

# TOWN OF OYSTER BAY

Department of Public Works  
Division of Engineering  
Nassau County, New York

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REQUEST FOR PROPOSALS  
FOR  
CONSULTANT SERVICES

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SOLICITATION NO. 2017-22

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**NOTES:**

- 1. ISSUANCE DATE: Thursday, November 9, 2017
  - 2. **THIS RESPONSE IS DUE BY: Wednesday, November 29, 2017, 3:00PM**
  - 3. COPIES TO SUBMIT: Four (4) Hardcopies + One (1) Electronic Copy
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ON-CALL ENGINEERING SERVICES RELATIVE TO:  
**AIR MONITORING FOR THE OLD BETHPAGE LANDFILL**

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**PLEASE NOTE REVISED DUE DATE**

**REQUEST FOR PROPOSALS**

**TABLE OF CONTENTS**

	Page
Authorized Contact Person.....	3
Introduction.....	3
Form of Proposal.....	3
Qualification Based Selection Process.....	3
Criteria for Evaluation.....	3
Use of Sub-consultants, Certified Outside Laboratories and Other Subordinate Entities.....	4
Familiarization with Current Programs, Facilities and Documents.....	4
Payments and Claims.....	4
Scope of Services.....	5
Attachment Number 1 (Format of Proposal).....	7
Attachment Number 2 (Special Requirements and Modifications).....	8
Attachment Number 3 (Disclosure Affidavits).....	9

**AUTHORIZED CONTACT PERSON:** Prospective firms are advised that the authorized Town of Oyster Bay contact person for all matters concerning this RFP is:

Matthew Russo, P.E., Engineering Division Head  
Town of Oyster Bay Department of Public Works  
150 Miller Place  
Syosset, New York 11791  
Telephone: (516) 677-5719  
Fax: (516) 677-5940

**INTRODUCTION:** In accordance with the Town of Oyster Bay's qualification based consultant procurement policy, the Division of Engineering of the Town of Oyster Bay Department of Public Works (hereinafter referred to as "the Town") is seeking proposals from qualified professional consulting firms for various consulting services to be performed on an On-Call basis for the calendar years 2018-2019.

**FORM OF PROPOSAL:** Firms must submit four (4) hardcopies and one (1) electronic copy of each technical proposal with additional relevant information. Proposals should be organized as described in Attachment No. 1 herein.

**QUALIFICATION BASED SELECTION PROCESS:** The Town, after receipt and review of responses to this RFP, reserves the right to reject all proposals based upon the information provided by the firm in their proposals and based upon subsequent negotiations between the Town and the firm. The review process of the RFPs submitted is based on the qualifications of the firm for the nature of that project. The selection of the firm will be in accordance with the Town of Oyster Bay Procurement Policy procedures, and based upon a Qualification Based Selection (QBS) process. The Town also reserves the right to subdivide individual items and award one or more portions to one firm and other portions to one or more other firms.

**CRITERIA FOR EVALUATION:** The criteria to be used by the Town in evaluating these proposals shall be the following:

- The experience of the firm in assignments of similar size, scope and complexity
- Special knowledge relevant to the project
- Special equipment or facilities relevant to the project
- The size, staffing, resources and financial capability of the firm.

- The firm's knowledge and experience with Town facility(ies) and programs involved in the assignment.
- The firm's past performance with the Town
- Time constraints and deliverability service; and
- The firm's current workload, current workload remaining, workload remaining from prior years and total workload remaining with the Town.

It is further expressly acknowledged that the quality of the services to be rendered is of paramount importance to the Town.

**USE OF SUBCONSULTANTS, CERTIFIED OUTSIDE LABORATORIES AND OTHER SUBORDINATE**

**ENTITIES:** Prospective firms are advised that the Town will entertain proposals that include the use of sub-consultants, certified outside laboratories and/or other subordinate entities. In such event, the proposal must clearly state the extent and nature of the work proposed to be delegated to the sub-consultant, laboratory or other entity. Further, if the proposed sub-consultant is an architectural, engineering or surveying firm, the proposal must also be accompanied by a completed and current **Federal Form SF 330 (Part II)** if such form is not already on file with the Town.

**FAMILIARIZATION WITH CURRENT PROGRAMS, FACILITIES AND DOCUMENTS:**

It is the sole responsibility of the prospective firms to familiarize themselves with the Town's current programs, facilities, documents and any other information which is necessary and relevant to the scope of this RFP. Upon sufficient and reasonable advance notice to the contact person named above, arrangements may be made to visit and inspect any involved Town facilities and/or to view applicable documents. Any and all costs borne by the prospective proposer in familiarizing themselves with the above are to be borne solely by the prospective proposer. In the event that the prospective proposer is ultimately awarded a contract pursuant to this RFP, the Town will not allow any claims for payment which include billable time for such familiarization costs, regardless of whether they were incurred prior to or following the submission of the proposer's proposal. The firm is to provide an updated **Federal Form SF 330 (Part II)** with their submission.

**PAYMENTS AND CLAIMS:** Payments to the successful proposer will be made in accordance with the terms of the Town of Oyster Bay Standard Consultant Agreement to be entered into between the firm and the Town.

## **SCOPE OF SERVICES:**

### **Engineering Services relative to Air Monitoring for the Old Bethpage Landfill**

#### **Overview**

In accordance with the terms of its Consent Decree, the Town has properly closed the Old Bethpage Landfill and currently performs several air emissions sampling programs as part of its closure requirements. The Consent Decree mandates that the air testing parameters include a standard list of volatile organic compounds (VOCs) and ammonia, and combustible gases, and that air emissions samples be taken at various locations around the landfill and from the landfill gas collection system. The sampling and analytical protocols approved and then amended by letter to the State must be followed. It is the consultant's responsibility to assure that all data and analysis submitted under this contract conforms strictly to the protocols. The consultant shall prepare a single report documenting the results of the annual monitoring effort, as described below, which shall be submitted to the Town for review and comment. Once reviewed, the consultant shall finalize the report for submission by the Town to the New York State Department of Environmental Conservation. The Town's Consent Decree and the sampling and analytical protocols are available at the Town's offices for inspection.

#### **Anticipated Required Services**

The services to be provided to the Town by the consultant (or by any approved sub-consultants) shall consist of, but not be limited to the following:

#### **Ambient Air and Soil-Gas Quality Testing Program:**

The Town's Consent Decree requires annual ambient air and soil-gas quality tests for the landfill. These tests are conducted using the protocols submitted to and approved by the State. The consultant will be responsible for forecasting persistent wind direction for a 24-hour period to assure downwind and upwind samples are source specific. The consultant will also be responsible for all quality assurance and quality control, including the evaluation and interpretation of laboratory data and comparison of the results to the historical database. The target compound list has been negotiated with the State and is contained in the Consent Decree. Additional compounds have been added to the target compound list as prescribed in the Consent Decree. As part of the sampling program, the consultant shall test for combustible gases at the specified perimeter wells and inside designated structures located within the complex, including the scale house, guard house, RAP building, Town offices, leachate treatment building, transfer station, maintenance garage, the recycling area buildings and the blower station for the thermal oxidizer. The consultant will be responsible for reporting, verifying and analyzing all data collected during each effort and developing a report for submission to the Oversight Consultant. A draft copy of each report will be submitted to the Oversight Consultant for review. If any samples or analytical procedures do not meet the strict protocols established, the consultant will be responsible for repeating the tests at no additional cost to the Town.

The sampling consultant will be responsible for ordering the glassware and resins to be used during the monitoring efforts being conducted. The responsibility will include the certification of the glassware and resins. Only new glassware shall be utilized for the work performed under this contract. The cost of all glassware and condensate sample bottles shall be borne by the laboratory under a separate agreement with the Town. The coordination with the selected analytical laboratory will be the responsibility of this consultant. Should problems arise with the certification of the collection, the analytical results or the reporting format, the resolution is the joint responsibility of this consultant and the laboratory. Should sampling effort not occur according to schedule, this consultant will be responsible for re-certification of the sampling media.

### **Landfill Perimeter Gas Collection System Exhaust Sampling**

Perform sampling to detect the presence of Volatile Organic Compounds within the exhaust of the Old Bethpage Landfill perimeter gas collection system exhaust. This sampling event will be completed as part of the air emissions sampling program as dictated in Consent Decree 83 CIV 5357 with the State of New York for the Old Bethpage Landfill, as currently modified. Sampling shall consist of the use of grab samples by laboratory-prepared 6L SUMMA canisters (or equivalent) with flow controllers. Analysis of samples shall be by EPA Method TO-15. The Air consultant shall measure the current flow rate of exhaust from the stack. This rate shall be used to compute the necessary sampling media flow rate to allow for the sampling media to fill over a 30-minute time period. After the SUMMA canister is opened, the Air consultant shall record the start and finish time of the sampling, the minimum and maximum ambient temperatures during the sampling, and the flow rate measured by the sampling meter. The Air consultant shall conduct four (4) sampling periods during the event.

Throughout the year, the exhaust will be monitored by landfill staff for methane by lower explosive limit on a weekly basis. The consultant will be required to obtain and tabulate the results as part of the annual report to be submitted to the New York State Department of Environmental Conservation.

### **Zero Gas Migration Limitation Survey**

Perform testing along the edge of the landfill liner to assure subsurface gas migration is contained within the limits of the landfill boundary. This will assure, along with the quarterly monitoring survey, onsite and offsite structures are not being impacted by landfill generated combustible gas. This annual survey shall be extended to cover areas between onsite and offsite structures and the landfill, including the buildings identified in the Building Structure Survey such as: the guardhouse, scale house, RAP building, recycling buildings, Town offices and maintenance building, site transfer building and the blower station. The annual survey of the border of the Nassau County Campground will be performed as part of this survey.

**ATTACHMENT NUMBER 1**

**FORMAT OF PROPOSAL**

Proposals should be organized as shown below with tab dividers between sections and should include all the information indicated. Note that elaborate brochures or other presentations beyond those sufficient to present a complete and extensive response to this solicitation are not desired. Four (4) hardcopies and one (1) electronic copy shall be submitted.

**SECTION A. INTRODUCTORY STATEMENT**

**SECTION B. QUALIFICATIONS AND APPROPRIATENESS OF PROPOSED STAFF**

1. Project team.
2. Provide names and resumes of key personnel proposed for this project.

**SECTION C. APPROPRIATENESS AND QUALITY OF PROPOSER'S EXPERIENCE**

1. Please include experience on projects within Long Island including projects with the Town of Oyster Bay.
2. Minimum of five (5) references with contract information (recent, similar projects preferred).

**SECTION D. PROPOSED METHODOLOGY**

Based on the project description and scope of services, the firm should discuss how it would approach and manage the project.

**SECTION E. MANPOWER COSTS**

Provide a schedule with employee wage rates for the contract period.

**SECTION F. WORKLOAD DISCLOSURE**

Provide a chart showing current projects with the Town with remaining workload in dollars and project completion percentage.

**SECTION G. SUPPLEMENTAL INFORMATION**

The firm is to provide a current Federal Form SF 330 with their submission, which will remain on file for a period of one year, per the Town's procurement policies and procedures.

Any additional information relevant to the firm's qualifications for this project may be included at the firm's option.

**SECTION H. DISCLOSURE AFFADAVIT**

The firm is to provide a signed and notarized copy of the appropriate Disclosure Affidavit, provided as Attachment No. 3

## ATTACHMENT NUMBER 2

### SPECIAL REQUIREMENTS AND MODIFICATIONS

Provisions stated under Special Requirements and Modifications shall supersede and take precedence over information provided in the preceding documents and attachments.

1. Firms must provide a Maximum Hourly Wage Rate Schedule listing job classifications. The salary of all employees proposed in the response to this RFP must be within the limits of the schedule and will be subject to the approval of the Commissioner of Public Works.
2. Payment for services shall be negotiated at the time of the task proposal submission by methods outlined in Section V of the Standard Consultant Agreement.
3. When a wage rate-multiplier payment method is utilized, payment will be made on the basis of direct salary times a multiplier of **3.0**. Direct salary shall be actual salary or compensation paid by the consultant to all personnel for the work performed by them directly related to the particular project or projects assigned exclusive of insurances, payroll taxes and all other fringe benefits. In no event (regardless of the maximum wage rate schedule to be provided in accordance with the above) shall the Town pay more than the maximum hourly limit as approved by the Town Board, currently set at **\$175/hour**.
4. The consultant will not discriminate against employees or applicants for employment because of race, creed, color national origin, sex, age, disability or marital status and will undertake or continue existing programs of affirmative action to ensure that group members and women are afforded equal employment opportunities without discrimination. The consultant shall also make reasonable efforts to encourage the participation of Certified Minority- and Women-Owned Business Enterprises as sub-consultants, and retain the documentation of these efforts to be provided upon request of the Town. A listing of contractors can be found at [www.nylovesmwbe.ny.gov](http://www.nylovesmwbe.ny.gov).
5. The consultant shall submit with its proposal a copy of its current Certificate of Authorization pursuant to Section 7210 of the New York Education Law. Consultant shall also submit with its proposal the Certificate(s) of Authorization of any sub-consultant and/or subcontractor who shall perform any professional engineering services under this RFP. Failure to submit copies of said Certificate(s) shall be grounds to reject any proposal and disqualify consultant as not meeting the necessary minimum qualifications to perform the services to be performed herein.
6. Consulting firms shall be properly staffed by licensed Professional Engineers, Land Surveyors and Registered Architects by the New York State Department of Education as required by the Scope of Services. The consultant shall submit a list of licensed Professional Engineers, Land Surveyors and Registered Architects along with their license numbers to allow for proper evaluation by the Town.



**ATTACHMENT NUMBER 3**

**TOWN OF OYSTER BAY DISCLOSURE AFFADAVIT**

**INDIVIDUAL DISCLOSURE AFFIDAVIT**

CONTRACT NO.: \_\_\_\_\_

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_ ) ss.

\_\_\_\_\_, being duly sworn, deposes and says:

1. That I am \_\_\_\_\_(age), and reside at (address) \_\_\_\_\_.

2. That I am a bidder for the contract which is the subject matter of this application and am familiar with all the facts and circumstances hereinafter set forth.

3. That neither deponent nor any other person mentioned in this affidavit is an officer or employee, or is related to an officer or employee of the Town of Oyster Bay – except: (if any, set forth details) \_\_\_\_\_.

4. That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the bidder, or any officer, director or partner, member or employee of the bidder, or legally or beneficially owns or controls one (1) percent or more of the stock of the bidder, or is associated with the bidder in a joint venture, or is a party to an agreement with the bidder, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable aware of such contract – except (if any set forth details – see General Municipal Law Section 809) \_\_\_\_\_.

5. That in the event there is any change in the matters set forth herein prior to the award of the contract, deponent(s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

\_\_\_\_\_  
(signed)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
NOTARY PUBLIC

**CORPORATE DISCLOSURE AFFIDAVIT**

CONTRACT NO. \_\_\_\_\_

STATE OF NEW YORK )

ss.

COUNTY OF )

\_\_\_\_\_, being duly sworn, deposes and says:

1. That I am the (office held) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_ and am fully familiar with all the facts and circumstances hereinafter set forth.
2. That the business address of (name of corporation) \_\_\_\_\_ is (address) \_\_\_\_\_.
3. That said corporation was incorporated under and pursuant to the Law of the State of \_\_\_\_\_.
4. That the following are the names and residences of each officer, director and shareholder: (set forth names, residences and relationship to corporation): \_\_\_\_\_.
5. That the corporate stock of said corporation has not been pledged to any person nor has any agreement been made to pledge the said stock – except (if any, set forth details): \_\_\_\_\_.
6. That neither deponent nor any other person mentioned in this affidavit is an officer or employee, or is related to an officer or employee of the Town of Oyster Bay – except (if any, set forth details): \_\_\_\_\_.
7. That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the bidder, or any officer, director or partner, member or employee of the bidder, or legally or beneficially owns or controls one (1) percent or more of the stock of the bidder, or is associated with the applicant in a joint venture, or is a party to an agreement with the bidder, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the award of such contract – except (if any set forth details – see General Municipal Law Section 809) \_\_\_\_\_.
8. That in the event there is any change in the matters set forth herein prior to the award of the contract, deponent(s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

\_\_\_\_\_  
(signed)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
NOTARY PUBLIC

**PARTNERSHIP DISCLOSURE AFFIDAVIT**

CONTRACT NO. \_\_\_\_\_

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_ ) ss.

\_\_\_\_\_, being duly sworn, deposes and says:

1. That I am a (partner, joint venture, etc.) \_\_\_\_\_ of the (name of partnership) \_\_\_\_\_ and fully familiar with all the facts and circumstances hereinafter set forth.

2. That the (name of partnership) \_\_\_\_\_ was established in (place) \_\_\_\_\_ on (date) \_\_\_\_\_.

3. That the following are the names, addresses and interests, respectively, of all partners (joint venturers, etc.) \_\_\_\_\_.

4. That neither deponent nor any other person mentioned in this affidavit is an officer or employee, or is related to an officer or employee of the Town of Oyster Bay – except: (if any, set forth details) \_\_\_\_\_.

5. That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the bidder, or any officer, director or partner, member or employee of the bidder, or legally or beneficially owns or controls one (1) percent or more of the stock of the bidder, or is associated with the bidder in a joint venture, or is a party to an agreement with the bidder, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable award of such contract – except (if any set forth details – see General Municipal Law Section 809) \_\_\_\_\_.

6. That in the event there is any change in the matters set forth herein prior to the award of the contract, deponent(s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

\_\_\_\_\_  
(signed)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
NOTARY PUBLIC