

Ontario County
Purchasing Department
20 Ontario Street
Canandaigua New York 14424

Jenifer Langer-CPPB
Purchasing Director
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Phone 585-396-4442
Fax 585-396-4250
Web: www.co.ontario.ny.us

NOTICE IS HEREBY GIVEN

that the County of Ontario will receive Proposals for RFP **R20050 For 3010 Design Services Security and Space Optimization**. Such proposals must be filed with the Ontario County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424, on or before **4:00 PM prevailing time, October 16, 2020**. **All questions pertaining to this RFP shall be forwarded in writing to the Buyer at the address shown above.**

Ontario County reserves the right to reject any or all proposals.

Jenifer Langer
Buyer
Ontario County Purchasing

INSTRUCTIONS TO BIDDERS

- 1) Read all documents contained in the RFP specifications.
- 2) Vendors are responsible for submitting their proposals to the exact location indicated on the “Notice” prior to the time indicated in the “Notice”. No proposals will be accepted after the designated time indicated in the “Notice”. **Note: (1) original hard copy and (1) electronic copy are required to be submitted, if submitting the electronic copy by email forward to: Purchasing@co.ontario.ny.us**
- 3) Vendors are responsible for reporting, in writing, any errors found in the RFP specifications to the Ontario County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424.
- 4) Questions about or clarifications to the technical specifications must be made in writing to the Buyer prior to the proposal due date. Such questions must be in the possession of the Buyer three working days prior to the proposal due date unless otherwise indicated. Questions can be emailed to Purchasing@co.ontario.ny.us Verbal questions may not be entertained.
- 5) Vendors shall indicate on the outside of their sealed proposal the following information:
 1. **Title of RFP and RFP Number**
 2. **Date and Time of Proposal due date**
 3. **Company Name**
- 6) The only forms necessary to be submitted with your proposal are the following:
 1. **Non-Collusion Affidavit signed and dated**
 2. **Insurance certificates as described in “Schedule B” Insurance Form**
 3. **Bidders Statement on Sexual Harassment Certification**
 4. **References as specified**
 5. **The proposal form filled out completely**

Failure to submit any of the above data may result in the rejection of the proposal. Furthermore, the County reserves the right to request any additional information deemed necessary for the proper evaluation of this proposal.

- 7) **Failure to comply with the above may result in the rejection of the proposal as being unresponsive.**
- 8) Under no circumstances is it necessary to return the RFP packet. It should be retained by the vendor for his/her records.

GENERAL INFORMATION

AWARD OF RFP:

The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Ontario County Clerk of the Board of any contracts they have been awarded. Notice of awards shall be in the form of a copy of the resolution awarded by the Ontario County Board of Supervisors sent to all successful vendors by U.S. mail. Unsuccessful vendors shall not be informed.

TERM OF CONTRACT:

Any contract resulting from this bid shall be for that period of time required to complete the contract as agreed upon. This shall include all that period of time required to make any adjustments, corrections necessary as a result of the County and the vendor completing a punch list after completion of the construction. This shall also include any time required to complete a shakedown of all mechanical equipment. Finally the contract period shall include all the time required by the County to make committee and board approvals for payments including any retainage.

PROHIBITION AGAINST ASSIGNMENT/TRANSFER/SUBCONTRACT:

The vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this agreement, to any other person or corporation without previous consent, in writing, of the County.

NON-APPROPRIATIONS CLAUSE:

In accordance with New York State General Municipal Laws the County of Ontario will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Ontario County Board of Supervisors is not in and of itself a binding contract with the County. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation. (see Bid Form for further notes)

PRICE ADJUSTMENTS:

Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the County Board of Supervisors may any of the contract pricing be changed for any reason without prior written approval by the County. The vendor may request a price adjustment after the first six months of a contract term. However, the vendor may only make one such request per contract term. If a price adjustment request is made, the vendor shall give the County a minimum of thirty-(30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index Table 4 for all items as calculated by the County Purchasing Department. Should the County deem the requested adjustment unacceptable, the County reserves the right to terminate the contract in accordance with the terms of this RFP and seek pricing from whatever sources may be legally available.

NON-ASSIGNMENT:

In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this RFP, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Ontario County Board of Supervisors

TERMINATION:

The County, upon ten (10) calendar days' notice to the vendor, may terminate any contract(s) resulting from this RFP in whole or in part when the County deems it to be in its best interest, whether with or without cause. In such event, the vendor shall be compensated and the County shall be liable only for payment for goods, materials, equipment and/or services provided under any contract(s) awarded as a result of this RFP up to the effective date of termination.

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

Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the County option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by the using department and the County Attorney, the vendor agrees to remove the equipment and refund the County a prorated amount as follows: the percentage of time the equipment ran as advertised, as documented by the County, in comparison to the manufacturers guarantee shall be calculated and that percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to the County. No finance or any other charges shall be assessed to or by either party.

In the event the County determines that there has been a material breach by the vendor of any of the terms of any contract(s) awarded as a result of this bid and such breach remains uncured for five (5) days after service on the vendor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate any contract(s) awarded as a result of this bid and the County shall have the right, power and authority to complete that which is required by the contract awarded as a result of this RFP, and any additional expense or cost of such completion shall be charged to and paid by the vendor. Service of notice hereunder shall be effective on the date of mailing.

JUDGMENTS/LEGAL FINDINGS:

By submitting this proposal for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this RFP. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the County.

GUARANTEE:

The vendor guarantees that all work will be conducted in accordance with the Bid Specifications and that all goods, materials and/or equipment supplied to the County meet or exceeds the Bid Specifications. Should the goods, materials and/or equipment be found not to meet the Bid Specifications, the vendor shall remove and/or at the County's sole discretion, replace all faulty goods, materials and/or equipment within a time frame dictated by the County at no cost to the County.

IRAN DIVESTMENT ACT:

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract

awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Ontario County receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Ontario County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Ontario County shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Ontario County reserves the right to reject any proposal, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award

INDEPENDENCE:

The vendor expressly understands and agrees that it is and shall in all respects be considered an independent contractor. The vendor, its employees, partners, associates, subcontractors, subconsultants and any others employed or retained by the vendor in the performance of a contract resulting from this RFP, are not and shall not hold themselves out nor claim to be an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. Further, vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this bid, and agrees if the County were to be assessed a penalty related to this bid that vendor will defend and indemnify the County for any said penalty or related penalty.

NON-DISCRIMINATION:

The vendor expressly agrees that:

(a) in the hiring of employees for the performance of a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf, shall discriminate against any person on the basis of any characteristic or classification protected under New York State or federal anti-discrimination laws, who is otherwise qualified and available to perform the work to which the employment relates; and

(b) neither the vendor, any subcontractor, nor any person acting on behalf of such vendor or subcontractor shall, in any manner, harass, discriminate against or retaliate against any employee hired for the performance of work under this Agreement on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(c) in the course of performance of work under a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf shall, in any manner, harass, discriminate against, or retaliate against any person on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(d) that there may be deducted from the amount payable to the vendor by the County under any contract resulting from this bid a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

(e) that any contract resulting from this bid may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section.

NO CONFLICT:

The vendor agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The vendor further agrees

that, in the performance of a contract resulting from this bid, no person having any such interest shall be employed by it.

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

COMPLIANCE:

The vendor shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to its performance of any contract resulting from this RFP and any terms and conditions of a grant associated with any contract(s) awarded as a result of this RFP.

DEFENSE AND INDEMNIFICATION:

The vendor agrees to the fullest extent of the law:

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

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in Sub-paragraph "(a)" above and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the vendor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

These defense and indemnification obligations shall survive the expiration or termination of any contract resulting from this bid, whether occasioned by the contract's expiration or earlier termination.

EMPLOYEE VERIFICATION REQUIREMENTS:

All vendors and all municipal entities included under any contract(s) resulting from an award of this RFP are required to comply with all current state, federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract.

All vendors shall, upon request, supply the County with certified copies of U.S. Citizenship and Immigration Services Form I-9 for all employees, subcontractors and their employees. These forms should be on file at the vendor's home office and are available online at <http://www.uscis.gov/files/form/i-9.pdf> . By submitting a bid for consideration by the County, the vendor acknowledges that it has complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

RECORDS:

All original records compiled by the vendor in performing under a contract resulting from this bid, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The vendor may retain copies of such records for its own use.

Schedule "B"

Insurance Form

“Schedule B” consists of **three separate forms**, (1) proof of Workers Compensation insurance, (2) proof of Disability insurance and (3) proof of Liability insurance/auto/professional insurance supplied on an ACORD Certificate

I. All bids and quotes shall include the required proof of insurance forms with the response. Failure to do so may deem the vendor non-responsive.

II. CERTIFICATES OF INSURANCE

A. All insurance ACORD certificates shall name Ontario County as “additional insured”.

B. “Certificate Holder” shall be made out to the "Ontario County, 20 Ontario Street St, Canandaigua, NY 14424"

C. Coverage must comply with all specifications of the contract.

D. Executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York.

E. The Certificate must indicate that prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the County of Ontario and the County Department requesting this Certificate, before such change shall be effective.

III. The vendor shall supply an ACORD Certificate of Insurance for vendor classification ___D___. The following two pages are a sample of the required Insurance ACORD **and** details of the required forms for Workers’ Compensation and Disability according to Sections 57 and 220 subd. 8 of the Workers’ Compensation Law. **(The ACORD Certificate, Workers’ Compensation certificate and Disability certificate must all be on file with the County before any contracts/awards can be approved by the Ontario County Board of Supervisors and must be kept current for any payments to be made).**

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

Workers' Compensation Requirements under Workers' Compensation Law §57

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

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

A) Form [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, <https://www.businessexpress.ny.gov/>

Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form [C-105.2](#), *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or [GSI-105.2](#), *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

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

NYS Agencies Acceptable Proof: Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

<https://www.businessexpress.ny.gov/> or

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) Date Form is issued
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (Name of Agent)	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No.): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 2px;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; padding: 2px;">NAIC #</td> </tr> <tr> <td style="padding: 2px;">INSURER A : Insurance Company name here</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER B : Insurance Company name here</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER C :</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER D :</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER E :</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER F :</td> <td style="padding: 2px;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Insurance Company name here		INSURER B : Insurance Company name here		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Insurance Company name here															
INSURER B : Insurance Company name here															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED (Contractor/Vendor)															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		(Policy Number)	Date	Date	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
								\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			(Policy Number)	Date	Date	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N		N / A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	Professional Liability			(Policy Number)	Date	Date	Policy Limit	\$1,000,000

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractor/Consultant services provided as per contract with Ontario County

CERTIFICATE HOLDER Ontario County 20 Ontario Street Canandaigua, NY 14424	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SCOPE-OF-WORK (SCHEDULE A)

REQUEST FOR PROPOSAL

Ontario County, a municipal corporation duly organized under the laws of the State of New York, is seeking proposals for professional consultant services to design improvements to the building and ancillary improvements located at 3010 County Complex Dr. in the Town of Hopewell, NY. Deliverables include detailed drawings and specifications, suitable for bidding and construction.

Built in 1987, 3010 County Complex Dr. is a 70,000sf, 2 story slab on grade building that houses the Department of Social Services, Probation, Veteran's Affairs, and the Conflict Defender's Office. 4 Offices on the 2nd floor are used by the County Public Defender which has outgrown its space in the basement of 20 Ontario St. There have been no additions or major renovations since initial construction. The building is fully occupied and very busy with continuous interactions between staff and various clients. Many of the offices have double and triple occupancy. In 2016, a concept plan was developed by SWBR with recommended floor layouts and cost estimates for a whole building renovation and possible expansion. The concept was never finalized and funding for a full building renovation has been delayed until 2022. In 2019, recommendations for improving security were developed by Business Protection Specialists (BPS) as part of a countywide security study (available upon request).

The objectives for this project are:

1. A revised concept plan for a whole building renovation that:
 - a. Addresses longstanding facility and operational security issues. This includes reorganizing space to fully separate and secure staff workspace from space for meeting with clients/public.
 - b. Optimizes space use with full consideration of options for remote work and shared spaces. The County recently developed and is the process of implementing a policy for alternative work arrangements, including remote work.
 - c. Improves overall function and adjacencies.
 - d. Establishes a scope for schematic and final design and renovation currently planned for 2022
 - e. Provides the basis for accurate cost estimates to be included in the County's Capital Improvement Plan Budget
2. Renovation of the exterior wall at the east building entrance to address leakage and maintenance problems [link to County Report](#)
3. Renovation of the rooftop (penthouse) mechanicals enclosure.

GENERAL PROJECT SCOPE: The project involves:

1. A revised concept plan for renovation of the entire building.
 - a. Review of the SWBR space planning documents as well as BPS recommendations.
 - b. Follow up space programming interviews and analysis of building systems to develop a revised concept design for the entire building.
 - c. Development of more specific designs for the entire building renovation will be handled through a future contract.
2. For the east façade and the penthouse mechanicals enclosure, design services will be needed for all stages of the project from concept design through construction and post construction/occupancy.

The primary goal is an improved facility that will continue to meet the evolving needs of resident staff and the public. Designs will emphasize:

1. Providing secure staff space that is separate from space for interaction with the public.
2. Implementation of other measures to improve security for staff and the public.

3. Designs that anticipate an increased number of staff working remotely.
4. Designs that anticipate and encourage increased sharing of workspaces.
5. Compliance with applicable regulations.
6. A project that is within budget and when completed, ready for immediate use



PROJECT SITE:

3010 County Complex Dr. is part of the larger County owned campus in Hopewell, NY. It is on the south side of County Road 47 amidst a mix of government and institutional uses. Other surrounding uses are agriculture and large lot residential. Floor and site plans can be accessed here ([link](#)).

QUALIFICATIONS: Proposals shall include a detailed profile of relevant experience for all proposed contractors and subcontractors. Proposals must include, at a minimum:

1. A description of relevant experience for the firm and all individuals proposed to perform the work (the project team). Relevant experience should include:
 - a. Facility and operational security. The County will be retaining BPS to review project deliverables on behalf of the County. Proposals need to show that the Design Consultant has and will utilize security expertise necessary to develop appropriate designs and specifications for County review.
 - b. Space optimization and design that includes shared workspaces and accommodates part time and full-time remote workers.
2. A listing of projects of similar size and nature and a description of the respondent's role.
3. References from at least three (3) customers with projects of a similar size and nature.

One or more member of the project team must be licensed to provide professional engineering services. Copies of licenses must be included in the proposal.

The successful respondent (hereinafter referred to as the Design Consultant) will show that they or a subcontracted firm have commensurate expertise and experience for this project.

The County also reserves the right to require more information prior to accepting an offer, such as how the vendor plans to carry out this service, or clarification on any portion of the proposal

CONSTRUCTION MANAGEMENT: The County may hire a Construction Manager Consultant. The chosen Design Consultant will be required to coordinate with the Construction Manager Consultant as appropriate.

COST PROPOSAL:

1. The proposal shall include the total fixed price for the design services described in this RFP and shall be designated on the form included in Appendix D.
2. The total fixed price shall include a 10% contingency to be held for unanticipated consultant services that would be an addition to what is included in the consultant's original proposal. The contingency shall be noted in the detail cost documentation attached to the cost proposal cover page and included in the lump sum cost quoted in the proposal.

Ontario County requires prior written approval through approved and fully executed contract amendments prior to performance of any such additional services,

3. The proposal shall include a separate cost for each phase of the work listed below and as further described in this RFP:
 - a. Concept Design
 - b. Schematic Design
 - c. Design Development
 - d. Construction Documents
 - e. Pre-construction and Bidding
 - f. Construction
 - g. Post Construction/Occupancy

For each phase, the cost proposal shall include a detailed description of the services to be provided as well as a listing of personnel (including subcontractors), their estimated hours, and hourly rate.

4. The fee shall be broken into the phases listed in part 3, above, with a tentative payment schedule that includes provision for the County to retain 5% (five percent) until completion of the entire contract.
5. The total fee for the Design Consultant to complete the work shall be included in the proposal. Further, the fee for each separate proposed subcontractor shall be included in the proposal, and broken down as described in 1, 2, 3, & 4 above. Upon execution of a contract with the County any change in subcontractors shall be subject to prior review and prior written approval of the County.

ADDITIONAL REQUIREMENTS:

1. This Request for Proposal shall be considered as part of the contract. Unless otherwise specified in the Proposal or contract between the County and the Design Consultant, it is assumed that all services requested in the RFP are included in the resulting scope of work.
2. The Design Consultant and all subcontractors shall certify to the County that they will meet all applicable local, state, and federal requirements regarding employment and professional standards.
3. The Design Consultant shall be responsible for the integrity of its portion of the design of the structure, its features, and systems.
4. The Design Consultant shall obtain insurance, as deemed appropriate by the County, for itself, its subcontractors, and the County for coverage of claims which may arise from the performance of any aspect of the contracted work. Proof of insurance shall accompany the proposal and shall be attached to each

consultant contract as Schedule "B" thereof. A sample copy of County insurance requirements is attached hereto.

5. 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 County, through the County Administrator, reserves the right of final interpretation of any clarifications or modifications made within the context of the contract.
6. The County will not be bound to make use of any of the designs produced by any consultant.
7. The County will not be bound to construct any building or facility, nor will it be bound to purchase any equipment, materials, or furnishings.
8. Upon payment for services rendered, the Design Consultant will provide the County final drawings depicting all improvements and construction as built in electronic format.

OVERVIEW & GENERAL INFORMATION:

1. The Design Consultant shall prepare the work within the time frame specified herein by the County and shall propose a schedule for progress meetings with the County Project Manager and Construction Manager Consultant. The Design Consultant shall provide the County tentative dates for the commencement and completion of the following events to mark the major divisions of the contract.
2. Design Consultant attendance and participation at work progress meetings is important. All material submitted for the Board of Supervisors or its Committees for review shall be delivered to County staff at least one week prior to scheduled meetings to allow time for staff comment. The Board of Supervisors has designated its Public Works Committee to oversee this project. Occasional contact with other standing committees such as Financial Management and Government Operations may occur.
3. The County may retain a Construction Manager Consultant (CM) for this project. The CM would provide on-the-job daily project management services, review the overall progress of all design elements, and work with the County Project Manager to elicit County staff review of the technical components and provide input regarding the specialized needs of the facility. The Design Consultant shall be expected to participate at progress meetings, job meetings, and presentations established as necessary by the Project Manager and the CM. Project components with legal implications may be referred by the Project Manager to the County Attorney.
4. It is expected that there will be formal presentations to the Public Works Committees at their regular meetings (at least one per phase), at least one presentation before the Board of Supervisors, and continual communication with appropriate County staff, the County Project Manager, and the County CM, including in person meetings at the building sites, in County offices, or at the firms' offices. Graphic presentations that include the use of 3-D models and computerized animation of designs generated from AutoCAD files should be used throughout the schematic and design development phases where appropriate. Such techniques are considered helpful to assisting County Staff, the Public Works Committee, and the County Board of Supervisors in reviewing and evaluating the Design Consultant's recommended design concepts and plans.
5. The Design Consultant shall contact state and federal agencies as required to obtain all pertinent information related to the project and ensure that all aspects, including, for example, design elements, contractor employment practices, and record keeping are consistent with any applicable state or federal regulations. This includes application to the NYS Department of Labor for review of plans for buildings with areas of public assembly. The Design Consultant shall prepare applications and related materials for all requisite permits. Extensions or improvements to existing public utility services may be required as part of this project. The Design Consultant shall be required to work with the County's Code Enforcement Officer, who shall be responsible for issuing permits, conducting inspections, and issuing a certificate of

occupancy as required by the New York State Uniform Fire Prevention and Building Code. The cost of obtaining permits and inspections is not the responsibility of the Design Consultant.

6. The Design Consultant shall produce and submit to the County for review, the following plans and specifications both on paper and in other format(s) as approved by the County Project Manager:
 - a. Drawings and supporting documentation to demonstrate completion of each phase of work in compliance with this RFP,
 - b. Final drawings and specifications released for bids, including all alternates and addenda thereto,
 - c. Construction drawings and specifications
 - d. Final drawings that accurately depict construction documentation provided by the contractors through their submission of As-built drawings.
7. At each phase, the Design Consultant shall provide both the County's Project Manager and Construction Manager Consultant, with sufficient information for the Construction Manager Consultant to produce an updated construction budget and work with the County Project Manager to define the total project budget estimate to reflect the increasingly detailed information on construction and other costs. The County's Project Manager will provide information regarding costs for which the County is directly responsible (i.e. financing for bonds) that must be included in the completed project budget.
8. At the direction of the County Project Manager, the Design Consultant shall respond to the appropriate NYS agencies inquiries, comments, and requirements. In addition, the County Code Enforcement Officer may solicit input from the staff of the NYS Department of State, Regional Office, and Code Compliance Division to assist in the review of the facility.
9. During all parts of the design phase, the Design Consultant shall hold meetings as directed by the County's Project Manager with various County, and State officials to review documents for compliance with all applicable codes, ordinances and standards.
10. All proposed designs must reflect the criteria and priorities specified by the County. The design must be appropriate for the site and neighborhood as determined by the County.
11. It shall be the responsibility of the Design Consultant to ensure that receiving facilities can adequately handle any additional runoff from the project. Any necessary grading & drainage plans shall comply with NYS Pollution Discharge Elimination System regulations and be stamped by a Professional Engineer or Landscape Architect licensed to practice in New York State.
12. Each of the following items shall be addressed in the schematic design and shall be completed in the design development and construction documents.
 - a. Material Type and Longevity: Interior finishes and materials should be designed for low maintenance and longevity, of a strength and durability appropriate for the intended uses.
 - b. The design shall meet all applicable codes and regulations for public buildings and facilities, including but not limited to; the New York State Uniform Fire Prevention and Building Code, Department of Labor, New York State Energy Code, and the Americans with Disabilities Act. The Design Consultant shall be responsible for understanding applicability of all such codes and shall further inform the County of any upcoming scheduled or proposed changes in any applicable codes that could influence design requirements prior to completion of construction. During all phases, the Design Consultant will submit copies of plans to the County for these agencies review. The Design Consultant shall be prepared to demonstrate how the design meets the program needs (including state agency requirements of the local departments' spaces), and applicable codes.
 - c. Proven Technology: All improvements and systems shall make use of the most effective, up-to-date, and proven technology. The structure and its systems shall be as efficient and reliable technology presently

allows. Any system, construction method, or material proposed for use which could be considered experimental or not sufficiently proven to be effective over the required longevity of the building shall be documented in order for the County to make an informed decision regarding inclusion in the final design. The County will make the final decision regarding the exclusive use of patented or copyrighted systems as integral parts of the design.

- d. Sustainability and Recycling: The design and specifications for this project will place a high priority on use of environmentally sustainable materials and include a specific plan to maximize recycling of generated debris.
- e. Energy Efficiency: Energy efficiency is to be enhanced as appropriate. To the extent practical, all designs shall incorporate equipment and materials that will qualify for funding from the New York State Energy Research and Development Administration (NYSERDA). Options, costs, and NYSERDA funding shall be reviewed throughout the design process.
- f. Mechanical, Electric, & Plumbing Systems: The project shall include evaluation of building systems relevant to the project. These may include heating, ventilation, air conditioning, electrical, plumbing, fire safety, and security, as well as any other operable equipment integral to the project.

The Design Consultant is hereby notified that the County buys primary power from the local utility company, Rochester Gas and Electric. Because of this, the County owns its transformers and most switchgear on its property. The project shall include verification that the external infrastructure connections with electric, gas, sewer, telephone, data transmission, and water lines, are adequate. It shall also include review of the adequacy of the current transformer supplying power to the site to support the new functions and any expansion.

The resulting design shall include all upgrades to such systems, made necessary by the project. The proposed remodeling/expansion of all mechanical systems shall be efficient; effective for the proposed building design; shall be low cost over the life of the system and the structure; and shall be easily maintained by County personnel. All systems proposed shall consist of long-lived, efficient, good quality equipment manufactured and guaranteed by reliable companies. The County expects that any needed replacement parts will be easily procured over the expected life span of the equipment. The County will provide specific information regarding its communications equipment, such as telephones, network, and computers. Design of the facility shall accommodate the County's energy management system, communication and computer equipment and shall further include internal building communications systems, security (such as a card access system), fire detection and alarm systems. The design also shall include flexibility to accommodate future capacity, for example, by providing for appropriate conduits in walls and/or floors.

The Design Consultant shall hold an initial meeting early in the design process with appropriate County staff responsible for such systems to learn the County's preferred types of systems. Communication with County staff through the design and production of the specifications is considered vital to the success of the project and a primary Design Consultant responsibility. Sufficient time shall be allowed for County staff review and comment on all systems during all phases

- g. Liability, Life Safety, and Security: The design shall minimize liability for accidents inside the structure and on the site. The Design Consultant shall point out the features addressing this concern when presenting the schematic design. The Design Consultant shall incorporate into the design the security features identified by the County through the work done by its office of Employee Safety.
- h. Equipment: Design of the facility shall include all fixed equipment, both standard and specialized, including security systems, and any other specialized equipment identified that is integral to the facility. The consultant shall work with the building users to identify specialized movable equipment (both existing and to be purchased) in order to accommodate it properly in the new facility. The consultant shall confer with the County Purchasing Department to determine whether equipment can be acquired more efficiently through state price list or bid procedure.

13. **State Environmental Quality Review:** The County anticipates this project will be an unlisted action under the New York State Environmental Quality Review Act (SEQRA). The Consultant will be responsible for furnishing the Project Manager with requested information to complete the environmental assessment form for this project. The County shall be responsible for drafting forms, resolutions, and notices required to complete the environmental review, which will be completed prior to any contractor bidding. The County shall contract directly with an archeologist to perform any needed site evaluation. The Design Consultant shall be responsible for designating the study area for the Archeologist hired by the County and incorporating the results of their analysis of the site into the design.

WORK PHASES:

A. Concept

As part of this phase an overall space program is to be developed utilizing the existing information provided with this RFP as well as interviews to be conducted by the Architect of the County Project Manager, appropriate County staff, County Public Works Department staff, the County Code Enforcement Officer, and the Public Works Committee. The Architect will assist the County in its efforts to arrive at final space assignments that will serve as the template for schematic and final design.

Other potential County uses for space in may be identified by the County and shall be programmed by the Architect.

B. Schematic

1. The purpose of the schematic design phase is to further refine the concept design to indicate the type of spaces, materials, and systems that are proposed for each defined function.
2. The schematic design shall be completed to a level of detail necessary to inform the County regarding the functional layout and systems, the interior and exterior appearance, the overall appropriateness of the design, and the degree to which it meets the County criteria and priorities.
3. Work Elements & Tasks to be performed by the Design Consultant include:
 - a. Determination of relevant issues, site considerations
 - b. Presentation to County Project Management Team
 - c. Revisions & options development based upon comments and direction from the County Project Management Team.
 - d. Presentation to Public Works Committee
4. The Schematic Design shall illustrate the scale, general characteristics and relationships of all project components. All aspects of the project should be analyzed and the schematic drawings should provide a fully developed schematic design solution. The Design Consultant shall provide to the County:
 - a. Site and building plans and specifications. Development of construction drawings and specifications to a state of approximately 20% completeness.
 - b. Exterior elevation drawings of the facility with proposed exterior materials indicated. This also includes a perspective rendering for each Schematic Design in color for presentation to the County.
 - c. A list of specialized equipment to be installed.
 - d. A site master plan.
 - e. A schematic level estimate of all construction costs. Prepare a Construction budget estimate, and work with the County Project Manager to prepare a total project budget estimate.
 - f. A project completion schedule for the design.

The Design Consultant shall modify the schematic design in response to comments received from both the County Project Management Team and the Public Works Committee.

C. Design Development

1. This involves refinement of the schematic design to produce a Final Design that supports decision making about materials and systems to be used. All site improvements and building interior areas shall be completely designed and specified so that all layouts are known; non-moveable furnishings, finishes, fixtures and equipment are specified with any cabinet and carpentry work, and colors finalized.
2. The Design Consultant is responsible for assigning all interior colors, once the County Project Management Team has reviewed and approved the Design Consultant's recommendations for interior finishes and materials.
3. The Design Consultant shall prepare a construction cost estimate for review and approval with the design development documents. The County's Construction Manager Consultant shall prepare a separate construction cost estimate and project cost analysis during this phase. The analysis will include costs for specialized equipment.
4. At the conclusion of this phase, development of construction drawings and specifications should be approximately 60% complete.
5. The Design Consultant shall present the Final Design to the County Project Management Team and then the Public Works Committee for approval. The Design Consultant shall be responsible for revising the plans and specifications as directed by the County Project Management Team and/or the Public Works Committee.

D. Construction Documents

1. The Design Consultant shall develop all drawings and printed material specifications required to produce construction documents in accordance with standard AIA Basic services (prime contracts for General Construction, Plumbing, HVAC, Electric, and Site Work) for the Final Design as approved by the County.
2. The Design Consultant will prepare the most definitive drawings and documents that specify the size and detailing of the project as to architectural, structural, mechanical, and electrical systems, specialized equipment, materials, paving and site work appropriate to the project. These services are to be provided in accordance with standard AIA Basic services and must include a final construction cost estimate and final estimated construction/installation schedule. The Design Consultant shall prepare all specifications and bid documents for use in preparing bid packages. Modifications to the content of Basic Services may be required to comply with State and County requirements.
3. The County will receive a complete set of the signed and stamped plans for the selected final design. The scale of final design drawings will be determined by the County.
 - a. Architectural drawings shall be stamped by a licensed Architect;
 - b. Mechanical and HVAC drawings shall be stamped by a licensed Professional Engineer (P.E.),
 - c. Electrical plans shall be stamped by a P.E. specializing in electrical engineering,
 - d. Site design, including landscaping, grading and drainage plans shall be stamped by a licensed Landscape Architect,
 - e. Site surveys shall be stamped by a licensed Land Surveyor, and
 - f. Geotechnical reports shall be stamped by a licensed P.E. specializing in geotechnical engineering.
4. The Design Consultant shall complete the construction documents, including both specifications and plans, to 100%. All materials, finishes, and colors shall be designated therein.

5. The Design Consultant shall submit the final design documents to the County Project Manager for review by the County Project Management Team and the Public Works Committee. The Design Consultant shall be responsible for revision of said documents in accordance with comments and direction of either the Project Management Team or Public Works Committee. The Design Consultant shall submit six complete check sets of the proposed Construction Drawings and specifications to the County Project Manager. The County is adamant that the project schedule provide sufficient time for review of final Construction Drawings and specifications by County Staff and outside consultants (such as a Construction Manager Consultant) in order to prevent problems during bidding, construction, and after construction.
6. At its discretion, the County Project Management Team and/or the Public Works Committee may select certain elements of the project to be listed as bid alternates. The Design Consultant shall provide plans and specifications for said bid alternates.

E. Pre-Construction and Bidding

1. The Design Consultant shall include a scope of work in the Construction Documents for the following contractors: HVAC, Electrical, Plumbing, and General Construction.
2. A separate bid may be completed to purchase specialized equipment
3. The scope of work for each prime contractor shall include a Field Order Allowance amount the contractor must include in their bid amount. This Field Order Allowance amount shall be established by the County upon recommendation of the Consultant. Use of field Order Allowances shall be authorized only by the County Project Manager.
4. The Design Consultant shall be responsible for providing a Bid Package that is organized into four separate bid packages: HVAC, Electrical, Plumbing, and General Construction. The County may require these work scopes and documents to be supplied to a Construction Management Consultant to repackage into additional contracts, which shall then be incorporated into the Bid Package, including both plans and specification notes and changes as may be required.

The Design Consultant shall also be responsible for the inclusion in the Bid Packages all requirements to be made binding upon and all certifications to be obtained from the bidders and the selected contractors. Also included shall be the criteria to be used in the evaluation and qualification of the bids and bidders. Such criteria shall be developed cooperatively by the Design Consultant working with the County's Construction Management Consultant and reviewed and approved by the County Project Management Team and Public Works Committee of the Ontario County Board of Supervisors.

The Bid Package shall be in form and content approved by the County Project Manager. All submitted documents (construction plans and the specification book cover) must bear the stamp of an Architect or Professional Engineer licensed by the New York State Dept. of Education as further specified in Part F, 3 of this RFP.

5. At its discretion, the County Project Management Team and/or the Public Works Committee may select items to be listed as bid alternates. The Design Consultant shall provide plans and specifications for said bid alternates.
6. The Design Consultant shall submit three complete check sets of the proposed Bid Package to the County Project Manager, allowing sufficient time within the schedule for County staff and the County's Construction Manager Consultant to review and approve prior to bidding. These copies will be reviewed by County staff for accuracy and legal form.

All bid documents and Agreements shall be reviewed by the County Attorney and County Purchasing Department prior to the County publishing the request for bids.

7. The Design Consultant shall be responsible for attending and participating in a Pre-Bid Conference, held to allow potential bidders to tour the project site. The location, time, and date of said conference shall be approved by the County Project Manager. The Design Consultant shall be responsible for handling all bidder questions regarding the bid documents. Other participants at the Pre-Bid Conference shall include the County's Construction Manager Consultant (who shall explain the various scopes of work, project construction schedule, request for information procedures, and bill review and County payment procedures), County Project Manager, and representatives of the County Purchasing Department.
8. The Design Consultant shall be responsible for making any design changes, modifications, or clarifications in bid documents necessary during the bid procedure, through the production of addenda. The Design Consultant shall work with the County Purchasing Department and the Construction Management Consultant to assure that the bid documents, addenda, and procedures meet all standard County requirements. Addenda shall be prepared in final form by the Design Consultant, shall bear the seal of an Architect or Professional Engineer licensed by the New York State Department of Education, and be provided to the County Purchasing Department for reproduction and dissemination to all registered holders of copies of the Bid Package.
9. The specifications shall be written to require the contractor to minimize disruption of the operation of adjacent facilities, including parking, due to construction. County staff shall work with the Design Consultant to identify contractor material and equipment storage areas and parking arrangements. The Design Consultant shall incorporate these as requirements into the Bid Package.
10. The County shall be responsible for printing specification books and plan sets for bidding. The Design Consultant shall provide one final hard copy of the final approved Bid Package and one copy of the specification book(s) in Adobe Acrobat portable document format (*.pdf) or other electronic format approved by the County Project Manager, and a digital copy of the construction plans compatible with the current version of AutoCAD Map.
11. The Design Consultant shall work cooperatively with the County's Construction Manager Consultant to provide of a list of potential bidders for each contract to the County Purchasing Office, including firm name, type of work they perform, contact name, telephone number, and facsimile number.
12. The Design Consultant shall specify all material inspection and testing services and requirements that need to be performed to ensure that construction is in compliance with the Bid Packages. This information shall be noted in the Bid Package, but will be provided separately to the County Project Manager, as it is the intent of the County to bid separately for these services so that the company providing such services is contracting directly to and responsible directly to the County.
13. The Design Consultant shall attend the Bid Opening, presided over by the County Purchasing Department.
14. The Design Consultant shall provide an analysis of bid submission developed in cooperation with County's Construction Manager Consultant, to the County Project Manager within 1 week after bid opening. The Design Consultant shall be responsible for performing and including in said analysis, a review of all substitutions submitted with bids by apparent low bidders. Said analysis shall further include a review of any requisite materials on bidder qualifications and evaluation of the bids. The collection of bidder qualification materials shall be the responsibility of the County and may be delegated to the Construction Manager Consultant.
15. The Design Consultant shall participate with the County Project Manager and Construction Manager Consultant in a Pre-Award conference with apparent low bidders to determine low responsible and qualified bidder through review of each scope of work to ensure that the bid submission accurately addresses each contractor's responsibilities under that scope.
16. The Design Consultant, in participation with the County Construction Manager Consultant shall make a written recommendation to the County identifying the low responsive, responsible, qualified bidders. Said

recommendation shall include justification for the rejection of any apparent low bidders based upon the qualification of the bidder or failure of the bidder to meet terms or conditions present in the bid, such as the substitution of non-equivalent products.

17. The County shall be responsible for collecting and reviewing all requisite contractor insurance forms, bonds, etc. for low responsive, responsible, qualified bidders. This responsibility may be delegated to a Construction Manager Consultant. These materials shall be reviewed by the office of the County Attorney and County Risk Manager prior to approval.
18. The County shall be responsible for preparing the Notice of Award and AIA contracts for all contractors to which construction contracts have been awarded. Contracts for construction shall be awarded consistent with established County policy and applicable laws. The County shall be responsible for timely execution of all requisite AIA contracts and forms that require the Design Consultant's review and signature.

F. Construction

1. The Design Consultant shall provide inspection of the work as necessary to determine that the work proceeds in accordance with the intent of the contract documents, and in response to queries or concerns of the County Project Manager or County Construction Manager Consultant. This shall include resolution of issues with the County's Code Enforcement Officer and/or Safety Coordinator. The Design Consultant will not be required to perform continuous inspections, as this will be furnished through the County's Construction Manager Consultant or other means by the County.
2. The Design Consultant shall work with the County's Construction Manager Consultant, to advise the County's Project Manager, who shall be the sole judge, as to whether the work is in conformance with the intent of the contract documents and shall have the authority to issue written halt work orders. The County or its Construction Manager Consultant shall contact the Design Consultant if such questions arise while the Design Consultant is not on the site.
3. The Design Consultant shall review and approve or, as appropriate, disallow contractor shop drawings, product data, and samples. The Design Consultant or the Project Architect member of a Design Consultant Team shall make all color and finish selections. The County or its Construction Manager Consultant shall evaluate the contractors' applications for payment, subject to the County's approval and payment procedures.
4. The Design Consultant shall work with the County's Construction Manager Consultant, to prepare and review all field order allowances or change orders as necessary and submit them to the County Project Manager for approval. All change orders requiring either a change in budget or schedule shall require approval of the Design Consultant, the County Project Manager, the Public Works Committee, and the Ontario County Board of Supervisors. The County Board of Supervisors may establish monetary guidelines for change orders that may be approved and initiated prior to Board of Supervisors action. The County's Project Manager shall have the authority to order minor changes not involving additional time or expense, with approval of the Design Consultant and the County's Construction Manager Consultant. The Design Consultant shall remain responsible for all such changes or shared authority.
5. The Design Consultant shall review all material inspection and lab testing ordered by the County's Project Manager, Code Enforcement Officer, or Construction Manager Consultant, for compliance with design requirements. The Design Consultant shall direct the County Project Manager and County Construction Manager Consultant, on the type and frequency of all testing that should be performed during construction to ensure that the construction is proceeding in accordance with the Bid Specifications.
6. The Design Consultant shall be responsible for processing all NYSERDA paperwork and documentation for receipt of NYSERDA grant funds.
7. The Design Consultant shall review and respond to all contractor requests for information, clarification, change order requests, and field order allowance requests. This shall be coordinated through the County's

Construction Manager Consultant, whom shall be responsible for producing all the necessary paperwork and forms and distributing them to the Design Consultant and/or County Project Manager as appropriate.

- a. All **change orders** shall require signature of the contractor first, then the Construction Manager Consultant, then the Design Consultant, then to the County Project Manager for final review and approval by the County.
 - b. All **field order allowances** shall require the signature of the Contractor, and the signature and approval of both the Construction Manager Consultant and County Project Manager.
 - c. All **contractor requests** for clarification shall be numbered by contract number and sequentially by the Construction Manager Consultant, who shall forward them to the Design Consultant.
 - d. All responses to such inquiries shall be sent by the Design Consultant via email to the inquiring contractor(s), the County Construction Manager Consultant, and the County Project Manager.
8. The County's Construction Manager Consultant shall coordinate inspections and both the Construction Manager Consultant and Design Consultant shall respond to all information requests necessary for the County Code Enforcement Officer's issuance of a Certificate of Occupancy for this project.
9. The Design Consultant shall establish the date of substantial completion of the project, as that term is defined in the Bid Package and AIA contractor agreements. This shall be the date from which all warranties shall commence. This date will be set in cooperation with the County's Construction Manager Consultant and County Project Manager.

G. Post Construction/Occupancy

1. At the completion of construction of the building, the County or its Construction Manager Consultant shall coordinate provision by contractors and manufacturer of instruction of County staff in the proper operation and maintenance of all systems and special features of the structure and equipment therein. These sessions shall be scheduled in cooperation with the Design Consultant. The Design Consultant shall review all system, material, and equipment warranty and maintenance materials to determine conformance with the requirements of the Bid Package.
2. The Design Consultant shall participate in periodic review meetings as scheduled by either the County Construction Manager Consultant and/or County Project Manager. The necessity of alterations, remediation, follow-up, repair, replacement, or modification of any design component, program element, equipment, material, furnishings, or system shall be discussed at such meetings. The Design Consultant shall be responsible for providing all design services necessary to address any issue or item identified at any and all such meetings. Field order allowance, change order, or bidding procedures shall be employed as appropriate by the County to address such issues, and the Design Consultant shall furnish all necessary plans, specifications, and/or directives to address each such issue. Such meetings shall commence within 1 month of occupancy of the facility by the County and shall not be scheduled after six months from such date for the purpose of addressing new issues. The Design Consultant shall be required to attend all related meetings and provide all related design services concerning any issue identified but not resolved within 6 months of occupancy.
3. Nine months after substantial completion, the Design Consultant, in conjunction with the County's Construction Manager Consultant and County Project Manager, shall conduct a warranty punch-list walkthrough of the facility, equipment, materials, and systems. The facility and all fixed equipment therein shall be reviewed for any repairs, maintenance, or replacement covered under warranty. Said punch-list, along with a detailed description of each repair, maintenance, or replacement warranty work identified shall be furnished to the County Construction Manager Consultant and County Project Manager. The County or its Construction Manager Consultant shall be responsible for notifying the warrantor and arranging for said warranty work. Said warranty punch-list and report shall be presented in writing to the County Project Manager and Public Works Committee.

4. The Design Consultant shall prepare and provide as-built plans in a format compatible with the current version of AutoCAD Map, from as-built hardcopy and/or other drawings provided by the contractors.
5. The Design Consultant shall verify completion of all scopes of work, including any change orders, in writing at the completion of the job. Said verification shall be done in conjunction with the County Project Manager and County Construction Manager Consultant
6. The Design Consultant and the County Construction Manager Consultant shall review every contractor's request for retainage release and submit a written recommendation to the County Project Manager that all work has been completed and performed per minimum requirements of the Bid Specification, prior to the release of contractor's retainage by the County.

SUBMISSION REQUIREMENTS: All Proposals shall be delivered to and received at the Office of the Ontario County Purchasing Department, 20 Ontario Street, 2nd Floor, Canandaigua, NY 14424 by 4:00 PM on October 16, 2020. One (1) copy of each proposal shall be submitted in a sealed envelope, box, or other container. All proposal submissions shall be accompanied by a separate sealed envelope containing one original of the cost proposal. The cover envelope shall indicate the name of the RFP being responded to and the name of the firm submitting the cost proposal. Each proposal shall also be submitted electronically via flash drive or email. The cost proposal shall also be submitted electronically as a separate file.

METHOD OF AWARD: This contract is a professional services contract, and as such is not subject to the competitive bidding requirements. The award of this contract will be based on:

1. Responsiveness and content of proposal.
2. Total cost of this service.
3. Proposed strategies to maximize customer and stakeholder participation.
4. Experience in municipal service.
5. Experience with similar projects.
6. Communication skills, both written and oral.
7. Project work scope and methodology proposed.

As part of their decision making process The County will evaluate and rank the proposals and interview one or more firms that submitted the highest ranked proposals. An administrative team will conduct interviews and make a recommendation to the County's Public Works Committee. The Committee will then determine whether a recommendation to award a contract be made to the Ontario County Board of Supervisors. The Ontario County Board of Supervisors will make the final decision on whether to award a contract.

AGREEMENT REQUIRED: The successful respondent will be required to execute a standard consultant contract agreement with the County Schedule "A" of the contract will encompass the entire vendor's proposal and this RFP.

End of Specifications

PROPOSAL FORM - R20050

PROPOSAL FORM FOR RFP to be received by **4:00 PM** prevailing time **October 16, 2020** at the office of the Ontario County Purchasing Director, 20 Ontario Street Canandaigua, New York 14424.

Proposals must be submitted in a sealed envelope plainly marked as to its contents. Required is (1) original hard copy proposal and (1) electronic copy, if sent by email, send to: Purchasing@co.ontario.ny.us

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

By signing and submitting this Proposal Form, the undersigned acknowledges that they have read, understand and agree to all of the terms of the RFP documents as presented without reservation or alteration including: the Notice to Bidders, Instructions to Bidders, General Information, Schedule B Insurance Requirements, RFP Specifications and Proposal Form – R20xxx and any Addenda upon which the proposal is based. All prices are to include no taxes.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

BY: _____
Signature of Representative (**Blue or other non-black ink required**)

BY: _____
Signature of Representative (PRINTED)

FEDERAL OR TAX ID # _____

Email Address for Purchase Orders _____

ADDENDA

The following is confirmation of all the addenda upon which this proposal is based.

– Addenda # _____ - Received _____, 2020 _____
Initialed by Rep.

INDIVIDUAL, CORPORATE, PARTNERSHIP OR LLC ACKNOWLEDGMENT

STATE OF _____)
)SS:
COUNTY OF _____)

On the ___ day of _____, in the year 20__ before me personally appeared _____, known to me to be the person who
(name of person signing contract)
executed the within instrument, who being duly sworn by me did depose and say that ___he resides at _____ in the Town of _____, County of _____, State of _____, and further that:

[Check One]

If an individual): ___he executed the foregoing instrument in his/her name and on his/her own behalf, or doing business as (d/b/a) _____.
(name of company)

If a corporation): ___he is the _____ of _____, the
(title) (name of company)
corporation described in said instrument; that, by authority of the Board of Directors of said corporation, ___he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, ___he executed the foregoing instrument in the name of and on behalf of said corporation, as the act and deed of said corporation.

If a partnership): ___he is the _____ of _____, the
(title) (name of company)
partnership described in said instrument; that, by the terms of said partnership, ___he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, ___he executed the foregoing instrument in the name and on behalf of said partnership, as the act and deed of said partnership.

If a limited liability company): ___he is a duly authorized member of _____, LLC, the limited liability company described in said
(name of company)
instrument; that ___he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, ___he executed the foregoing instrument in the name of and on behalf of said limited liability company, as the act and deed of said limited liability company.

Notary Public

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In accordance with State Finance Law §139-1, which generally prohibits the County from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Date

Sworn to before me this
_____ day of _____, 20_____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid (R20050), each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this 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 have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 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 restricting competition.

NAME OF FIRM _____
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

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

DATED: _____