

**REQUEST FOR PROPOSALS**  
**ARCHITECTURAL AND ENGINEERING SERVICES**  
**FOR**  
**PROPOSED TOWN HALL EXPANSION**

**Town of Orangetown**  
**26 W Orangeburg Road**  
**Orangeburg, NY 10962**



**February 22, 2019**

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**LEGAL NOTICE**  
**NOTICE TO PROPOSERS OF A REQUEST FOR PROPOSAL FOR**  
**ARCHITECTURAL AND ENGINEERING SERVICES FOR**  
**PROPOSED TOWN HALL EXPANSION**

**NOTICE IS HEREBY GIVEN** that proposals for **ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PROPOSED TOWN HALL EXPANSION** will be received by the Town Clerk of the Town of Orangetown at the Orangetown Town Hall, 26 W Orangeburg Road, Orangeburg, New York 10962, **until 10:30 A.M. on May 1, 2019** and publicly opened and read aloud at 11:00 A.M. on that day in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Town of Orangetown is seeking sealed proposals from qualified Architectural firms to secure architectural design, engineering and construction administration services for the construction of the Expansion of the Existing Town Hall building, located at 26 W Orangeburg Road, Orangeburg, NY.

Proposers shall provide Comprehensive Architectural and Engineering services, including: structural, mechanical, plumbing, electrical, civil engineering and such other specialty services, including IT and AV consulting. The services shall be comprised of the following project phases: Design development, Construction Documentation, Procurement, Construction Administration, Inspections and Closeout, to complete a multi-story facility with a footprint of approximately 35,000 SF. The approximate size and location of the facility are preliminary expectations envisioned by the Town at this time. Preliminary plans, entitled *Main Level, Upper Level and Lower Level Floor Plans* dated September 2018 and *Schematic Exterior Renderings* dated August 2018, as prepared by The Musial Group, PA shall be the basis of the design. The connection to and minor reconfiguration of the interior of the existing portion of the Town of Orangetown Police Headquarters and Municipal Court building shall also be included in this bid. Site design and Engineering is included in this bid. The proposed Town Hall Expansion will be on the same lot as the existing Town Hall. The Demolition of the original portion of the south east corner of the Town Hall is excluded from this bid.

All proposals will be evaluated by the Town and its agencies on the basis of the proposals deemed to be most advantageous, price and other factors considered. The evaluation will consider experience and reputation in the field; knowledge of the Town of Orangetown and the subject matter to be addressed under the contract; compensation proposal, and other factors, if determined to be in the best interest of the Town of Orangetown and its agencies. All criteria will be evaluated and confirmed by the successful Project Architect along with all project stakeholders during the very early stages of project. The Town will select the Proposer most qualified to perform the services described in the Request for Proposals, and who meets the previously mentioned criteria.

The Town of Orangetown officially distributes bidding documents from the Town Clerk's Office. Copies of bidding documents obtained from any other source are not considered official copies. Only those Proposers who obtain bidding documents from the Town Clerk's Office are guaranteed to receive addendum information if such information is issued.

The Town reserves the right to waive any informality or reject any or all proposals should the best interest of the Town thereby be promoted.

No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the General Municipal Law.

No Contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board.

Consistent with federal mandates, Requests for Proposals are solicited from any and all parties, including, but not limited to, minority businesses and enterprises operated and conducted by women.

This Request for Proposal (“RFP”) is for services requiring special or technical skill, training or expertise. The services requested are not “purchase contracts” or “contracts for public works,” as those phrases are used in bidding statutes.

Proposals shall be delivered to the Town Clerk at the above address by mail or in person. Proposals shall be delivered in sealed form. Include (3) copies of the proposal, bound together with all required attachments, and a CD or USB drive with the proposal in PDF format with the bound proposals in a sealed envelope. It is the intention of the Town not to disclose any proposal submitted prior to the opening date and time. However, the Town cannot guarantee unintended disclosure of any proposal submitted in other than a sealed envelope, directed to the Town Clerk, with “**ARCHITECTURAL AND ENGINEERING SERVICES FOR PROPOSED TOWN HALL EXPANSION**” clearly marked on the outside of the envelope. Include the date and time specified for receipt of proposals and the name and address of the proposer. Unintended disclosure will not prevent the Town from determining an award to a Proposer, including a Proposer whose proposal was so disclosed.

Proposals will be considered firm for at least forty-five (45) days after the opening date and time.

No Proposer may withdraw his/her/its proposal within forty-five (45) days after the date set for the opening therefor, but may withdraw his/her/its proposal at any time prior to the scheduled date for the opening of proposals.

All interested and qualified proposers are invited to attend a **Pre-Bid Meeting at Orangetown Town Hall on Thursday, March 6, 2019 at 10:00 am.**

Only qualified bidders who have adequate qualifications, experience, finances, equipment and personnel will be considered in making awards.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY,  
NEW YORK

Dated:

Rosanna Sfraga, Town Clerk  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962  
Tel. (845) 359-5100, ext. 2263  
[Townclerk@orangetown.com](mailto:Townclerk@orangetown.com)

All questions regarding this request for proposal should be directed to Jane Slavin, RA. at [jslavin@orangetown.com](mailto:jslavin@orangetown.com) containing **TOWN HALL RFP- RFI** in the subject line.

## **2.0 SUMMARY OF SERVICES**

The Town of Orangetown is seeking Proposals from qualified Architectural Firms for Comprehensive Architectural and Engineering services, including: structural, mechanical, plumbing, electrical, civil engineering and such other specialty services, including IT and AV consulting. The services shall be comprised of the following project phases: Design development, Construction Documentation, Procurement, Construction Administration, Inspections and Closeout, to complete a multi-story facility having a footprint of approximately 35,000 square feet. This new structure will house the Town of Orangetown Municipal Offices, and any other services that may be contemplated by the Town and be directly joined to the existing Town of Orangetown Police Headquarters and Municipal Court. The approximate size and location of the facility are preliminary expectations envisioned by the Town at this time. Preliminary plans, entitled *Main Level, Upper Level and Lower Level Floor Plans* dated September 2018 and *Schematic Exterior Renderings* dated August 2018 as prepared by The Musial Group, PA shall be the basis of the design. The connection to and minor reconfiguration of the interior of the existing portion of the Town of Orangetown Police Headquarters and Municipal Court building shall also be included in this bid. Site design and Engineering is included in this bid. The proposed Town Hall Expansion will be on the same lot as the existing Town Hall. The Demolition of the original portion of the south east corner of the Town Hall is excluded from this bid.

As a part of this solicitation, the Town is requesting a combination of architectural and engineering services related to pre-construction, construction, and closeout phases of the project. All services must be provided with the highest level of professional skill, care and judgement and be in compliance with all Federal, State and Local requirements. Each Firm shall familiarize itself with all information and documents furnished with this RFP and the proposed location. Proposals provided in response to this request shall address the respondent's ability to provide the various services required for each project phase which would include, but not be limited to, the following:

### **2.1 Town Hall Design Development Phase;**

The Architect shall address the Scope of Services delineated herein and any additional scope as determined to be required of the Architect as follows:

- 2.1.1 Perform all investigative work necessary for the Architect to familiarize itself with existing site conditions and applicable code requirements and provide code analysis to the Town.
- 2.1.2 Review of the schematic design concepts and area analysis and work with the Town on space planning and design options and make recommendations.
- 2.1.3 The Design Development Phase shall include all sub consultants' including, but not limited to, Technology/IT consultants, Acoustics Consultant, Coordination with Town of Orangetown Police and Municipal Court, Administration Office of the Courts, etc.
- 2.1.4 Facilitate meetings with Town staff to review space square footage and space utilization needs to develop Preliminary Design Documents.
- 2.1.5 Conduct Design-Development meetings with Town staff and address points of clarification regarding the project.

- 2.1.6 Prepare and submit the following at two stages, 50% and 100%, Preliminary Project Building and Site Design Drawings and Preliminary Specifications;
- Plans, sections, elevations, typical construction details
  - Diagrams or layouts of building systems along with efficiency calculations
  - Establishment of the architectural, structural, mechanical and electrical systems
  - Specifications that outline types and quality of materials and systems types
  - Review and confirm that the current ADA rules and code requirements are incorporated into the new building and site plans
- 2.1.7 Prepare and submit at two stages, 50% and 100%, comprehensive budgets, including hard and soft costs for construction, and special inspections. *The Town of Orangetown is subject to prevailing wage requirements in accordance with New York State Law.*
- 2.1.8 Prepare and submit a detailed Proposed Schedule of Construction.

## **2.2 Town Hall Construction Document Phase**

- 2.2.1 Prepare complete Construction Documents and Specifications in conformance with the requirements of the approved Design Development plans, in such detail as to allow for detailed bidding by trade contractors.
- 2.2.2 Submit Construction Documents for review at 50%, 90% and 100% stages of completion. Advise Town of any changes in the Comprehensive Budget at each review stage.
- 2.2.3 Revise plans as required to reflect issues noted by review at each stage.
- 2.2.4 Prepare adjusted Final Comprehensive Budget.
- 2.2.5 Prepare adjusted Final Proposed Schedule of Construction.

## **2.3 Town Hall Bid Phase**

- 2.3.1 Preparation of complete bid documents, specifications and RFP for construction, suitable for public bidding and conduct a pre-bid conference.
- 2.3.2 Respond in writing to questions from bidders and prepare addenda as necessary.
- 2.3.3 Distribute plans and bid documents to interested bidders and keep record of plan holder's list.
- 2.3.4 Evaluation of bids based upon bidders' qualifications, compliance with RFP requirements and price and make a recommendation of award.
- 2.3.5 Assist Town in negotiation of proposals for construction.
- 2.3.6 Assist the Town and Counsel in the preparation and coordination of all construction contract documents.
- 2.3.6 The Architect shall consider requests for substitution and, following review with the town, prepare and distribute addenda identifying approved substitutions to all prospective bidders.

## **2.4 Town Hall Construction Administration Phase**

It is anticipated that the Architect's obligation during the Construction Phase will involve traditional Construction Administration services as set forth in more detail in the AIA Document A201 General Conditions (as modified), and will be



instituted upon selection and award to the successful firm by the, including plan and specification interpretation and clarification as necessary, submittal review, attendance at job meetings, assistance in compliance throughout construction, assistance in the coordination of special inspections, review of materials testing, inspection of work performed by contractor(s), conduct inspections as necessary to determine progress and completion of work, review of change order requests and pay applications, and prepare punch list of incomplete or unsatisfactory items, and advise the Town in determining final acceptance and completion of work.

- 2.4.1 Conduct a Pre-Construction meeting and conduct regular construction progress meetings. . The meetings shall include a review of project management, project schedule, and project proc
- 2.4.2 Establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the contractors (e.g. including contracts, specifications, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.).
- 2.4.3 Coordinate, review and process all Requests for Payment, Change Orders, etc. including maintaining a log of all such documents.
- 2.4.4 Provide direction for questions and concerns from the contractor in resolution of problems.
- 2.4.5 Monitor construction progress, cost, and general conformance with the contract documents throughout the construction process.
- 2.4.6 Coordinate the selection of independent inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.
- 2.4.7 Conduct Substantial Completion Inspection, coordinate and prepare punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.
- 2.4.8 Upon completion of the Project, will be responsible for certifying that, to the best of his professional knowledge, the building conforms to the approved plans, specifications and shop drawings.

## **2.5 LEED Certified Option with Utility Cost Analysis**

- 2.5.1 Utilize sustainable practices
- 2.5.2 Incorporate water efficiency – water use reduction, innovative wastewater technologies.
- 2.5.3 Energy & Atmosphere – optimize energy performance, green power, on-site renewable energy.
- 2.5.4 Construction materials and resources – regional content, recycled material, certified wood.
- 2.5.5 Indoor Environmental Quality – increased ventilation, low-emitting materials, controllability of light and thermal comfort systems, day light and views.
- 2.5.6 Provide a Utility Cost Analysis.

### **3 ARCHITECTURAL QUALIFICATIONS**

The following is a list of minimum qualifications that the architectural firm should possess:

- 3.1.1 New York registration and licensing in the appropriate and applicable disciplines.
- 3.1.2 Thorough knowledge of New York State Building Codes and all applicable State Statutes, building codes and regulations including, without limitation, the provisions of Local Public Contracts Law.
- 3.1.3 Current relevant working experience designing public facilities and/or similar projects.
- 3.1.4 Comprehensive working knowledge of commonly accepted public facility standards.
- 3.1.5 Strong interpersonal, communication, and presentation skills.
- 3.1.6 Upon award of the contract, ability to secure professional liability insurance for error and omissions as well as commercial general liability, automobile liability and workers' compensation insurance.
- 3.1.7 LEED Certified

### **4 STATEMENT OF QUALIFICATIONS**

#### **Required Information:**

- 4.1.1 Type of organization (e.g., sole proprietorship, partnership, corporation, LLC). If joint venture, give details, including relationship of the parties.
- 4.1.2 Names of principals.
- 4.1.3 Total number of staff.
- 4.1.4 Number of registered architects, including registration and license status.
- 4.1.5 Description of the firm's primary areas of design expertise.
- 4.1.6 Portfolio of the firm's experience with relevant government building and safety complex work, including a list of projects of a comparable size and complexity that the firm has designed in the Northeast region within the last eight (8) years.
- 4.1.7 Narrative of the firm's design philosophy and approach to maintaining the quality of design within the constraints of program scope, schedule and budget.
- 4.1.8 Description of your understanding and approach to the Project.
- 4.1.9 Description of how the firm will manage the Project and résumés of the key individuals proposed to coordinate and lead this Project both during design and construction, including previous assignment information and positions held. The Town reserves the right to interview and select key staff members. Detailed staffing plan of types, quantities and percentages



of time commitment of personnel needed throughout the design and construction phases based on stated assumptions.

- 4.1.10 List of at least four (4) public owner references from similar projects.
- 4.1.11 List of all claims, disputes, arbitrations or litigation with which the firm has been involved in the past ten (10) years, with the status or outcome of the same, and including all pending claims or potential claims of which the firm is aware.
- 4.1.12 If the FIRM, or any officer, director or any individual or entity holding a controlling interest of the FIRM (defined as five percent or more, or, in the case of a corporation, any stockholder owning five percent or more of the outstanding shares) is convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law), related to the subject matter of the Agreement, or if a related or affiliated company, partnership or corporation is convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law) related to the subject matter of the Agreement, after the Agreement is fully executed, the TOWN shall have the right to terminate this Agreement without penalty. An “affiliated company” as used herein means any affiliate which is a partnership, corporation, proprietorship, association or similar entity, an “affiliate” means any individual partnership, corporation, proprietorship, association or other entity (1) in which a 50% or greater ownership interest (as defined below) is directly or indirectly held by the FIRM or any of its management personnel (as defined below) or directors, (2) which directly or indirectly holds 50% or more of the ownership interest in the FIRM, (3) in which an aggregate 20% or greater ownership interest is directly or indirectly held by one or more shareholders (or partners or proprietors, in the case of a partnership or proprietorship) which or who in the aggregate hold a 20% or greater ownership interest in the FIRM, or (4) which, whether by contract or otherwise, directly or indirectly controls, is controlled by or is under common control with the FIRM. An “ownership interest” means the ownership, whether legally or beneficially, of the stock of or assets employed by a corporation, of a partnership interest in or assets employed by a partnership or of a similar interest in or assets employed by any other entity. “Management personnel” means executive officers and all other persons, whether or not officers or employees, who perform policy-making functions similar to those of executive officers.
- 4.1.13 Description of your experience in design of sustainable buildings.
- 4.1.14 Explanation of the firm’s technological capabilities, including experience with AutoCAD and Building Information Modeling systems.

- 4.1.15 Specific descriptions of the primary consultants proposed by the firm, including, at a minimum, structural and MEP engineers, Site Engineers, AV consultants, IT consultants, code consultants, and landscape architects, interior designers and résumés of their key personnel.
- 4.1.16 Designated personnel and their hourly billing rates for the Architect and each consultant.
- 4.1.17 List of current workload, including names of projects, construction dollar values, design start and anticipated completion dates, principals and project architects in charge, clients' representatives and telephone numbers.
- 4.1.18 List of all insurance coverages currently carried by your firm, including professional and general liability, expressed in both aggregate and by claim.
- 4.1.19 Statement of potential conflicts of interest for the Architect and its consultants.
- 4.1.20 Additional information or comments for the Owner's consideration.

## **5 PROPOSAL**

This Request for Proposal ("RFP") is for services requiring special or technical skill, training or expertise. The services requested are not "purchase contracts" or "contracts for public works", as those phrases are used in bidding statutes.

Therefore, the TOWN OF ORANGETOWN (hereinafter sometimes referred to as the "TOWN") is not subject to competitive bidding procedures in making this RFP or determining an award to a Proposer who responds to this RFP.

- 5.1.1. A Pre-proposal conference with site tour is anticipated to be held on Wednesday, March 6, 2019 at 10:00 am at the Town of Orangetown Town Hall, 26 W Orangeburg Road, Orangeburg, NY. Two representatives from each firm are permitted to attend. Failure to attend the pre-proposal conference and tour of the site is grounds for rejection of your proposal.
- 5.1.2 Proposals shall be lump sum for the services to be provided for each phase at set forth in Section 2 of this RFP.
- 5.1.3 Proposals shall include an estimated allowance for reimbursable expenses permitted by the contract.
- 5.1.4 If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable interpretation of provisions of this RFP, revisions or addenda will be provided to all prospective firms who receive this RFP; such revisions or addenda will additionally be posted on the following website: [www.orangetown.com](http://www.orangetown.com) .

- 5.1.5 The Town anticipates utilizing the AIA-B101-2017, Standard form of Agreement for Architectural Services and will be instituted upon selection and award to the successful firm by the Town. Firms shall include in their Proposals a definitive list of concerns or exceptions to the Agreement, which will be taken into account in the Town's evaluation of Proposals. No further concerns or exceptions will be considered beyond those noted within such period.
- 5.1.6 This RFP includes an acknowledgement page; this page shall be faxed back to the Office of the Town Clerk upon receipt, to ensure proper notification of changes to the published documents. The Town of Orangetown does not assume responsibility for any firm that does not receive revisions or addenda, where the firm has not acknowledged receipt of any portion thereof.
- 5.1.7 Questions regarding this RFP should be referred to Jane Slavin, RA via email at [jslavin@orangetown.com](mailto:jslavin@orangetown.com) containing **TOWN HALL RFP- RFI** in the subject line.
- 5.1.8 A summary of all questions and answers will be made available to each firm if the answers might influence the award of the contract. No questions or requests for information shall be submitted by any Bidder after the close of business on April 5, 2019 at 4:00 p.m. The right is reserved to reject any and all Proposals, in whole or in part, to award any part or parts, or total Proposal, and to waive any informality or defects, if it is deemed in the best interest of the Town.
- 5.1.9 Proposals shall be delivered to the Town Clerk at the above address by mail or in person. Proposals shall be delivered in sealed form. Include (3) copies of the proposal, bound together with all required attachments, and a CD or USB drive with the proposal in PDF format with the bound proposals in a sealed envelope. It is the intention of the Town not to disclose any proposal submitted prior to the opening date and time. However, the Town cannot guarantee unintended disclosure of any proposal submitted in other than a sealed envelope, directed to the Town Clerk, with **“ARCHITECTURAL AND ENGINEERING SERVICES FOR PROPOSED TOWN HALL EXPANSION”** clearly marked on the outside of the envelope. Include the date and time specified for receipt of proposals and the name and address of the proposer. Unintended disclosure will not prevent the Town from determining an award to a Proposer, including a Proposer whose proposal was so disclosed.

## **6 CONTRACT CONSIDERATIONS & SELECTION OF SUCCESSFUL FIRM**

### **6.1.1 General Considerations**

The Sections listed below are informational only; firms submitting qualifications are hereby advised that any firm awarded a contract shall be subject to these conditions. Proposals are not required to contain any documents described within these Sections.

### **6.1.2 Equal Opportunity/Affirmative Action**

The successful firm shall comply in all respects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the firm does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for rejection of a proposal or termination of the contract.

### **6.1.3 Insurance**

The successful firm shall comply in all respects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the firm does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for rejection of a proposal or termination of the contract.

Prior to the execution of any contract, the Town requires that any awarded firm providing services to the Town, must provide to the Town a certificate of insurance (in an approved format) naming the Town of Orangetown as additional insured (on liability insurances other than Professional Liability), for The following coverages:

General Liability:	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed	
	Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	\$1,000,000
	Each Accident	\$1,000,000
Professional Liability	Each Claim or Occurrence	\$1,000,000
	Aggregate	\$3,000,000

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

- 6.1.4     **Non-appropriation of Funds:** Please note that any contract executed by the Town of Orangetown is subject to and conditioned upon the appropriation of funds.
- 6.1.5     This RFP is intended to provide interested parties with uniform information concerning the requirements for submitting Proposals. In responding to this RFP, the requirements and content format indicated herein must be adhered to. Failure to respond to all information requested may result in disqualification of the Proposal.
- 6.1.6     The Proposal shall include all items and services typically encompassed in professional service agreements, including the terms set forth in the Agreement for Architectural Services to be provided by Addendum.
- 6.1.7     The submission of a Proposal will be construed to mean that the firm is fully informed as to the extent and character of the Towns requirements, and the Architect represents that it is willing and able to furnish the services requested in a satisfactory manner in complete compliance with this RFP. You agree that your Proposal will remain firm for a period of ninety (45) days from the date of submission, and may be extended beyond that time by mutual written agreement.
- 6.1.8     Once submitted, all Proposals become property of the Town. The Town shall not be liable for any costs incurred by firms in preparing or submitting Proposals. **Note that any and all submissions or presentations of possible or intended design solutions shall constitute voluntary transfers of all intellectual property, artistic and moral rights in such work, and the firm acknowledges that it will claim no interest of any type, in whatever ideas or expressions of such designs were conveyed prior to selection.**
- 6.1.9     The Town reserves the right to terminate the selection process at any time, to reject any and all Proposals, or to accept any Proposals deemed to be in the Town's interest.
- 6.1.10    In the event that the selected firm fails to execute a contract within 30 days after notification of award by the Town, the Town may cancel its selection without penalty and reconsider other Proposals or solicit new Proposals. The Town, in its sole discretion, may extend this period for a short time if deemed in the best interest of the Town.

- 6.1.11 The Town shall consider the successful Architect to be the sole point of contact with regard to Architectural services, including payment to and performance of service by the firm, its agents and employees. The successful Architect shall not be allowed to assign the contract or delegate any responsibilities or duties to any third party without prior written consent of the Town. Transfers of majority interests in a firm's internal business entity structure may be deemed an unpermitted assignment by the Town.
- 6.1.12 Firms selected for interview will be provided with the interview panel; the selected firms will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of interview panel members will be released solely for the purpose of preparation of affidavits; the selected firms shall not directly contact the panel members prior to or immediately following the interview process.
- 6.1.13 Non-collusion Representation: In submitting its Proposal, the Architect shall declare that its Proposal is made without any connection with any persons making another proposal for the same contract; that the Proposal is in all respects fair and without collusion, fraud or mental reservation; that no official of the Town, or any person in the employ of the Town is directly or indirectly interested in said Proposal or in the services to which it relates, or in any portion of the profits thereof.
- 6.1.14 Conflict of Interest Disclosure Required: No purchase shall be made from nor shall services (other than services as an officer, agent or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner, or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be known in writing to the agency making such purchase, and notice thereof posted for at least five (5) days before such purchase be made in the office of the agency making such purchase and in the public place in the Town of Orangetown, Town Hall.
- 6.1.15 This RFP and any subsequently offered contracts will be governed by the laws of the State of New York. Any and all applicable valid executive orders, Federal, State or local laws, ordinances or rules or regulations shall apply to any contract if and when offered and are deemed incorporated herein.
- 6.1.16 Firm(s) submitting Proposals shall be qualified for this Project and shall provide sufficient supporting documentation to support of same. The Town of Orangetown shall be the sole judge in determining the sufficiency of said supporting documentation.



**FEE PROPOSAL FORM****Enter Amount**

- |  |          |
|--|----------|
| <b>1. Design Development Phase</b>                         | \$_____. |
| <b>2. Construction Document Phase</b>                      | \$_____. |
| <b>3. Bid Phase</b>  | \$_____. |
| <b>4. Construction Administration Phase</b>                | \$_____. |
| <b>5. LEED Certified Option with Utility Cost Analysis</b> | \$_____. |

**TOTAL PROPOSED ARCHITECTURAL FEE (Items 1 thru 6)**    \$\_\_\_\_\_.

Or \_\_\_\_\_

The undersigned, having a principal place of business at \_\_\_\_\_

\_\_\_\_\_ and being experienced and responsible for the performance of same, proposes to provide, **ARCHITECTURAL AND ENGINEERING SERVICES** for the Town of Orangetown, in accordance with the Scope of Work and Contract Documents hereto attached for the submitted prices.

No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the NY General Municipal Law.

No contract is deemed to have been created until approved by the Town Board and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contractors are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Email Address

## **7.0 METHOD OF CONTRACT AWARD**

The Town and the successful Proposer shall execute said contract within one (1) week of being awarded. The parties however may agree to extend the one (1) week period in the event the contract cannot be signed in a timely manner. Failure or neglect of the Proposer to execute said contract or to contact the Town to request an extension to execute said contract shall constitute a breach and the Town can award the contract to the 2<sup>nd</sup> choice Proposer. Any contract resulting from this proposal shall be subject to a not to exceed amount, and the Town shall not be responsible for any amount above the not to exceed amount listed in the Notice of Award. Any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

The form of contract shall be submitted by the Town to the successful Proposer. Terms of the Scope of Services/proposal package prevail. Proposer exceptions must be formally accepted by the Town. Proposer exceptions must be listed on the Proposer's submitted proposal in order to be considered by the Town.

The Town reserves the right to waive immaterial formalities. The Town reserves the right to procure these items under State Contracts or inter-local agreements, if so desired.

The acceptance of a Bid Proposal shall bind the successful Proposer to execute the contract or to be responsible for liquidated damages in the amount of ten percent (10%) of the proposed costs if the Proposer fails to enter into the contract or perform services there under.

## **8.0 CAUSES FOR REJECTING BIDS**

Proposals may be rejected for any of the following reasons:

- 8.1.1 If more than one (1) bid proposal is received from an individual, firm or partnership, corporation or association under the same name;
- 8.1.2 Multiple proposals from an agent representing competing Proposers;
- 8.1.3 The proposal is inappropriately unbalanced;
- 8.1.4 The Proposer is determined to possess, Prior Negative Experience; or
- 8.1.5 If the successful Proposer fails to enter into a contract within seven (7) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Town may accept the proposal of the 2<sup>nd</sup> lowest, responsive Proposer.
- 8.1.6 If the mandatory forms are not received within the Bid Packet

## **9.0 TERMINATION OF CONTRACT**

- 9.1.1 If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner obligations under the contract or if the Proposer shall violate any of the requirements of the contract, the TOWN shall there upon have the right to terminate the contract by giving written notice to the Proposer of such termination and specifying the effective date of termination. Such termination shall relieve the TOWN of any obligation for balances to the Proposer of any sum or sums set forth in the contract. The TOWN will pay only for goods and services accepted prior to termination.
- 9.1.2 Notwithstanding the above, the Proposer shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the Proposer and the TOWN may withhold any payments to the Proposer for the purpose of compensation until such time as the exact amount of the damage due the TOWN from the Proposer is determined.
- 9.1.3 The Proposer agrees to indemnify and hold the TOWN harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the TOWN under this provision.

- 9.1.4 In case of default by the Proposer, the TOWN may procure the goods or services from other sources and hold the Proposer responsible for any excess cost.
- 9.1.5 Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the TOWN reserves the right to cancel the contract.
- 9.1.6 Acquisition, Merger, Sale and/or Transfer of Business, Etc. It is understood by all parties that if, during the life of the contract, the Proposer disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the TOWN.
- 9.1.7 The Proposer will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the TOWN.
- 9.1.8 The TOWN may terminate the contract for convenience by providing 60 calendar days advance written notice to the Proposer.
- 9.1.9 If the successful Proposer and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Proposer's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

**10.0 CHECKLIST OF REQUIRED DOCUMENTS**

The following are required submissions in this proposal package:

<b>Section</b>	<b>Submission Document</b>	<b>Initials</b>
4.0	Statement of Qualifications	
5.0	Fee Proposal Form <i>(Completed)</i>	
Appendix A	Business Entity Disclosure Certification <i>(Completed, Signed &amp; Notarized)</i>	
Appendix B	Non-Collusion Bidding Affidavit <i>( Signed &amp; Notarized)</i>	
Appendix C	Proposal Acknowledgement Form <i>( Signed &amp; Witnessed)</i>	
Appendix D	Municipality Policy Against Discrimination and Harassment Acknowledgement form <i>( Signed &amp; Witnessed)</i>	
Appendix E	Americans with Disabilities Act <i>( Signed &amp; Witnessed)</i>	
10.0	Checklist of Required Documents <i>(Completed &amp; Signed)</i>	
Appendix J	RFP Acknowledgment Form <i>(Completed &amp; Faxed)</i>	

**APPENDIX A – BUSINESS ENTITY DISCLOSURE CERTIFICATION**

## TOWN OF ORANGETOWN

Office of Building, Zoning, Planning Administration and Enforcement (OBZPAE)

20 Greenbush Road

Orangeburg, New York 10962

Tel: (845) 359-8410 ext. 4330

Website: [www.orangetown.com](http://www.orangetown.com)**PART ONE:**

1. The disclosure of the names and address of all persons or entities owning any interest or controlling position of any limited liability company, limited liability partnership, general or limited partnership, professional corporation, joint venture, doing business as name or venture, association, business trust, or non-publically traded corporation, (hereinafter referred to as the "Entity") is required of the Proposer and all sub-consultants (if not the same) when submitting a proposal.
2. Set forth the names of all members, officers, shareholders, directors, partners or other authorized persons of the Entity for the past year from the date of submission of proposal.
3. Attach a copy of all Entity documents filed with the NYS Secretary of State, or in any other State of formation, including:
  - a. All records regarding membership interests in the Entity;
  - b. Records regarding the transfer of membership interests since the date of formation.
4. If a member of the Entity is not a natural person, please provide the name(s) and address(es) for the of the non-natural person member of that Entity, and provide the formation filing documents for such Entity.
5. Provide supplemental sheets if the information does not fit below; (kindly label the supplemental sheets).

Name of Entity:	
Address:	
Telephone Number:	
E-Mail Address:	
State/Date of Formation:	
Contact Person:	

**PART TWO:**

1. Please list all persons, officers, limited or general partners, directors, members, shareholders, managers, authorized persons, beneficial owners, and any others with any interest in or with the above referenced entity.
2. Please NOTE that an "authorized person" means an individual or entity, whether or not a shareholder, member, officer or director, or person identified by any other title, which is authorized to act, solely or in conjunction with others, on behalf of or for the Entity.
3. List all persons with a membership or voting interest or controlling position in the Entity. Please provide that parties' business or personal address and telephone number, email address and other contact information.



4. Provide supplemental sheets if the information does not fit below; (kindly label the supplemental sheets).

<u>Name of Individual</u>	<u>Address</u>	<u>Telephone</u>	<u>Email</u>	<u>Interest or Role in Entity</u>
1.				
2.				
3.				
4.				
5.				
6.				

PART THREE:

- Is any person identified in Part TWO currently employed by or hold a paid or unpaid position with a department, agency or land use board of the Town of Orangetown? *Please circle:*  
YES NO
- Is any person identified in PART TWO the spouse, sibling, parent, child, or grandchild of any individual who is employed by or holds a paid or unpaid position with a department, agency or land use board of the Town of Orangetown? *Please circle:*  
YES NO
- Does any person identified in PART TWO perform services for or have a contract, or employed by an entity that has a contract to perform services for the Town of Orangetown? *Please circle:*  
YES NO
- If the answer is “YES” to any of the above, please provide a supplement sheet and list every Board, Department, Office, agency or other position with the Town of Orangetown in which the party has a position, paid or unpaid, or provides services for, and identify the agency, title and date of hire.

PART FOUR:

- The information contained herein shall be updated with the Town of Orangetown Office of Town Clerk no later than THIRTY (30) DAYS after any change in information.
- NOTE: Any person who (a) provides false or fraudulent beneficial ownership information; (b) willfully fails to provide complete or updated information; or (c) during the bidding process and the execution of the contract and work, fails to obtain or maintain credible, legible and updated beneficial ownership information shall be subject to suspension of any contract by The Town of Orangetown, in addition to any other applicable penalties under the Town Code, or State and Federal Statute, or both.**

*SIGNED:* \_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Notary Public*

## **APPENDIX B – NON-COLLUSIVE BIDDING AFFIDAVIT**

STATEMENT ATTACHED TO AND FORMING A PART OF ALL BIDS RECEIVED BY THE TOWN OF ORANGETOWN.

(A) 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 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 and will not knowingly be disclosed by the bidder prior to the 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 a bid for the purpose of restricting competition.

(B) A bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in details the reasons therefore. Where (a), (1), (2), and {3} above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

(C) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or service performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This statement is subscribed by the bidder or person signing on behalf of the bidder and affirmed as true under penalties of perjury.

*DATED:* \_\_\_\_\_

*SIGNED:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Name of Firm:* \_\_\_\_\_

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

State of \_\_\_\_\_ )  
 )ss.:  
County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_ *Notary Public*

## **APPENDIX C – PROPOSAL ACKNOWLEDGEMENT FORM**

The undersigned declares that they have carefully examined and fully understand the Information for Bidders, Specifications and other documents herein referred to and agree to furnish and deliver all materials and to perform all work in accordance with the contract documents for the Architectural Services for the Proposed Municipal Complex within the TOWN of Orangetown.

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*Authorized Signature*

---

*Print Name*

---

*Title*

---

*Telephone*

---

*Fax*

---

*E-mail*

*Witness:*

---

*Signature*

---

*Print Name*

*(If Corporation, affix Corporate Seal)*

**APPENDIX D – MUNICIPALITY POLICY AGAINST DISCRIMINATION AND HARASSMENT ACKNOWLEDGEMENT FORM**

The Town of Orangetown is committed to a policy of protecting and safeguarding the rights and opportunities of all people to seek, obtain and hold employment without being subjected to harassment or discrimination in the workplace. It is the Municipality's policy to provide a workplace environment free from harassment and discriminatory practices.

The Town has adopted and disseminated a revised Policy Against Discrimination and Harassment. All Proposers are required to acknowledge that they have reviewed the revised Policy, and have been afforded an opportunity to ask a Municipality Compliance Officer any questions you may have regarding the Policy.

If you have any further questions regarding this Policy, feel free to contact Donna Morrison, Compliance Officer.

The undersigned declares that they have carefully examined and fully understand the Town of Orangetown Policy Against Discrimination and Harassment, effective date October 23, 2018. Said policy is available on the Town website at [www.orangetown.com](http://www.orangetown.com). Upon award of the proposal, all members of the firm who will be working on this project shall be required to review said policy and execute an acknowledgement form.

---

*Authorized Signature*

---

*Print Name*

---

*Title*

---

*Witness:*

---

*Signature*

---

*Print Name*  
*(If Corporation, affix Corporate Seal)*



**APPENDIX E - AMERICANS WITH DISABILITIES ACT OF 1990*****EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY***

The CONTRACTOR and the TOWN OF ORANGETOWN (herein referred to as the Town) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the TOWN pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the TOWN in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the TOWN, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay and and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. IN any and all complaints brought pursuant to the TOWN’S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWN, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWN or if the TOWN incurs an expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The TOWN shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. IF any action or administrative proceeding is brought against the TOWN or any of its agents, servants and employees, the TOWN shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWN or its representatives.

It is expressly agreed and understood that any approval by the TOWN of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWN pursuant to this paragraph. IT is further agreed and understood that the TOWN assumes no obligation to indemnify or save harmless the CONTRACTOR, its agent, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRATOR’S obligations assumed in this Agreement, nor shall they be construed to relive the CONTRACTOR from any liability, nor preclude the TOWN from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Witness:

---

*Authorized Signature*

---

*Print Name*

---

*Title*

---

*Signature*

---

*Print Name*

*(If Corporation, affix Corporate Seal)*

**APPENDIX F – TOWN HALL PRESENTATION**

**APPENDIX G – CONCEPTUAL PLANS AND RENDERINGS**

- 1) MAIN LEVEL FLOOR PLAN, SEPTEMBER 2018
- 2) UPPER LEVEL FLOOR PLAN, SEPTEMBER 2018
- 3) LOWER LEVEL FLOOR PLAN, SEPTEMBER 2018
- 4) EXTERIOR AND INTERIOR OF RENDERED VIEWS, AUGUST 2018

**APPENDIX H – PRELIMINARY AREA BREAKDOWN**

- 1) TOWN DEPARTMENT AREA BREAKDOWN CHARTS SHEETS 1-31.

**APPENDIX I – PRELIMINARY BUDGET BREAKDOWN**

**APPENDIX J – RFP ACKNOWLEDGMENT FORM**

**REQUEST FOR PROPOSALS**

**ARCHITECTURAL AND ENGINEERING SERVICES  
FOR  
PROPOSED TOWN HALL EXPANSION**

**Town of Orangetown  
26 W Orangeburg Road  
Orangeburg, NY 10962**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit Proposals.

Date Documents Received: \_\_\_\_\_

Do you plan to submit a Proposal? Yes \_\_\_\_\_ No \_\_\_\_\_

Please clearly provide the following information:

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

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

City or Town: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

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

FAXED ACKNOWLEDGMENTS ARE REQUESTED: Fax to Rosanna Sfraga, Town Clerk at (845) 359-5126. Cover sheet is NOT required. IMPORTANT: Do NOT fax Qualifications or Bid Package. Submission of the Qualifications and Bid Package MUST be submitted in sealed packages.