

# VILLAGE OF CELORON, NEW YORK REQUEST FOR QUOTATION

## Improvements to Lucille Ball Memorial Park – Construction Inspection Services for the Construction of a New Park Amenities Building

*Minority- and Women-Owned Business Enterprises are encouraged to respond.*

**Issue Date: May 31, 2019**

**Due Date for Response: June 21, 2019 at 4:00 PM ET**

**Submit Response To: Village of Celoron**  
**21 Boulevard Avenue**  
**P.O. Box 577**  
**Celoron, NY 14720-0577**  
[clerk@celoronny.org](mailto:clerk@celoronny.org)  
Tel. (716) 487-4175

### **A. Project Description**

The Village of Celoron, NY seeks a qualified Construction Inspection Consultant to support the Village (Project Owner) during the construction of its New Amenities Building in Lucille Ball Memorial Park in Celoron, NY (see attached Plans for location and details). The successful respondent will contract directly with the Village and work in coordination with the Village's other subcontractors (Architect is LaBella, D.P.C. & Contractor is TBD via public bids due June 11, 2019) to ensure compliance with the approved plans and specifications.

Funding for this project is being provided by the New York State Department of State (NYS DOS) with funds provided under Title 11 of the Environmental Protection Fund. The selected consultant must comply with all provisions in the contract between the NYS DOS and the Village, including the NYS DOS Minority and Women-Owned Business Enterprises (MWBE) goals. NYS DOS has established an overall MWBE participation goal of 30% with 15% for Minority-Owned Business Enterprises (MBE) and 15% for Women-Owned Business Enterprises (WBE). Guidelines for proposal format, submission, and evaluation are included in the sections below.

### **B. Project Attribution and Number of copies**

The selected consultant must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the NYS DOS to the project. The materials must include the Department of State logo and the following acknowledgment:

*"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund."*

The consultant must submit the following:

- Draft & Final Products: Must be submitted as an electronic copy in Microsoft Word and Adobe® Acrobat® Portable Document Format – PDF (created using 300 dpi scanning resolution).
- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented. Electronic data for all pictures and photographs must be submitted in JPG format or other similar product acceptable to the New York State Department of State.

### **C. Scope of Work & Anticipated Schedule**

The selected consultant will complete the following scope of work:

## Site Inspections/Construction Phase Services

The consultant(s) shall verify progress and completion of construction work through periodic site inspections and photo documentation. The consultant(s) shall submit written summaries of progress and identification of problems to be addressed based on periodic site inspections with services to include:

- a. Attend a pre-construction meeting with the Village, Architect, and Contractor.
- b. Monitor Contractor's work for conformance with contract documents.
- c. Perform periodic construction inspection services (with written and photographic summaries) on behalf of Village at key points of completion and/or other such critical periods of work as determined in coordination with Village, Architect, and/or Contractor(s).
- d. Develop/complete a periodic inspection report for use on the project, which includes photographs with dates and captions describing the location and activity being documented.
- e. Provide liaison between Contractor and Village and Contractor and Architect as appropriate.
- f. Provide information and/or recommendations to Village and/or Architect (if directed by Village) related to Contractor conformance with approved plans and specifications.
- g. Maintain overall awareness of project progress and status of material submittals, shop drawings, pay requests, RFIs, change orders, special inspections, and other such Architect/Contractor interactions – for purposes of providing information and recommendations to Village related to project status and Contractor performance.
- h. Attend routine project coordination meetings led by Architect (assume every 2 weeks at minimum).
- i. Field miscellaneous questions from Village representatives.
- j. Attend a "punch list" walk through with Village, Architect, and Contractor(s).

**Products: Periodic site visits during construction. Written summary of periodic site visits including photo-documentation (pre-construction, during construction, and once the project is completed) and identification of any problems that need to be addressed. Punch list and construction completion estimates.**

The following schedule is anticipated:

- Due Date for Construction Inspection Consultant responses, June 21, 2019
- Village awards Construction Bid and Contract, ca. June 25, 2019
- Village receives Construction Schedule and commences negotiation of Construction Inspection contract with preferred consultant, ca. July 5, 2019
- Pre-Construction Meeting among Village, Construction Contractor, Architect (LaBella), and Construction Inspection Consultant, ca. July 11, 2019
- Commence Construction, ca. July 15, 2019
- Construction Completion, ca. December 31, 2019

### D. Submission of Written Response

Responses shall be submitted via email to [clerk@celoronny.org](mailto:clerk@celoronny.org) no later than the due date shown on the cover page and should include the following:

- a. Completed and **signed "Non-Collusive Bidding Certification"** (copy is attached).
- b. Completed and **signed "Quote Form"** (copy is attached).
- c. **Three (3) references** with contact information and brief project descriptions.
- d. **Qualifications of firm and individual(s) planned to be assigned to project.**

Responses lacking any of the required information may be deemed incomplete and not be considered by the Village. The Village reserves the right to reject any or all proposals. Questions may be sent to Shirley Sanfilippo, Clerk-Treasurer at [clerk@celoronny.org](mailto:clerk@celoronny.org).

### E. Evaluation & Contract Establishment

The Village will review the responses using the factors listed below to select the preferred consultant. Based upon the evaluation of the responses, the Village of Celoron reserves the right to invite any or all consultants for an interview before making a final selection. Such an invitation does not commit the

Village of Celoron to pay any costs incurred in participating in said interview. Responses shall be evaluated based on the specified criteria, and not solely on the basis of price.

The evaluation factors are:

1. Quality and completeness of the response.
2. Understanding of the proposed scope of work.
3. Cost-effectiveness of the response.
4. Qualifications and relevant experience with respect to the tasks to be performed.
5. Reputation among previous clients.
6. Ability to complete all project tasks within the allotted time and budget.
7. Ability to satisfy NYS MWBE requirements.

The unit prices provided in the signed "Quote Form" (see attached for template) will be used by the Village for comparative purposes among respondents, along with additional information requested. Upon selection of the Construction Contractor by the Village (ca. mid-June 2019) and receipt of the Contractor's Preliminary Schedule, the Village anticipates negotiation of a Time & Expenses-based agreement with the selected construction inspection consultant to commence construction ca. mid-July 2019.

If the Village and first-selected respondent are unable to reach agreement on a final contract within a reasonable length of time, the Village reserves the right to move to its second-highest ranked proposer, and so-on, or reject all proposals.

#### **F. General Information**

- i. Proposals will be accepted until the time and date stated on the cover sheet. An official agent or representative of the company submitting the proposal must sign the proposal.
- ii. Village encourages all qualified applicants, including Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Service Disabled Veteran-owned Business Enterprises (SDVOB), Small business Enterprises, and Disadvantaged Business Enterprises (DBE), to partake in the solicitation of these and all other services. The successful proposer must be an Equal Opportunity Employer.
- iii. Village is exempt from all Federal and State taxes.
- iv. Insurance must be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. Contractor shall maintain the kinds and amounts of insurance deemed appropriate by the Village for the type of work to be performed under this Agreement.
- v. If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals that call for outsourcing or contracting work must include a name and description of the organizations being contracted.
- vi. The prime consultant will be required to assume the responsibility for all services offered in the proposal whether or not directly performed by the prime consultant with regard to contractual matters.
- vii. No proposal will be considered which is not accompanied by pricing information for services to be rendered, and all proposals shall be signed by an authorized individual.
- viii. Proposal content may be publicly available by FOIL request before or after the award of the Contract by the Village. If you consider any portion of your proposal to be proprietary information or a trade secret, please contact the Village prior to submitting such information.
- ix. A proposal that is in the possession of the Village may be altered by a sealed letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time

of the opening. Fax, email, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Village or its Agent may be withdrawn by the vendor up to the time of the opening. Failure of the successful proposer to furnish the service awarded, as a result of this Request for Proposal, may eliminate the proposer from the active vendors list for a period of time as determined by the Village.

- x. No proposal will be considered which modifies, in any manner, any of the provisions, scope of work, or minimum requirements set forth in the Request for Proposal.
- xi. In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- xii. Proposers are expected to examine special provisions, the scope of work, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk.
- xiii. The Village will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred; nor shall the Village be liable for any cost incurred by any party responding to the RFP prior to the execution of a contract.
- xiv. The Village or its Agent shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the Contract, and the proposer shall furnish to the Village or its Agent all such information and data for this purpose as may be requested.
- xv. The Village reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the Village that in its sole discretion, the proposer is qualified to properly carry out the terms of the Contract.
- xvi. The Village reserves the right to seek any clarifications needed to determine the most qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine compliance with the requirements of the solicitation.
- xvii. A contract may be awarded to the proposer whose proposal achieves the highest evaluation ranking by the evaluation committee based on the specified criteria, and not solely on the basis of price.
- xviii. The Village, in its sole discretion, reserves the right to cancel or reissue the RFP, or to revise the timeline, at any time during this process. The Village reserves the right to reject any or all proposals and to waive minor irregularities in the proposal process. The Village may accept any proposal and/or negotiate the scope of any proposal if such action is believed to be in the best interest of the Village.
- xix. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of sixty (60) days from the due date of the proposals.
- xx. The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.

- xxi. The proposer expressly warrants to the Village that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.
- xxii. Village reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the Village to do so. Explanations of Village decisions shall not be required except as otherwise provided by law.
- xxiii. The successful proposer will be required to enter into and sign an Agreement (Contract) with the Village with reasonable adjustments acceptable to the Village. This RFP and the response of the successful proposer may become a part of the Contract and will be in effect for the duration of the contract. The Contract language will control over any conflicting language contained within this RFP.
- xxiv. Contract terms and conditions will be negotiated upon selection of the winning proposer for this RFP. All contractual terms and conditions will be subject to review by the Village's legal counsel, and will include scope, budget, schedule, and other necessary items pertaining to the project.
- xxv. Wages and Hours. When applicable, Contractor shall comply with §§220-e and 239 of the New York State Labor Law. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by Village of any Village-approved sums due and owing for work performed upon the project.

## **G. Attachments**

- 1. Non-Collusive Bidding Certification (To be completed and attached to all proposals)**
- 2. Quote Form (To be completed and attached to all proposals)**
- 3. Final Stamped Design Plans for Construction (Full Project Manual available upon request)**

## NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person 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 his/her knowledge and behalf:

1) The prices of 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 the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or any competitor.

3) No attempt had been made or will be made by the bidder to induce any such person, partnership, or corporation to submit or not to submit to a bid for the purpose of restricting competition.

The person assigning this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in his/her behalf.

In witness whereof, the undersigned corporation has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(name of corporation)

by \_\_\_\_\_

\_\_\_\_\_  
(title of officer executing)

Place seal here

QUOTE FORM FOR  
**Construction Inspection Services for New Amenities Building Project, Celoron, NY**  
**Due Date: June 21, 2019**

Item No.	Description	Total Fee (USD)
1.	Hourly Rate for Construction Inspector See Scope of Work	
2.	Daily <i>Per Diem</i> Rate for Inspector (if applicable) See Scope of Work	

***Please provide any additional information you have that pertains to the services requested and/or any additional pricing that may be available to the Village. These prices will not be included in determining award.***

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***The intent of the Quote Form proposed pricing is a method of evaluation reasonably comparing one Bidder's cost to the Village versus another in order to determine the lowest responsive Bidder.***

**NOTE: By signing this quote form and submitting pricing the vendor acknowledges that they have read, understand and agree to all aspects of this quote document as presented.**

**SUBMITTED BY:**

DATE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED  
SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

**"By submission of this quote, 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 its knowledge and belief each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law. Such list can be found on the website of the office of general services, <http://ogs.ny.gov/default.asp>."**