

CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

on behalf of

**the Albany Water Board, the Cities of Cohoes, Rensselaer, Troy, and Watervliet,
and the Village of Green Island**

REQUEST FOR PROPOSALS

**ALBANY POOL COMMUNITIES GREEN INFRASTRUCTURE STORMWATER IN-LIEU FEES AND
STORMWATER RETENTION CREDIT BANKING FEASIBILITY STUDY
COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN
RFP# 2015-002**

BACKGROUND:

In 2007, the Albany Water Board, cities of Cohoes, Rensselaer, Troy and Watervliet and the Village of Green Island (the Albany Pool Communities, or APCs) joined in a comprehensive intermunicipal venture, led by the Capital District Regional Planning Commission (CDRPC) to develop a Phase I Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP, or Plan).

The APCs collectively own and operate 92 CSOs that discharge to the Hudson and Mohawk Rivers and their tributaries. Each of the APC's contribute combined sewage flow to a wastewater treatment plant owned and operated by either the Albany County Sewer District or the Rensselaer County Sewer District. While not directly responsible for addressing the CSO discharges, sewer district facilities can impact conveyance and treatment of peak wet weather flows. As a result, the sewer districts are connected to the CSO program through their SPDES permits and have actively cooperated with the APCs in the development of a LTCP for the abatement of CSOs. The Plan recommends continuing the intermunicipal venture utilizing the Demonstrative Approach to CSO abatement, with an estimated cost of \$136 million, and a Post Construction Monitoring Program, to be completed over a 15 year timeframe. All background documents, study reports and the draft LTCP are available on CDRPC's website at:

<http://www.cdrpc.org/>

Included in the Long Term Control Plan are several Green Infrastructure projects and programs. Two of these programs are detailed below:

Stormwater In-Lieu Fees: An in-lieu-fee (ILF) approach for stormwater management occurs in circumstances where a permittee provides funds to an ILF sponsor instead of completing specific stormwater mitigation onsite. In general, a public entity, or entity designated by the public office would act as an aggregator to develop stormwater retention projects on public or private lands and receive payment from entities who cannot meet stormwater retention regulations with onsite mitigation. This model may also be able to support stormwater credits being offered to developers as a means to incentivize investment of private funds within designated priority areas/zones for redevelopment.

Stormwater Retention Credit Banking: Market based solution similar to wetland mitigation banking systems. Under this model, private property owners install stormwater best management practices on private lands and sell excess retention credits to permitted entities.

The preliminary budget for the Green Infrastructure Stormwater In-Lieu Fees and Stormwater Retention Credit Banking Feasibility Study project is \$75,000.

SECTION 1: PURPOSE

Through this Request for Proposal (“RFP”), the Capital District Regional Planning Commission (“CDRPC”) is seeking Proposals for “Proposals and Proposed Fees for Consulting Services” for the implementation of the Combined Sewer Overflow Long Term Control Plan projects “Stormwater In-Lieu Fees” and “Stormwater Retention Credit Banking” on behalf of the Albany Pool Communities. The selected firm will serve as a contractor to the Pool through the program administered by CDRPC.

The Albany Water Board has been awarded a \$50,000 grant from the NYSDEC Hudson River Estuary program. CDRPC is issuing the RFP on behalf of the Water Board, and the Albany Pool Communities CSO LTCP. The Water Board and a committee of representatives from the Albany Pool will review the RFP proposals.

RFP responses should address the both the **Stormwater In-Lieu Fees** and **Stormwater Retention Credit Banking**. CDRPC and the APCs will not portion out separate awards for portions the RFP.

During the period in which the Stormwater In-Lieu Fees and Stormwater Retention Credit Banking studies are underway, a soon-to-be selected consultant, under the direction of CDRPC and Albany Pool consultant team, will be conducting a separately administered Green Infrastructure Code Audit and follow-up Survey for the Pool Communities.

SECTION 2: RECEIPT OF APPLICATIONS

- 2.1 Four (4) copies of the Proposal, proposed fees, and other required documents must be submitted, sealed in an opaque envelope. The envelope shall be clearly marked with the name and number of the RFP and the name and address of the Applicant. Proposals shall be sent to the following address:
Martin Daley
Project Director
Capital District Regional Planning Commission
One Park Place, Suite 102
Albany, NY 12205
- 2.2 In addition to the four hard copy submissions responses, an electronic copy of the proposal, proposed fees, and other required documents must be submitted electronically either via compact disc or email to MDaley@cdrpc.org.

- 2.3 Electronic and paper proposals must be received no later than 4:00pm on **Friday, November 20, 2015**
- 2.4 The Proposal submitted by the individual Applicant(s) is the document upon which CDRPC and the APCs will make their initial judgment regarding the Applicant's Proposal, understanding of the LTCP's scope and objectives, methodology and ability to complete services under the contract. Proposal will then be examined and evaluated by CDRPC, the APCs, Albany County Sewer District and Rensselaer County Sewer District. During the evaluation of Proposal, members of the Pool Communities, through CDRPC or the Albany Water Board may require clarification of information or may invite applicants to an oral presentation to amplify and validate Proposal contents.
- 2.5 Those submitting Proposals do so entirely at their own expense. There is no express or implied obligation by CDRPC to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by CDRPC, or for participating in any selection interviews.
- 2.6 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.7 CDRPC reserves the right to reject any and all Proposal, in whole or in part, submitted in response to its RFP. CDRPC also reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposal.
- 2.8 CDRPC may, at any time by written notification to all known applicants and by posting on CDRPC's website, change any portion of the RFP described and detailed herein.
- 2.9 CDRPC reserves the right to select separate firms to implement portions of the program, however CDRPC and the review team will give preference to proposals that encompass both tasks of the RFP.

SECTION 3: PROPOSAL OF PROPOSER

Provide a statement of applicant Proposal including:

- 3.1 Provide the name, a brief history and description of your firm and any subcontractors to be utilized in the project

- 3.2 Identify each professional staff members who will be involved in the project, the experience each possesses, the tasks that each will be involved with and the location of the office from which each will conduct project work.
- 3.2 A total proposed price and an hourly rate for all professional staff members who will be involved in the project are both required with the submission. The cost proposal should clearly illustrate the staff person assigned to each task, the estimated hours each staff person will spend on each task, hourly rates, and the sum total of hours and costs per task.
- 3.3 Name and title of person(s) authorized to bind the applicant, together with the main office address and telephone number (including area code).
- 3.4 All engineers and attorneys to be assigned to the engagement must be licensed to practice in the State of New York.
- 3.5 For each contractor and subcontractor, provide the names of three (3) references with a preference from recent Green Infrastructure programs, including contact names, addresses and telephone numbers. For each reference, please identify the type of project.
- 3.6 Provide any additional information that would distinguish your firm in its service to the Albany Pool Communities.
- 3.7 In addition, CDRPC may make such investigations it deems necessary to determine the ability of the applicant to perform the work. The applicant shall furnish to CDRPC, within five (5) days of a request, all such information and data for this purpose as may be requested. CDRPC reserves the right to reject any Proposal if the information submitted by, or investigation of, such applicant fails to satisfy CDRPC that the applicant is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposal will not be accepted.

SECTION 4. SCOPE OF SERVICES:

- 4.1 The Albany Pool Communities have developed a preferred scope of services below, however, the APCs eagerly encourage proposers to suggest and offer have additional ideas to accomplish these two tasks.
- 4.2 Stormwater In-Lieu Fees
 - A) Research ILFs employed by other communities
 - B) Determine whether communities have the regulatory authority to implement a fee and manage an ILF program.

C) Determine the scope of the Fee and ILF program and the steps necessary to establish the program.

D) Analyze regional and local capacity to administer a Stormwater ILF program.

E) Identify barriers to implementation and administration of the ILF program.

F) Propose strategies to overcome barriers and constraints.

E) Determine what steps, if necessary, would be required for the municipalities and/or counties to manage an ILF program.

4.3 Stormwater Retention Credit Banking

A) Determine whether communities have the regulatory authority to implement a fee and manage a Credit Program.

B) Identify areas under development pressure and areas not likely to experience development.

C) Provide a general assessment of soils and topography to determine areas with high GI value and low GI value.

D) Compare development demand, and topographic data, determine where the “cap and trade” ILF program may work.

E) Develop a financial assessment of ILF costs and fee calculations, or off-Site Credits.

F) Identify barriers to implementation and administration of the Credit program.

G) Propose strategies to overcome barriers and constraints

H) Determine what steps, if necessary, would be required for the municipalities and/or counties to manage a credit program.

SECTION 5: TERM OF CONTRACT:

5.1 The successful Proposer shall execute a contract with the City of Albany Water Board in substantial conformance with this RFP.

5.2 The six Albany Pool Communities are bound to carry out the Green Infrastructure Banking and Credit by the Pool Communities’ Order on Consent. Not completing

these tasks on time, or failing to work together to develop these plans, could result in a significant judgment and fines against the communities by the DEC as per the Order on Consent. Thus the final report on the Stormwater In-Lieu Fees and Stormwater Retention Credit Banking Feasibility Study must be completed for delivery to NYSDEC on or before **August 1, 2017**.

SECTION 6: COST PROPOSAL:

- 6.2 All Proposals **must include** a statement of your firm's usual and customary hourly billing rates for each of the staff who would be assigned to this engagement and any other category for which hourly fees would be charged under the contract.

SECTION 7: PROPOSAL SUBMISSIONS:

- 7.1 In order for CDRPC and the Pool communities to conduct a uniform review process of all Proposals, Proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a Proposal because adherence to this format is critical for the evaluation process. Please include a cover letter containing a brief history and description of your firm; including identification of partners, principals and associates.

PART I: Proposal Form

The Proposal Form Cover Sheet can be found at the end of this RFP.

Table of Contents – The Table of contents must indicate the material included in the Proposal by part and page number.

PART II: Qualification / Experience

The Qualification / Experience section must address the applicant's Proposal and experience to carry out the requested service, inclusive of, but not limited to:

- A) Proposal to do business in NYS.
- B) Your firm's experience with Green Infrastructure

Resumes – Resumes of professional staff members who will be involved in the engagement must be included in this section. Please identify the location of the office from which each works.

Contract Authorization – Give the name and title of the person(s) authorized to bind the firm to a contract with the Albany Water Board. Please state that the Proposal provided by your firm shall constitute an irrevocable offer for a period of ninety (90) days after the opening of Proposal.

PART III: References

The References section must include references from similar type projects. Provide the names of three (3) references. References should include contact name, title, addresses and phone numbers.

PART IV: Plan Implementation

The Plan Implementation Section should address the manner in which the proposer plans to provide the services set forth in the Scope of Services, section 4 hereof.

PART V: Cost Proposal

The Cost Proposal Section must include all fees to be charged by proposer for the requested services, as detailed in Section 7 hereof. See Section 2 above for instructions on submitting the Cost Proposal.

PART VI: MWBE Policy

The Albany Water Board has been notified of their award by New York State Department of Environmental Conservation's Estuary Program to fund this effort. Pursuant to New York State Executive Law Article 15-A, the DEC has an obligation promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DEC contracts. DEC has established an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

- A) By submitting a bid or Proposal, the contractor shall submit a MWBE Utilization Plan with their Proposal. This form can be found on the DEC [MWBE website, http://www.dec.ny.gov/docs/administration_pdf/up.pdf](http://www.dec.ny.gov/docs/administration_pdf/up.pdf) . Respondents should include the full Utilization Form (Both A and Form B) with their submission. Form B should list all of the participating work force to be utilized on the contract, regardless of firm and whether the firm is an MBE or WBE.

- B) Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract.

- C) Contractors shall attempt to meet the following workforce goals for this project:
 - o 10% of the total workforce should be minorities.
 - o 10% of the total workforce should be women.

- D) The APCs encourage respondents to meet both the 30% MWBE and 10% MWBE workforce goals for the project. The MWBE Workplan Form B is requested so the respondent is able to document, if necessary, 10% minority and 10% women workforce goals.

- D) Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

SECTION 8: PROPOSAL EVALUATION

- 8.1 The Proposal will remain valid until the execution of a contract by CDRPC, unless otherwise rejected consistent with this RFP.

- 8.2 The Proposal will be evaluated by a committee with representation from CDRPC, the Albany Pool Communities and the Albany and Rensselaer County Sewer Districts. Proposal shall be evaluated with emphasis placed upon: prior experience with similar projects, client references and hourly rates.

- 8.3 Proposal will be examined and evaluated by CDRPC, the Albany CSO Pool Communities’ Corporation representatives, the Albany County Sewer District and the Rensselaer County Sewer District to determine whether the requirements of this RFP are met and to make a recommendation to CDRPC for a contract award.

- 8.4 Proposals will be evaluated as follows:

Scoring Criteria	Weight
Proposer’s comprehension of the required work, including approach – Scope of Services	30%
Professional Qualifications and Prior experience in similar projects including designated project team	25%

Total proposed price (With evaluation of the hourly rate and total fee)	20%
Proposer's demonstrated capabilities (equipment, financial solvency, location)	10%
Client References	5%
Staffing – (Evaluation of Employees' Resumes)	10%

8.5 A notice of contract award shall not be binding upon CDRPC until the contract has been fully executed by both parties.

SECTION 9: ALTERNATIVES

9.1 The applicant 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.

SECTION 10: INDEMNIFICATION

10.1 The successful applicant shall defend, indemnify and save harmless CDRPC, 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 applicant, its employees or agents to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 11: SPECIFICATION CLARIFICATION

11.1 All inquiries with respect to this Request for Proposal must be directed to:

Martin Daley
Project Director
Capital District Regional Planning Commission
One Park Place, Suite 102
Albany, NY 12205
Tel: (518) 453-0850
Fax: (518) 453-0856
E-mail: Martin@cdrpc.org

11.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda e-mailed, mailed or delivered to all parties recorded as having received the RFP documents. Addenda will also be posted on CDRPC's website. Questions received less than four working (4) days prior to the date of submission of Proposal will not

be answered. The Albany Water Board will be bound only by responses given by formal written Addenda.

- 11.3 Other than the contact person identified in the Proposal, or their designee, prospective applicants shall not approach CDRPC, Albany Pool Community, or Sewer District employees during the period of this RFP process about any matters related to this RFP or any Proposals submitted pursuant thereto.

SECTION 12: MODIFICATION AND WITHDRAWAL OF PROPOSAL

- 12.1 Proposal may be modified or withdrawn at any time prior to the opening of the Proposal by an appropriate document duly executed (in the manner that Proposal must be executed) and delivered to the place where the Proposal are to be submitted.
- 12.2 If within twenty-four (24) hours after the Proposal are opened, any applicant files a duly signed written notice with the Albany Water Board and promptly thereafter demonstrates to the reasonable satisfaction of Albany Water Board that there was a material and substantial mistake in the preparation of its Proposal, that applicant may withdraw its Proposal. Thereafter, that applicant will be disqualified from making a further or additional application for the work contemplated by this RFP.
- 12.3 Each Proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, Proposal may be withdrawn if the applicant does so in writing directed to Commissioner of the Albany Water Board; otherwise, Proposal remain in effect consistent with the terms of this RFP.

SECTION 13: INSURANCE AND SECURITY REQUIREMENTS

- 13.1 The successful applicant 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) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile and for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership or use of any automobile.

- C) **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

- D) **Errors and Omissions Insurance:** A policy or policies with limits not less than \$1,000,000.

13.2 Each policy of insurance required shall be of form and content satisfactory to the Albany Water Board:

- A) The Albany Water Board shall be named as an additional insured on all liability and errors and omissions policies.
- B) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to the Albany Water Board. It shall be automatically renewed upon expiration and continued in force unless the Albany Water Board is given at least thirty (30) days written notice to the contrary.

13.3 No work shall be commenced under the contract until the successful applicant has delivered to the Albany Water Board proof of issuance of all policies of insurance required by the Contract to be procured by the successful applicant. If at any time, any of said policies shall expire or become unsatisfactory to CDRPC, the successful applicant shall promptly obtain a new policy and submit proof of insurance of the same to the Albany Water Board for approval. Upon failure of the successful applicant to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of Albany Water Board, be forthwith declared suspended, discontinued or terminated. Failure of the successful applicant to procure and maintain any required insurance, shall not relieve the successful applicant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful applicant concerning indemnification.

SECTION 14: REMEDY FOR BREACH

14.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the Albany Water Board all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Albany Water Board to procure a substitute contractor to satisfactorily complete the contract work, together with the Albany Water Board own costs incurred in procuring a substitute contractor.

SECTION 15: INTERPRETATION

- 15.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or agreement (between the Albany Water Board and the successful applicant) and its incorporated documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's Proposal.

SECTION 16: NON APPROPRIATIONS CLAUSE

- 16.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Albany Water Board for payment under this Agreement. The Albany Water Board will immediately notify the Contractor of such occurrence and this Agreement shall terminate upon the exhaustion of appropriated funds without penalty or expense to the Albany Water Board of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ACKNOWLEDGMENT BY SUBMITTER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2015, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2015, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2015, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

PROPOSAL FORM COVER SHEET

PROPSOAL IDENTIFICATION:

Title: **ALBANY POOL COMMUNITIES GREEN INFRASTRUCTURE STORMWATER IN-LIEU FEES AND STORMWATER RETENTION CREDIT BANKING FEASIBILITY STUDY COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN**

RFP Number: **2015-002**

Communication concerning this Proposal shall be addressed to:

Phone: _____ Email: _____

PROPOSAL SUBMITTED TO:

Martin Daley
Project Director
Capital District Regional Planning Commission
One Park Place, Suite 102
Albany, NY 12205

1. The undersigned applicant proposes and agrees, if this Proposal is accepted, to enter into a contract with the Albany Water Board to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Proposal and in accordance with the contract documents.
2. Applicant accepts all of the terms and conditions of the Instructions to applicants. This Proposals may remain open for ninety (90) days after the day of Proposal opening. Applicant will sign the contract and submit any other documents required by the contract documents within fifteen (15) days after receipt of the contract.
3. The following documents are attached to and made a condition of this Proposals:
 - a) Cost Proposal
 - b) Acknowledgement by Applicant
 - c) MWBE Requirements

Applicant Name: _____

Date: _____

Applicant Signature: _____