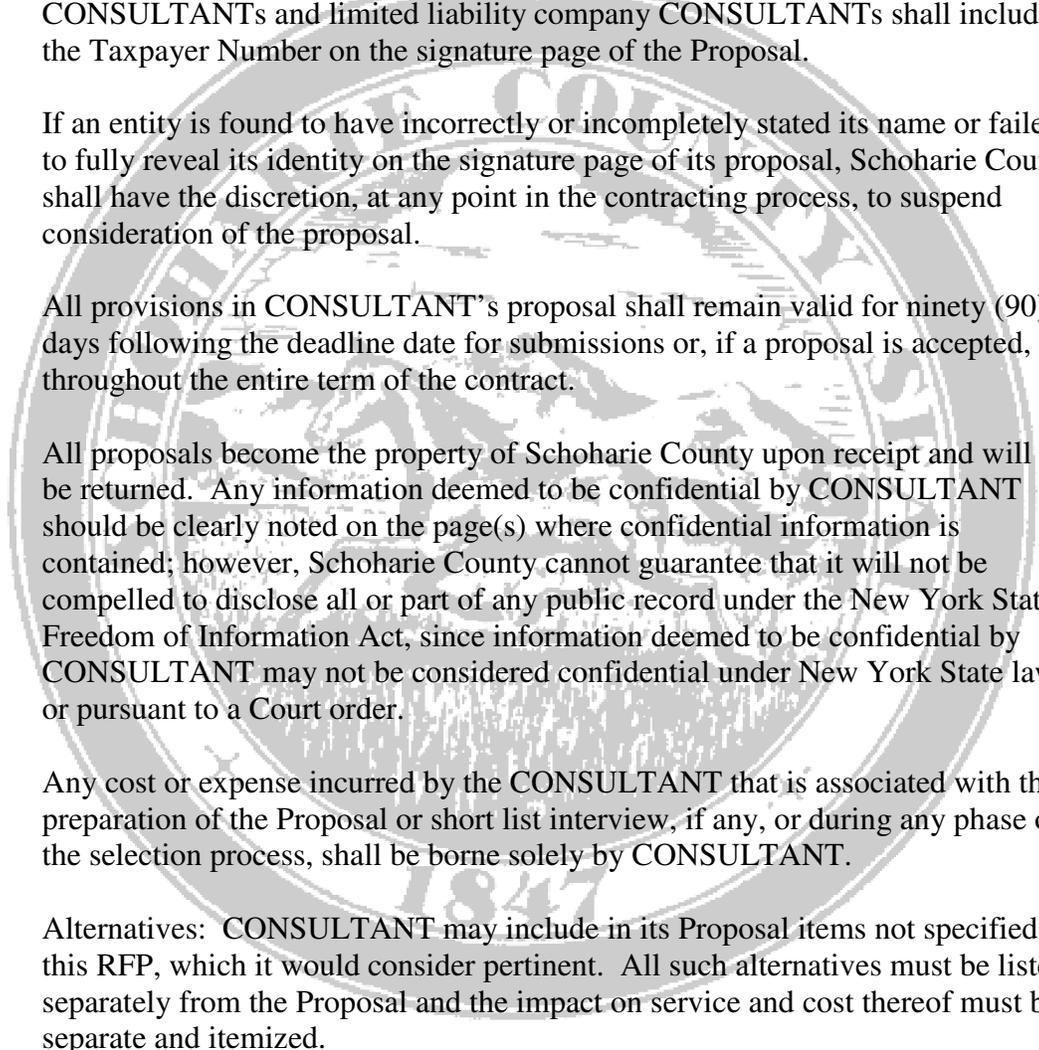
CONSULTANT shall submit (6) copies of the Proposal, and an original signed in ink, in a sealed package, clearly marked on the front of the package **CONSULTANT ENGINEERING FIRM TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SUPPORT OF EMERGENCY WATERSHED PROTECTION PROJECTS**. All Proposals must be received in the Schoharie County Board of Supervisors office no later than 4:00 p.m. Eastern Time, Friday, November 9, 2012 at the address below. Any Proposal received after this time will not be considered.

Mailing Address:

Schoharie County Board of Supervisors
Sheryl Largeteau, Clerk of the Board
PO Box 429, 284 Main Street
Schoharie, NY 12157-0429

Proposals sent by facsimile or email will not be accepted.

- A. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper. Font size shall be no less than 12 point type. All pages shall be single spaced and printed on one side only. Margins shall be no less than ¾" around the perimeter of each page. Maximum number pages allowed for the Executive Summary shall be six (6), excluding resumes, general consultant literature and other required attachments. Each page shall be numbered. Each proposal must include the sections and attachments in the sequence listed in Section 6, Proposal Requirements and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

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- B. CONSULTANTS who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local “handles” will be accepted in lieu of the full, true and correct legal name of the entity. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate CONSULTANTS and limited liability company CONSULTANTS shall include the Taxpayer Number on the signature page of the Proposal.
 - C. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, Schoharie County shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.
 - D. All provisions in CONSULTANT’s proposal shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
 - E. All proposals become the property of Schoharie County upon receipt and will not be returned. Any information deemed to be confidential by CONSULTANT should be clearly noted on the page(s) where confidential information is contained; however, Schoharie County cannot guarantee that it will not be compelled to disclose all or part of any public record under the New York State Freedom of Information Act, since information deemed to be confidential by CONSULTANT may not be considered confidential under New York State law, or pursuant to a Court order.
 - F. Any cost or expense incurred by the CONSULTANT that is associated with the preparation of the Proposal or short list interview, if any, or during any phase of the selection process, shall be borne solely by CONSULTANT.
 - G. Alternatives: CONSULTANT 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 impact on service and cost thereof must be separate and itemized.

9. Restrictions on Communication

Once the RFP has been released, CONSULTANTS are prohibited from communicating with Schoharie County staff regarding the RFP or Proposals, with the following exceptions:

- A. Questions concerning substantive RFP issues, other than specific technical questions regarding the Damage Survey Reports (DSRs), shall be directed to, Peter Nichols, Stream Program Manager at Schoharie County Soil and Water District, 108 Holiday Way, Suite 2, Schoharie, NY 12157 (518) 295-8811 or peter.nichols@schohariesoilandwater.org. Verbal questions and explanations are not permitted other than for general non-substantive issues or as may be described by this section and during interviews, if any. No inquiries or questions will be answered if received after 12:00 noon on, Friday, November 2, 2012 to allow ample time for distribution of answers and/or amendments to this RFP. CONSULTANTs wishing to receive copies of the questions and their responses must notify Peter Nichols, Stream Program Manager in writing prior to the date and time the questions are due.
- B. CONSULTANT shall not contact Schoharie County employees before an award has been made, except as set out herein. Violation of this provision by CONSULTANT may lead to disqualification of its proposal from consideration.
- C. Schoharie County reserves the right to contact any CONSULTANT for clarification after responses are opened and/or to further negotiate with any CONSULTANT if such is deemed desirable.

10. Evaluation Criteria

Schoharie County will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Schoharie County may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the CONSULTANTs for interviews. If Schoharie County elects to conduct, interviews, CONSULTANTs may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. Schoharie County reserves the right to select one, or more, or none of the CONSULTANTs to provide services.

Evaluation criteria:

- A. Responsiveness to the Request for Proposal
 - a. Requested information included & thoroughness of response.
 - b. Understanding and acceptance of the scope of services.
 - c. Acceptance of the RFP.
 - d. Clarity and conciseness of the response.
- B. CONSULTANT's background & capability to provide services required.
 - a. CONSULTANT's area of expertise.
 - b. CONSULTANT's support personnel's professional qualifications and experience.
 - c. CONSULTANT's relevant experience

- d. CONSULTANT's experience with public entity clients
 - e. CONSULTANT's availability of resources to support the project.
- C. Evaluation of References.
- D. Capability to meet the stated schedule
- E. Total Cost of the Project

Proposal shall be examined and evaluated by the Selection Committee to determine whether the requirements of this RFP are met and to make a recommendation to the County Board of Supervisors.

11. Award of Contract and Reservation of Rights

- A. Schoharie County reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the CONSULTANT(s) whose Proposal(s) is deemed most advantageous to Schoharie County, as determined by the selection committee.
- C. Schoharie County may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of Schoharie County. Schoharie County also reserves the right to cancel any task request in effect should it determine that the proposed staff is not available or assigned to the task order, award the contract(s) solely on the written proposal, and request oral interviews with the highest ranked firms.
- D. Schoharie County reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. Schoharie County also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. The County will enter into a contract with the successful bidder upon approval by the Schoharie County Board of Supervisors. All bidders will be notified of the bid award. The proposal and all subsequent written communications will become part of the contract.
- F. Schoharie County will require the selected CONSULTANT(s) to execute the contract with Schoharie County, no more than thirty (30) calendar days after Schoharie County gives notice of award. No work shall commence until the contract document(s) is signed by Schoharie County and CONSULTANT(s) provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on Schoharie County until

reviewed by legal counsel. In the event the parties cannot negotiate and execute a contract within the time specified, Schoharie County reserves the right to terminate negotiations with the selected CONSULTANT and commence negotiations with another CONSULTANT.

- G. This RFP does not commit Schoharie County to enter into a Contract, award any services related to this RFP, nor does it obligate Schoharie County to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- H. If selected, CONSULTANT will be required to comply with the Insurance and Indemnity Requirements established herein.
- I. If selected, CONSULTANT will be required to comply with all terms of the contract established herein and in the agreed upon contract.
- J. Conflicts of Interest. CONSULTANT acknowledges that it is informed that the CONSULTANT is required to warrant and certify that it, its officers, employees and agents are neither officers nor employees of Schoharie County, as defined in Schoharie County's Ethics Code.
- K. Independent Contractor. CONSULTANT agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is and shall be deemed to be an independent contractor(s), responsible for its respective acts or omissions, and that Schoharie County shall in no way be responsible for CONSULTANT's actions and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that is has such authority.
- L. Assignment – The contract shall not be assigned by the Contractor in whole or in part without the written consent of the County.

12. – Schedule of Events

Following is a list of projected dates with respect to this RFP.

	Date
RFP Solicitation Period	October 12 to November 9, 2012
Questions Accepted Until	November 2, 2012
Proposals Due No Later Than	4:00 pm Eastern Time November 9, 2012
Selection Committee established	November 2, 2012
Initial Evaluations Conducted	November 14, 2012
Selection Committee Selects Consultant	No later than November 30, 2012
Contract Negotiation	November 13 to December 14, 2012
Execute Contract	No later than December 31, 2012

13. – Additional Provisions

A. - Ownership and Licenses

In accordance with New York State Law, CONSULTANT acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property. Thus, no such local government records produced by or on the behalf of CONSULTANT pursuant to this Contract shall be the subject of any copyright or proprietary claim by CONSULTANT.

The term “local government record” as used herein shall mean any document, paper, letter, book, map, photograph, audio or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law including an ordinance, or in the transaction of official business.

CONSULTANT acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and become the property of Schoharie County. CONSULTANT, if awarded this contract, will be required to turn over to Schoharie County, all such records as required by said contract. CONSULTANT, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without Schoharie County’s written permission, unless required to do so by a Court of competent jurisdiction.

Upon completion, Schoharie County shall own and retain the original, including reproducible copies of the CONSULTANT’s Preliminary Design documents and design report for information and reference. Schoharie County acknowledges the CONSULTANT’s Preliminary Design documents and design report as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of Schoharie County upon completion of the work and payment in full or all monies due to the CONSULTANT. Schoharie County shall be a co-owner of the instruments of professional services. Schoharie County shall not reuse or make any modifications to the Preliminary Design documents and design report without the prior written authorization of the CONSULTANT. Authorization to reuse, modify, or to utilize the Preliminary Design documents in the promotion, explanation, award nominations, etc., shall not be unreasonably withheld by the CONSULTANT. Schoharie County agrees to waive any claim against the CONSULTANT arising from any unauthorized reuse or modification of the documents.

CAD Documents: Schoharie County acknowledges the CONSULTANT’s Preliminary Design documents and design report, including all documents which are electronic media, as instruments of professional services. Nevertheless, the Preliminary Design

documents and design report prepared under this Agreement shall become the property of Schoharie County upon completion of the services and payment in full of all monies due to the CONSULTANT. Schoharie County shall not reuse or make or permit to be made any modifications to the Preliminary Design documents and design report without the prior written authorization of the CONSULTANT. Schoharie County agrees to waive any claim against the CONSULTANT arising from any unauthorized reuse or modification of the Preliminary Design documents and design report.

Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the PROJECT is not to be construed as publication in derogation of Schoharie County's rights.

Instruments of professional service provided in electronic media form may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. In the event of any inconsistency between the electronic media and hard copies provided by the CONSULTANT, the hard copy shall govern. The CONSULTANT is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by the CONSULTANT.

In accordance herewith, CONSULTANT, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

B. – Freedom of Information Law:

The New York State Freedom of Information Law as set forth in Public Officers law, Article 6, section 84-90, mandates public access to government records, however, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the CONSULTANT's competitive position constitute a trade secret. CONSULTANTS who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page, **“THE CONSULTANT BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW”**. The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

C.-Certifications

CONSULTANT warrants and certifies that CONSULTANT and any other person designated to provide services hereunder has the requisite training, license and/or

certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

D. – Intellectual Property

If selected, CONSULTANT agrees to abide by the following regarding intellectual property rights:

CONSULTANT shall pay all royalties and licensing fees. CONSULTANT shall hold Schoharie County harmless and indemnify Schoharie County from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims, or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if CONSULTANT has reason to believe that the design service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to Schoharie County.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, CONSULTANT will immediately:

1. Either:
 - a) obtain, at CONSULTANT's sole expenses, the necessary license(s) or rights that would allow Schoharie County to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
 - b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
 - c) reimburse Schoharie County for any expenses incurred by Schoharie County to implement emergency backup measures if Schoharie County is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

2. CONSULTANT further agrees to:
 - a) assume the defense of any claim, suit, or proceeding brought against Schoharie County for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
 - b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
 - c) indemnify Schoharie County against any monetary damages and/or costs awarded in such suit;

Provided that:

- CONSULTANT is given sole and exclusive control of all negotiations relative to the settlement thereof, but that CONSULTANT agrees to consult with Schoharie County legal counsel during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of Schoharie County,
- That the Software or the equipment is used by Schoharie County in the form, state, or condition as delivered by CONSULTANT or as modified without the permission of CONSULTANT, so long as such modification is not the source of the infringement claim,
- That the liability claimed shall not have arisen out of Schoharie County's negligent act or omission, and
- That Schoharie County promptly provide CONSULTANT with written notice within 15 days following the formal assertion of any claim with respect to which Schoharie County asserts that CONSULTANT assumes responsibility under this section.

The Proposals submitted by the individual CONSULTANTs(s) is the document upon which the County will make its initial judgment regarding the CONSULTANT's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.

Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by the County to reimburse any firm or individual for any cost incurred in the preparing or submitting Proposals, preparing or submitting additional information requested by the County for participating in any selection interviews.

Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal. Failure to address any exceptions shall be grounds for disqualification.

The County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP. If selected CONTRACTOR also contracts with the State of New York at a cheaper rate than the quoted herein, the County reserves the right to switch to the New York State Contract without incurring fees or penalties.

The County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

The County may, at any time by written notification to all CONTRACTORS, change any portion of the RFP described and detailed herein.

Proposals will be examined and evaluated by the selection committee and/or the Schoharie County EWP Project Management Team.

During the evaluation of Proposals, the County may require clarification of the information or may invite CONTRACTORS to an oral presentation to amplify and or validate Proposal contents.

All material submitted in response to this RFP shall become the property of the County.

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by Schoharie County.

E. Indemnification:

The Successful CONSULTANT shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Successful CONSULTANT, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

F. Modification and Withdrawal of Proposals:

Proposals may be modified or withdrawn at any time prior to the opening date and time by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

If within twenty-four (24) hours after the Proposals are opened, any CONSULTANT files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that CONSULTANT may withdraw its Proposal. Thereafter, that CONSULTANT will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

Each Proposal shall state that it is a FIRM OFFER for a period of ninety (90) days from the Proposal opening date. After expiration of the firm offer period, if no contracts award has been made, a Proposal may be withdrawn if the CONSULTANT does so in writing directed to the Project Managers; otherwise, Proposals remain in effect consistent with the terms of this RFP.

ATTACHMENT A
CONSULTANT QUALIFICATION GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: _____

2. Address: _____

3. Telephone: _____

4. Fax: _____

5. E-mail: _____

6. Does your Company anticipate any mergers, transfer of organizations ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

Yes ___ No ___

7. Is your company authorized and/or licensed to do business in New York?

Yes ___ No ___

8. Has the Company or any of its principles been debarred or suspended from contracting with any public entity?

Yes ___ No ___

9. If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate the person whom Schoharie County may contact concerning this proposal or setting dates for meetings.

Name _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

11. – The Consultant is responding to provide services for the following Streams:

YES

NO

Little Schoharie _____

Line Creek-Mill Valley Road _____

Platter Kill-Flat Creek Road _____

Brown Moutain Road Trib. _____

12. Surety Information: Has the consultant or the Company ever had a bond or surety canceled or forfeited? Yes ___ No ___

13. If yes, state the name of the bonding company, date amount of bond and reason for such cancellation or forfeiture. _____

14. Bankruptcy Information: Has the consultant of the Company ever been declared bankrupt or filed for protection from creditors under State or Federal proceedings? Yes ___ No ___

15. If yes, state the date, court, jurisdiction, case number, amount of liabilities and amount of assets. _____

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: _____

Signature of Principal _____ Printed Name of Principal _____ Title of Principle _____

ATTACHMENT C – INSURANCE REQUIREMENTS
INSURANCE AND SECURITY REQUIREMENTS:

The Successful CONSULTANT will be required to procure and maintain at its own expense, the following insurance coverage.

(a) **Worker’s Compensation and Employer’s Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.

(b) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than.

Liability for:	Combined Single Limit
Property Damage	1,000,000
Bodily Injury	1,000,000
Personal Injury	1,000,000

(c) **Automobile Liability** with a Combined Single Limit of 1,000,000.

Each policy of insurance required shall be of form and content satisfactory to the Schoharie County Attorney.

(a) The County of Schoharie shall be named as an additional named insured.
Proposal Name must appear on policy.

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the County of Schoharie. It shall be automatically renewed upon expiration and continued in force unless the County is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract until the Successful CONSULTANT has delivered to the Schoharie County Attorney or his/her designee proof of insurance of all policies of insurance required by the Contract to be procured by the Successful CONSULTANT. If at any time, any of said policies should expire or become unsatisfactory to the County, the Successful CONSULTANT shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the Successful CONSULTANT to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County be forthwith declared suspended, discontinued or terminated. Failure of the Successful CONSULTANT to procure and maintain any required insurance shall not relieve the Successful CONSULTANT from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Successful CONSULTANT concerning indemnification.

ATTACHMENT D – INDEMNIFICATION REQUIREMENTS

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Schoharie County harmless from any damage, liability or cost (including reasonable attorneys' fee and cost of defense) to the extent caused by the consultant's negligent acts, errors or omissions in the performance of its services under this agreement and those of or anyone for whom the consultant is legally liable.

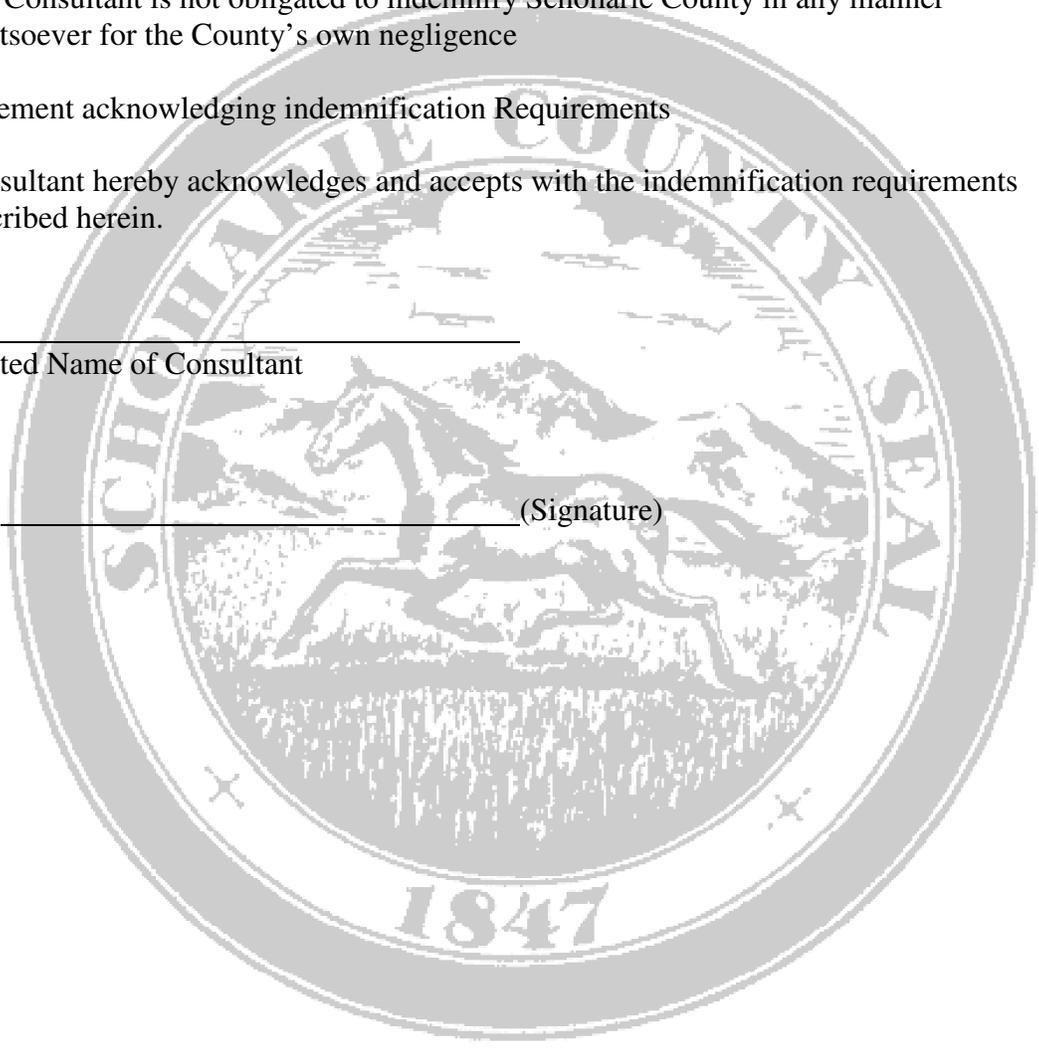
The Consultant is not obligated to indemnify Schoharie County in any manner whatsoever for the County's own negligence

Statement acknowledging indemnification Requirements

Consultant hereby acknowledges and accepts with the indemnification requirements described herein.

Printed Name of Consultant

By: _____ (Signature)



ATTACHMENT E – NON-COLLUSION BIDDING STATEMENT

GENERAL MUNICIPAL LAW

CHAPTER 675 – LAWS OF 1996

Amending 103-d General Municipal Law

“a.) By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and behalf.

1. The price in this bid have been arrived at independently without collusion, consultation, communications or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

FIRM

BY

DATE

ATTACHMENT F – SIGNATURE PAGE

Keep the appropriate signature section and delete the other to execute and submit with your proposal.

INDIVIDUAL or PROPRIETORSHIP

If CONSULTANT is an INDIVIDUAL or PROPRIETORSHIP, sign here:

Name: _____

Doing Business As: _____

PARTNERSHIP OR JOINT VENTURE

By signing below, the undersigned officer and/or agent of CONSULTANT represents, warrants and certifies that he/she is an authorized representative with full authority to bind CONSULTANT to the terms and conditions provided for in its Proposal and required by this RFP and has the necessary authority to execute an Agreement on behalf of CONSULTANT, if awarded.

If CONSULTANT is a PARTNERSHIP OR JOINT VENTURE, at least two (2) Partners or each of the Joint Ventures must sign here:

Partnership or Joint Venture Name

By: _____

Member of the Partnership or Joint Venture

By: _____

Member of the Partnership or Joint Venture

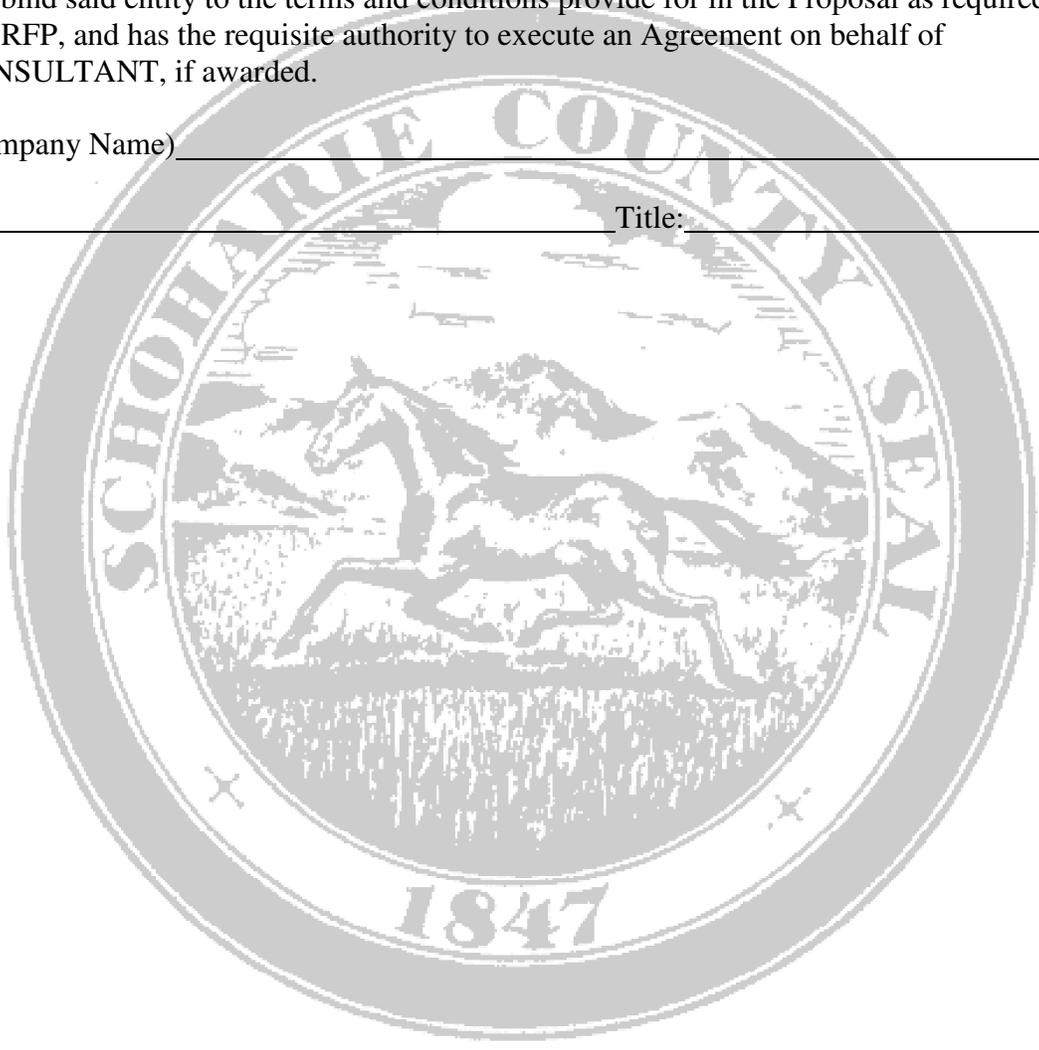
By: _____

CORPORATION

If CONSULTANT is a CORPORATION, the duly authorized officer must sign as follows: The undersigned certifies that he/she is _____(title) of the corporation or limited liability company named below; that he/she is designated to sign this Proposal Form by resolution (attach Certified Copy) for and on behalf of the below named entity, and that he/she is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provide for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of CONSULTANT, if awarded.

(Company Name) _____

By: _____ Title: _____



ATTACHMENT G – PROPOSAL CHECKLIST

This checklist is to help the CONSULTANT ensure that all required documents have been included in its proposal.

DOCUMENT	CHECK
Executive Summary	
CONSULTANT Qualification General Questionnaire	
Litigation Disclosure	
Brochures	
References and Qualification (Proposal Requirements Section of RFP) <ul style="list-style-type: none"> • resumes of key personnel • 3 References 	
Statement Acknowledging Insurance Requirements	
Statement Acknowledging Indemnification Requirements	
Minority & Women Business Enterprises	
Non-Collusion Bidding Statement	
Signature Page	
6 Copies of Proposal plus one signed original	