

Request for Proposal Architectural/ Engineering Services 2020 Building Conditions Survey

INTRODUCTION

A. GENERAL INFORMATION

The **Town of Rochester Town Board**, hereinafter referred to as “the Town”, is requesting a cost per square foot proposal from **qualified firms** to complete a **Building Conditions Survey (BCS) and develop a Five-Year Capital Facilities Plan**.

There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request for proposal.

To be considered for this work, each firm must submit six (6) printed copies and one (1) electronic media copy of a proposal to:

Kathleen Gundberg, Town of Rochester Town Clerk, PO Box 65, 50 Scenic Road, Accord, NY 12404 by September 1, 2020 at 2:00 pm.

All proposals will be date and time stamped with the official time upon receipt. Proposals received after the submittal deadline shall be rejected. The Town is not responsible for lateness of mail, carrier, etc. and the date/time stamp shall be utilized, in all cases to determine the official time of receipt.

The Town reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated individually by the Town.

During the evaluation process, the Town reserves the right, where it may serve the Town’s best interest, to request additional information and clarifications from proposers, or to allow corrections of errors or omissions. Any such information given, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever.

At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process at a time to be determined by the Town.

The Town reserves the right to negotiate with any and all proposers regarding the information which is requested in this RFP. Each proposer must provide all information as requested to be considered and may be disqualified for failure to submit any required attachment / exhibit, or for submitting incomplete or non-responsive information, exhibits or attachments. Any such negotiations will occur subsequent to review and certification of proposals as fully complete and responsive.

The Town reserves the right to reject or accept any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional proposals which, in the opinion of the Town Board, will be in the Town's best interest.

Any factual information contained in this RFP is for informational purposes only and is subject to independent verification by the respondent.

B. Inventory of Buildings

The **Town** currently has **14** buildings located at **6** addresses in Accord and Kerhonkson, Ulster County, New York. The address and approximate gross building area of each of the buildings in this project is as follows:

50 Scenic Road, Accord, NY

Town Hall – 2816 sq ft
Highway Garage – 10,106 sq ft (includes walkup storage)
Highway Salt Shed – 4800 sq ft
Dog Kennel – 192 sq ft
Park Pavilion – 1040 sq ft.
Playground/Park Area

15 Tobacco Road, Accord, NY

Harold Lipton Community Center - 3600 + food pantry sq ft
Community Center Barn - 6000 sq ft (2 story)

16 Granite Road, Accord, NY

Highway Storage Barn - 1200 sq ft

100 Airport Road, Accord, NY

Transfer Station Office – 160 sq ft
Transfer Station Storage Garage – 1500 sq ft
Transfer Station Pavilion – 1344 sq ft

140 Samsonville Road, Kerhonkson, NY

Justice Court – 2540 sq ft
Justice Court Annex – 1344 sq ft

186 Palentown Road, Kerhonkson, NY

Palentown Schoolhouse – 600 sq ft
(Listed on National Register)

C. TERM OF ENGAGEMENT

A contract will be entered into between the Town and the awarded firm to provide the services outlined in this Request for Proposal. Final award of any contract will be made by the Town Board.

PART 1 - CONSULTANT RESPONSIBILITIES

1.01 Building Condition Survey (BCS)

The Consultant will perform all physical inspections required to complete the survey, which shall be conducted by a team that includes one licensed architect and/or engineer.

The survey shall include, but not be limited to, a list of all program spaces and an inspection of the following building system components for evidence of movement, deterioration, structural failure, probable useful life, need for repair and maintenance and need for replacement: Please note, this is a generalized list and some items may not apply to all buildings.

- A. The building site, including infrastructure, traffic access, utilities, parking, paving
- B. Roofing
- C. Exterior elements of the building, including roof, walls, doors, and windows
- D. Building structural elements
- E. Building interiors including finishes, doors and hardware
- F. Electrical systems, including service and distribution, lighting, infrastructure and cabling
- G. Plumbing, including water distribution system, drainage system, wastewater and septic systems, and fixtures
- H. Heating, ventilation and cooling systems, including boilers, furnaces terminal units, exhaust fans, and control systems
- I. Air conditioning systems, including refrigeration, terminal units and control systems
- J. Special construction, including stairways, and railings,
- K. Fire protection and security systems
- L. Environmental features, including appearance, cleanliness, acoustics, lighting quality, thermal comfort, humidity, ventilation and space adequacy

1.02 Five Year Capital Improvement Program

The work for each item at each building must be prioritized over a five-year period. Each of the five years is to indicate the amount and scope of work proposed for that year. Ideally, the total amount of work proposed per year for each of the five years will be as close to uniform as possible.

- A. Using the work identified in the Building Condition Survey, coordinate, analyze, and prioritize the existing individual building facility infrastructure and building program needs.
- B. Organize and prioritize the existing building needs and new facility needs on a Town wide basis.
- C. Develop a five-year plan to identify and prioritize work to be accomplished.
- D. Estimate expenses for the individual building needs (major repairs, replacement or repair of major systems, alterations, reconstructions, additions, new construction) for inclusion in the appropriate year's priority work within the plan.

- E. Provide a summary of estimated expenses
- F. Provide the plan to include the following sections,
 - 1. Executive Summary
 - 2. Building Inventory, including a Facility Report Card, for each building
 - 3. Town wide Analysis and Prioritization
 - 4. Estimated Expenses, categorized by building, address, and in summary form
 - 5. Summary

1.03 Presentations and Meetings

The Consultant will be required to present BCS findings and other material to the Town. The Consultant will attend meetings (maximum of two) with the Town’s administrators and Board in order to present the BCS findings and other material. These meetings will be coordinated with the Consultant and scheduled by the Town.

1.04 Code Violations

If encountered during this work, any violation of the New York State Uniform Fire Prevention and Building Code (9NYCRR Parts 600 through 1250) or of this part shall be brought to the immediate attention of the Town for correction.

1.05 Additional Professional Services

Additional services shall be provided if authorized and confirmed in writing by the Town, in addition to the compensation for services outside the scope of 1.01 through 1.04, only as provided in a duly authorized written amendment to this agreement signed by the authorized representative of each party.

1.06 Deliverables

All deliverables are to be transmitted in hardcopy and electronically in an acceptable form, in the programs with which they were created. The Consultant will be required to provide all data and reports to Town in an electronic format. The documents, plans, reports, photographs and other data are to become the property of the Town.

PART 2 - GENERAL SUBMISSION REQUIREMENTS

2.01 Issuing Office

All submittals must be delivered in **hard copy form** (no faxes or e-mails) to:

**Kathleen Gundberg, Town Clerk
Town of Rochester
PO Box 65
50 Scenic Road
Accord, NY 12404**

All envelopes shall be clearly marked “Building Conditions Proposal”

No oral, telegraphic, telephonic, electronic or faxed proposal will be considered.

2.02 RFP Contact Person

Interested firms shall e-mail mbaden@townofrochester.ny.gov any questions or requests for clarification of any ambiguity or correction of any inconsistency or error in the documents, no later than August 20, 2020. The Town will respond either through email or if necessary, a written addendum to the RFP shall be prepared and provided to all participating firms. Only written addenda from Town shall be binding.

2.03 RFP/Contract Award Anticipated Timetable (tentative)

Release of RFP	August 10, 2020
RFP Due Date:	September 1, 2020
Oral Presentations (<i>tentative</i>):	September 9, 2020
Anticipated Town Board Approval Date:	September 17, 2020

NOTE: The above dates are for informational purposes only. Efforts will be made to adhere to the above schedule; however, the Town reserves the right to alter or change these dates.

PART 3 – SELECTION PROCESS

3.01 Response Evaluation Criteria

The Town intends to enter into a contract with the consulting organization that in the Town's opinion best meets the responsiveness and price criteria described below. However, this RFP does not commit the Town to select or enter into a contract with any organization, and Town reserves the right to reject any and all proposals. The Town Board will review and evaluate proposals.

3.02 Evaluation of Responsiveness

The Town will utilize a "Best Value" system point ranking system to aid in the evaluation process.

The Town reserves the right to use its discretion to eliminate proposals deemed unacceptable.

It will separately determine how well proposals satisfy the RFP objectives in terms of responsiveness, and we will rank proposals, without consideration of price, using a point ranking system (unless otherwise specified). The Town will consider references in this portion of the evaluation.

The Town will determine whether any failure to supply information, or the quality of information, will result in rejection or downgrading a proposal. Consultants who do not rank sufficiently high need not be considered for price evaluation and selection. Consultants whose proposals meet minimum responsiveness requirements will be eligible for further consideration.

3.03 Evaluation of compliance

The Town Board will determine whether the proposals comply with this RFP and will reject late proposals.

Failure to meet the requirements will affect the evaluation and may result in rejection.

3.04 Final consideration will be derived by the evaluation of the following criteria:

A. Responsiveness – 60% of weighted value

The maximum number of points for responsiveness is 75.

Consultants who receive less than 50 responsiveness points will not be considered for price evaluation and selection.

Responsiveness

Demonstration of personnel availability and proposed response time will be required. A single point of immediate contact at the Principal level and a Project Manager must be established and highlighted in the proposal. These may be the same individual.

1. Experience and Qualifications of the Firm – 25 Points

Demonstration of prior successful and relevant work experience of the

proposer will be required. At a minimum, five (5) references from other municipalities or other public agencies or schools are to be included; two of which should be less than three (3) years old. The depth and variety of the firm's disciplines and management of its work force organization by task will be evaluated.

2. Experience and Qualifications of Individuals, Team – 25 points

Include the titles and resumes of each person that will be assigned to the contract. Please also indicate if any of these functions will be subcontracted. The resumes are to indicate employment history, education, professional licenses and experience directly related to this work.

Professional references must be furnished if requested.

3. Quality of Proposal/Compliance with specifications of the RFP – 25 points

B. Compensation Schedule - 40% of weighted value

Provide a fixed price for the specific work and / or additional services as indicated.

Evaluation of Price

The Town will rank prices on a relative basis. The maximum number of price points is 50.

The Town will determine price points for a proposal using the following formula:

Maximum price points X lowest price / bidder's price = price points

The Town will calculate prices based upon the bidder's estimated hours and applicable labor rates. When a proposal includes a range of hours, we will use the highest number in that range.

The Town reserves the right to disqualify proposals having prices that appear unrealistic or significantly understated for the services offered.

C. Evaluation Score

The maximum values of 75 and 50 points approximately represent a 60/40 ratio between responsiveness and price.

The maximum number of combined responsiveness and price points is 125.

D. Alternate Evaluation

If Town receives three or fewer proposals, it may evaluate them using a simple comparative analysis of the elements of responsiveness and price instead of the announced method of evaluation.

3.05 Oral Presentations

In addition to interviews, the Proposers may be requested to make an oral presentation. Proposers unable or unwilling to make a presentation may be removed from consideration, at the sole discretion of the Town.

PART 4 – PROPOSAL FORMAT

4.01 PROPOSAL SUBMISSION REQUIREMENTS

The following material is required for the proposing firm to be considered

Please submit six (6) copies of the following

:

A. General Proposal format to be presented.

1. A letter of transmittal/introduction introducing the firm by describing its origin, current ownership and management, and must include an executive summary of the firm's qualifications. It is to be signed by the person authorized to bind the Proposer contractually.
2. Name, title, telephone & fax numbers, and e-mail addresses of the person to be contacted regarding the content of the Proposal.
3. Legal organizational name and address of the Proposer.
4. Legal organizational name and address of sub-consultants which may be used by the Proposer for this project.
5. Information addressing each of the Part 3 evaluation criteria.
6. Part 5 "Compensation Proposal" – Provide document which indicates proposed compensation
7. Attachment – Proposal Certification
8. Attachment – Non-Collusive Statement

**FAILURE TO PROVIDE A NON-COLLUSIVE STATEMENT
OR PROPOSAL CERTIFICATION
WILL RESULT IN NON-CONSIDERATION OF A PROPOSAL**

B. References and Experience

For the experience listed, include details of experience with projects similar in size and complexity to the project described in this RFP and provide the following information:

Agency/Owner, Name and Location of Project, Services Provided, Dates, Project Budget Amounts and Contact Name and Telephone Number.

C. Personnel

Include complete staff names and resumes of personnel who will be assigned to this project. Identify the Primary contact for the project

D. Specific Project Approach

Provide a detailed description of the services the firm can provide during various phases of the project and individuals who will be involved. Indicate in-house and sub-consultant arrangements. Demonstrate understanding of the scope of services required and the approach the firm would use to achieve the Town's objectives.

E. Additional Services Approach

Provide a detailed description of any additional services the firm can provide related to services that would be considered, which go beyond the base requirements of this RFP. Indicate in-house and sub-consultant arrangement

F. Confidential Information

The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial or other data and information that constitute trade secrets that, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. If a respondent believes that any information contained in its applications qualifies for an exception to the Freedom of Information Law (FOIL), it must indicate which information in the application should be exempted from the Act and clearly state the grounds for the exception.

PART 5 – COMPENSATION PROPOSAL

5.01 COMPENSATION

For the work described in **PART 1 – CONSULTANT’S RESPONSIBILITIES** the compensation shall be issued on a **Cost-Per Square Footage Basis**. All printing required in the various Phases is to be included as part of the Consultant’s overhead and built into the Square Foot Cost.

Price is “**All Inclusive**”. There are no additional charges allowed under this contract except for items noted in Section 5.03 and 5.04. Prior written authorization is required for any and all work outside the scope of this agreement.

5.02 COMPENSATION FOR ADDITIONAL SERVICES

For additional services of the Consultant, beyond the scope of work described herein, the Consultant shall be compensated per negotiated lump sum or by time and material basis as per the discretion of Town.

5.03 HOURLY PAYMENT RATES FOR VARIOUS TITLES

Include hourly rates for time and material work beyond the original scope of the work.

5.04 REIMBURSABLES

Unless indicated otherwise, all extraneous expense, such as additional printing or increase in deliverables beyond that listed as contract requirements, incurred by the Consultant that are directly and solely required to complete the work in this proposal or additional work at the direction of Town represented in this RFP will be reimbursed. Original receipts are required to receive reimbursement. Travel, lodging, meals and other personal costs are considered to be incidental to the contract and are not reimbursable.

PART 6 – AGREEMENT FOR SERVICES

6.01 AGREEMENT

The Consultant will be required to enter into an agreement with the Town based upon this document.

6.02 INSURANCE

A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the architect/engineer hereby agrees to effectuate the naming of the Town as an additional insured on the architect/engineer's insurance policies, with the exception of workers' compensation, NY State Disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract

B. The Town shall be listed as an additional insured.
The architect/engineer agrees to indemnify the Town for any applicable deductibles.

The policy naming the Town as an additional insured shall:

1. Be an insurance policy from an A.M. Best rated "Secure" insurer, authorized to conduct business in New York State.
2. State that the architect/engineer's coverage shall be primary coverage for the Town, its Board, employees and volunteers

C. Required Insurance:

1. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
2. **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
3. **Automobile liability**
\$1,000,000 per occurrence
4. **Architect/Engineer Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the architect/engineer performed under the contract for the Town. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
5. **Excess Insurance**
On a "Follow-Form" basis, with limits of \$5,000,000 each occurrence and aggregate.

Company Name

Authorized Signature

Address

Phone

Fax

Contact Name

Email Address

PLEASE ACKNOWLEDGE RECEIPT OF THIS RFP VIA E-MAIL TO:

Kathleen Gundberg: kgundberg@townofrochester.ny.gov
Michael Baden mbaden@townofrochester.ny.gov

All questions and comments pertaining to this RFP must be submitted in writing via e-mail on or before August 20, 2020 to the attention of:
Michael Baden mbaden@townofrochester.ny.gov

Questions, comments and replies will be communicated to all proposers through e-mail, thus keeping everyone equally informed.

Acknowledging receipt of this RFP via e-mail allows Town to have a current e-mail address for all proposers. Failure to acknowledge the RFP will exclude you from all communication pertaining to this RFP.

The Town shall not be held responsible for the completeness or accuracy of any RFP documents received by a vendor that were not directly issued to that vendor by the Town Clerk.

Any firm submitting a proposal in response to the RFP based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Town Clerk.

It is **HIGHLY** suggested that all vendors interested in participating in this RFP, contact the Town Clerk directly at the above e-mail address to assure they have received the most accurate and up to date material concerning this contract.

The Town does not offer or supply anyone the list of people that have obtained a copy of these RFP specifications or cost estimates for the project prior to the opening of the RFP.

NO EXCEPTIONS ARE MADE TO THIS POLICY.

Bid Item _____

Date of Issue: _____

NON- COLLUSIVE BIDDING CERTIFICATION

In accordance with the provisions of section 103-d of the General Municipal Law as amended, the following "Non-Collusive Bidding Certification" is and shall become a part of this proposal: A. By submission certifies, and, in the case of a joint bid, each party there to certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief; 1.the prices in this bid 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 bidder or with any competitor; 2.unless otherwise required by law, the prices which been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to openings, directly or indirectly, to any other bidder or to any competitor; 3.no attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restriction of competition.

In accordance with the provisions of section 103-a of the General Municipal Law the following clause is hereby inserted to provide;

" That upon refusal of a person, when called before a grand jury to testify concerning any transaction or contract with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, A. such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from there-after selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that B. any and all contracts made with any municipal corporation or any public department, agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation or terminated by the member, partner, director, or officer may be cancelled or terminated by the municipal corporation with out incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."