

# **THE CITY OF ONEONTA, NEW YORK**

## **REQUEST FOR PROPOSALS (RFP)**

### **Engineering/Architectural Services**

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The City of Oneonta is requesting proposals for the provision of professional engineering architectural services.

#### **INTRODUCTION**

##### **The City of Oneonta**

The City of Oneonta seeks engineering/architectural services to perform a structural evaluation for potential projects at the Public Safety Building, 81 Main Street, Oneonta, NY 13820.

#### **PROJECT**

The project would include provision of professional engineering architectural services. It is the City's intent to enter into a contract for one year, with provision for extension or renewal upon mutual agreement.

#### **CLOSING DATE**

Complete copies of each proposal must be received at 258 Main St., Oneonta NY 13820 by 4:00 PM, local time on June 25, 2009 addressed to:

Edith Polhamus, CPPO  
Purchasing Agent  
City of Oneonta  
258 Main St.  
Oneonta, NY 13820

## **FORMAT OF PROPOSAL**

All three copies of the bidder's proposal should be arranged as follows:

**Title Page:** showing RFP name, closing date and time, bidder name, address, telephone number and contact person..

**Letter of Introduction:** one page, introducing the vendor and signed by the person(s) authorized to sign on behalf of, and bind the company to, statements made in response to this RFP.

**Company Profile and Vendor Information:** addressing the Company Profile and Vendor Information points documents in Requirements Section.

**Detailed Response:** addressing each of the items listed under Evaluation Criteria detailed in Requirements Section.

**Cost Proposal:** addressing all costs.

**Bidders must conform to instructions given regarding proposal requirements as detailed in Requirements Section**

## **MANDATORY REQUIREMENTS**

Requirements Section of this RFP includes mandatory requirements. Proposals must meet all mandatory requirements.

## **TERMS AND CONDITIONS**

### **INQUIRIES**

All inquiries related to this request for proposal are to be in writing to the City as noted on cover sheet. Information obtained from any other source is not official and may be inaccurate. Do not contact any other person involved. Inquiries and responses will be recorded and may be distributed to all bidders at the City's option.

### **NOTIFICATION OF CHANGES**

All recipients of this request for proposal who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document.

### **CHANGES TO PROPOSAL WORDING**

No changes to wording of the proposal will be accepted after submission unless requested by the City.

### **FUNDING**

All City expenditures are subject to appropriation of funds. Therefore, the City reserves the right to discontinue the RFP process if funding is not available.

### **OWNERSHIP OF PROPOSALS**

All responses to this request for proposal become the property of the City.

**BIDDERS EXPENSES**

Prospective bidders are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the City, if any.

**CONTRACT SOLUTION**

The City reserves the right to award a contract in part or in full, or not at all, on the basis of responses received.

**ACCEPTANCE OF PROPOSALS**

This RFP should not be construed as a contract to purchase goods or services. The City is not bound to accept the lowest price or any proposal of those submitted.

**LIABILITY OF ERRORS**

While the City has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective bidders are urged to conduct their own investigations into the material facts and the City shall not be held liable or accountable for any error or omission in any part of this RFP.

**ACCEPTANCE OF TERMS**

All the terms and conditions of this RFP are deemed to be accepted by the bidders and incorporated in its proposal, except those conditions and provisions which are expressly excluded by the proposal.

**QUOTES FROM THE MARKETPLACE**

The City reserves the right to consider quotes from the marketplace and from suppliers other than those invited to respond to this competition.

**PAYMENT HOLDBACK**

The City shall not pay the total contract price until the requirements outlined in this RFP have been met. Any holdback amount will be decided as part of the contract negotiations, or as specified in the RFP.

**FINANCIAL STABILITY**

The successful bidder must demonstrate financial stability and the City reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

**NEGOTIATION DELAY**

If any contract cannot be negotiated within thirty (30) days of notification to the designated bidder, the City may terminate negotiations with that bidder and negotiate a contract with another bidder of its choice.

## **SHORTLIST**

Unless there is a successful bidder based on the responses, the evaluation procedure will be to develop a shortlist based on the stated criteria. The shortlist of bidders may be asked to prepare a presentation and/or provide additional information prior to the final selection.

## **DEBRIEFING**

Upon written request from an unsuccessful bidder, the Purchasing Agent will arrange for a debriefing session. The debriefing is not to be seen as an opportunity to challenge the decision. Once debriefing ends, the RFP process is finished and the RFP will not be discussed further with the bidder at any time.

## **SUBCONTRACTING**

Utilizing a subcontractor, who must be clearly identified, to remedy deficiencies in the prime bidder's product or service is acceptable. This includes a joint submission by two bidders having no formal corporate links. However, in this case, one of these bidders must be prepared to take overall responsibility for successful interconnection of the two product/service liens and this must be defined in the proposal. Subcontracting to any firm or individual involved in the preparation of this RFP will not be permitted.

## **DEFINITION OF CONTRACT**

The City may at its option notify a bidder in writing that its bid has been accepted and such acceptance shall at the City's option constitute the making of a formal contract for the services set out in the proposal. Alternatively, the subsequent full execution of written contract shall constitute the making of a contract for services, and no bidder shall acquire any legal or equitable rights or privileges whatever relative to the services until the City has delivered either a signed notice in writing to the bidder or a fully executed written agreement to the bidder.

## **LABOR DISRUPTIONS**

Any contract resulting from this Request for Proposal process is subject to the right of the City to postpone execution of project and payment by the City in the event of any form of labor disruption.

## **CONTRACT ADMINISTRATOR**

A contract administrator will be assigned to oversee the contract awarded to the successful bidder. In addition, the successful bidder will be expected to name a counterpart project manager. The bidder project manager will be responsible for providing scheduled status reports to the contract administrator or their designee.

## **COMPLIANCE WITH LAWS**

The contractor shall give all notices and obtain all the licenses and permits required to perform the work. The contractor shall comply with all the laws applicable to the work or the performance of the contract.

## **GOVERNING LAW**

This RFP and any contract entered into between the bidder and the City shall be governed by and in accordance with the laws of the State of New York and the United States of America.

## **CONFIDENTIALITY AND SECURITY**

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

Suppliers should be aware that pertinent fact relating to their proposal, excluding trade secrets or proprietary information, could potentially be released as soon as sixty (60) days after the selection of the successful supplier.

The City of Oneonta is subject to New York State's Freedom of Information law. (FOIL). Should your submission, to this RFP, contain "trade secrets", or other information the disclosure of which could reasonably be expected to be harmful to business interests, you must ensure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph.

Marked information will be treated as **Confidential Third Party Information**. Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request, or make representation explaining why the information should not be disclosed.

## **GENERAL**

Subsequent to the submission of proposals, interviews and negotiations may be conducted with some of the bidders, but there shall be no obligation to receive further information, from any bidder.

Any or all proposals shall not necessarily be accepted. The City shall not be obligated in any manner to any bidder whatsoever until a written agreement has been duly executed relating to an approved proposal. The City reserves the right to modify the terms of the RFP at any time in its sole discretion.

Neither acceptance of a proposal nor execution of an agreement shall constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal or municipal statute, regulation or by-law.

## **PRICING**

### **FIRM PRICING**

Prices quoted in the proposals shall be firm for a period of at least ninety (90) days after the submission deadline.

**CURRENCY AND TAXES**

Prices are to be in U.S. dollars. The City is exempt from all sales and use taxes.

**CITY OF ONEONTA, NEW YORK  
REQUEST FOR PROPOSALS  
Engineering Architectural Services**

**REQUIREMENTS SECTION**

**PURPOSE AND SCOPE**

**PURPOSE**

The purpose of this RFP is to inform the private sector and any not-for-profit organizations of a potential business opportunity to provide professional engineering architectural services for the City of Oneonta.

**SCOPE**

The City of Oneonta intends that this Request for Proposal will result in the selection of a provider of professional engineering architectural services.

**PROPOSAL EVALUATION**

The City of Oneonta's Evaluation committee will consider the following criteria in evaluating proposals:

- \*Bidder's professional reputation
- \*Pricing
- \*Quality of proposal
- \*Bidder's experience with projects of this type

**PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held at 10:00 am on June 15, 2009 at the Public Safety Building. Attendance is not mandatory. A transcript of the questions and answers will be distributed to all attendees and to bidders who have returned the Receipt Confirmation Form. Verbal questions will be allowed at the meeting. However, questions of a complex nature, or questions where the bidder requires anonymity, should be forwarded in writing to the City prior to the meeting.

**VENDOR RESPONSE FORMAT FOR PRICING AND VALUE-ADDED INFORMATION**

The vendor will provide prices (in U.S. dollars) for the items/services listed. It is important that vendors outline features of their proposal, such as value-added product(s) and/or services(s) that would not normally be addressed in a pricing evaluation as they are of a non-monetary nature. Indicate volume discount levels if they apply to your services.

**VALUE-ADDED CONSIDERATIONS**

Bidder to include any relevant services or products that will be provided to the City which are not priced in this proposal, but which enhance the acquisition process.

**COMPANY PROFILE AND VENDOR INFORMATION:**

The following will be required in a company overview as part of bidder's proposal:

- \*Brief (one or two paragraphs) description of the vendor's business, its history and future plans
- \*Vendor Identification
- \*Corporate name
- \*Corporate address
- \*Telephone numbers
- \*Contact person(s)
- \*Vendor size
- \*Vendor Stability
- \*Number of years in business

**INSURANCE****INDEPENDENT CONTRACTOR:**

The CORPORATION/CONTRACTOR/AGENCY/CONSULTANT is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the CITY, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but no limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security Coverage or retirement membership or credit.

**INSURANCE REQUIREMENTS:**

Successful proposer may be required to provide appropriate insurance.

# **THE CITY OF ONEONTA, NEW YORK**

## **REQUEST FOR PROPOSALS**

**(RFP)**

### **SCOPE OF SERVICES**

#### **Engineering Architectural Services**

**The City of Oneonta is soliciting proposals for professional engineering architectural services. The purpose of the RFP is to obtain services for Engineering Architectural Services. Potential projects include the Atrium in fill feasibility study, Atrium in fill design, Roofing system replacement study and design, Concrete t-beam study, HVAC system study and Kalwall translucent panel system study.**

**It is anticipated that the Atrium Infill Feasibility Study will be completed this year. The project is being funded in conjunction with the Unified Court System; therefore any work beyond the feasibility study must be reviewed and approved by them.**

#### **Public Safety Building Atrium Infill Study-**

**The scope of services for the Public Safety Building Atrium in fill study will include the following items:**

- Preliminary Design Phase**
  - site inspection**
  - review building drawings**
  - develop design alternative solutions**
  - cost estimates for each alternative**
  - recommended scope of work**
  - attend up to three meetings if necessary**

**Contracts for subsequent projects to be negotiated based on rate schedule included in cost proposal.**

**CITY OF ONEONTA, NEW YORK  
REQUEST FOR PROPOSALS  
Engineering Architectural Services**

**SUMMARY OF KEY INFORMATION**

**Closing date for the Request for Proposal is 4:00 p.m., local time on June 25, 2009.**

**Send 3 copies of each proposal.**

**Interested bidders are advised to fax the enclosed Receipt Confirmation form immediately to ensure that they receive further information with regard to this Request for Proposal.**

**Responses to this RFP, and inquiries concerning this RFP process and contractual conditions should be addressed as indicated below.**

**For further information contact:**

**Edith Polhamus, Purchasing Agent  
City of Oneonta  
258 Main St.  
Oneonta, NY 13820  
Telephone: (607) 432-0410  
Telefax: (607) 433-3415**

**Information offered from sources other than the above is not official and may be inaccurate. Do not contact any other Departments or Agencies involved in this RFP.**

**CITY OF ONEONTA, NEW YORK  
REQUEST FOR PROPOSALS  
Engineering Architectural Services**

**RECEIPT CONFIRMATION FORM**

**Failure to return this form may result in no further communication regarding this RFP.**

Please complete and return this confirmation form within 2 working days to:

Edith Polhamus  
Purchasing Agent  
City of Oneonta  
258 Main St.  
Oneonta, NY 13820

Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

I have received a copy of the above noted RFP.

\_\_\_\_\_ We will be submitting a proposal

\_\_\_\_\_ We will not be submitting a proposal

I authorize the City of Oneonta to send further correspondence that the City deems to be of an urgent nature by the following method:

Courier Collect: \_\_\_\_\_ Mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF ONEONTA, NEW YORK  
REQUEST FOR PROPOSALS  
Engineering Architectural Services**

**ALL QUESTIONS PERTAINING TO THIS SOLICITATION MUST BE  
SUBMITTED IN WRITING.**

(PLEASE USE THIS FORM AND TELEFAX TO (607) 433-3415 TO THE  
ATTENTION OF EDITH POLHAMUS, PURCHASING AGENT. WE WILL  
RESPOND AS SOON AS POSSIBLE. REQUESTS FOR INFORMATION WILL BE  
HONORED UP TO ONE WEEK BEFORE CLOSING DATE.)

DATE: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax No.: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**CITY OF ONEONTA, NEW YORK**  
**REQUEST FOR PROPOSALS**  
Engineering Architectural Services

**COST PROPOSAL**  
INCLUDE THE FOLLOWING:

Brief (one or two paragraphs) description of vendor's business, its history and future plans.

**CONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **TELEFAX:** \_\_\_\_\_

**FEDERAL IDENTIFICATION NUMBER:** \_\_\_\_\_

**VENDOR SIZE:** \_\_\_\_\_

\_\_\_\_\_

**VENDOR STABILITY:** \_\_\_\_\_

\_\_\_\_\_

**NUMBER OF YEARS IN BUSINESS:** \_\_\_\_\_

**CONTRACTOR'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TOTAL FIXED COST**

Public Safety Building

\$ \_\_\_\_\_

Atrium Infill Structural Study

Include a cost schedule for services for additional work as authorized.

**CITY OF ONEONTA, NEW YORK**  
**REQUEST FOR PROPOSALS**  
Engineering Architectural Services

**FIRM NAME**\_\_\_\_\_

| <b>FACTOR</b> | <b>SCORE</b> | <b>WEIGHT</b> | <b>WEIGHTED SCORE</b> |
|---------------|--------------|---------------|-----------------------|
|---------------|--------------|---------------|-----------------------|

|                                                             |       |            |       |
|-------------------------------------------------------------|-------|------------|-------|
| <b>1. Quality and<br/>Comprehensiveness<br/>of Proposal</b> | _____ | <b>25%</b> | _____ |
|-------------------------------------------------------------|-------|------------|-------|

|                                  |       |            |       |
|----------------------------------|-------|------------|-------|
| <b>2. Technical<br/>Approach</b> | _____ | <b>25%</b> | _____ |
|----------------------------------|-------|------------|-------|

|                                     |       |            |       |
|-------------------------------------|-------|------------|-------|
| <b>3. Contractor<br/>Experience</b> | _____ | <b>30%</b> | _____ |
|-------------------------------------|-------|------------|-------|

|                                    |       |            |       |
|------------------------------------|-------|------------|-------|
| <b>4. Staff<br/>Qualifications</b> | _____ | <b>10%</b> | _____ |
|------------------------------------|-------|------------|-------|

|                 |       |            |       |
|-----------------|-------|------------|-------|
| <b>SUBTOTAL</b> | _____ | <b>90%</b> | _____ |
|-----------------|-------|------------|-------|

**SCORE: 4=Exceptional   3.5=Exceeds requirements**  
**3=Meets requirements   2.5=Falls short of requirements**  
**0=Unacceptable**

|                              |       |            |       |
|------------------------------|-------|------------|-------|
| <b>5. Estimated<br/>cost</b> | _____ | <b>10%</b> | _____ |
|------------------------------|-------|------------|-------|

**SCORE: rank in comparison with other proposals; lowest cost =4**

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|              |       |             |       |
|--------------|-------|-------------|-------|
| <b>TOTAL</b> | _____ | <b>100%</b> | _____ |
|--------------|-------|-------------|-------|

**EVALUATOR'S SIGNATURE**\_\_\_\_\_

**SAMPLE  
CITY OF ONEONTA  
CONTRACT AGREEMENT**

This Agreement made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ 2009 by and between THE CITY OF ONEONTA, New York, a municipal corporation with offices at City Hall, 258 Main Street, Oneonta, New York, hereinafter referred to as the "CITY" and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_) \*(a corporation organized and existing under the laws of the State of \_\_\_\_\_) \*(a partnership consisting of \_\_\_\_\_)

\*an individual trading as \_\_\_\_\_) hereinafter referred to as the "CONTRACTOR".

\*(Strike out the two terms not applicable.)

**WITNESSETH**, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

**Article 1. STATEMENT OF WORK.**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract as per proposal in strict accordance with the hereinafter referenced contract documents including all Addenda thereto, numbered

**Article 2. THE CONTRACT PRICE.**

The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed.

**Article 3. COMMENCEMENT & COMPLETION OF WORK**

Commencement and completion time periods to be as stated in Request for Proposal.

**Article 4. CONTRACT DOCUMENTS**

The Contract Documents shall consist of the following (including their attachments and exhibits):

- This Agreement
- Request for Proposal
- Request for Proposal Response
- Any Addenda

**Article 5. STATUTORY COMPLIANCE**

The Contractor recognizes that the services to be performed are provided to a Municipal Corporation and agrees and represents that it will at all times conform

with all local, state, and federal statutes, rules and regulations which may apply to private contractors performing services to a public entity in the State of New York.

**Article 6. JURISDICTION**

This contract was made in the City of Oneonta, Otsego County, New York. The parties agree that jurisdiction for any proceeding arising out of this contract shall be Otsego County, New York and interpreted under the laws of the State of New York.

This Agreement, together with the other documents enumerated in Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provisions of any other component is found contrary to any other part, the part first enumerated in Article 4 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement the day and year first above written.

**ATTEST:**

\_\_\_\_\_  
(CONTRACTOR)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(OWNER)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City, State, Zip Code)

**CITY OF ONEONTA**

**REPRESENTATIVE CERTIFICATION:**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the Corporation (company or partnership) named as the Contractor herein and  
that said Agreement was duly signed for and in behalf of said corporations  
(company or partnership) by authority of its governing body, and is within the  
scope of its corporate powers.

\_\_\_\_\_  
(Signed by)

\_\_\_\_\_  
(Title)

**AFFIX  
CORPORATE  
SEAL  
HERE**