



REQUEST
FOR
PROPOSAL

Gates Chili Central School District
3 Spartan Way
Rochester, Ny 14624

ARCHITECTURAL / ENGINEERING SERVICES
March 2021

GENERAL INFORMATION/CONDITIONS:

The purpose of this request for proposal (RFP) is to help the Gates Chili Central School District select an appropriate firm(s) to provide Architectural/Engineering services for the District.

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

Information for the request for proposal may be obtained from Brenda L. Dalton, 585-247-5050 x 13104 at the Gates Chili Central School District, at 3 Spartan Way, Rochester, New York 14624 any day between the hours of 8:00 a.m. and 12:00 noon and 1:00 p.m. to 4:00 p.m. except Saturdays, Sundays, and Holidays.

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

Dr. Mitchell Ball, Ed., SFO
Assistant Superintendent for Business
Gates Chili Central School District
3 Spartan Way
Rochester, New York 14624

Envelopes containing proposals must be labeled as follows:

“ARCHITECTURAL/ENGINEERING SERVICES”

The deadline for submission of proposals is **2:00 p.m. on Thursday, April 12, 2021.**

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

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

TENATIVE RFP TIMELINE:

RFP Mailed:	March 12 th , 2021
Proposal Due Date:	2:00 PM on April 12 th , 2021
Proposal Review and Evaluation:	Through April 16 th , 2021

Interview with Committee:

Late April , 2021

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

PERIOD OF ENGAGEMENT:

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

POINT OF CONTACT:

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

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

All questions concerning this proposal shall be sent to:

Brenda L. Dalton
Clerk of the Works / Account Clerk
Email: Brenda_Dalton@gateschili.org

PROPOSAL COSTS:

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

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

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

RIGHT TO REJECT PROPOSALS:

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

CONTRACT AGREEMENT:

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

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

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

RIGHT TO NEGOTIATE WITH PROPOSERS:

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

NEGOTIATED CHANGES:

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

DURATION OF PROPOSALS:

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

FORMAT OF PROPOSALS:

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

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

STANDARD CONTRACT CLAUSES:

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

A. Compliance with Law and Standard Practices:

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

B. Statutory Compliance:

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

C. Prevailing Wage Law.

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

D. Assignment or Subletting of Contract.

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

E. Indemnification:

The Proposer will indemnify, defend with competent counsel and hold harmless the District, its officers, agents and employees from and against any judgment or award and any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Proposer, its employees or agents, including subcontractors, in connection with this Agreement to the extent the Proposer is adjudged to be liable for such judgment or award or claim.

F. Contract Modifications:

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

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

G. Severability:

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

H. Conflict of Interest:

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

I. Independent Contractors:

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

J. Governing Law:

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

K. Compliance with District Regulations:

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

L. Confidential Information.

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

INSURANCE:

No Proposer shall commence work under this contract until it has obtained all the insurance required here-in-after and such insurance has been approved by the District, or shall the contractor allow any subcontractor to commence any work on the subcontract until all similar insurance required by the subcontractor has been obtained and approved. Approval of the insurance by the District shall not relieve or decrease the liability of each contractor.

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

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

The hazards insured against are listed below:

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

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

General Liability

Bodily Injury and Property Damage Liability

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

Automobile Liability

Automobile Liability including Hired/Non-owned Autos

Combined Single Limit	\$1,000,000
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Professional Liability

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

Umbrella Liability

Providing Coverage over General, Automobile and Professional Liability

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

The Architectural firm must have Professional Liability Insurance. The insurer on all such policies must be licensed to do business in New York State.

EXPECTED SCOPE OF SERVICES

Proposers should develop proposal under the assumption that the proposer will be responsible for architectural / engineering services vs. construction management services.

The Services the Architect shall provide include, without limitation:

PRE-REFERENDUM PHASE:

- Meet with the District as needed providing pre-referendum strategic planning, including budget estimates, state aid estimates and timing/scheduling of construction. Prepare presentations for the Administration, Staff, Board of Education and Community.
- Report regularly orally and in writing to the District on progress, budgets and schedule. Provide written minutes in a timely manner after all meetings held with administrators, staff members, Board of Education members and community group members.
- Prepare all required pre-referendum construction documents with the District. Provide recommendations on relative feasibility of construction methods, materials, labor, phasing, temporary construction, and time requirements for procurements.
- Prepare a preliminary schedule of project milestones and documentation with the District to ensure its timely delivery within budget, schedule and with minimum changes.
- Provide value engineered LEED Certified designs (when feasible), proposing multiple design solutions based on pre-established financial targets.
- Assist the District in the selection of consultants (e.g., construction management services), where appropriate, for the various projects. Review performance of these groups, making recommendations when necessary.

PRE-CONSTRUCTION PHASE:

- Complete a detailed building design including floor plans for all prime contractors. Develop project narratives outlining general building systems. Provide Construction Documents with ample detail for bidding to multiple prime contractors.
- Review and comment on design development cost estimates with the district, clerk of works, and/or construction management.
- Establish contact and maintain liaisons as necessary with the State Education Department authorities during all approval processes.
- Attend pre-bid meetings with potential contractors. Answer bid RFIs and prepares addenda (as needed) related to the design document.
- Assist the District in establishing cost breakdowns and other controls with which to evaluate the responsiveness and completeness of construction bids received.
- Identify materials that will require long lead items to obtain the most economic benefit from a cost standpoint (balancing short and long term needs) while maintaining the District's functional and program requirements.
- Assist with establishing a system of controls requiring specific performance of contractors and vendors, and which will anticipate by means of adequate reporting and documentation, the means to resolve disputes, delays and change orders.
- In conjunction with the District, assist with the delineation of responsibilities and duties among the District, the Construction Manager, Contractors, Suppliers and others involved in the Project.

CONSTRUCTION PHASE:

- Provide full-time, on-site and off-site staff to perform all duties in a timely manner, including, without limitation, communication with contractors to expedite their work, maintenance of quality control and conformance to the contract documents.
- Evaluate the construction activity, including site visits to monitor the work in progress, review all monthly requisition and payment processes and keep accounts, handle inquiries, keep records, report on schedule progress and estimated completion cost,

prepare punch-lists, administer completion and handover process, and review record drawings, warranties, guarantees, etc., for acceptability.

- Expedite the review process after receiving submittals and shop drawings while checking for conformance with the contract documents, maintaining accurate records of accepted shop drawings and submittals.
- Assist with monitoring progress and evaluate proposed change orders and their cost impacts during the construction phases of the project.
- Provide all necessary personnel and expertise required for the timely administration of contracts, negotiation of change orders and resolution of disputes and delays.
- Assist the District with the testing services and other services retained for the Project.
- Assist the District with the coordination of activities of the utility companies and the regulatory agencies.
- Continue progress evaluation, determine effects on the project schedule and make recommendation to adjust the work as required to maintain the accepted schedule.
- Attend/conduct when necessary all weekly and specially scheduled job meetings involving the project team; keep and distribute accurate minutes of meetings in a timely manner.
- Review requests for payment from contractors and suppliers against previously established milestones and schedules and work completed.
- Assist contractors to avoid and resolve jurisdictional disputes when and if they occur.
- Prepare and maintain a current master record copy of drawings showing all changes to the contract drawings.
- Collect and organize for delivery to the District all operating manuals, equipment lists and maintenance manuals required by the Contract Documents.
- Recommend to the District when inspection(s) to determine substantial completion and final completion and punch-lists should be made, conduct such inspection(s) with the project team and others, as required, and ensure that all punch-list items are corrected.
- Assist the District personnel in assuming operation of all systems, including scheduling of instructional sessions by the contractor as required in contract documents.

- Notify the District of the suspected presence of hazardous or toxic materials, incomplete work, any failures of contractors to perform work and such other occurrences or conditions as may adversely affect the Project.
- Assist the District in exercising guarantees and warranties.
- Diligently pursue all contractor closeouts.
- Deliver all records, final drawings, documents and other items pertinent to the project to the District.

CRITERIA FOR EVALUATING PROPOSALS:

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

Those firms considered to be most qualified may be invited to the district for a forty-five (45) minute interview during the weeks of April 13th – April 23rd, 2021. Any firm(s) selected for an interview should prepare a brief power-point presentation based on the information requested in the Architectural Services Questionnaire and Areas of Expertise Forms.

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

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

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

**Gates Chili Central School District
3 Spartan Way
Rochester, New York 14624**

ARCHITECTURAL/ENGINEERING SERVICES QUESTIONNAIRE

Firm Name: _____ Date _____

Address: _____

Contact Person: _____

Phone: _____

1. Provide a Company Profile that includes the following:
 - a. The size of the firm (number of employees)
 - b. The number of years that the firm has been in business
 - c. The type of service the firm can provide (i.e., full service, limited service with subcontractors, etc.)
 - d. The background of the firm
 - e. The location and address of the office from which the work for this District is to be performed.

2. Provide a list of those individuals in the firm with expertise in public school construction that will be directly involved with the District and whose participation will be contractually committed to the District. Include a résumé that includes information without limitation such as:
 - a. years of experience in NYS public school construction
 - b. educational background,
 - c. the date the person began work for the firm,
 - d. their experience in designing NYS public school construction projects in the position to be held for this District,
 - e. any special skills,
 - f. a list of references with names and telephone numbers of contact persons for each person.
 - g. the approximate percentage of work time each key person would devote to this District.

3. On a separate page list the school districts you represent. Indicate the size (enrollment), the total dollar amount of the construction projects that you have completed with each district, and a contact person (including phone number) for references.

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

AREAS OF EXPERTISE FORM

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

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