

TOWN OF ROCHESTER

50 Scenic Drive • P.O. Box 65 • Accord, NY 12404
Area Code 845

Town Clerk 626-7384
Supervisor 626-3043
Highway Dept 626-7221
Assessor 626-0920
Transfer Station 626-5273



Code Enforcement 626-2433
Planning Board 626-2434
Zoning Board 626-2434
Court House 626-2522
Youth Commission 626-2115

INVITATION FOR PROPOSAL JUSTICE COURT ADA BATHROOM RENOVATION

INTENTION of TOWN

The **Town of Rochester** hereafter called (**Town**) is publicizing this **Request for Proposal (RFP)** to solicit proposals for **JUSTICE COURT ADA BATHROOM RENOVATION**.

The Town is seeking proposals from qualified, knowledgeable, and experienced companies to provide all design, labor, material, and equipment for the services in renovation of the Town of Rochester Justice Court existing bathrooms leading to construction of a single ADA compliant bathroom to support the Town's needs. We encourage companies to submit the most comprehensive proposal possible offering the highest quality of service.

LOCATION

Town of Rochester Justice Court, 140 Samsonville Road, Kerhonkson, NY 12446.

PROPOSAL DUE DATE

Proposals to this RFP must be emailed to the below-named person at the below-named email address no later than 2:00pm Thursday April 14th, 2022.

Hand delivered or mailed proposals will be also be accepted, received no later than 2:00pm Thursday April 14th, 2022.

Proposals will be opened on Thursday April 14th, 2022 at 3:00pm.

Kathleen Gundberg, Town Clerk
PO Box 65,
50 Scenic Road,
Accord, NY 12404.
845) 626-7384.

kgundberg@townofrochester.ny.gov.

CONTACT TO SCHEDULE A SITE VISIT

A site visit by prospective contractors is **STRONGLY encouraged**
Please contact the Justice Court Clerk to schedule a visit.

Monday – Thursday 9:00am-3:00pm

Justice Court Clerk

845-626-2522

REQUESTS OF QUESTIONS & CLARIFICATION

Please address any questions or clarifications concerning this RFP by email on or before April 1, 2022, at 4:00PM to:

Michael Baden, Town Supervisor

mbaden@townofrochester.ny.gov

All questions and clarifications will be answered by an emailed factsheet, which will be sent to all who secure a copy of this RFP from the Town Clerk or who request to be added to the list.

TIMETABLE

March 21, 2022,	RFP published
April 1, 2022,	Questions & Clarifications due
April 4, 2022,	Questions & Clarifications answers
April 14, 2022,	Proposal deadline 2:00 PM
April 14, 2022,	Proposal Opening 3:00 PM
April 20, 2022,	Anticipated decision on proposal and offer of contract
No later than May 23, 2022,	Anticipated Approval of Contract
No later than May 25, 2022,	Anticipated Notice to Proceed
September 25, 2022	Completion of Project

CONTRACT TERMS

The term of the resulting contract shall be in effect for a Term of four (4) months, commencing upon signature of contract by both parties and Notice to Proceed by the Town. The successful proposer will be required to finalize contract signing within 30 days of notification of offer of contract. Failure to sign within 30 days will result in cancellation of contract offer. Payments will be made monthly, upon audited and approved invoice and backup to invoice

EXPECTATIONS OF CONTRACTOR

The Town of Rochester is seeking a fully designed and constructed single ADA compliant bathroom facility, utility area, and court record storage area.

The Contractor shall provide the Services based on the services specified in this Request for Proposals document including those goods and services comprising the material, labor, tools, equipment, appliances, machinery, systems, transportation and appurtenances necessary to perform and complete the contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete, functioning, and satisfactory system or structure shall comprise the contractor work ("Services").

PRELIMINARY SCOPE OF WORK TO INCLUDE (BUT NOT LIMITED TO):

- Development of Design.
- Development of Construction Drawings
- Demo existing Interior Walls
- Demo Existing exterior walls down to studs
- Demo existing flooring/subfloor to expose existing structure
- Demo existing Electrical, Mechanical, Plumbing
- Review and support/frame flooring structure
- Frame new interior walls inclusive of insulation/sheetrock/paint
- Insulate and sheetrock exterior walls, inclusive of painting
- New flooring and subfloor, as determined required
- New doors/frames/Hardware to meet ADA requirements
- New ADA bathroom Accessories (mirrors, tissue paper dispenser, Grab bars, etc)
- New Plumbing
- New Heating Source
- New Electrical
- Water Filtration (move existing or replace with new)

RESPONSE REQUIREMENTS

The Proposal Provider by issuing a response to this RFP certifies that the Contractor:

1. Prior to submitting a response, the Respondent must carefully review this Solicitation and any addenda subsequently issued. The Respondent is responsible for seeking any clarification or information needed to respond. The Respondent is solely responsible for any deficiencies in the response submitted.
2. Has the authority and/or responsibility to submit a Proposal and to represent the contractor in all phases of this Proposal process.
3. The information provided in this is true and accurate to the best of their knowledge.
4. Shall furnish, in strict compliance with the Proposal and Contract Documents for the above Project, all labor, materials, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to perform the Work described therein, and to perform said Work in strict compliance therewith, for the amounts set forth in this Proposal.
5. Understands any false statement may disqualify this Proposal from further consideration or be cause for contract termination.
6. Conforms its conduct to the applicable federal laws, executive orders and New York statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the U.S., New York State or Town of Rochester Governments, having responsibility for the enforcement of such laws, shall be supplied to the TOWN upon request for purposes of ascertaining compliance with such laws, regulations, and orders.
7. All work performed shall comply with New York State Uniform Building and Fire Code.
8. In submitting its Proposal, the Proposal Provider certifies that no officer, agent, or employee of the Town has a pecuniary interest in its Proposal .

9. The Respondent must review the terms and conditions set forth in the specimen contract attached hereto and, in the submittal, specifically identify any provisions the Respondent finds unacceptable or desires to negotiate.
10. The Respondent is solely responsible for all costs, direct or indirect, incurred responding to this Solicitation. The Town will incur no obligation or liability in connection with the submittal of a response.
11. The Town shall have no obligation to review or consider and reserves the right to reject any Proposal that fails to satisfy or conform to any RFP requirements, while it also reserves the right to waive any irregularities, at its discretion.
12. Purchases made by the Town of Rochester are not subject to state or local taxes or federal excise taxes. Exemption certificates will be furnished upon request.
13. Proposals shall remain firm, pending award, for a period not to exceed sixty (60) days from the proposal opening date.
14. All Proposal Provider material submitted for any portion of this Request shall become the property of the Town and will not be returned to Proposal Provider.

INSURANCE REQUIREMENT

The selected vendor(s) shall be required to list the Town of Rochester, Ulster County, New York as an additional insured. Minimum required insurance coverage includes:

1. Commercial general liability insurance in limit not less than \$1,000,000 per occurrence, \$1,000,000 per occurrence for personal injury liability, \$2,000,000 general aggregate (applied per job), and \$2,000,000 products and completed operations aggregate. Commercial general liability insurance shall also include broad form property damage liability and broad form contractual liability.
2. Business or Commercial Automobile Liability Insurance of \$1,000,000 combined single limit per accident
3. Umbrella Liability Insurance of \$1,000,000 occurrence/aggregate
4. Worker's Compensation coverage as required by New York State Workers' Compensation Law § 57.
5. Disability Benefits Insurance if/as required by New York State Workers' Compensation Law § 220.

PROPOSAL REQUIREMENTS

PROPOSAL FORMAT

Proposals shall be typewritten or prepared in ink and submitted on this Proposal document. The Proposal must be returned by the Proposal Provider in its entirety by the Due Date specified. The Proposal Provider's Signature Page must be completed and signed in each space provided. Proposals must be signed by a person authorized to sign for Proposal Provider. If a Proposal is signed by an agent of the Proposal Provider, a Power of Attorney showing the authority of the agent to sign must be submitted with the Proposal or the Proposal will be rejected.

PREVAILING WAGE

Under New York State Labor Law, contractors and subcontractors must pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract.

PRICE TO INCLUDE TOTAL COST FOR PROVIDING SERVICE

Any Proposal provided in response to this Request must be complete and include design, plans material, labor, and related costs necessary to complete the required work in accordance with the specifications and contract terms and conditions. [See attached quote template] Please add any additional sections you believe necessary to complete the project.

PROPOSAL SUMMARY

1. Provide a statement of how your firm differentiates itself from other firms.
2. Provide a conceptual plan for meeting the Scope of Services, in a manner that you believe is appropriate for the Town. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated.
3. **Timeline of construction**
4. **Provide a design sketch plan**
5. Provide a statement describing the degree of work that is to be subcontracted, if any.

QUALIFICATIONS STATEMENT

1. A brief description of the firm or business entity, including firm history, number of employees, organization structure, ownership structure and expertise.
2. Name of the technical lead person
3. Name, title, experiences, and qualifications of the personnel that will be assigned to the Town to perform the Scope of Services.
4. A list of three (3) past and current clients. Include name, address, and phone number. Provide a brief description of the services provided and dates of service.
5. Identification of any sub-contracting of services – name of firm, specific services, applicable experience, and reference-contacts
6. Any other relevant information that Respondent believes would assist the Town in evaluating the submittal.

COMPLIANCE WITH APPLICABLE LAW

Contractor shall comply with all terms and conditions of the TOWN contract, including insurance requirements, contained in this Request, as well as all federal, state, and local laws and regulations governing public contracts. All work performed shall comply with New York State Uniform Building and Fire Code. Bathroom and Access to Such Shall Comply with Any and All ADA Requirements

SUSTAINABLE PRACTICES AND PRODUCTS

The Town supports and encourages the use of sustainable products by the Contractor. To contribute to a clean environment for present and future generations, Contractor shall use sustainable products to the maximum extent feasible during the contract term. Products and practices used by the Contractor shall be based on an evaluation of long-term environmental impact, social costs, and operational costs.

COLLUSION

An "Affidavit of Non-Collusion" is attached and forms a part of this proposal. Failure to sign this statement will constitute grounds for rejection of the proposal.

EVALUATION AND SELECTION

The Town intends to enter a contract with the contractor 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 a contract with any contractor, and the Town reserves the right to reject any and all proposals.

Evaluation of Compliance "Best Value" Evaluation Score

1. The Town will utilize a "Best Value" system point ranking system to aid in the evaluation process.
 - a. Completeness of response to RFP as outlined in this solicitation.
 - b. Qualifications and past experience of the contractor
 - c. Implementation schedule and organization of project timeline.
 - d. Sketch Plan
 - e. Quote (price) for services
2. Scores will be tabulated based on the scoring method below and the reviewing committee will determine which, if any, vendors will be asked to attend an interview with the Town Board.
3. The total score will be made up of the total of three values
 - a. Responsiveness Score (maximum 60)
 - b. Price Score (maximum 40)
 - c. Bonus Points (if added by the Town Board, maximum 10)
4. The maximum number of combined responsiveness and price points is 100, plus 10 possible bonus points.
5. The maximum values of 60 and 40 points approximately represent an 3/2 ratio between responsiveness and price. The ratio may be different for actual point values.
6. The Town reserves the right to use its discretion to eliminate proposals deemed unacceptable.
7. 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.

Evaluation of Responsiveness Scoring

1. 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.
2. An evaluation committee will independently evaluate and score proposals for the responsiveness scoring value.
3. Each 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.
4. The average of the individual scores will be utilized to formulate the evaluation of responsiveness score for each vendor.

Responsiveness of Proposal Points

The following list describes the responsiveness evaluation point system.

1. The maximum number of points for responsiveness is 60.
2. Consultants who receive less than an average of 30 responsiveness points will not be further considered for price evaluation and selection.
3. The following table identifies the responsiveness evaluation criteria and their relative weights (points).

Responsiveness Criteria	Points
Quality and comprehensiveness of the proposal	20
Qualifications of Vendor, including past project examples	15
Timeline of Construction	15
Design Sketch	10
Total	60

Evaluation of Price Scoring

1. The Town will calculate prices based upon the proposal quote
2. The Town will rank prices on a relative basis. The maximum number of price points is 40.
3. The Town will determine price points for a proposal using the following formula.
4. Maximum price points (40) X (lowest price / bidder's price) = price points
5. The Town reserves the right to disqualify proposals having prices that appear unrealistic or significantly understated for the services offered.

Bonus Points

The Town may, at its discretion, award up to 10 bonus points for the following services

- M/WBE certified vendor
- Veteran owned vendor
- Local vendor from Ulster County or any contiguous county

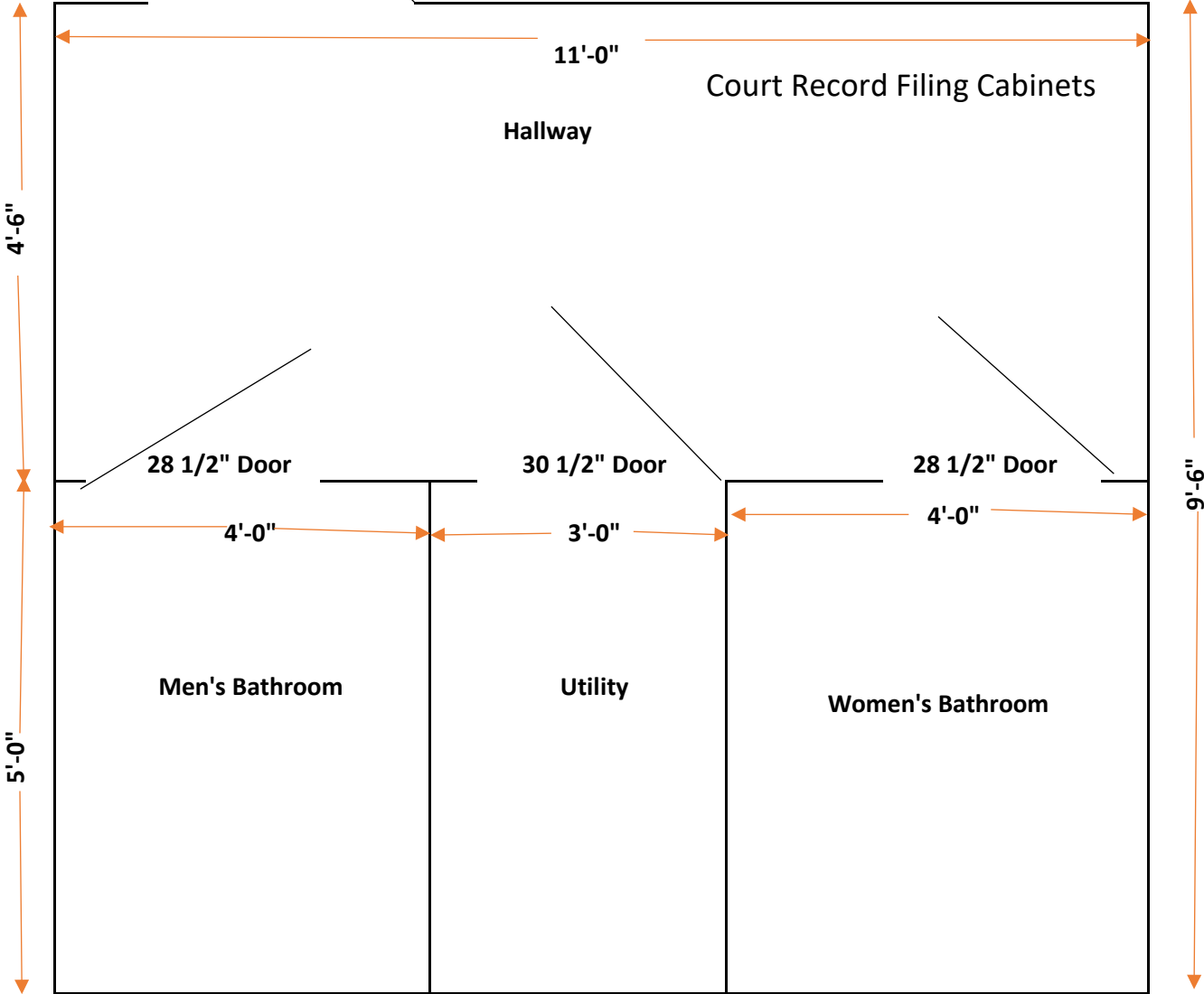
Alternate Evaluation

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.

Courtroom

EXISTING BATHROOM FLOOR PLAN

32 1/2" Door



11'-0"

Court Record Filing Cabinets

Hallway

4'-6"

28 1/2" Door

30 1/2" Door

28 1/2" Door

4'-0"

3'-0"

4'-0"

9'-6"

Men's Bathroom

Utility

Women's Bathroom

5'-0"

QUOTE PROVIDER INFORMATION SHEET AND QUOTE

The Base Quote may be increased or decreased in accordance with unit prices specified herein, in the amounts indicated above in the Quote Schedule.

I have read this Quote including all specifications, terms, conditions, requirements. I understand its content and agree to be bound by its terms. I further certify that I have the authority to sign this offer.

Business Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Printed Name: _____

Signature: _____

Phone: _____ Fax: _____ Email Address: _____

TIN or SSN: _____

Business Designation (check one):

- | | |
|--|---|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Corporation-for profit | <input type="checkbox"/> Corporation-non-profit |
| <input type="checkbox"/> Limited Liability Corporation | |
| <input type="checkbox"/> Other [describe here: _____] | |

Item #	Description	Quantity	Units	Unit Price	Amount
	Labor		MHrs		
1	Demo		MHrs		
2	Re-Frame Structure		MHrs		
3	Insulate Exterior Walls & Roof		MHrs		
4	Interior Framing		MHrs		
5	Doors/Frames/Hardware		MHrs		
6	Sheetrock Walls/Ceilings		MHrs		
7	Taping/Painting		MHrs		
8	Flooring		Mhrs		
9	Other Labor (describe, add additional as needed)		MHrs		
	Materials				
10	Framing Material				
11	Insulation Material				
12	Interior Framing Material				
13	Doors/Frames/Hardware				
14	Sheetrock Walls/Ceilings				
15	Taping/Painting				
16	Flooring				
17	Bathroom Accessories				
18	Water Filtration				
19	Other Materials (describe, add additional as needed)				
	Lump Sum Items				
20	Plumbing				
21	HVAC				
22	Electrical				
23	Design and Plans				
24	Miscellaneous				
25	General Conditions				
26	O&P (Overhead and Profit)				
Total					

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.

Sign Here, Please

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."