

# REQUEST FOR PROPOSALS FOR ARCHITECTURAL/ENGINEERING SERVICES

## GENERAL INFORMATION/CONDITIONS:

The purpose of this request for proposal (RFP) is to help the Willsboro Central School District select an appropriate firm(s) to provide Architectural/Engineering services for the District to assist in the completion of the 2020 Five Year Building Conditions Survey as required by the New York State Education Department. **The District will entertain proposals from firms with an in-house Engineering Department and those that will partner with an outside Engineering firm. If partnering with an outside Engineering firm, it is imperative that the proposal includes the name of the firm. In addition, the Architectural Services Questionnaire, Architectural/ Engineering Fees Form and Areas of Expertise Forms are to be completed for the partnering Engineering firm.**

Firms submitting proposals shall be able to document their experience in providing Architectural/Engineering Services to comparable public-school districts. Additionally, the proposers shall document their staff capacity and expertise to meet the requirements of the District.

Information for the request for proposal may be obtained at the District Office of the Willsboro Central School District, 29 School Lane, Willsboro NY 12996 any day between the hours of 8:00 a.m. and 3:30 p.m. except Saturdays, Sundays, and Holidays. And also available via website at the following link:

<http://www.willsborocsd.org/district/rfp/>

For a firm to be considered for engagement, an original plus five (5) copies of their proposal must be submitted to:

Justin Gardner  
Superintendent  
Willsboro Central School  
29 School Lane  
Willsboro, NY 12996

Envelopes containing proposals must be labeled as follows:

**“ARCHITECTURAL/ENGINEERING SERVICES”**

The deadline for submission of proposals is **12:00 p.m. on Friday, March 13, 2020.**

Proposers are responsible for submitting their proposals to the appropriate location at or prior to the time indicated in the specifications. **No proposals will be accepted after the designated time or date indicated in the proposal specifications.** Any proposals received after this deadline will be returned unopened to the firm. Delay in mail delivery is not an exception to the receipt of a proposal.

The Board of Education reserves the right to reject any and all proposals submitted or to accept any proposal which, in the opinion of the Board, will be in the best interest of the School District.

**TENTATIVE RFP TIMELINE:**

RFP Mailed:	<u>Friday February 14, 2020</u>
Proposal Due Date:	<u>Friday March 13, 2020 12:00PM</u>
Bid Opening:	<u>Monday March 16, 2020 10:00AM</u>
Board of Education Appointment:	<u>Tuesday March 24, 2020</u>

Please note that the above listed dates are tentative only. The District reserves the right to revise the timeline as necessary.

**PROJECT TIMELINE:**

The district needs to receive the report and recommendations of the Design Professionals to reasonably complete the Building Conditions Survey by October 1, 2020.

**PERIOD OF ENGAGEMENT:**

It is anticipated that the initial term of the contract for services will be approved at the March 24, 2020 Board of Education Meeting.

The services covered by this contract are subject to appropriation by the District. If there is no appropriation, then the contract will become null and void and of no force and effect. Both the District and the Successful Proposer will have the right, under the terms of the proposed contract, to cancel the contract as of June 30 of any year on notice to the other party at least sixty (60) days prior to that June 30.

**POINT OF CONTACT:**

District RFP documents are distributed by the Superintendent. The Superintendent, or designee, shall be the only one authorized to make changes or alterations to anything contained in this RFP. Copies of RFP documents obtained from any other source are not considered official copies. Only those perspective proposers who obtain RFP documents from the Superintendent will be sent addendum information, if such information is issued.

Limited requests for clarification or additional information regarding this Request for Proposals are to be submitted in writing prior to the proposal opening. **Verbal questions will not be entertained.** Questions may be submitted **via email**. Questions must be submitted at least 72 hours prior to the proposal opening. Failure to do so may result in rejection of the proposal as being unresponsive. Any substantive requests for information that are received and responded to by the District will be provided to perspective proposers in the form of an addendum.

All questions concerning this proposal shall be sent to:

Justin Gardner  
Superintendent

Email: justin.gardner@willsborocsd.org

**PROPOSAL COSTS:**

All costs associated with preparing a response to this RFP are the responsibility of the Proposer. The District shall not be responsible for any such costs.

**MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Superintendent at the above address prior to the date and time set for receipt of proposals.

**RIGHT TO REJECT PROPOSALS:**

This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The District intends to award a contract on the basis of the best interest and advantage to the District, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety, if it is in the best interest of the District. The District may select as the successful proposal that proposal which, in the District's sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, best meets the District's requirements whether or not that proposal is the lowest priced. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful contractor.

**CONTRACT AGREEMENT:**

The selected proposer will be required to agree to and sign a formal written contract between the District and the proposer.

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in the contract signed by the District and the successful Respondent.

The District retains the option of canceling the award if the successful Respondent fails to accept such obligations.

**RIGHT TO NEGOTIATE WITH PROPOSERS:**

The Board reserves the right to negotiate with all Proposers and to enter into a contract for services with the Proposer on terms and conditions that are in the District's best interests.

**NEGOTIATED CHANGES:**

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

**DURATION OF PROPOSALS:**

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

**FORMAT OF PROPOSALS:**

To enable the District to compare the proposals received we ask that your proposal include complete information as listed in the:

- ✓ **ARCHITECTURAL/ENGINEERING SERVICES QUESTIONNAIRE**
- ✓ **ARCHITECTURAL/ENGINEERING FEES FORM**
- ✓ **AREAS OF EXPERTISE FORM**

**STANDARD CONTRACT CLAUSES:**

The successful Proposer will be required to enter into a written agreement for services that incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. The submission of a response to this RFP indicates the Proposer agrees to the following terms and conditions for professional services. The District reserves the right to include additional topics in the final agreement with the successful Proposer and to make changes to the following clauses.

A. Compliance with Law and Standard Practices:

The Proposer shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements.

B. Statutory Compliance:

The Proposer covenants and agrees to comply in all respects with all federal, state and local laws and ordinances regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

C. Prevailing Wage Law.

The Proposer will pay prevailing wages and benefits to the extent required by the laws of the State of New York.

D. Assignment or Subletting of Contract:

The Proposer may not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the District.

E. Indemnification:

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or Managing Agent from and against any and all suits, actions, liabilities, damages, professional fees, including attorneys' fees, costs, court costs, expensed, disbursements or claims of any kind or nature for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of any premises or facilities, or part thereof, of the Owner and/or Managing Agent. This agreement to indemnify in the event of liability imposed against the Owner and/or Managing Agent without any negligence or fault on the part of the Owner and/or Managing Agent and solely by reason of statute, operation of law or otherwise. In the event any negligence or fault is assigned or apportioned to the Owner and/or Managing Agent, this agreement specifically includes partial indemnity of Owner and/or Managing Agent, but limited to any liability imposed over and above that percentage attributed to the Owner and/or Managing Agent.

F. Contract Modifications:

This Agreement represents the entire and integrated agreement between the District and the Proposer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the District and the Proposer.

All verbal clarifications, changes, or modifications of the scope or details in the work are to be followed up with written verification and agreement by both parties. The District reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.

G. Severability:

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

H. Conflict of Interest:

The Proposer hereby covenants and agrees that no member of the Board or other District officer or employee forbidden by law to be interested in this Agreement will directly or indirectly benefit therefore.

I. Independent Contractors:

The District and the Proposer are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

J. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation or other proceeding arising under this Agreement shall be commenced in a court of appropriate subject matter jurisdiction in the State of New York with venue in Genesee County.

K. Compliance with District Regulations:

The Proposer shall cause all persons performing work pursuant to this Agreement to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification that is satisfactory to the District. The District may promulgate and modify from time to time rules and regulations relating to conduct as the District, in its sole discretion, may determine, and the Proposer shall cause all persons performing work to comply with them.

L. Confidential Information.

The Proposer shall itself, and shall also cause all such persons providing services under this Agreement to preserve and protect all confidential information of the District to which they may have access during the performance of work under this Agreement.

**INSURANCE:**

No Proposer shall commence work under this contract until it has obtained all the insurance required hereinafter and such insurance has been approved by the District, nor shall the contractor allow any subcontractor to commence any work on the subcontract until all similar insurance required by the subcontractor has been obtained and approved. Approval of the insurance by the District shall not relieve or decrease the liability of each contractor.

Worker's Compensation and other Mandated Insurance: Each Proposer shall take out and maintain during the life of the contract the statutory Worker's Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of his employees engaged in work under this contract.

Bodily Injury and Property Damage Liability Insurance: Each Proposer shall take out and maintain during the life of the contract a Comprehensive General Liability Insurance Policy for Bodily Injury, including Accidental Death, and Property Damage shall protect the Proposer from claims for damage which may arise from operations under this contract, whether such operations be by Proposer, or by any subcontractor or by anyone directly or indirectly employed by them.

The hazards insured against are listed below:

- Premises-Operations
- Project & Completed Operations
- Explosion & Collapse
- Underground
- Contractual Insurance
- Broad Form Property Damage
- Independent Contractors
- General Liability, including personal and advertising liability
- Automobile Liability, including owned, hired and non-owned vehicles
- Professional Liability
- Umbrella Liability

The required limits of liability coverage on the above listed shall be:

**General Liability**

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal/ Advertising Injury	\$1,000,000

**Automobile Liability**

Automobile Liability including Hired, owned/Non-owned Autos	
Combined Single Limit	\$1,000,000

### **Professional Liability**

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

### **Umbrella Liability**

Providing Coverage over General, Automobile and Professional Liability

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

The Architectural firm must have Professional Liability Insurance. The insurer on all such policies must be licensed to do business in New York State. The Architectural/ Engineering firm must name Byron-Bergen Central School District as an additional insured on a primary and non –contributory basis under the General and Umbrella Liability policies.

### **EXPECTED SCOPE OF SERVICES**

- Review the Five-Year Capital Facilities plan completed August 2016.
- Meet with the District as needed providing review of all current facilities for both student-based programming and office use, including budget estimates of upgrade and or replacement, priority of upgrade or replacement and timing/scheduling of possible upgrade or replacement.
- Report regularly orally and in writing to the District on progress, budgets and schedule. Provide written minutes in a timely manner after all meetings held with district personnel.
- Prepare the Building Condition Survey in compliance with New York State Office of Facilities Planning guidelines. The goal of the District is to meet or exceed the requirements of the Commissioner of Educations Regulations. An excerpt from 155.4 on Building Condition Surveys reads as follows:
  1. *Building condition surveys. A building condition survey shall be conducted for all occupied school buildings on or before November 15, 2000 and at least every five years thereafter, provided that a building condition survey for new buildings which receive a certificate of substantial completion dated August 31, 1995 through September 30, 1999 shall not be required until November 15, 2005 and at least every five years thereafter; and provided further that new buildings which receive a certificate substantial completion dated October 1, 1999 or thereafter shall be subject to a building condition survey every five years, starting with the second building condition survey following issuance of such certificate.*

- i. *The physical inspections required to complete the survey shall be conducted by a team that includes at least one licensed architect or engineer. The Commissioner of Education shall prescribe the format required to complete the survey.*
- ii. *The survey shall include, but not be limited to 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:*
  - a. *the building site, including utilities, paving playgrounds, and play fields;*
  - b. *roofing;*
  - c. *exterior elements of the building, including walls, doors, windows, fire escapes;*
  - d. *building structural elements;*
  - e. *building interiors, including finishes, doors, and hardware;*
  - f. *electrical systems, including service and distribution, lighting, communications, technology infrastructure and cabling;*
  - g. *plumbing, including water distribution system; drainage system, and fixtures;*
  - h. *heating and cooling systems, including boilers, furnaces, terminal units and control systems;*
  - i. *ventilation systems;*
  - j. *air conditioning systems, including refrigeration, terminal units, and control systems;*
  - k. *special construction, including stairs, elevators, escalators, and swimming pools;*
  - l. *fire protection and security systems, including alarm, detection and fire protection; and*
  - m. *environmental features, including appearance, cleanliness, acoustics, lighting quality, thermal comfort, humidity, ventilation and space adequacy.*
- iii. *Reports of building condition surveys, signed and sealed by the licensed architect or engineer, shall be submitted to the commissioner by January 15, 2001 and January 15<sup>th</sup> of every fifth year thereafter. Building aid computed pursuant to section 3602(6-e)(d) of the Education Law is available for building condition surveys conducted by a licensed architect or engineer if no claim for such a building condition survey in such a building has been filed in the previous five years. The apportionment of such building aid for each school building so inspected by a school district in the base year shall not exceed the lesser of the product of the building aid ratio and the actual cost, or the building condition survey aid ceiling computed by the commissioner. For aid payable in the 2000-01 school year and thereafter, the building condition survey aid ceiling shall be the product of 20 cents plus an additional amount times the gross area of the building. Such additional amount shall be the result obtained when the cost of labor and material index determined by the New York State Department of Labor for the month of July of the current year is divided by the cost index for July 1999 and the result is rounded to two decimal places. A claim for building aid shall be made in a form prescribed by the commissioner,*

*within six months of the date of the architect or engineer report, for aid payable in the following school year. Such reports shall be made available to the public on request.*

- Prepare the Five year capital facilities plan in compliance with New York State Office of Facilities Planning guidelines incorporating the recommendations from the Space Utilization Study.
- Prepare presentations for the Administration, Staff, Board of Education and Community as requested.

### **CRITERIA FOR EVALUATING PROPOSALS:**

The District's Superintendent will receive all proposals. District administration, supervisors and Board of Education members will review the proposals received and will further evaluate them, using the criteria listed below.

The District reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

- Qualifications and experience of the Firm and other key personnel.
- Knowledge of and experience with N.Y.S. Education Department procedures regarding construction projects and other state and federal laws affecting the operations of public school districts.
- Recommendations from other school districts.
- Extent of services offered, and depth and extent of overall resources that can be put to use by the District.
- Architectural Fees.

The District reserves the right to reject any and all proposals submitted, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the firm(s) that, in its opinion, best meets the District's needs.

**WILLSBORO CENTRAL SCHOOL  
29 SCHOOL LANE  
WILLSBORO, NY 12996**

**ARCHITECTURAL/ENGINEERING SERVICES QUESTIONNAIRE**

Firm Name: \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

1. Provide a Company Profile that includes the following:
  - a. the size of the firm (number of employees)
  - b. the number of years that the firm has been in business
  - c. the type of service the firm can provide (i.e., full service, limited service with subcontractors, etc.)
  - d. the background of the firm
  - e. the location and address of the office from which the work for this District is to be performed.
  
2. Provide a list of those individuals in the firm with expertise in public school construction that will be directly involved with the District and whose participation will be contractually committed to the District. Include a résumé that includes information without limitation such as:
  - a. years of experience in NYS public school construction
  - b. educational background,
  - c. the date the person began work for the firm,
  - d. their experience in designing NYS public school construction projects in the position to be held for this District,
  - e. any special skills,
  - f. a list of references with names and telephone numbers of contact persons for each person.
  - g. the approximate percentage of work time each key person would devote to this District.
  
3. On a separate page list the school districts you represent. Indicate the size (enrollment), the total dollar amount of the construction projects that you have completed with each district and a contact person (including phone number) for references. Please provide a brief general scope of the work that was completed in each districts' capital project.
  
4. Total number of persons in the firm with expertise in State Education Department procedures for public school construction projects.

5. Please complete the AREAS OF EXPERTISE form attached.
6. Will an architect be available to attend Board meetings and other special meetings, etc. without limitations (mostly evenings) when required?  
 Yes  No
7. Do you have any conflicts of interest or affiliations with employees of the District that would prohibit or restrict your representation of the Byron-Bergen Central School District?  Yes  No  
  
If yes, please specify on a separate schedule.
8. Have you been involved in any litigation with a New York State public school district in the past ten (10) years under your current company name or previous company names?  Yes  No  
  
If yes, please specify the details on a separate schedule.
9. Please specify the liability insurance that you carry.
10. Please complete the attached ARCHITECTURAL/ENGINEERING FEES FORM.

**ARCHITECTUAL/ENGINEERING FEES FORM**

Please indicate the fees you would charge for the following:

**Building Condition Survey/ Five Year Capital Facilities Plan**

**Items 1 & 2 must be completed.**

- 1. Building Condition Survey/ Five Year Capital Facilities Plan \$ \_\_\_\_\_
  
- 2. Reimbursable Services - Provide a list and the cost of all services to be included under the category of reimbursable services: (such as mileage, postage, copying, etc.)

Type of Service	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**(Attach additional list if necessary)**

TOTAL Reimbursable Services \$ \_\_\_\_\_

- 3. FEE FOR ADDITIONAL SERVICES \$ \_\_\_\_\_  
*(Post bid additions, owner requested change orders, etc.)*

**OPTIONAL FEES:**

- 4. FLAT FEE for all services above (no extra charges) \$ \_\_\_\_\_
- 5. FEES for any additional services (list on a separate page)
- 6. **COMMENTS:** *Firms may wish to provide any additional information that will assist the District in the comparison of fees.*

## AREAS OF EXPERTISE FORM

For each of the following areas indicate: (use separate sheet if necessary)

	Can you provide service in this area?	Do you have direct staff that will provide this?	How many in firm with direct expertise?	Comments:
Architectural/ Engineering Services				
HVAC Design				
Plumbing Design				
Electrical Design				
General Site Work				
Landscape Design				
Asbestos Design				
Athletic Field Design				
Technology Design				
Interior Design				
Traffic Studies including Parking Lot Design				
LEED Certified Staff				
State Aid Calculations for Building Aid				
Staff that provides assistance with all SED required forms				
List other specialties or areas of expertise				