

# **REQUEST FOR EXPRESSION OF INTEREST**

## **Land Use Planning Consultant Services for Zoning and Land Use Code Development**

**Issued by: Town and Village of Tupper Lake**

**June 2017**

### **Introduction**

The Town and Village of Tupper Lake propose to engage the services of a land use planning consultant to guide the community through a comprehensive review of its Joint Land Use Code and subdivision regulations to ensure compatibility with Tupper Lake's 2013 Revitalization Strategy and bring the existing codes and regulations up to the most current standards. The consultant will also assist the community in review of previously adopted design guidelines and consideration of adoption of design standards to advance the community's revitalization goals.

Ensuring that the existing Joint Land Use Code and subdivision regulations support Tupper Lake's efforts to achieve its vision and goals is an essential step in its tourism destination development efforts.

This project will be funded by Local Waterfront Revitalization Program grant award from the Department of State. \$40,000 in funding is available for completion of the project, described in the scope of work that follows.

### **Scope of Work**

#### **Task 1: Review of Existing Land Use Code**

The Contractor or its consultant(s), in consultation with the Project Advisory Committee and the Department, shall review the existing joint town/village land use code and subdivision regulations to ensure that it is consistent with and advances the goals expressed in the 2013 Revitalization Strategy.

The Contractor or its consultant(s) shall prepare a draft assessment of the land use code and subdivision regulations and recommendations for potential revisions to the

Department for review and approval, and shall incorporate the Department's comments into the final recommendations.

Products: Draft and final recommendations for revisions to the land use code and subdivision regulations submitted to the Department for review and approval

### **Task 2: Public Information Meeting**

The contractor or its consultant(s) shall conduct a public information meeting to solicit input on the existing land use code as well as potential revisions to the code. The public information meeting will be publicized in the community through press releases, announcements, individual mailings, and any other appropriate means. Potential meeting dates shall be discussed with the Department and notification of the Department shall occur at least two weeks prior to any meeting or workshop.

Product: Minutes of the public information meeting submitted to the Department for review and approval.

### **Task 3: Draft Revised Land Use Code**

The Contractor or its consultant(s) shall prepare the draft revised land use code including, but not limited to, new or revised zoning, subdivision regulations, site plan review, and other local laws as needed to advance the goals expressed in the 2013 Revitalization Strategy. The draft land use code shall be provided to the Department for review and approval.

Products: Draft land use code submitted to the Department for review and approval.

### **Task 4: Review by Town and Village Boards**

The Contractor or its consultant(s) shall submit the draft land use code to the Town and Village Boards for their review and recommendations. Comments received from the Boards shall be submitted to the Department for review.

Products: Draft land use code submitted to the Town and Village Boards.  
Board comments submitted to the Department for review.

### **Task 5: Public Information Meeting**

The contractor or its consultant(s) shall conduct a public information meeting to solicit comments on the draft land use code and subdivision regulations. The public information meeting will be publicized in the community through press releases, announcements, individual mailings, and any other appropriate means. Potential meeting dates shall be

discussed with the Department and notification of the Department shall occur at least two weeks prior to any meeting or workshop.

Product: Minutes of the public information meeting submitted to the Department for review and approval.

### **Task 6: SEQR Compliance**

The contractor and its consultant(s) shall prepare any materials necessary for compliance with the State Environmental Quality Review Act (SEQR), 6 NYCRR Part 617 through the Determination of Significance. Copies of all SEQR documents shall be submitted to the Department for review.

Products: SEQR documents prepared and submitted to the Department for review.

### **Task 7: Final Land Use Code**

The contractor or its consultant(s) shall prepare the final land use code which incorporates comments received from the public and interested agencies, the Town boards, and the Department.

Products: Final land use code submitted to the Department for review and approval.

## **Administrative Aspects**

### **Project Management:**

The consultant selection process will be coordinated by Melissa McManus, Director of Community Development, on behalf of the Town of Tupper Lake. Melissa McManus will serve as the point of contact for expressions of interest and follow up questions.

Her contact information is:

Melissa McManus  
Director of Community Development  
[tupperlakecommunitydevelopment@gmail.com](mailto:tupperlakecommunitydevelopment@gmail.com)

The project will be coordinated by Town of Tupper Lake Zoning Enforcement Officer Paul O'Leary, on behalf of a local Project Advisory Committee, with oversight by the Director of Community Development and the Department of State Project Manager.

## **Project Advisory Committees**

All deliverables to be reviewed at Project Advisory Committee meetings must be received by committee members at least one week prior to the meeting. The consultant will be responsible for distributing digital copies of deliverables to community representatives, the Project Advisory Committee and Department of State via email. If files are too large for email, the consultant will be responsible for providing hardcopies one week prior to the meeting.

## **Consultant Contract Requirements**

In addition to requirements detailed in this REI, respondents should be aware that the following clauses will be required in the consulting agreement:

This agreement may be terminated by either party at any time without cause to be effected by 10 days written notification.

The consultant shall comply with all applicable terms and conditions contained in the Agreement between the Town of Potsdam and the Department of State contract C1000547. In the event of a conflict between this agreement and the State assistance agreement, the terms of the State assistance agreement shall control.

## **Grant Requirements**

This project will be financed through a Department of State grant award. All documents produced as part of this project must appropriately acknowledge this grant funding as follows:

*“This document was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund.”*

The Department of State is an Equal Employment Opportunity employer. Successful respondents will be required to agree to comply with the Federal Equal Employment Opportunity Act.

The Department of State has established 20% Minority and Women’s Owned Business Enterprises goals for this grant. The Town of Tupper Lake’s MOU with the Village of Potsdam requires that at least \$18,000.00 worth of professional services must be secured or purchased from NYS certified Minority and Woman-Owned Business Enterprises.

## **Insurance Requirements**

Please see attached Appendix A for insurance requirements.

## **Deliverables**

Respondents should be aware that this project is a collaborative effort between the Town and Village of Tupper Lake, the local Project Advisory Committee, the Department of State, and the consultant. Initial submittals of all project deliverables should be considered as draft product, to be reviewed by the community and the Department of State, with proposed changes suggested by the community and Department of State to be incorporated in the final product.

The consultant should plan on submitting the following to the community over the course of the project:

- Digital copies of all draft deliverables, for email distribution to the Project Advisory Committee for their review;
- Digital copies on CD of any draft deliverables too large to email for distribution to the Project Advisory Committee;
- Seven copies of all final written reports and supporting graphics, final design documents, and other printed materials, in Adobe Acrobat (.pdf) format;
- Print-ready original and electronic files in Microsoft Word or other software agreed to by the community and the Department of State. This includes digital files of any maps or plans produced during the product, which must be conveyed in original design software.

**The community and the Department of State will assume ownership of all materials, studies, graphics etc.**

The contributions of the Department of State must also be acknowledged in community press releases issued for the project. Project press releases shall be submitted to the Department of State for review and approval prior to release to ensure appropriate attribution.

## **Submission Instructions**

Offerors may be firms, qualified individuals, or consultant teams. Responses to this REI must include all of the following elements (the Letter of Interest is supplemented by the additional material).

1. ***A letter of interest*** (no more than three pages) that demonstrates the offeror has a clear understanding of the issues associated with this project and communicates the offeror's ability to complete the scope of work as required.

There is no need to repeat the required scope of work in the letter of interest. Any exceptions to this agreement must be clearly identified in the respondent's letter of interest.

2. ***A project budget, with a lump sum, not to exceed price proposal for each project component, broken down by project task, including all costs anticipated.***

Hours and hourly wages by task should be included for all personnel. This should be completed for both the lead consultant and any sub-consultants, if they are utilized for the project. The Department of State and Town of Tupper Lake have budgeted \$40,000 for consultant services for this project. This should be considered the maximum amount for the contract. In addition, a ***project schedule*** should also be provided.

3. ***A management plan identifying the consultant personnel*** who will be working on the project ***including resumes***. The project manager should be clearly identified. If a team of firms is responding to this REI, please include the resumes of the personnel working on the project for the lead firm as well as all sub-consultant firms. Please ensure that the titles of the identified personnel match those on the resumes and in the price proposal described above in Number 2. Failure to properly identify personnel significantly reduces the credibility of the proposal.
4. ***Examples of relevant previous work*** that demonstrate that key personnel identified in the management plan have the experience and inter-personal skills to perform the required tasks. A one to two page summary of comparable projects should be included, along with examples of completed work assignments and comparable projects that demonstrate the experience and ability of the personnel assigned to the project. Stressing experience in unrelated activities is not encouraged and may leave the impression that the offeror does not correctly grasp the project's scope. Reference contact information is required.
5. ***Statement of respondent's effort to comply with the State's MBE and WBE goals.***

## **Submission Deadline**

**Statements of qualifications are due at the close of business (4:00 PM eastern time) on July 14th.**

**Responses must be returned by email in pdf format, divided into 2 or more pdfs, as described below, with the total of all files not to exceed 10 megabytes:**

- First pdf: Project letter of interest, management plan and resumes, summary of previous relevant work, proposed budget, and project schedule.
- Second pdf: Examples of previous relevant work.

### **Responses must be sent to:**

Melissa McManus, Director of Community Development at [tupperlakecommunitydevelopment@gmail.com](mailto:tupperlakecommunitydevelopment@gmail.com)

Ms. McManus will send an email confirmation of all documents received.

**Please note:** Presentations will be required of qualified finalists. It is anticipated that interviews/presentations will be held between 3:00 pm and 7:00 pm on Wednesday, July 26th. Respondents are requested to hold that time period open pending notification of finalist status.

## **Submission Evaluation**

A qualified offeror will be selected based on the following criteria:

1. Relevant experience and successful past performance by the respondent on similar projects.
2. Experience of qualified personnel assigned to the project (number of hours by key personnel will be an important consideration).
3. Responsiveness to the REI and understanding of the scope of work.
4. Ability to meet the desired schedule.
5. Amount of work indicated to be accomplished within the budgeted amount for the project (if the respondent proposes adjustments to the scope of work outlined in this REI).
6. Extent of participation by MBE/WBE firms.
7. Project budget.

## Conditions Governing Responses

Only those proposals which contain complete information and are responsive to the REI will be considered. The Department of State reserves the right to:

- Accept or reject any or all submissions associated with this work;
- Request qualified respondents to consider contracting for only certain elements of the project or to consider partnering with other qualified offerors;
- Require respondents to clarify aspects of their understanding of and approach to the project in person or by telephone;
- Waive or modify minor irregularities in proposals received;
- Negotiate with respondents, to best serve the interests of the Department of State;
- Amend specifications after their release, with due notice given to all respondents to modify their responses to reflect changed specifications;
- Consider every response as firm and not revocable for a period of sixty (60) days unless withdrawn in writing or unless otherwise specified in the solicitation;
- Award a contract for any or all parts of a respondent team including award of specific project components to individual team members and to negotiate with the successful respondent(s).
- Change the date for presentations by qualified finalists, if necessary.

By submitting a statement of qualifications, the respondent agrees that it will not make any claim for or have any right to damages because of any lack of information or misinterpretation of the information provided in the response.

If respondent provides material(s) of a confidential nature not for disclosure to third parties, the respondent should clearly indicate the specific material(s) it considers confidential. Subject to the provisions of FOIL and any other applicable laws, the Department of State may agree to maintain confidentiality of such material(s) if requested. The Department of State assumes no responsibility for any loss or damage resulting out of any determination requiring disclosure of information pursuant to FOIL.

**Note:** The New York State Department of State must approve all consultants and sub-consultants. The consultant must comply with all applicable terms and provisions in the Contract between the Village of Potsdam New York State Department of State (C1000547), including all appendices. A copy of the contract is available upon request.



## **Presentation by Respondents**

Presentations will be required to provide an opportunity to obtain an understanding of:

- The extent of the respondent's depth of knowledge of the subject matter of the REI;
- Whether the methods and resources that will be used by the respondent in performing services to achieve the project goals and objectives are appropriate, and cost effective;
- The respondent's ability to draw together specialists and professionals with the necessary skills and experience to contribute to the overall project;
- The primary features and benefits of their statement of qualifications;
- The public presentation skills of the respondents.

Presentation format is left to the discretion of the proposers. Presentations will be limited to a one hour period, which includes questions. All key managerial personnel, as well as key personnel working on the project, must be in attendance at the presentation.

## **Notification of Award**

The successful respondent will be notified by phone, followed by written confirmation. Each respondent whose statement of qualifications is not accepted will be notified in writing.

The Department of State will authorize the award of a contract to the successful respondent. In the event that a contract cannot be finalized within thirty (30) days of the award, the Department of State reserves the right to enter into negotiations with another respondent.

## **Inquiries**

All inquiries should be made in writing and must cite the REI section in question. Inquiries should be directed to:

Melissa McManus  
Director of Community Development  
[tupperlakecommunitydevelopment@gmail.com](mailto:tupperlakecommunitydevelopment@gmail.com)

Barbara Kendall  
DOS Office of Planning and Development Project Manager  
99 Washington Avenue, Albany, NY 12231  
(518) 473-8928  
[barbara.kendall@dos.ny.gov](mailto:barbara.kendall@dos.ny.gov)

## **Liability**

The Department of State is not liable for any costs incurred by any individual or firm for work performed to prepare its statement of qualifications or for any travel and or other expenses incurred in the preparation and/or submission of its response or participation in subsequent interviews or presentations. Further, the Department of State is not liable for any costs incurred prior to approval of the contract.

# Appendix A

## Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self-insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

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

8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.

a. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.

b. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

c. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.

d. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.