

Notice is hereby given that the Town of Victor, New York, County of Ontario will receive proposals for professional consultant services regarding the preparation of a comprehensive plan update. The proposal must be filed with Kim Kinsella, Planning and Zoning Supervisor, Town of Victor Town, either in person at the Victor Town Hall, 1290 Blossom Drive, Victor NY or by mail to Kim Kinsella, Planning and Zoning Supervisor, 85 East Main St, Victor, New York 14564; **received** no later than **5:00 PM prevailing time on March 27, 2008**. The Town reserves the right to reject any and all proposals.

Request for Proposals Town of Victor, New York Comprehensive Plan Update

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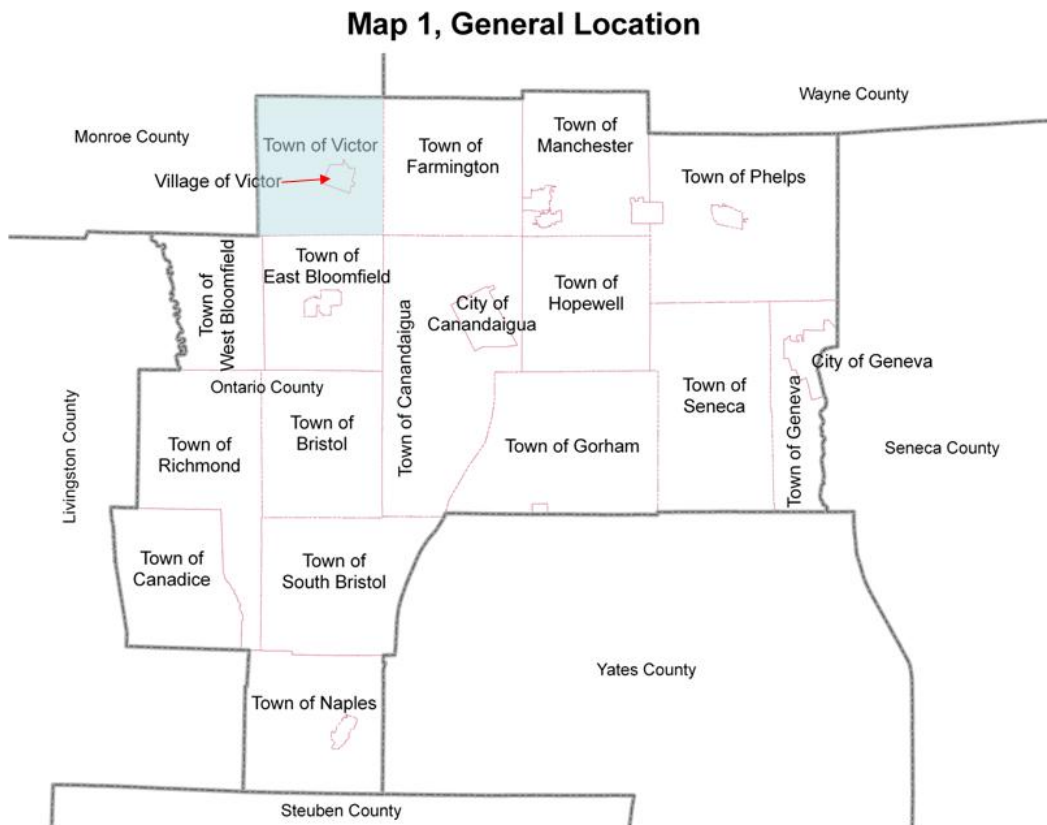
SECTION ONE: INTRODUCTION & OVERVIEW

A. PURPOSE

The Town of Victor, a municipal corporation of the State of New York, desires to develop a new Town Comprehensive Plan through an active public participation process, building on the Strategic Plan Process that was completed during 2006. The Town's intent is to provide with its citizens a comprehensive plan that accurately reflects the physical, environmental, social, economic and cultural resources of the Town; and, to establish a vision and framework for action to manifest these Town goals. The Comprehensive Plan shall be prepared in compliance with and incorporating the recommended provisions stated in NYS Town Law 272-a: Town comprehensive plan.

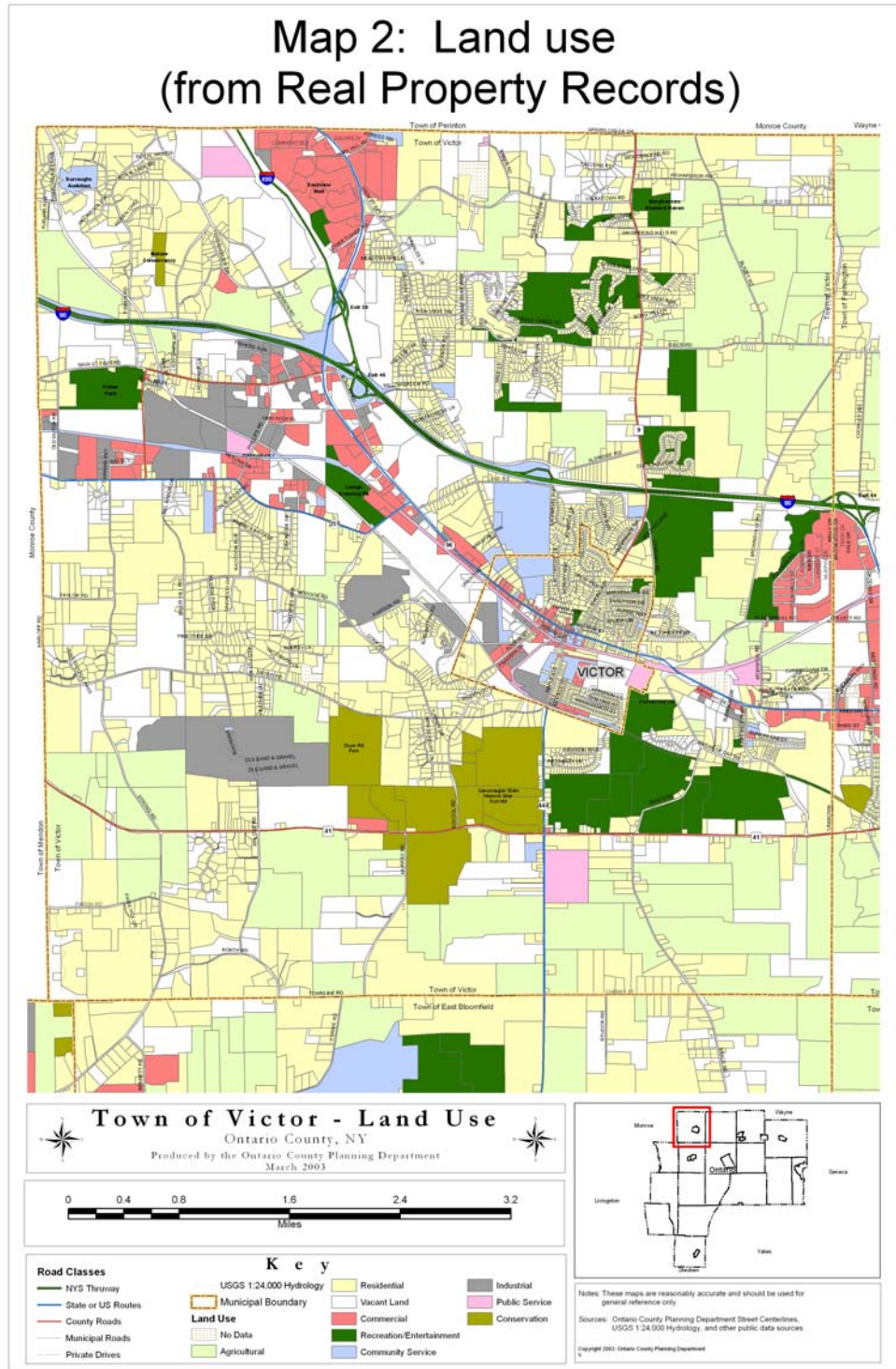
B. INTRODUCTION AND BACKGROUND:

The Town of Victor is located in north western corner of Ontario County as show on Map 1 below.



With a 2004 population estimated at 11,474 (2004 GFL Estimate of Population) and a 2000 Census of 9,977 including the Village of Victor, the Town of Victor is a growing community with a diversity of land uses and land use issues. This growth in both commercial and residential areas, has occurred as development has followed the I-490 and State Rt 96 Corridor into Ontario County from Monroe County. In fact, the State Rt 96 corridor near the I90 and I490

intersection functions as a regional commercial center with East View Mall as the hub. Also, significant high-tech industrial and manufacturing development has clustered in the town, proximate to the I90 interchange and in the State Rt. 251 and County Road 42 corridor. Map 2, below, shows the current distribution of land uses in the Town.



Balancing the desire for preserving and conserving the environment and historic rural character of the Town with the continuing strong development pressure and growth in the town will be a major goal of the comprehensive plan.

Geologically, the Town of Victor is dominated by rolling terrain, drumlins, and glacial soils. This has created a wide variety of natural habitats within the town, often in close proximity to each other. A portion of the Town is located in the Irondequoit Bay watershed, and contains tributaries of Irondequoit Creek that are protected by NYS DEC regulation. The remainder of the Town drains into the Mud Creek/Ganargua Creek tributary of the Clyde River (part of the Seneca River/Oswego River basin). Many of the Town's uplands serve as primary headwaters to these watersheds.

Demographically, the Town, especially outside the Village of Victor, has the highest median income per capita, per family, and per household within Ontario County. In the 2000 Census, only 0.8% reported receiving any type of public assistance. The town has little racial diversity as over 96% of residents reported being white Caucasians. Educationally, the town also leads Ontario County with a 93% high school education rate, and over 40% of residents over age 18 possessing a bachelor or higher college degree. Seventy percent of the Town's population is in the work force with 2% reporting being unemployed. Nearly all of the workforce is employed in the private sector as only 0.3% report being employed by some level of government. Almost one half of working residents report themselves as being management, professional, or related occupations, 9.4% reported working in a service occupation, and 26% in sales and office occupations. Of these workers, 21% reported working in manufacturing, 22% in Education, Health, & Social Services, 13.3% in retail trade, and nearly 10% in professional, scientific, management, administrative, and waste management services.

Functionally, the Town of Victor acts as a commuting conduit for Ontario County residents that work in Monroe County. This is a significant issue to the Town, as nearly 65% of the County workforce reported commuting daily to jobs in Monroe County in the 2000 Census. This percentage has grown over the last 40 years, although the rate of growth between 1990 and 2000 slowed significantly. At the same time, an increasing number of residents of Monroe and other surrounding Counties reported commuting daily to jobs in Ontario County. I90, I490, and State Route 96 constitute the main commuting paths between Ontario and Monroe Counties, heavily impacting the Town of Victor.

Beginning in 2006, the Town conducted a strategic planning effort aimed at identifying some of the most important issues local residents wish to see addressed in the Comprehensive Plan. Many of the work scope items specified in Section Two of this RFP are related directly to the recommendations made through the strategic planning effort. It is important to note, however, that while the items listed in the work scope must be addressed, it is anticipated that other and new issues will be identified

Through the Strategic Planning process a great deal of background data and maps have been produced for the Town and area available for the consultant's work on this project from the Ontario County Planning Department, in both hardcopy and ESRI compatible file formats. In addition, the Town expects the consultant to maximize the use of existing data resources and expertise of regional agencies in the preparation of the Comprehensive Plan. For example, the Genesee Finger Lakes Regional Planning Council has developed a Greater Rochester Economic Development Strategy and is also our local Census Data repository. Further, the Genesee Transportation Council has a wealth of transportation related GIS and other data, and has the most comprehensive local traffic analysis and forecasting model. Both of these organizations will provide data and extensive services to the town as part of their organizational mission.

C. PROCESS

The Victor Town Board has created a “special board” (heretofore called the “Victor Comprehensive Plan Committee”) pursuant to Town Law 272-a, paragraph 4 to prepare the new Town Comprehensive Plan. This Committee shall have regular monthly meetings to coordinate and direct the preparation of the plan. Kim Kinsella, Planning and Zoning Supervisor, shall be the Consultant’s primary point of contact with the Town, including the Victor Comprehensive Plan Committee (VCPC). Copies of all correspondence between the Consultant and the Town Project Manager shall “c.c.” the Town Supervisor, Ms. Leslie Bamann.

The meetings of the Comprehensive Plan Committee will be open public meetings. A prime focus of this project will be to educate and engage various constituent groups and the public in the development of the Comprehensive Plan, both at the Comprehensive Plan Committee meetings and at separate focus group and subcommittee meetings. The Town anticipates that several focus group meetings and ‘subcommittees’ may develop around specific topical areas. The consultant will be expected to work with these various groups and meetings to facilitate discussion and focus on tasks, and to be a professional resource, providing materials, information, and options for use by the various groups, such as studies, facts, figures, maps, options for various regulations etc. The goal of these focus group/subcommittee meetings will be to educate the participants, facilitate discussion on specific topics, and develop consensus recommendations for review by the Comprehensive Plan Committee for inclusion in the Comprehensive Plan.

The Consultant shall propose a recommended process to respond to this project and then draft the Comprehensive Plan in response to the guidance and direction of the VCPC. In general, the Consultant will begin with a basic organizational framework for the plan, and then proceed to present various portions (or chapters) of the document for review by the Comprehensive Plan Committee. The consultant shall participate at public hearings before the Comprehensive Plan Committee and the Town Board during the review and adoption process. The consultant shall also be responsible for preparing all requisite paperwork, including forms, resolutions, letters, public notices, etc., required for review of the plan pursuant to the New York State Environmental Quality Review Act.

SECTION TWO: WORK SCOPE

The following have been identified as major components of the comprehensive plan update. Consultants submitting proposals are expected to present a work program that addresses these major areas and meets the criteria specified in NYS town law for preparation of a comprehensive plan. In addition, it is anticipated that the VCPC will identify other major and minor topics and issues that will require research, education, and facilitation in developing consensus recommendations in the Comprehensive Plan. Proposers are encouraged to provide innovative and well thought out approaches to the comprehensive planning process.

A. Community Inventory/Profile

This component will provide baseline information that presents a concise qualitative and quantitative “status report” on the Town of Victor in 2008. The consultant shall review existing Census, real property, soil, topographic, and other data, and will draft a chapter or chapters of the Comprehensive Plan that succinctly portrays the existing physical and socio-demographic state of the town. In addition to whatever other resources are identified, the consultant will use the Town Engineer, office of the Genesee Finger Lakes Planning Council as a resource in obtaining Census related data, the Ontario County Planning Department for real property tax, zoning, land cover type, topographic, and other GIS based data, and the Genesee Transportation Council (GTC) for transportation and traffic information. The community Inventory/Portrait and shall include the following elements, at a minimum:

- Existing land uses based upon real property tax records
- Land use allowed according to existing zoning
- Identification of conflicts between existing land use and existing zoning
- Delineation of all natural environmental features and detailed qualitative inventory of types values (Green Infrastructure). Include review and updating as necessary of maps prepared by Ontario County Planning of significant natural resources and sensitive environmental areas such as steep slopes, wetlands, significant forest areas, streams and stream buffers, endangered species and other special habitats.
- Identification of significant land use and cultural resources of the town, including Agricultural uses, historic and cultural sites and buildings, medical facilities, cultural facilities, educational facilities, and emergency service facilities
- Population, demographic and socio-economic information, including identifying current and future trends, including commuting trends
- Existing and proposed public and private utilities and infrastructure
- Existing or proposed residential developments of all types
- Existing and proposed public, private and semi-public recreational facilities and parkland including rail/trails
- Present and proposed locations of commercial and industrial facilities
- Other municipalities’/public agencies’ plans and proposals
- Other governments’ services or facilities utilized by town residents or for which the town is dependent on.
- Important viewsheds
- Development of public utility service maps, and an assessment of any issues surrounding existing capacity and the ability to expand capacity of said utilities. Items such as municipal water system pressure zones affecting future development shall be identified.

All work previously done by the town as part of its strategic planning effort, and maps and data available from the Ontario County Planning Department and other Town Consultants will be

utilized to the maximum extent possible. It is anticipated that at least three chapters of the report shall be generated from work done by the Consultant in this area, including 1. Physical Characteristics of the Town, 2. Socio-demographic portrait of the Town, 3. Utility and services within the Town.

B. Identification of Character (Neighborhood) Areas

The Consultant shall work with the Committee to divide the Town into character or neighborhood areas. Such character areas shall be identified as a physical area with an identifiable collection of natural environmental, land use clusters, man made, demographic, and other characteristics that make it distinct from other areas of the town. Some typical categories may include, but not be limited to, rural and suburban estate residential neighborhoods, strip commercial, agricultural, rural transition, regional commercial, multifamily residential, outdoor natural recreation area, conservation area, senior citizen residential, local commercial service, etc.

C. Community Assessment/Issue generation

The Consultant will provide an assessment of the information gathered in the preceding sections as well as through extensive public outreach and a community survey. The assessment will identify community strengths and challenges and community values which will be the foundation for the development of a town vision statement, and the goals and objectives of the Comprehensive Plan.

The consultant shall also collect data and information from the community, to be reviewed and approved by the VCPC. Upon approval, the document shall be delivered to the town for printing and distribution to town residents and property owners. Upon receipt of completed reports, the consultant shall be responsible for tabulating and presenting the results.

D. Community Vision/Goals/Objectives

A Community Vision Statement and Goals and Objectives will be prepared. Public involvement will be a key part of this process. As indicated above, this will be based on the community profile and assessment process. The consultant shall provide for at least 4 public meetings open to the general public in addition to the regular meetings of the Comprehensive Plan Committee to gather input on the assessment and to develop the community vision, goals and objectives. The Town also anticipates the identification of focus groups or 'sub' committees to focus on individual issues or areas of interest. The consultant shall be responsible for facilitating such meetings to educate, discuss, and bring the group to consensus on various issues. The consultant should fully explain their approach and the number of focus group meetings that the proposal includes. Such focus group meetings shall be agreed upon in advance by the Victor Comprehensive Plan Committee (VCPC) and shall involve attendance by the Town's Project Manager.

E. Intermunicipal/Interjurisdictional Cooperation and Coordination

The health and viability of the Town of Victor is interwoven with that of the Village of Victor. The Comprehensive Plan must recognize the needs of the village, its commercial district, industry, and residential areas, and ensure that the Town's Comprehensive Plan respects and enhances the Village. The Comprehensive Plan must also take into account the impact of growth in the community in regard to the capacity of the local school district, its ability to grow, and the resources it will need to continue to deliver high quality educational services to the community.

Finally, opportunities for cooperation and coordination between these municipal entities, surrounding Towns, and any public and quasi public institutions in the Town shall be identified to assure the most efficient use of available resources.

F. Transportation Assessment, Plan, and Official Map

The Consultant will assess the traffic patterns in the Town, and identify issues related to vehicular transportation within the town, including but not limited to the impact of heavy commuter traffic on the Town. The Consultant shall work with the Genesee Transportation Council, who will provide the transportation modeling. Existing conditions and conditions resulting from the build-out analysis given existing zoning in the Town will be modeled.

Victor has developed a major network of pedestrian and bicycles trails and corridors. Further enhancement of this aspect of the transportation system is an important part of its response to local transportation needs.

Public transit is readily available and can become a greater part of the community's transportation assets. Assessment and recommendations for ways the CATS bus system and other transportation options can address congestion needs will be included in this section.

A group of goals and objectives will be developed to address the conditions identified. It is anticipated that issues such as carrying capacity of roads, and the balancing of growth vs. increasing carrying capacity of existing roads, shall be dealt with in the Comprehensive Plan. As consensus is reached on goals and objectives, the consultant shall develop a plan for future roads where appropriate to meet the goals and objectives. These shall be organized into an official map of the town, as defined in Section 270 of Town Law. This last portion of the work shall be coordinated with the development of the conceptual future land use plan work item.

All transportation recommendations shall coordinate potential future work programs with regional transportation funding cycles through the GTC and DOT.

All work in this section shall be conducted in a manner consistent with the Scope of Services further described in the GTC 2008-2009 UPWP Grant proposal for the Victor Transportation Systems Plan and shall be fully incorporated in the Victor Comprehensive Plan.

G. Housing

The Town of Victor is a community committed to provide fair housing opportunities. The Consultant shall study and document the existing housing stock in the town and the surrounding area in regard to cost. This will be analyzed in regard to town and regional housing needs to determine if the current supply of housing types is meeting existing and projected future housing needs. The availability of affordable housing will be one element within this analysis. The consultant shall review various policy and regulatory solutions to ensuring that identified housing needs are met, and develop consensus on recommendations for inclusion in the Comprehensive Plan.

H. Senior Issues

The Town of Victor, like most of upstate New York State, is faced with a growing senior citizen population. This age group has important needs that are different from other age groups that need to be identified and their needs addressed in the Comprehensive Plan. Issues surrounding senior citizen needs vary from affordability of housing, the availability of appropriate designed housing, assisted living, the availability of various medical and other professionals specializing

in care and service to the elderly, social networking and volunteer opportunities, safety, to age appropriate recreation and exercise opportunities, etc. The consultant will document these needs, forecast expected growth in these needs, the facilities and services that exist to support them, and work with the Comprehensive Plan Committee and/or other volunteers to study available mechanisms to ensure these needs are met as appropriate in the community and the region.

I. Economic Development

The Town has strong high tech industrial and regional commercial businesses. The continued health of this economic base is vitally important to the Town. The Consultant shall conduct an analysis of businesses within the Town, its diversity, its strengths, and challenges. At the same time, the Consultant will review and summarize the important points, focus, and capabilities of the Economic Development Programs run through the Genesee/Finger Lakes Regional Planning Council (GFL), including the Greater Rochester Economic Development Strategy, and the Ontario County Industrial Development Agency and Office of Economic Development. The Consultant should identify opportunities for diversification and preparation for emerging growth industries such as health care and education. The goal of this portion of the work will be to develop a Town economic development strategy focusing on strengthening the diversity and health of the local economic base and identifying recommendations for the proper policies and economic development actions the Town should implement to augment the economic development activities run at the GFL and County levels.

J. Open Space Plan

The Consultant shall develop a map of recreational, conservation areas, trails, and other open spaces in the Town, accompanied by a list describing the major spaces and elements on this map. Existing and future strengths and needs shall be developed through analysis and work with the Committee and the public. These shall be synthesized into a future open space & recreation plan for the town, with an emphasis on developing an open space network—a series of connected spaces throughout the town to enhance the character of the town, provide desirable recreation opportunities for town residents, and provide a healthy living environment. As part of this work the Consultant shall identify important open space properties within the Town that are not formally protected from development that is incompatible with their function as important open space, as well as existing and future open space and recreational needs of town residents that are not being met. Action items and costs shall be developed to insure the development and protection of the properties constituting this future open space plan.

K. Agricultural Land Uses

The Town recognizes the relationship between rural character, preservation of open space, and agricultural uses. In short, the preservation and enhancement of sound agricultural land uses within the town is the most effective way to ensure preservation of rural character and open space within the Town. The Consultant shall access information available from the County Planning Department and Cooperative Extension on the location, nature, and economics of existing agricultural operations and properties within the Town. The consultant will work with local agricultural operators to identify strengths, challenges, and opportunities to strengthen the viability of agriculture in the Town as well as facilitate new agricultural ventures.

The Town has applied for funds from NYS Department of Agriculture and Markets to conduct an Agriculture Plan. Should this grant be provided, the scope of services for the grant shall be fully incorporated as an element to the Victor Comprehensive Plan.

L. Other special topic items

As stated previously, the Town anticipates that as the work of the Comprehensive Plan Committee progresses and public involvement in the process grows, additional special interest topics will develop. A number of these topics shall require the formation of focus groups and/or subcommittees to deal with. The Consultant shall, based on past experience and the demographics of the town, provide an estimate on the magnitude of such topics that the town may reasonably expect to develop. The Consultant shall suggest a logical scope of work and cost for dealing with the expected work load that shall be included in the lump sum cost proposal, a simple mechanism to track such expenditure of time and resources, and a method to alert the town in advance when the work effort may exceed what the Consultant estimated.

List of potential special issues:

- Methods for effectively utilizing undeveloped parkland...

M. Cost of Services Study

The Consultant will assemble financial data from the town, village, school district, utility districts, and county concerning assessed values and tax rates on local properties, and the cost of services provided for each of the following land use categories: Industrial, regional commercial, agricultural, local commercial, and residential. Factors such as the average number of school children per household will be used to calculate the cost of services delivered to each category. The Consultant will analyze the cost of providing municipal services to each land use category by ratio of the cost of services provided compared to each dollar in tax revenue generated from that land use category.

As the town explores recommendations for land use types, options for the character of future housing, and methods of land conservation, the Consultant shall analyze the potential differences in providing services to these various housing development patterns, such as (but not limited to): rural residential, typical subdivision type residential, traditional or neoclassic residential, conservation or clustered subdivision, and senior housing. The Consultant should anticipate needing to perform similar analyses on differing methods of industrial and commercial development as well.

N. Conceptual Future Land Use Map

The Consultant will work with the Committee in synthesizing a conceptual future land use map from the environmental, existing land use, and goal and objective statements of the plan. The map will depict desired future land uses based upon the character area categories developed in B. above, as well as new character area definitions developed in cooperation with the Comprehensive Plan Committee.

O. Recommendations and Implementation Action Items

Specific implementation recommendations, or Action Items, will be developed and incorporated in the plan. These may include, but not be limited to, such things as revising the zoning local law for a specific issue, revising the zoning map to be in concert with the conceptual future land use plan, establishing town policies on various items such as the incorporation of parks in subdivision design or in regard to the extension of public utilities, development and implementation of design guidelines for a particular town character area or corridor, etc. These action items shall be fully explained in the text of the plan, an estimate of duration and cost of implementation specified, potential funding sources to offset costs enumerated, and then

prioritized. The comprehensive plan shall include an implementation schedule based upon the priority order of the action items, their costs, and duration. Finally, the plan shall include recommendations for the periodic review of the implementation schedule and the need to update the Comprehensive Plan.

P. State Environmental Quality Review Act Compliance

The consultant shall draft a full environmental assessment form, including parts 1, 2, and 3, public hearing notices, resolutions stating intent to serve as lead agency, correspondence to involved and interested agencies requesting lead agency status and input on the determination of significance of the adoption of the Comprehensive Plan, resolution determining significance and findings by the lead agency, and a determination of significance form. The consultant should assume for scoping and pricing of proposed services that a coordinated review will be performed, and that a negative determination of significance will be issued. Should a positive determination of significance be issued, the town will negotiate a separate scope of work for the preparation of a draft and final environmental impact statement with the Consultant to be approved by contract amendment.

Q. Comprehensive Plan Committee/Town Board meetings

The consultant shall anticipate attendance to monthly meetings of the Victor Comprehensive Plan Committee (VCPC). The Consultant shall prepare monthly meeting agendas, agenda packages, and mailing of same to each committee member. These monthly mailings shall be reviewed with the Town's Project Manager before mailing, and shall be mailed no later than 1 week (7 calendar days) prior to the next meeting of the Comprehensive Plan Committee. The Consultant shall include at least 3 'update' presentations to the Victor Town Board in their pricing. The Consultant shall also include presentation of the draft report and attendance at public hearings on the plan before the Town Board.

R. Final Document.

The Consultant will prepare the final comprehensive plan document including an official map as defined in Section 270 of Town Law, future open space plan and map, and future conceptual land use map. Written approval by the Town of Victor Project Manager will be required before printing any draft or final document. Materials will be prepared in the following numbers and manner:

- 15 copies of DRAFT Final Report as adopted by the Town Comprehensive Plan Committee.
- 25 copies of Final Report as adopted by the Town Board.
- All materials to be available in a Microsoft Office format as well as Adobe Acrobat's portable document format (file type *.pdf), latest version. Photography and graphics shall be provided in digital format with the file name being descriptive of the subject matter and date.
- All project documents, including both the draft final report and the final report shall be provided by the Consultant on CD.
- All documents will be compiled so that they can be effectively printed in black and white.
- All products of the work of this project are the property of the Town of Victor.

SECTION THREE: SCHEDULE AND DETAILS

A. Project Schedule

The project will be completed 18 months from the date of contract execution. The consultant shall provide a detailed proposed project schedule, depicting each of the work scope items identified in Section Two herein, and important milestone dates.

B. Town Project Manager

The Project Manager for the Town of Victor shall be Kim Kinsella, Planning and Zoning Supervisor, Town of Victor. The Project manager shall be the Consultant's primary point of contact with the Town, and provide all monitoring and oversight of the contract on behalf of the Town.

C. Billing

All invoices shall specify the name and title of consultant staff providing services, and details as to the services provided. Further, each billing shall be referenced to the specific work scope item identified in Section Two herein and shall include a calculation of the percentage of completion of such item.

Billings shall be submitted no more often than monthly. Bills shall be submitted in triplicate to the Town's Project Manager. Bills submitted prior to the 1st day of the month shall be reviewed by the Project Manager and if deemed proper and acceptable, shall be paid by the end of the subsequent month.

D. Ontario County Data

Ontario County will provide the following digital data in ESRI ArcGIS format or MS Word/Excel on CD upon execution of a data sharing agreement between the County and the chosen Consultant:

- Street centerlines
- Accident inventory from Ontario County Data Base
- Municipal boundaries
- 1:400 drainage features (Ponds and linear drainage features).
- DEC wetlands and National Wetland Inventory wetlands
- FEMA Q3 data 100 year flood zone
- Zoning
- Agricultural districts
- 1:24,000 USGS and NYS DOT Digital Raster Graphics
- USGS 10 meter digital elevation models
- Aerial photography:
 - Digital orthographic quarter quad. 2005 (infra red)
 - NYS digital orthographic photography 2002 & 2006
- Soils (partial coverage)
- Natural Heritage classifications (woodlots)
- Economic Development Zones
- Real Property Tax Parcel polygons and Tax Roll Data
- 2000 census block, block group and tracts.

NOTES: 1. All GIS data will be delivered to the consultant in NY State Plane – NAD83 – NY-C. The projection of raster imagery may vary depending on source. 2. The requisite data sharing agreement required between the County and the chosen Consultant shall contain terms that specify that all data that is produced by Ontario County, such as but not limited to tax parcel shapefiles and tax assessment data, shall remain the property of the County of Ontario and may not be resold, reproduced, or redistributed in any form outside of the purposes contemplated in this RFP without the express written permission of the County of Ontario.

E. Town of Victor Data

The Town will provide copies of regulations, ordinances, maps, etc, information regarding infrastructure, and any other studies relevant to the project.

Prospective consultants are encouraged to review and familiarize themselves with the Town of Victor Strategic Plan. Many of the issues and work scope topic areas included herein were developed as a result of the strategic planning effort.

The Town's Strategic Plan may be reviewed on the World Wide Web at the following web address: <http://www.victorny.org/government/strategicplan/and>

F. Data and plan ownership

The Town of Victor shall own all the drafts, final plans, computer based data, and associated products produced by the Consultant in regard to this project. The Consultant may keep copies of said materials for their own use.

G. Insurance

Schedule B of the standard form of Contract between the Town and a Consultant as found in Appendix A hereto specifies the minimum insurance requirements of the Town. Failure to provide proof of insurance meeting the minimum requirements specified therein shall constitute cause for non-consideration of a proposal.

H. Minutes

The Town of Victor shall provide a secretary to record minutes and prepare notice for monthly Comprehensive Plan Committee meetings, and at any additional Public meetings held. The Consultant shall be responsible for preparing minutes of any focus group meetings held. Such focus group meeting minutes shall be distributed to the Comprehensive Plan Committee members in the agenda packet mailing for their next meeting upon approval of the minutes by the Town Project Manager.

SECTION FOUR: FORM OF PROPOSAL

The Consultant's submission is to include both a technical proposal and a price proposal. It should be detailed and concise. Boilerplate and glossy promotional materials are discouraged although they may be submitted under separate cover. Include only materials that speak to the task at hand with this proposal.

- A. **TECHNICAL PROPOSAL:** Each submission shall be made both on paper in a single bound document not to exceed 12 pages in length, and on CD in Adobe Acrobat's portable document file format (*.pdf).
1. **Cover Sheet** – Include the complete legal name of the Proposer(s), the location of the office which will have responsibility for the services to be provided, and the name, address, telephone and facsimile number of the key representative who is knowledgeable about the proposal.
 2. **Consultant Firm:** Briefly describe the firm submitting the proposal, including: full business name, Legal status (corporate, partnership or sole proprietor), number and type of employees, specialties, and longevity.
 3. **Project Personnel Qualifications:** List any specialties and or strengths that make the Consultant Firm and the personnel assigned to this project uniquely suited to the task of creating a Comprehensive Plan for the Town of Victor. Provide an organizational chart of the employees proposed to work on this project, including the Consultant's Project Manager, who shall be the Town's main point of contact with the consultant. List each individual's relevant project experience. Note, it is very important to provide information concerning individual's previous experience with similar tasks and responsibilities as they are proposed to be performing in this project.
 4. **Reference Projects:** List similar projects and specific personnel who worked on them from the Consultant Firm that are proposed to work on this project. Include past project's name and client, year completed, dollar amount and telephone number of a contact person at the entity the work was performed for that possesses direct knowledge of the referenced project. It is very important to include project management experience for the proposed project manager.
 5. **Methods and Work Schedule:** Provide a detailed description of the consultant's proposed approach, scope of services, and timeline. Proposals may include alternative 'additional' work items the consultant proposes as meritorious of being considered in the best interest of the town. Such alternative work items shall be clearly labeled as such, fully described, including a justification. A project schedule shall be included in the proposal detailing the start, duration, and end date for each task, including any alternative work items.
 6. **Required Forms:** In this section shall be included proof of insurance (ACORD & other forms as specified in Schedule 'B' of the standard consultant agreement included in Appendix A herein), and executed copies of the following forms found in Appendix B: non-collusive certification and indemnification agreement. Please ensure that one copy of the proposal is marked 'ORIGINAL' and contains signed originals of these required forms (except for insurance).

B. PRICE PROPOSAL

1. The cover page from Appendix B herein shall be fully completed and shall include:
 - a. Name and mailing address of the prospective consultant.
 - b. Lump sum/not-to-exceed price for the work scope items specified in section 2, including reimbursables. A lump sum amount shall be specified for completion of the entire project as specified herein. It shall not include pricing of any additional work items proposed by the consultant. It shall be the sum of items c. & d. below.
 - c. Individual Work Scope Item pricing: A separate price for each separate work scope item identified in Section Two herein shall be specified.
 - d. Reimbursable expenses: Shall be included within the lump sum price.
 - e. Additional lines shall specify each proposed alternative work item and its separate lump sum/not-to-exceed price.
 - f. A signature block containing the signature, typed name, and title of an officer of the corporation.
2. Detail pages after the cover page shall include:
 - a. Individual Work Scope Item pricing: Individual work scope item price shall include a list of staff and hours estimated to complete each task.
 - b. Reimbursable expenses: A total, not-to-exceed dollar value for any reimbursable expenses associated with each individual work scope item must be specified. A rate for each type of expense, such as mileage, printing expenses, etc. must be specified.
 - c. Alternative work items: The cost proposal may include a list of alternative work items listed as an additional expense. Each additional work item shall be clearly identified and related to the full description provided in the consultant's technical proposal. Such alternative work item price shall include a list of staff and hours estimated to complete each work item.
3. One original and nine (9) copies of the cost proposal shall be submitted in a separate sealed envelope. The cost proposal shall not be bound into or included in the technical proposal. The sealed envelope shall be clearly marked on the outside with the name of the firm submitting and the words: Comprehensive Plan Consultant Price Proposal."

C. SUBMISSION OF PROPOSAL

1. Number of copies: One original and nine copies of the technical proposal and one copy of the technical proposal on Compact Disk (CD) shall be submitted to the town in a sealed envelope or carton. The outside of the envelope or carton shall be clearly marked as to the name of the firm submitting and the words: "Comprehensive Plan Consultant Proposal." In a separate sealed envelope one original and nine copies of the cost proposal shall be provided.

2. Submission deadline: Proposals must be delivered no later than 5:00pm March 27, 2008 as follows: Kim Kinsella, Planning and Zoning Supervisor, Town of Victor, Town of Victor, 85 East Main St, Victor, NY 14564

3. All questions regarding the RFP shall be submitted in writing to Kim Kinsella, Planning and Zoning Supervisor, at the above address or via email kakinsella@town-victor-ny.us . The Town of Victor reserves the right to reject any or all proposals.

SECTION FIVE: PROPOSAL EVALUATION AND CONSULTANT SELECTION

The written Proposals shall be evaluated by the Town Comprehensive Plan Consultant Selection Committee in the following areas, listed in order of importance (adjacent items may be weighted identically):

- Completeness and overall Quality of the Proposal
- Consultant Firm's relevant Experience, and that of the Individuals proposed to perform the Work.
- Project Team Experience, both with each other and in working on similar projects
- Cost
- Management/Organization of the firm, and/or the Consultant Team
- Schedule
- Coordination with the Town Comprehensive Plan Committee, Project Manager, and Town Board.
- Insurance
- Organization and format of proposal

The Comprehensive Plan Consultant Selection Committee shall select one or more firms to be interviewed.

Interviews shall be conducted during the week of March 31-April 4, 2008. Each interview will be approximately 45 minutes in length, and consist of a presentation by the prospective consultant of no more than 20 minutes. It is strongly encouraged that such presentations focus on the prospective consultant's approach to this project and relevant examples of similar project approaches. A main participant in the interview must be the consultant's proposed project manager.

At the conclusion of the interview process, the Comprehensive Plan Consultant Selection Committee will make a recommendation to the Town Board. The selected consultant shall be required to sign the Town's standard form of Consultant Contract as found in Appendix A herein upon recommendation to the Town Board. Failure to sign and properly execute said standard form of contract shall be grounds for non-consideration of the proposal by the Town.

APPENDIX A

**TOWN OF VICTOR STANDARD FORM
OF CONSULTANT CONTRACT**

SECOND: For the services rendered pursuant to Paragraph "FIRST", the Consultant shall be paid a fee not to exceed _____ Dollars (\$_____), as provided in Schedule "A".

Any and all requests for payment to be made, including any request for partial payment made in proportion to the work completed, shall be submitted by the Consultant on properly executed claim forms of the Town and paid only after approval by the Town. In the event that the next succeeding paragraph has been marked to indicate that retainage is required, all payments shall be subject to a 10% retainage which shall be held by the Town until released upon completion of each project phase as provided herein. In no event shall final payment or release of retainage be made to the Consultant prior to completion of all services, the submission of reports and the approval of same by the Town.

Retainage Required: NONE Yes
 No

Except as otherwise expressly stated in this Agreement, no payment shall be made by the Town to the Consultant for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the Town may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Town will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph "SECOND", but the Town shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Consultant to cooperate with such audit. The Town shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

THIRD: The term of this Agreement shall commence immediately and shall terminate in accordance with the schedule contained within schedule "A" as measured from the actual start of work , except as extended by the Town in writing.

FOURTH: The Consultant shall issue progress reports to the Town as the Town may direct and shall immediately inform the Town in writing of any cause for delay in the performance of its obligations under this Agreement.

FIFTH: The Town, upon thirty (30) days notice to the Consultant, may terminate this Agreement in whole or in part when the Town deems it to be in its best interest. In such event, the Consultant shall be compensated and the Town shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

In the event of a dispute as to the value of the services rendered by the Consultant prior to the date of termination, it is understood and agreed that the Town shall determine the value of such services rendered by the Consultant. Such reasonable and good faith determination shall be accepted by the Consultant as final.

In the event the Town determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for five (5) days after service on the Consultant of written notice thereof, the Town, in addition to any other right or remedy it might have, may terminate this agreement and the Town shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Notice hereunder shall be effective on the date of mailing.

SIXTH: All original records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and

all similar recorded data, shall become and remain the property of the Town. The Consultant may retain copies of such records for its own use.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the Town is void. The Consultant shall not subcontract any part of the work without the prior written consent of the Town. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Consultant.

EIGHTH: The Consultant agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Consultant represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the Town may be entitled or any civil or criminal penalty to which any violator may be liable, the Town shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

NINTH: The Consultant expressly understands and agrees that the Consultant is and shall in all respects be considered an independent contractor. The Consultant, its employees,

partners, associates, subcontractors, sub-consultants and any others employed by the Consultant to render services hereunder, are not and shall not hold themselves out nor claim to be an officer or employee of the Town, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. The Consultant shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to the Consultant as an employer of labor or otherwise. The Consultant shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors, subconsultants and other employed by the Consultant to render the services hereunder.

TENTH: The Consultant expressly agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; and

(b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and

(c) that there may be deducted from the amount payable to the contractor by the Town under this Agreement a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and

(d) that this Agreement may be cancelled or terminated by the Town, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.

Whenever the term contractor appears in this paragraph it shall be deemed to read Consultant.

ELEVENTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "B", attached hereto and made a part hereof, the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, the Consultant shall indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in Paragraph (a) and to bear all other costs and expenses related thereto.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

Town of Victor
Attention: Town Clerk
85 East Main Street
Victor, NY 14564

To the Consultant:

_____, Inc.
Attention: _____

_____, New York _____

THIRTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

FOURTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the Town of Victor.

FIFTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, The Town of Victor and the Consultant have executed this Agreement in triplicate.

THE TOWN OF VICTOR

By _____
Leslie Bamann, Victor Town Supervisor

THE CONSULTANT:

By _____

Authorized by the Town Board of the Town of Victor on the _____ day of _____, _____, pursuant to Resolution No. _____-_____.

ACKNOWLEDGMENT
Corporation with Board of Directors

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On this _____ day of _____, _____, before me personally came _____, to me known, and known to me to be the _____ of _____ who, executed the within instrument, and who being by me duly sworn did depose and say that he/she resides at _____, and that he/she is the _____ of _____ said _____, and knows the corporate seal of the said Corporation and that the seal affixed to the within instrument is such seal and that it was so affixed by order of the Board of Directors of said _____, and that he/she signed his/her name thereto by like order and, if operating under any trade name, that the certificate required by New York State General Business Law Section 130 has been filed with the Secretary of State and the State of New York.

Notary Public

CERTIFICATE OF AUTHORITY
For Corporation with Board of Directors

I, _____ certify that I am the _____ of _____, a corporation duly organized and in good standing named in the foregoing agreement; that _____ who signed said Agreement on behalf of the Corporation, was, at the time of execution _____ of the Corporation and I further certify that said Agreement was duly signed for and in behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized, and that such Authority is in full force and effect at the date hereof.

(Signature)

On this _____ day of _____, _____, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____ of _____, the corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____ resides at _____, and that he/she is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the above certificate is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public _____ County

Schedule "B"

Insurance Form

Instructions for Town of Victor Standard Insurance Certificate

- I. Insurance shall be procured and certificate delivered prior to standing committee approval or issuance of purchase order.

- II. CERTIFICATES OF INSURANCE
 - A. "Certificate Holder" shall be made out to the "Town of Victor, 85 East Main St, Victor, NY 14564"
 - B. Coverage must comply with all specifications of the contract.
 - C. Executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York.
 - D. The Certificate must indicate that prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the Town of Victor and the Town Department requesting this Certificate, before such change shall be effective.

- III. Forward the completed certificate to: Town of Victor, (Department or Division) responsible for entering into the agreement for construction, purchase or lease or service.

- IV. The vendor shall supply an Acord Certificate of Insurance for vendor classification C. The following two pages are a sample of the required Insurance Acord and details of the required forms for Workers' Compensation and Disability according to Sections 57 and 220 subd. 8 of the Workers' Compensation Law. (The Acord Certificate, Workers' Compensation and Disability forms must all be on file with the Town before any payments can be made)

- V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the following standards.

Exhibit D
Professional Services

ACORD™	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY)
PRODUCER <p align="center">(Name of Agent)</p>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE	
INSURED <p align="center">(Professional)</p>	INSURER A: Insurance Company INSURER B: Insurance Company INSURER C: INSURER D: INSURER E:	

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR	(Policy Number)	(Date)	(Date)	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJEC T LOC				
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	(Policy Number)	(Date)	(Date)	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	SAMPLE			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER LIABILITY				WC STATU-TORY LIMITS OTH-ER \$ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	OTHER Professional Liability	(Policy Number)	(Date)	(Date)	\$1,000,000 Limit
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Project Name/or Services to be provided					

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
	<p align="center">Ontario Town 85 East Main St Victor, NY 14564</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES</p>	

WORKERS' COMPENSATION REQUIREMENTS UNDER WCL §57

To comply with coverage provisions of the Workers' Compensation Law, businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing Section 57 of the Workers' Compensation Law, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

- A) WC/DB-100, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; **OR**
WC/DB-101, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; **OR**
(Affidavits must be stamped as received by the NYS Workers' Compensation Board)
Forms WC/DB-100 and WC/DB-101 are available on the Board's website, www.wcb.state.ny.us, under the heading "Common Forms Online." They may also be obtained by writing or visiting any District Office of the Workers' Compensation Board.
- B) C-105.2 -- Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the government entity upon request).

DISABILITY BENEFITS REQUIREMENTS UNDER WCL §220 SUBD 8

To comply with coverage provisions of the Disability Benefits Law, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured.

Accordingly, to assist State and municipal entities in enforcing Section 220 Subd. 8 of the Disability Benefits Law, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the entity issuing the permit or entering into a contract:

- A) WC/DB-100, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; **OR**

WC/DB-101, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; **OR**

(Affidavits must be stamped as received by the NYS Workers' Compensation Board)

Forms WC/DB-100 and WC/DB-101 are available on the Board's website, www.wcb.state.ny.us, under the heading "Common Forms Online." They may also be obtained by writing or visiting any District Office of the Workers' Compensation Board.

B) Either the DB-120.1 -- Certificate of Disability Benefits Insurance **OR** the DB-820/829 Certificate/Cancellation of Insurance (the business' insurance carrier will send one of these forms to the government entity upon request); **OR**

C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

Vendor Classification	A Construction & Maintenance	B Purchase or Lease of Merchandise or Equipment	C Consultant Services	D Professional Services	E Property Leased to Others or Use of Facilities or Grounds	F Transportation Services	G All Purposes Public Entity Contracts
Commercial General Liability							
Each Occurrence	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Fire Damage	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
General Aggregate	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Product Comp/Op	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Personal & Adv. Injury			\$ 1,000,000.00	\$ 1,000,000.00			
Auto Liability	\$1,000,000 CSL	***	***	***	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Hired	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Non-Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Workers Compensation & Disability Benefit	See Below	See Below	See Below	See Below	See Below	See Below	
Professional Liability				\$1,000,000.00			
Town of Victor to be named Add'l Insd On	GL-AL		GL	GL-AL	GL-AL	GL-AL	GL-AL

Note: Workers Compensation & Disability Benefits required by sections 57 and 220 Subd. 8 of the Workers Compensation Law must be completed and returned with the Insurance ACORD. These forms are available on-line at

(***) If a vehicle is used in the execution of the contract, the Consultant/Professional shall provide evidence of Auto Liability Coverage of \$1,000,000 Combined Single Limit

APPENDIX B

REQUIRED PROPOSAL SUBMISSION FORMS

**THE FORMS ON THE FOLLOWING PAGES
MUST BE INCLUDED IN EACH PROPOSAL
ONE PROPOSAL MUST BE MARKED
'ORIGINAL'
AND INCLUDE ALL ORIGINAL SIGNED
FORMS**

COST PROPOSAL COVER SHEET

TECHNICAL AND COST PROPOSALS to be received by **5:00 PM** prevailing time **Monday, MONTH DAY, 2008**, at the office of the Town of Victor Planning and Zoning Coordinator, 85 East Main St., Victor, NY 14564.

Technical Proposals must be submitted in a sealed envelope or box plainly marked as to its contents and the name of the firm submitting. Required is (1) original proposal and (9) copies.

Cost proposals must be submitted in a separate sealed envelope plainly marked as to its contents and the name of the firm submitting. Required is (1) original cost proposal and (9) copies

Proposals must contain a statement of non-collusion as required by Section 103-d of the General Municipal Law. **The Town reserves the right to reject any or all proposals.**

The undersigned proposes to furnish the following services, in accordance with the Request for Proposal for the preparation of a Town of Victor Comprehensive Plan to the Town of Victor at the price(s) shown. All prices are to include no taxes.

Work Scope	PRICE in Numbers	PRICE IN WORDS
A.		
B.		
C.		
D.		
E.		
F.		
G.		
H.		
I.		
J.		
K.		
L.		
M.		
N.		
O.		
P.		
Q.		
R.		
TOTAL (must be sum of A. through R. above):		

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

BY: _____
Signature of Representative of Firm or Corporation (blue or other non-black ink)

BY: _____
Above Signatory Name PRINTED

FEDERAL OR TAX ID # _____

NOTE: By signing and submitting this Proposal for consideration by the Victor Town Board the Consultant acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation, exception or alteration.

NON-COLLUSIVE CERTIFICATION

By submission of this RFP, each vendor and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
- 3) No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NAME OF FIRM: _____

Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

Signature of Representative of Firm or Corporation (blue or other non-black ink)

DATED: _____

INDEMNIFICATION AGREEMENT

The Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, the Consultant agrees to indemnify and hold harmless the Town of Victor, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

AUTHORIZED SIGNATURE

DATE

NOTARY PUBLIC

DATE