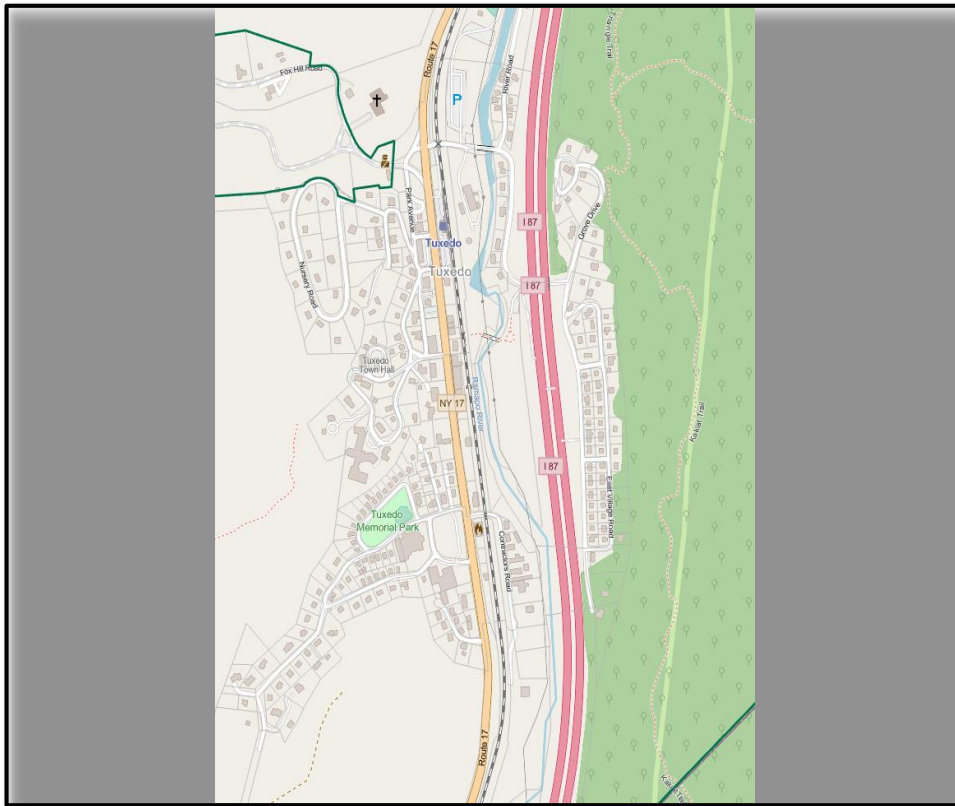




# Request For Proposal (RFP) Town of Tuxedo, Orange County, NY



## NYS Route 17 Hamlet Revitalization – Transportation-Related Improvements

Issue Date: January 15, 2024  
Response Due: February 8, 2024

## **I. NOTICE OF INVITATION**

Notice is hereby given that the Town of Tuxedo, NY is seeking to retain a professional engineering, planning and design firm and/or teams (the “Consultant”) to provide services for the development of a Hamlet Revitalization Conceptual Transportation-Related Improvement Plan.

Sealed proposals will be received by the Town of Tuxedo Town Clerk located at Tuxedo Town Hall, 1 Temple Road, Tuxedo, NY 10987 by **February 8, 2024, at 3 PM.**

Requests for modifications or clarifications of any requirement must be submitted via email to: [dmurphy@tuxedogov.org](mailto:dmurphy@tuxedogov.org). **All requests must be received by January 22, 2024, at 3 PM. See below for the full calendar of submission and response dates.**

The Town reserves the right to reject any and all proposals; to waive any irregularities or informalities in any proposal or in the proposal procedure; or, to postpone the proposal opening for good cause. Each Proposer will be notified of award of contract, if an award is made.

The RFP document is attached to this email and also available for download on the Town's website at:

<https://www.tuxedogov.org/economic-opportunities/pages/bids-rfps>

Ultimately, it is the responsibility of the Proposer to check the Town's website for any addenda that may be issued relative to this RFP.

## **II. PROJECT BACKGROUND**

The Town of Tuxedo had been examining the feasibility of improving the transportation circulation and parking system, which would also include streetscape improvements, within the Tuxedo hamlet, which straddles both sides of Route 17 in the unincorporated Town of Tuxedo, Orange County, NY. The hamlet is generally tucked into the “Ramapo Pass” through which several major transportation routes travel. Generally, the hamlet is located along NYS Route 17, just north of its boundary with Rockland County. The Village of Tuxedo Park is located immediately west of the hamlet corridor. The NYS Thruway parallels NYS Route 17 to the east. The hamlet adjoins the Ramapo River which is also located on the east side of the corridor. The hamlet is served by Metro North, and rail service is available from the train station and siding on the east side of Route 17. The Route 17 corridor is heavily traveled by local commuters, and is a secondary route for commercial trucks. Access to the NYS Thruway is either to the north, in the Village of Woodbury (where Woodbury Commons outlet center is located) or to the south near the New Jersey border. The hamlet itself is oriented north-south, and is approximately just less than one mile long. To the southeast of the hamlet, a major residential development is under construction, which will ultimately introduce up to 1,600 dwelling units which would also be served by the hamlet. The hamlet itself is the governmental center for the Town, and includes a post office,

library, Town Hall, and other organizations. Commercial uses are located along the NYS Route 17 corridor frontage, and the hamlet is otherwise residential.

Improvements within the hamlet have been contemplated for some time, and a preliminary concept for improvements has been incorporated into the Town of Tuxedo’s adopted comprehensive plan. This plan was very conceptual, and will be updated as per this RFP. A copy of the prior concept plan may be found at this link (Appendix A):

[https://www.tuxedogov.org/sites/g/files/vyhliif5996/f/uploads/2018\\_cpu\\_appendices.pdf](https://www.tuxedogov.org/sites/g/files/vyhliif5996/f/uploads/2018_cpu_appendices.pdf)

The Town’s primary goal is to develop a well-connected, multi-modal, safe, efficient, and enjoyable network of quality roads, sidewalks, trails and services within the hamlet. It is anticipated that the selected consultant will work closely with the Town Board in developing a concept plan for the hamlet.

**To that end, the Town of Tuxedo, invites the submission of proposals** for the conceptual design of a preliminary Hamlet Plan. The Plan will be relied upon to be able to proceed to engineering, application and permitting work. The intent is to use the preliminary Hamlet Plan to apply for various state and federal grants to secure funding for these later steps. For reference purposes, the Scope of Work describes what those later steps would be, which is intended to inform the Respondent of all future phases/tasks related to this Project.

### III. Scope of Work

The Town recognizes the expertise of the consultants responding to the RFP and wishes to rely on that expertise to develop a plan that meets the specific needs identified by the Town. The following scope of work presents the minimum activity that the Town envisions as being needed to complete this project – again, note that this RFP is to develop a preliminary Hamlet Plan (**Phase I only**) so that the Town can seek funding, which will be used to proceed forward with **Phases II and III**.

#### **PHASE I: Development of a Concept Plan and Public Workshops**

1. The preparation of a master conceptual planogram by an engineering firm to include:

Concept drawings of the following:

- Landscape enhancements by a licensed landscape firm
- Parking enhancements
- Streetscape design and enhancements
- Pedestrian safety and traffic circulation enhancements

Please note that the Town will first seek completion of conceptual design concepts within the Hamlet for public review and input as a first task. Once the Town accepts a conceptual design, engineering plans and related application forms, reports and documents that are required for a Complete Application for NYS Forward Grant 2024 will proceed.

Conceptual Plan to include:

- locations for street signage
- pedestrian walkways and safety elements

- lighting plan (dark sky compliant)
- emergency vehicle circulation plan
- tree placement and management plan
- architectural elements placement plan
- parking solution, enhancements and additions

2. From this plan, resident participation and feedback will be necessary to finalize a master plan. Include two public workshops with residents to be led by the proposing firm. Also include costs of any additional workshops that may be needed.

### **PHASE II: Cost estimating to submit State and Federal grants**

From the master plan, the following phases of project development will be needed to apply for State and Federal Funding. Provide cost estimates to develop the following:

Cost Estimates and Timetables:

- Survey and Engineering Drawings of the specified areas to determine Preliminary Sidewalk and Highway Site Plan for submission to NYS DOT for work permits;
- Estimated construction costs, material costs to develop a preliminary budget
- Stormwater Management Plan and Operations and Maintenance manuals , if needed
- Water and sewer approvals, including any State or other Utilities Authorities, if needed
- Soil Conservation District approval, if needed
- Cut and fill plan
- Final grant proposal and submission for NYS Forward and other identified State and Federal Grants as applicable.

### **PHASE III: Final budget approval; Timetable and Implementation once funds are secured**

Additional Notes:

Plans and reports should be anticipated to include five hard copy drafts for the Town Board and then sufficient hard copies for the relevant governmental/grant agency as needed for completeness and application preparation.

Site development will take into account and adhere to all NYSDOT specifications for sidewalk, traffic, crosswalk, lighting and landscaping.

Improvements within the Study Area may take place in phases or sections. Exact details of phasing will be determined at a later date. For now, assume improvements will follow a reasonable phasing plan based on the various sections in the concept design to allow for orderly construction sequencing.

## **IV. RFP Schedule**

The major projected milestones of the consultant selection schedule are as follows:

1. RFP Advertised: January 15, 2024
2. RFP Questions Due: January 22, 2024
3. RFP Responses Posted: January 29, 2024

4. Proposals Due: February 8, 2024
5. Interviews (up to 3 firms): Date to be Determined
6. Award Contract: February 23, 2024

The Contract Term is expected to begin in February 2024 with deliverables completed by August 2024.

Applications for NY Forward commence in July 2024. All necessary documentation, plans, estimates and timetables need to be completed to meet grant funding deadlines.

## **V. Submittal Requirements**

Respondents are required to submit one (1) signed original, five (5) printed copies and one electronic copy of their submittal prior to **SUBMISSION DATE**. Responses shall be firmly sealed in an envelope or box and contain the Respondent's name and return address.

The Proposal shall be limited to no more than 50 single-sided or 25 double-sided pages. Three-ring binders will not be accepted. Required Forms do NOT count against the page limit.

The Proposal shall be prepared in the order presented herein and contain the following information:

### **A. Executive Summary**

Provide a brief overview of the Team and all proposed sub-consultants, the Team's experience and qualifications, and the overall approach to the scope of work.

### **B. Team Background**

Each respondent shall submit materials that highlight its unique strengths, qualifications, breadth of knowledge and experience to prepare the preliminary Hamlet Plan. Include the following:

- A history of the Consultant's experience providing transportation planning services to other municipalities and governmental entities.
- A description of the Consultant's organizational structure noting the principals, project manager(s), and professional staff that will be directly involved in performing the work.
- Resumes of key staff (principals, project manager(s) and senior professional staff) that will be assigned to the project.
- An overall description of the Consultant's relevant work experience. Include examples of up to five (5) transportation planning projects that the Consultant has completed, including references for the projects worked on and the client names and contact persons.
- Demonstrated experience preparing NYS Forward, TAP, CMAQ, CRP and or other relevant grant applications and projects that have been awarded funding.

### **C. Approach to Scope**

A description of how the Consultant would work with the Town of in the design of the project. This shall include:

- A statement explaining the Consultant’s approach.
- A description of how the Consultant intends to address the scope of work set forth in Section 3 of this RFP
- A description of how the Consultant intends to maintain a timely and efficient schedule, including specific methods that would be employed
- A list of sub-consultants by respective their respective discipline

**D. Fee Proposal**

Provide a proposed fee for tasks outlined in Section III. Scope of Work. The proposal must include a detailed staffing plan, including the hourly rate of each principal and staff member whose resume is provided or whose job category may be required, as well as a list of anticipated reimbursable expenses.

**VI. Selection Process**

Final selection will be based on the Proposal score (100 points total) and the interview performance score (100 points total). The Town of Tuxedo reserves the right to:

- Seek clarification and revisions of proposals
- Seek a final and best offer from those firms short-listed.
- Make an award under the RFP in whole or in part.

It is expected that a maximum of three (3) applicants will be selected, or ‘short-listed’ for interviews. ‘Short-Listed’ applicants will be notified two (2) weeks prior to an Interview. Selection for interviews will be based on an independent evaluation of the submitted proposals using the factors listed below. Selection for interviews shall be based on “best value’, made in accordance with the following evaluation criteria and weights as follows:

1. <u>Team Background (40%)</u>	
a. Experience of team on similar projects:	20 pts
b. Experience of project manager:	10 pts
c. Experience with relevant grant applications	10 pts
2. <u>Approach to Scope of Work (40%)</u>	
a. Understanding of project intent and goals:	20 pts
b. Understanding tasks, deliverables and schedule:	20 pts
3. <u>Fee Proposal (20%)</u>	
a. Hourly rates of principals and personnel:	10 pts
b. Overall project cost proposal:	10 pts

The Town of Tuxedo is an equal opportunity employer. In accordance with anti-discrimination law, it is the purpose of this policy to effectuate these principles and mandates. Town of Tuxedo prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information,

protected veteran status, or any other characteristic protected by law. Town of Tuxedo conforms to the spirit as well as to the letter of all applicable laws and regulations.

## **VII. INSURANCE REQUIREMENTS**

### **A. General Provisions**

As to all required insurance:

- 1) The Vendor shall provide current Certificates of Insurance and accompanying documents as described herein for the Town's approval prior to Town's signing of contract(s).
- 2) "Certificate Holder" shall be Town of Tuxedo at the address of 1 Temple Road, Tuxedo, NY 10987.
- 3) Coverage must comply with all specifications set forth herein.
- 4) All insurance documents must be executed with authorized signatures.
- 5) The Vendor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. A copy of such endorsement(s) must be furnished to the Certificate Holder.
- 6) Failure of the Town to object to the Vendor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Vendor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the Town a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
- 7) The Vendor's liability and indemnification of the Town shall not be relieved or diminished by the Vendor securing insurance coverage in accordance with the Town's requirements. Any approval by the Town of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Vendor's insurance coverage.
- 8) In addition to Certificates of Insurance and other documents, the Vendor shall provide to the Town and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.
- 9) When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Vendor shall supply, no later than ten (10) days prior to such expiration, the Town with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- 10) The Vendor will assure that any and all subcontractors retained by the Vendor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the

Town in light of the work to be performed, written by companies meeting the same criteria as required in Section B. LIABILITY INSURANCE, and that the Town is named additional insured on the subcontractor's liability policies according to the same requirements as described in Additional Insured.

- 11) The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any of the coverages required herein of the Vendor.
- 12) The Town reserves the right to modify the requirements herein, including limits, based on circumstances involved, including but not limited to the nature of the risk involved, prior experience, insurer, or coverage

## **B. Liability Insurance**

The Vendor agrees to secure and maintain, at the Vendor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of B+ or better. The Vendor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

### **Commercial Liability**

- (a) Occurrence based Commercial General Liability coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations and contractual liability. The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the VENDOR:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

- (b) **Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as **additional insured on a primary and non- contributory basis:**

*"Town of Tuxedo and its employees, authorized volunteers and board members."*

The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Certificates of Insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that effects this coverage in each policy must be provided to the Town with the Certificate of Insurance.



(c) **Waiver of Subrogation:** To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella/Excess Liability, and Workers Compensation policies in favor of the Town.

**Automobile Liability Insurance**

Bodily Injury and Property Damage, coverage for the Vendor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Vendor's equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Vendor:

Combined Single Limit	\$1,000,000
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**See Section 2.1(b) above for *additional insured* requirements applicable to Automobile Liability insurance.**

**Excess Liability and/or Umbrella Liability** applicable to Commercial General and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Vendor:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

**See Section 2.1(b) above for *additional insured* requirements applicable to the Excess Liability and/or Umbrella Liability insurance.**

**Professional Liability** - *IF* the Vendor's work involves rendering professional services, the Vendor shall provide Professional Liability coverage for the Vendor's errors, omissions, and negligent acts arising from the performance of the Vendor's services under this contract. Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Vendor:

Each Occurrence/Claim	\$1,000,000
Aggregate	\$3,000,000

**Data Breach/Cyber Liability**

Each Occurrence/Claim	\$ 250,000
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**C. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Coverage as required by New York State statutory limits.

**D. NEW YORK DISABILITY (NYDBL)**

Coverage as required by New York State statutory limits.

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