



Request for Proposals (RFP) for Professional Services for the Development of a 5-Year Implementation Strategy for the Management of Chautauqua Lake and its Watershed, Chautauqua County, New York

Alliance RFP No. RFP-2017-001

Prepared and Issued by:

Chautauqua Lake & Watershed Management Alliance, Inc. (Alliance)
201 West 3rd Street | Suite 115
Jamestown, NY 14701

Issue Date: Wednesday, August 16, 2017

Proposal Submission Deadline: Wednesday, September 27, 2017 at 3:30 PM ET

Deliver by mail or in-person to the address below one (1) signed original, four (4) printed copies, and an electronic copy of your Technical Proposal on USB flashdrive (preferred) or compact disk (CD).

Cost Proposals must be submitted in a separate sealed and labeled envelope in the same number and type indicated above (5 hard-copies and electronic copy).

No facsimile or electronic-only submissions will be accepted.

The Alliance reserves the right to reject any or all proposals.

Submit Proposals to:

Chautauqua Lake & Watershed Management Alliance, Inc.
Attn: Project Manager
201 West 3rd Street | Suite 115
Jamestown, NY 14701

RFP Table of Contents:

Section 1. Introduction and General Instructions

Section 2. Technical Information

- a) Project Overview
- b) Project Scope
- c) Project Timeline
- d) Project Deliverables
- e) Proposal Format and Content

Section 3. Attachments

Please **direct questions in writing to:**

Randall Perry, Alliance Project Manager
rperry@chautauquaalliance.org | tel. (716) 661-8923

1. INTRODUCTION AND GENERAL INSTRUCTIONS

- a) Request for Proposals (RFP) - The services that are required herein are not subject to formal competitive bidding under Section 103 of New York State General Municipal Law.
- b) The purpose of this RFP is to solicit proposals from various candidate organizations and to conduct a fair and extensive evaluation based on the criteria listed herein.
- c) Proposals will be accepted until the time and date stated on the cover sheet. An official agent or representative of the company submitting the proposal must sign at least one original proposal.
- d) Alliance encourages all qualified applicants, including Minority-owned Business Enterprises, Women-owned Business Enterprises, Small business Enterprises and Disadvantaged Business Enterprises, to partake in the solicitation of these and all other services. The successful proposer must be an Equal Opportunity Employer.
- e) Alliance is exempt from all Federal and State taxes.
- f) Insurance:
 - i. Insurance must be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. Contractor shall maintain the kinds and amounts of insurance deemed appropriate by the Alliance for the type of work to be performed under this Agreement. The types of policies to be held by Contractor shall generally include the following (case-by-case exceptions may be made at the discretion of Alliance):
 - A policy or policies providing protection for employees of the Contractor in the event of job-related injuries, generally referred to as “Worker’s Compensation Insurance”; Automobile Liability Insurance; Commercial General Liability Insurance; Excess Liability Insurance Umbrella Form; and Professional Liability Insurance, including errors and omissions.
 - ii. Please attach your updated certificates of insurance along with your proposal. You may also e-mail certificates to rperry@chautauquaalliance.org. Failure to supply up-to-date certificates of insurance may be cause for the Alliance to declare a proposal non-responsive, with the result that the award may go to the next highest ranked proposal.
 - iii. Additional information regarding minimum insurance requirements is attached along with a sample copy of the contract or agreement of service with terms and conditions.
- g) Project Staff & Subcontractors:
 - i. The principal personnel assigned to the project by the successful proposer shall be approved by the Alliance. The Alliance must approve any subsequent personnel changes in the project team.

- ii. The successful proposer must obtain Alliance approval prior to utilizing a subcontractor in order to perform the requirements of this RFP.
- iii. If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals that call for outsourcing or contracting work must include a name and description of the organizations being contracted.
- iv. The prime consultant will be required to assume the responsibility for all services offered in the proposal whether or not directly performed by the prime consultant with regard to contractual matters.

h) Submission of Proposals:

- i. Sealed proposals shall be submitted by the time and date indicated on the RFP cover page to the Chautauqua Lake & Watershed Management Alliance, Inc. (Alliance) Project Manager located at 201 West 3rd Street, Suite 115, Jamestown, NY 14701.
- ii. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered (except under extraordinary circumstances as determined by Alliance) and will be returned unopened.
- iii. All costs must be itemized to include an explanation of all fees and costs; No proposal will be considered which is not accompanied by pricing information for services to be rendered, and all proposals shall be signed by an authorized individual.
- iv. Proposal content may be publicly available by FOIL request before or after the award of the Contract by the Alliance. If you consider any portion of your proposal to be proprietary information or a trade secret, please contact the Alliance Project Manager prior to submitting such information.

i) Modifications or Withdrawal of Proposal:

- i. Questions about or requests for clarification of an item for this RFP must be submitted in writing to rperry@chautauquaalliance.org. Questions must be submitted no fewer than five (5) business days prior to the scheduled proposal submission date. Responses will be submitted to all parties in the form of an Addendum to the original RFP, receipt of which must be acknowledged with each proposal submittal.
- ii. A proposal that is in the possession of the Alliance may be altered by a sealed letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, email, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Alliance may be withdrawn by the vendor up to the time of the opening. Failure of the

successful proposer to furnish the service awarded, as a result of this Request for Proposal, may eliminate the proposer from the active vendors list for a period of time as determined by the Alliance.

j) Preparation of Proposal

- i. No proposal will be considered which modifies, in any manner, any of the provisions, scope of work, or minimum requirements set forth in the Request for Proposal.
- ii. In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- iii. Proposers are expected to examine special provisions, the scope of work, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk.
- iv. The Alliance will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

k) Proposer Qualifications:

- i. Each proposer shall submit a statement of the proposer's qualifications, experience, organization, equipment, and facilities available to adequately provide the service and material necessary to fulfill the minimum specifications for this RFP, unless otherwise specified in the scope of work. An additional statement shall explain why the proposer is qualified as an unbiased, independent, and objective consultant in regard to Chautauqua Lake and its Watershed.
- ii. The Alliance shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the Contract, and the proposer shall furnish to the Alliance all such information and data for this purpose as may be requested.
- iii. The Alliance reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the Alliance that in its sole discretion, the proposer is qualified to properly carry out the terms of the Contract.

l) Evaluation Criteria:

- i. The Alliance reserves the right to seek any clarifications needed to determine the most qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine compliance with the requirements of the solicitation.

- ii. A contract may be awarded to the proposer whose proposal achieves the highest evaluation ranking by the evaluation committee based on the specified criteria, and not solely on the basis of price.
- iii. The Alliance, in its sole discretion, reserves the right to cancel or reissue the RFP, or to revise the timeline, at any time during this process. The Alliance reserves the right to reject any or all proposals and to waive minor irregularities in the proposal process. The Alliance may accept any proposal and/or negotiate the scope of any proposal if such action is believed to be in the best interest of the Alliance.
- iv. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of sixty (60) days from the due date of the proposals.
- v. The evaluation will be based on the following. See Section 2(e) for details:
 - Technical Proposal (70%)
 - Cost Proposal (30%)

The evaluation team may, at its discretion, identify a shortlist of the highest-ranked proposers and invite them for in-person and/or telephone interviews as part of the selection process.

m) Anticipated RFP Schedule:

- i. Evaluation of proposals will be conducted over the course of several weeks. If additional information or discussions are needed with any proposers during this time period, proposer(s) will be notified.
- ii. See Section 2(c) for the anticipated project timeline.
- iii. Upon notification, the contract negotiation between the Alliance and selected proposer will begin immediately and be completed as expeditiously as possible. If the Alliance and first-selected proposer are unable to reach agreement on a final contract within a reasonable length of time, the Alliance reserves the right to move to its second-highest ranked proposer, and so-on, or reject all proposals.
- iv. Notifications to proposers who were not selected will be issued when appropriate (e.g., upon agreement-in-principle between the Alliance and the selected proposer).

n) Award and Contract Information:

- i. The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.

- ii. The proposer expressly warrants to the Alliance that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.
- iii. Alliance reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the Alliance to do so. Explanations of Alliance decisions shall not be required except as otherwise provided by law.
- iv. The successful proposer will be required to enter into and sign an Agreement (Contract) with the Alliance with reasonable adjustments acceptable to the Alliance. This RFP and the response of the successful proposer may become a part of the Contract and will be in effect for the duration of the contract. The Contract language will control over any conflicting language contained within this RFP.
- v. Contract terms and conditions will be negotiated upon selection of the winning proposer for this RFP. All contractual terms and conditions will be subject to review by the Alliance's legal counsel, and will include scope, budget, schedule, and other necessary items pertaining to the project.
- vi. The successful proposer will not commence any work, which could be billed, until a valid Contract has been executed by both the proposer and the Alliance.

2. TECHNICAL INFORMATION

a) Project Overview

Chautauqua Lake, with its beautiful shoreline and scenic landscapes, is the heart of Chautauqua County. The lake and surrounding watershed are home to a diverse ecosystem of plants, mammals, birds, fish, reptiles, amphibians, invertebrates, and microorganisms. Chautauqua Lake is also home to tens of thousands of people, who live along the shores, swim in the shallows, and boat across the depths of these beautiful waters. The lake's scenic beauty and recreational opportunities attract sportsmen, tourists, and summer residents, who are a vital part of our local economy.

Lakefront property owners contribute approximately one-quarter of the County's real property taxes, while tourists annually spend over seventy million dollars enjoying our lakes and waterways. But the true value of Chautauqua Lake is priceless. The water quality classification for Chautauqua Lake's North and South Basins is *Class A*, which means that the best usages of both basins are as a source of water supply for drinking, culinary, or food processing purposes; primary and secondary contact recreation; and fishing. Thousands of residents and visitors rely on the lake as the source of their potable water. Chautauqua Lake is also listed on the Clean Water Act Section 303(d) impaired water body list. Decades of use – and in some cases misuse – of the land and natural resources around the watershed have accelerated the lake's normal aging process to the point that Chautauqua Lake is now classified as an impaired waterbody. The lake is impaired by an excessive inflow of nutrients and sedimentation, causing the problematic growth of aquatic vegetation, the outbreak of algal blooms, and the loss of navigable water routes. These growing impairments undermine real property value, diminish recreational use, and threaten the aquatic ecosystem. The runoff of nutrients and sedimentation from human activities in the watershed now exceeds the lake's natural capacity to dilute and purify. Nature can no longer correct the problem. Thus, the proper management of Chautauqua Lake and its watershed is necessary to ensure the future health, ecology, and uses of this precious resource (Source: Adapted from *Chautauqua Lake Watershed Management Plan, 2010*).

The Chautauqua Lake & Watershed Management Alliance, Inc. (hereafter, Alliance) is a 501(c)(3) not-for-profit corporation whose Mission is the following: *The Chautauqua Lake & Watershed Management Alliance, working in collaboration with lake and watershed-related organizations, municipalities and other stakeholders, will promote and facilitate implementation of recommendations from the Chautauqua Lake Watershed Management Plan and the Chautauqua Lake Macrophyte Management Strategy by prioritizing projects, securing funding and allocating resources.*

To assist in accomplishing our Mission, the Alliance seeks a qualified environmental (or related) consultant with demonstrated capabilities in both lake and watershed-related matters to develop an objective, science-based "Five-Year Implementation Strategy for the Management of Chautauqua Lake and its Watershed" (hereafter, Strategy).

The preferred consultant or team will possess a proven track record of success and applied experience with a variety of in-lake and watershed-based management actions including an up-to-date

understanding of lake and watershed science and both traditional and emerging techniques that may benefit Chautauqua Lake and its Watershed.

We seek proposals that demonstrate a strong capability and detailed plan to efficiently and effectively gather pertinent details from a diverse group of lake and watershed-related organizations (hereafter, Stakeholders), objectively evaluate and compile the information, and create a clear, user-friendly Strategy.

A planned use of the Strategy is to provide decision makers and funders a clear, objective plan for prioritizing implementation-focused projects in the lake and its watershed based on sound science and a balanced management approach that also accounts for economic viability, technical feasibility, environmental stewardship, and input from key stakeholders and/or the public.

The Strategy should be clearly written and formatted, concise but detailed, based on the most up-to-date lake and watershed science and Stakeholder information, and it should be useful as a guideline and tool for allocating primarily monetary resources (i.e., grants) to Stakeholders to undertake implementation activities on the lake and watershed.

The selected consultant shall prepare the Strategy in close consultation and coordination with the Alliance and other Stakeholders and local scientific resources. The selected consultant shall facilitate the collection, consideration, and incorporation of pertinent input from these groups and individuals as it relates to the implementation recommendations of the 2010 Chautauqua Lake Watershed Management Plan (CLWMP), 2012 Chautauqua Lake Total Maximum Daily Load for Phosphorus (TMDL), and the 2017 Chautauqua Lake Macrophyte Management Strategy (CLMMS), and any subsequent modifications and/or updates (hereafter, Guidance Documents).

While these Guidance Documents will be the primary resources upon which the Strategy will be developed, there are several other supporting documents that may also be utilized when their content provides either more up-to-date information or more detail about a critical component addressed in the Strategy.

The CLWMP and TMDL focus primarily on watershed-related issues impacting Chautauqua Lake, such as excessive nutrient and sediment loading, and the CLMMS focuses primarily on managing in-lake issues such as excessive nuisance aquatic macrophyte growth, many/most of which are affected by watershed processes.

We seek to integrate these Guidance Documents into a cohesive and useable Strategy that allows evaluation, prioritization, and proportional allocation among both in-lake management techniques and watershed-based management categories. The Strategy should identify a balanced, science-based management approach that accounts for the myriad challenges and complex interactions among natural and human phenomena, as detailed in the Guidance Documents.

The CLWMP includes a comprehensive history of the project area, both natural and cultural, and a detailed summary of past work performed prior to ca. 2010. Other work performed after the CLWMP was published is listed below under “Other Documents and Information.”

Certain project-related documents are available online or by contacting Randall Perry, Alliance Project Manager, at rperry@chautauquaalliance.org:

Guidance Documents:

- **2010 Chautauqua Lake Watershed Management Plan (CLWMP):**
http://www.planningchautauqua.com/?q=watershed/chautlake_mgmt_plan.htm
- **2017 Chautauqua Lake Macrophyte Management Strategy (CLMMS):**
<http://www.planningchautauqua.com/?q=content/chautauqua-lake%0B-macrophyte-management-%0Bstrategy%0B>
- **2012 Chautauqua Lake Total Maximum Daily Load for Phosphorus (TMDL):**
http://www.dec.ny.gov/docs/water_pdf/tmdlchautlk12.pdf

Other Documents and Information:

- **2014 Erosion Diagnosis & Mitigation Engineering Study, Goose Creek & Dutch Hollow Creek Watersheds (EDMES):**
<http://www.planningchautauqua.com/?q=watershed/public.htm>
- **2013 Chautauqua Lake and Watershed Management Pre-Implementation Studies: Crescent Creek and Dewittville Creek Watersheds**
- **2013 Dredging Feasibility Report, Chautauqua Lake**
- **Ongoing Public Sewer Expansion Efforts & WWTP Upgrades:**
<http://www.planningchautauqua.com/?q=CLISMP>
- **Ongoing Onsite Wastewater Treatment System Inspections/Upgrades:**
<http://www.co.chautauqua.ny.us/266/Private-Sewage>

The following are general examples, by project type or category, of the primary recommendations of the Guidance Documents. Please see the documents themselves for details.

Recommended Strategies & Implementation in CLWMP:

- Partnerships, Collaboration, and Education
- Sewage Inputs and Wastewater Management (see note below)

- Agricultural Practices and Management
- Forestry Practices and Management
- Submerged Aquatic Vegetation & Algae
- Stream Corridor and Shoreland Management
- Municipal Roads and Ditches
- Floodplain and Wetland Management
- Development, Infrastructure, and Stormwater Management
- Invasive Species/Excessive Populations of Native Species
- Planning and Land Use

Implementation Recommendations in TMDL:

- Recommended Phosphorus Management Strategies for Septic Systems (see note below)
- Recommended Phosphorus Management Strategies for Wastewater Treatment Facilities (see note below)
- Recommended Phosphorus Management Strategies for Agricultural Runoff
- Recommended Phosphorus Management Strategies for Urban Stormwater Runoff
- Additional Protection Measures

Management techniques recommended in CLMMS:

- Physical
- Mechanical
- Chemical
- Biological
- Behavioral (prevention-focused)

Issues related to public sewers and onsite wastewater treatment systems (e.g., private septic systems) are consistently and clearly identified as critical implementation recommendations to improve the environmental health of Chautauqua Lake. Significant prior investments have sought to evaluate and prioritize alternatives for capital improvements (e.g., POTW upgrades, service extensions). Several plant upgrades have recently been completed or are underway along with ongoing efforts to secure additional funding (see 2014 Integrated Sewer Management Plan for Chautauqua Lake and subsequent updates).

The Strategy should acknowledge the critical importance of these wastewater-related projects and their positive effects on the environmental health of Chautauqua Lake. However, the Strategy should not integrate these capital wastewater projects into the prioritization and allocation decision-making framework because they are being actively pursued by others using largely non-local funding. Non-capital wastewater-related projects that should be incorporated into the Strategy and its prioritization and allocation decision-making framework include supporting activities such as public outreach and education efforts in support of district formation.

Stakeholders and Local Scientific Resources:

The list below is meant for informational purposes as a guide for proposers to estimate and allocate hours and effort deemed necessary to efficiently and effectively accomplish the project based on their sound professional judgment and experience. The list below intends to summarize by category the primary Stakeholders involved with implementation-related projects in Chautauqua Lake and its Watershed, or with other significant vested interest in the health and vitality of Chautauqua Lake. The list largely aligns with the Membership of the Alliance (full listing at: <http://www.chautauquaalliance.org/our-members/>) with some additional entities operating in the lake and/or watershed.

There are no set requirements for number/duration of consultant interactions, method(s) of interaction, or use of individual versus small-group formats. The successful consultant is expected to propose an approach that accomplishes the project goals set forth in this RFP efficiently and effectively, based on a variety of factors including, but not limited to, level of interest and/or involvement of each group in the process. All Stakeholders shall be afforded an opportunity to provide input on the Strategy.

The final list of Stakeholders and local scientific resources engaged to prepare the Strategy, and the precise method(s) of engagement, may be adjusted based on conditions encountered during the work as determined by the successful consultant in coordination with the Alliance and/or Stakeholder(s).

Governmental Entities (Local/State/Federal):

- Chautauqua County Department of Planning & Economic Development (CCPED)
- Chautauqua County Department of Public Facilities (CCDPF)
- Chautauqua County Soil & Water Conservation District (CCSWCD)
- Town of Busti, NY
- Town of Chautauqua, NY
- Town of Ellery, NY
- Town of Ellicott, NY
- Town of North Harmony, NY
- Village of Bemus Point, NY
- Village of Celoron, NY
- Village of Lakewood, NY
- Village of Mayville, NY
- USDA Natural Resources Conservation Service (NRCS)
- NYS Office of Parks, Recreation and Historic Preservation – Allegany Region

Not-for-Profits/Other:

- Chautauqua Institution (e.g., Gardens & Landscapes / Operations)
- Chautauqua Lake Association (CLA)

- Chautauqua Lake Partnership (CLP)
- Roger Tory Peterson Institute (RTPI)
- Chautauqua Watershed Conservancy (CWC)
- Audubon Community Nature Center / Jamestown Audubon Society (ACNC)
- Chautauqua-Cattaraugus Board of Realtors
- Chautauqua County Chamber of Commerce
- Chautauqua County Visitors Bureau
- Chautauqua Lake Fishing Association
- Chautauqua Property Owners Association
- Mayville-Chautauqua Community Chamber of Commerce

Foundations:

- Cummins Foundation
- Holmberg Foundation
- The Lenna Foundation
- The Chautauqua Region Community Foundation (CRCF)
- Sheldon Foundation

Public Sewer/Utility Organizations:

- Chautauqua Utility District (CUD)
- Jamestown Board of Public Utilities (BPU)
- North Chautauqua Lake Sewer District (NCLSD)
- South & Center Chautauqua Lake Sewer District (SCCLSD)

Local Scientific Resources:

- State University of New York at Fredonia (various staff)
- Jamestown Community College (various staff)
- Alliance Scientific Review & Advisory Committee (coordinated through Alliance Board)
- NYS Dept. of Environmental Conservation (NYSDEC); including Citizens Statewide Lake Assessment Program (CSLAP) data



Fig. 1. Map of area to be addressed by project. Source: Chautauqua Lake Watershed Management Plan, 2010.

b) Project Scope

The selected consultant will be expected to perform the following services:

- Develop a Five-Year Implementation Strategy that clearly and objectively prioritizes management activities and makes recommendations for allocation of present and future funding for such activities.
- Strategy must not duplicate efforts already expended in preparing Guidance Documents, or subsequent implementation-related studies, but rather integrate the Guidance Documents into a cohesive and useable Strategy that allows evaluation, prioritization, and proportional allocations among both in-lake management techniques (i.e., CLMMS-related content) and watershed-based management categories (i.e., CLWMP- and TMDL-related content).
- Strategy should include clear and concise, yet detailed, rationale for all findings and recommendations, including key assumptions and data gaps
- Strategy should include user-friendly decision making tools (e.g., flow chart, decision matrix, etc.) for making project-to-project comparisons based on a variety of factors (i.e., science, technical feasibility, cost effectiveness, etc.) and for making allocation-based decisions on single or multiple projects
- Unless the anticipated schedule in Section 2(c) is adjusted, Year 1 of the Strategy will commence on May 1, 2018 and end on December 31, 2018, followed by Year 2 (Jan 1, 2019-Dec 31, 2019), Year 3 (Jan 1, 2020-Dec 31, 2020), Year 4 (Jan 1, 2021-Dec 31, 2021), and Year 5 (Jan 1, 2022-Dec 31, 2022).

Steps to satisfy the above requirements may include, but not be limited to, the following:

- Become familiar with Guidance Documents (CLWMP, TMDL, and CLMMS) and other key Lake and Watershed technical and planning documents and information
- Visit project area(s); number/type of site visit(s) is at discretion of Proposer based on experience and sound professional judgment
- Coordinate meetings with individual and/or small groups of Stakeholders and local scientific resources; number/type of meetings is at discretion of Proposer based on experience and sound professional judgment
- Independently evaluate implementation progress by Stakeholders as related to recommendations in the CLWMP, TMDL, and CLMMS by comparing past, ongoing, and/or future proposed projects to the recommendations of these documents
 - Evaluation categories should include, at minimum, level of completeness, implementing Stakeholder(s), examples of success stories, and lessons learned (positive and negative).
 - Evaluation process should include qualitative (required) and quantitative means (when feasible) to objectively evaluate the effectiveness of projects.
 - Independently evaluate any other implementation recommendations made in the Guidance Documents (even those not yet started or completed) for incorporation into the Strategy.

- Organize findings by project type (i.e., primary categories of in-lake or in-watershed with appropriate subcategories) and incorporate into Strategy.
- Strategy should consider and incorporate the various inter-relationships among project types and implementing Stakeholders and make recommendations for maximizing efficiency and effectiveness through Stakeholder collaboration
- Strategy should also consider and incorporate as appropriate updates to dated/expired information in the Guidance Documents that directly impacts implementation-related content and recommendations (e.g., updated regulatory information, significant advances in science and/or technology, updated capabilities of Stakeholders, etc.)
- Facilitate discussion(s) with groups above and Alliance in order to reach general consensus on the Strategy
- Issue **Draft Strategy**
- Meet with Alliance, other Stakeholders, and local scientific resources to discuss Draft Strategy
- Incorporate pertinent feedback on Draft Strategy into Final Strategy, including possible need to gather and incorporate additional information
- Issue **Final Strategy**
- Meet with Alliance, other Stakeholders, and local scientific resources to present Final Strategy

c) **Project Timeline**

We anticipate selecting the successful proposer in Fall 2017, with work to commence immediately upon contractual agreement on final budget and scope of services. We anticipate the following schedule:

- RFP Distributed: Wed August 16, 2017
- Deadline for Questions: Wed Sep 20, 2017 at 3:30 PM ET (5 business days prior to Due Date)
- **RFP Submittals Due: Wed September 27, 2017 at 3:30 PM ET**
- Project award on or around: Thu October 19, 2017
- Notice to Proceed: ca. Wed November 1, 2017
- Draft Strategy Due: Fri March 30, 2018
- Final Strategy Due: Mon April 30, 2018

d) **Project Deliverables**

- All submissions shall be made to the Alliance
- **Coordinate, attend, and lead necessary meetings** (both initial and follow-up) with key lake and watershed Stakeholders, Alliance, and local scientific resources; number/type of meetings is at discretion of Proposer based on experience and sound professional judgment (except those Required Meetings detailed below)

- **Meeting Minutes:** Prepare and submit written summaries (electronic version in Adobe PDF and Microsoft Word format) of all meetings to include, at minimum, attendee names and affiliations and comments and/or decisions made regarding the project
- **Required Meeting No. 1:** Coordinate and attend one 2-hour-long kick-off meeting to discuss project scope, approach, schedule, and deliverables
- **Submit Draft Strategy** (12 Hard-copies & electronic version on USB flash drive in Adobe PDF and Microsoft Word format)
- **Required Meeting No. 2:** Coordinate and attend one 2-hour-long meeting to discuss the Draft Strategy with Alliance, other Stakeholders, and local scientific resources
- **Submit Final Strategy** based on Draft Strategy and results of review session with Alliance and others (12 Hard-copies & electronic version in Microsoft Word and Adobe PDF format)
- **Required Meeting No. 3:** Present (in-person) the Final Strategy to the Alliance Board of Directors and others with time for questions & answers and discussion
- **Submit finalized supporting information** produced during the project but not included in Final Strategy document, including, but not limited to, photographs (with dates and captions), Microsoft Excel versions of tables, and raw spatial data (i.e., GIS/GPS, AutoCAD, or other formats) provided in appropriate digital format on USB flash drive(s)
- All Draft and Final products and their supporting information produced under this work shall become property of the Alliance with no Consultant restrictions on reproduction, use, and/or distribution.

e) **Proposal Format and Content**

1. **(70%) Technical Proposal** (Envelope #1; **20-page limit, single-sided**; label with firm name); Submit one (1) original, signed hard-copy, four (4) hard-copies, and an electronic copy; Covers (front/back, if applicable), section dividers (if applicable), cover letter, and table of contents do not count toward the page limit. Forms attached to the RFP and/or requiring signature and attachment to all proposals also do not count toward the page limit:
 - Project approach and timeline for project completion – please clearly describe key assumptions
 - How effectively the proposal meets the objectives of the RFP
 - Consultant qualifications, including but not limited to:
 - Applicable licenses and/or certifications of key staff

- Statement explaining why the proposer is qualified as an unbiased, independent, and objective consultant in regard to Chautauqua Lake and its Watershed.
 - Related work experience
 - Identity and qualifications of professional personnel to be assigned to the project (including subcontractors, if any)
 - Project references from recent, relevant projects, including name of the project leader and their contact information (minimum 3 references)
 - Compliance with formatting requirements and attachments
2. **(30%) Cost Proposal** (Envelope #2; label with firm name); Submit five (5) hard-copies and an electronic copy:
- Project fee schedule - please clearly describe key assumptions
 - Please provide an overall cost summary, and attach a detailed itemization of the cost structure of the project, that clearly identifies personnel by name and/or job title, hours, billing rates, and all other details by which project costs have been derived.
 - Proposer may define tasks to complete the project based on their own unique proposed project approach with task-by-task terminology and structure at the discretion of each Proposer.
 - The cost information provided must allow reviewers to clearly determine total hours, hours by task, and hours for key personnel by task.
 - Attach, or incorporate in above materials, rate sheet(s) for personnel (including proposed subcontractors) and equipment proposed to be utilized (if any).

Proposals lacking any of the required information may be deemed incomplete and not be considered by the evaluation committee.

See Section 1 for additional information regarding the evaluation criteria and process.

3. ATTACHMENTS

Please see the attached sample agreement and standard terms for doing business with the Alliance.

SAMPLE AGREEMENT

Five-Year Implementation Strategy for the Management of Chautauqua Lake and its Watershed

This Agreement is made as of November 1, 2017, by and between the following parties:

ALLIANCE: CHAUTAUQUA LAKE & WATERSHED MANAGEMENT
ALLIANCE, INC.
A Domestic Not-For-Profit Organization
201 West 3rd Street, Suite 115
Jamestown, NY 14701
hereinafter called "Alliance,"

-and-

CONTRACTOR: CONTRACTOR NAME
Corporate Description
Address
City, State Zip Code
hereinafter called "Contractor."

WITNESSETH:

WHEREAS, Alliance seeks a qualified consultant to develop an objective, science-based "Five-Year Implementation Strategy for the Management of Chautauqua Lake and its Watershed" (Project), and

WHEREAS, Alliance issued a Request For Proposals (RFP) dated August 16, 2017, soliciting competitive proposals for professional services to perform the Project, and

WHEREAS, in response to said RFP, Contractor submitted the proposal deemed most advantageous to the Alliance based on the specific criteria of the RFP, and

WHEREAS, Contractor is able and willing to perform the professional services for the Project,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Contract Documents. The Contract Documents consist of the following, including all current and future appendices, attachments, addenda, adjustments, updates, and amendments: this Agreement; Alliance RFP issued August 16, 2017; Contractor's technical and cost proposals dated [MONTH AND DAY], 2017; and all applicable federal, state, and local laws, rules, regulations, requirements, resolutions, ordinances, policies, procedures, manuals, circulars, licenses, permits, certifications, standards, guidelines, and guidance and implementation memos, as amended. Contract Documents are as fully a part of this Agreement as if attached hereto or repeated herein.

All services, including those provided by subcontractors, shall be provided in furtherance of and in conformance with the Contract Documents. It is Contractor's responsibility to make itself and any

subcontractors aware of applicable Contract Document requirements.

In the event of a conflict between the terms of this Agreement and the terms of another Contract Document, the terms of this Agreement shall apply, provided, however, that where the other Contract Document provides greater detail about or elaboration of an obligation set forth in this Agreement, the provisions of the other Contract Document shall be considered as additional requirements to the duty or obligation found in this Agreement, enforceable at the option of Alliance. This Agreement is to be construed as requiring conformance with all local, State, and Federal requirements.

2. Services. Contractor shall provide professional services related to the integration of the Project Guidance Documents (Watershed Management Plan, Total Maximum Daily Load for Phosphorus, and Macrophyte Management Strategy) into a cohesive and useable Strategy that allows evaluation, prioritization, and proportional allocation among both in-lake management techniques and watershed-based management categories. Contractor shall provide services in accordance with the usual professional standard of care, and those services shall be carried out in accordance with the specifications set forth in Alliance-issued RFP dated August 16, 2017 and Contractor's technical and cost proposals dated [MONTH AND DAY], 2017.

3. Payment. The maximum amount payable under this Agreement shall be [INSERT FEE]. The values listed in the attached cost proposal are estimates and shall serve as guidelines for Contractor for eligible work. Actual amounts paid by Alliance to Contractor for each work category may vary based on conditions encountered during the course of the project, provided they are communicated with appropriate justification to Alliance, provided they have no negative impact (as determined by Alliance) on the overall project scope or deliverables, and provided the total eligible costs incurred by Contractor do not exceed the total amount for the project.

Payment shall be made based upon actual work completed and upon monthly submission by Contractor to Alliance of properly itemized, certified, and executed claim vouchers or invoices whose form and content shall be subject to review and approval of the Alliance Executive Director or duly authorized designee, together with all fiscal records and documentation as reasonably requested evidencing proof of reimbursable expenditures as required by Alliance. All Contractor's expenditures shall be documented as required by Alliance funding source(s) and in time for Alliance to meet the schedule for submissions in accordance with its agreement with its funding source(s). The cumulative monthly progress payments shall not exceed a cap of ninety percent (90%) of the maximum contract amount until the Final Strategy is accepted by the Alliance Board of Directors. A final payment of this retained amount shall be issued upon acceptance of the Final Strategy by the Alliance Board of Directors.

This Agreement shall be deemed executory to the extent of funds provided to Alliance from its

funding source(s) and appropriated by the Alliance Board of Directors for the objects and purposes hereof. In the event of a substantial or unanticipated reduction in funding, Alliance reserves the right, by written notice, to immediately terminate this Agreement, in whole or in part, with accounts between the parties to be prorated and adjusted as of such termination date.

4. Term. This Agreement shall commence as of November 1, 2017 and shall terminate October 31, 2018. Alliance can terminate or cancel this Agreement, in whole or in part, upon thirty (30) days' written notice to Contractor with accounts between the parties to be prorated and adjusted as of such termination date. Alliance can immediately by written notice terminate this Agreement in the event Contractor violates any of the provisions of this Agreement.

5. Records. Contractor shall prepare and maintain in an orderly manner all relevant program and statistical records relating to the services required hereunder, and shall provide records to Alliance upon request. All books, records, and other documents relevant to this Agreement shall be available upon request for inspection and/or audit by Alliance during the term of this Agreement and for a period of six (6) years after final payment has been made for services rendered.

6. Additional Terms and Conditions. Contractor shall comply with all provisions contained in Appendix A attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CHAUTAUQUA LAKE & WATERSHED MANAGEMENT ALLIANCE, INC.

BY _____ DATE _____
Erin Brickley, Executive Director

CONTRACTOR

BY _____ DATE _____
Name, Title

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

On the _____ day of _____, in the year 2017 before me, the undersigned, personally appeared ERIN M. BRICKLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 2017 before me, the undersigned, personally appeared NAME, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he/they executed the same in her/his/their capacity, and that by her/his/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Appendix A – Additional Terms & Conditions

Amendment. No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent forfeiture for any such succeeding breach.

Assignment. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the Alliance.

Audit. Alliance, itself or through a third party, reserves the right to audit Contractor upon reasonable notice to ensure compliance with this Agreement. Contractor shall fully comply with any such audit.

Binding Agreement. This Agreement shall be binding on the parties, their successors, heirs, and assigns.

Certification. By submitting a claim to Alliance for payment, Contractor certifies: that claims are just, true, and correct; that goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with this Agreement; that no portion of any claim has been paid; that there exists no offsets or counterclaims; and that no tax is included.

Confidentiality. Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules, and regulations.

Conflict. In the event of a conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall be controlling notwithstanding anything in Contractor's documents to the contrary.

Debarment/Suspension. *See Alliance solicitation documents.*

Entire Agreement. This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect.

Force Majeure. The Alliance may terminate or suspend its performance under this Agreement, in whole or in part, immediately upon the occurrence of a "force majeure." A "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the Alliance, which render performance of its obligations impossible.

Standard of Care. Contractor shall fully perform with the care and skill ordinarily exercised by members of the same profession currently practicing in the same location, on projects of similar type and complexity, in an effort to meet applicable industry standards.

Governing Law. Notwithstanding any statement in this or any other document to the contrary, this Agreement shall be governed by the laws of the State of New York, without regard to its principles on conflicts of law, and any disputes hereunder shall be heard by a court of competent jurisdiction in Chautauqua County, New York, unless this paragraph is physically crossed out and initialed by both parties, or unless the Federal supremacy clause requires otherwise.

Independent Contractor. Contractor and all of Contractor's employees, agents, and servants, are independent contractors and not employees, servants, or agents of the Alliance. Contractor shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement.

Indemnification. Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property to the extent arising out of or related to the negligent or tortious performance of the services to be rendered by Contractor or its subcontractors pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall hold Alliance and its officers and employees harmless from any liability, claim, demand, loss, judgment, expense, and cost of every type, amount, and nature, direct and indirect and without limitation, including the costs of defense to the extent arising out of or related to the negligent or tortious performance of the services to be rendered by Contractor and its subcontractors. In the event that this Agreement is funded by Federal, State, County, or other funds, and Alliance is required to indemnify the funding source(s) of this Agreement, Contractor shall be required to indemnify the funding source to the full extent that Alliance is contractually obligated to do so but only to the extent that the Alliance's obligation to indemnify arises from the negligent or tortious performance of the services to be rendered by Contractor or its subcontractors pursuant to this Agreement. All money expended by Alliance as a result of such claims, actions, damages, losses, expenses, and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, to the extent they arise from Contractor's negligent or tortious performance of said services, shall be immediately and without notice due and payable by Contractor to Alliance. Such obligation to the Alliance shall not be construed to negate, abridge, or reduce other rights of indemnity, which would otherwise exist. This provision shall supersede any other provision in this Agreement, including attachments and referenced items, deemed to be in conflict, unless specifically stated otherwise.

Insurance. Contractor shall maintain the kinds and amounts of insurance deemed appropriate by the Alliance Executive Director for the type of work to be performed under this Agreement. The types of policies to be held by Contractor shall generally include the following (case-by-case exceptions may be made at the discretion of Alliance Executive Director):

- a) A policy or policies providing protection for employees of the Contractor in the event of job-related injuries, generally referred to as "Worker's Compensation Insurance".
- b) Automobile Liability Insurance
- c) Commercial General Liability Insurance
- d) Excess Liability Insurance Umbrella Form
- e) Professional Liability Insurance, including errors and omissions.

The Alliance shall be named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. The insurance afforded the additional insureds shall be at least as broad as that afforded to the first named insured. Alliance as additional insured will be entitled to the limits stated in the contract or the full limits of the policy, whichever is greater. Contractor shall file a certificate of insurance with the Alliance prior to performing work pursuant to this Agreement or receiving any payment. Contractor shall provide new insurance certificates when the existing certificates expire, without demand.

Contractor shall immediately forward to Alliance any notice of actual or pending termination, suspension, or non-renewal of insurance. In the event Contractor's insurance expires or is terminated or suspended, Alliance shall have all rights available for breach of contract, and may declare this Agreement automatically and immediately terminated effective as of the moment of expiration, termination, or suspension. In addition, Alliance reserves the right to withhold payment to Contractor until such new certificates have been provided and approved. Alliance shall have unlimited access to Contractor's insurance company and policies.

Licenses and Permits. Contractor shall secure and maintain throughout the term of this Agreement all necessary licenses, permits, and other certifications and qualifications required for its performance of this Agreement. Contractor shall immediately notify the Alliance of any notice of, or actual, revocation or restriction of a license, permit, or other certification necessary for its performance of this Agreement. In the event of a revocation which prohibits Contractor from being able to perform this Agreement, this Agreement shall automatically terminate effective as of the moment of such revocation.

Non-Discrimination. In the performance of this Agreement, Contractor will not discriminate or permit discrimination against any individual or group on the grounds of age, color, creed, disability, domestic violence victim status, handicap, marital status, military status, national origin, political affiliation, predisposing genetic characteristics, race, religion, sex (including gender identity or expression), sexual orientation, or veteran status. Contractor shall comply with the County of Chautauqua's Title VI (non-discrimination) policy, which can be found at <http://chautauqua.ny.us/DocumentCenter/View/2402>.

Notice of Investigation. Contractor shall notify Alliance in writing within five (5) calendar days of obtaining knowledge of the commencement of any investigation or audit or adverse action against Contractor by any governmental agency, to the extent such audit, investigation, or action relates in any way to contract services.

Set-Off Rights. Alliance shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the option to withhold for the purposes of set-off any money due to Contractor under this or any other Agreement, up to any amounts due and owing to Alliance with regard to any contract with any Alliance department, office, or agency.

Severability. Should any part, term, or provision of this Agreement be determined, by a court of competent jurisdiction, to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be impaired or affected.

Statutory Compliance. Contractor shall perform in accordance with all applicable Federal, State, and local laws, rules, and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory and regulatory provisions applicable to this Agreement are hereby incorporated by reference. Contractor shall provide, at its own expense, permits, licenses, and certifications required for the performance of its services pursuant to this Agreement and shall be solely responsible for paying fines or penalties incurred as a result of any improper activities.

Subcontracts. Contractor shall: (a) require any subcontractor, agent, volunteer, or other third party (Third Party) performing Agreement services to comply with all applicable Federal, State, and local laws, rules, and regulations; (b) adopt and perform such review and inspection procedures as necessary to ensure compliance by Third Party with this Agreement; (c) require any Third Party to indemnify Alliance against any and all claims to the extent arising out of such Third Party's negligent or tortious performance of, or failure to perform, the Agreement, with Contractor assuming such indemnification itself to the extent a Third Party fails to do so; and (d) remain fully obligated under this Agreement notwithstanding its delegation of a Third Party to undertake all or any portion of the performance of this Agreement. Contractor shall inform Third Parties, and require Third Parties to abide by, all relevant provisions of this Agreement.

Survival. The terms and conditions of this Agreement shall survive the expiration of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

Termination Obligations. Upon receipt of notice of termination of this Agreement, Contractor shall cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, unless otherwise directed by Alliance, and shall not incur any new obligations after receipt of the termination notice without written approval of Alliance.

Waivers. Any waiver of a breach of this Agreement shall not be deemed to be a waiver of any preceding or future breach of the same or any other covenant, term, or condition.

Wages and Hours. When applicable, Contractor shall comply with §§220-e and 239 of the New York State Labor Law. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by Alliance of any Alliance-approved sums due and owing for work performed upon the project.

Workers Compensation Coverage. If this Agreement is of such a character that the employees engaged thereon are required to be insured under the workers' compensation law, then, in accordance with General Municipal Law §108, this Agreement is void and of no effect unless the person or corporation making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance with the provisions of the workers' compensation law.