

**REQUEST FOR PROPOSALS
HIGHWAY FACILITY DESIGN/CONSTRUCTION DOCUMENTS**



PROPOSAL SUBMISSIONS ADDRESSED TO:

**Town of Hamilton
Town Clerk
38 Milford Street
Hamilton, NY 13346**

Sealed proposals must be received by the Hamilton Town Clerk's Office located at 38 Milford Street, Hamilton, NY 13346 by **3:00 PM** on Friday, December 15, 2023 or postmarked by Tuesday, December 12, 2023 for the following:

Highway Facility Design/Construction Document

Completed proposals will be reviewed and evaluated by the Town in anticipation of selecting candidates.

The Town of Hamilton reserves the right to reject and/ or waive any and all proposals and waive any irregularities in procedure. If there are any questions concerning this request, please contact this office.

If you have any questions pertaining to this proposal, please contact Luke Dowsland by phone at (315) 825-1378 or by email at Highway@TownofHamiltonNY.org.

REQUEST FOR PROPOSALS

| | |
|---------------------|-------------------------------------|
| DIRECT INQUIRES TO: | Town of Hamilton Highway Department |
| PHONE NO: | 315-825-1378 |
| EMAIL: | Highway@TownofHamiltonNY.org |

RETURN PROPOSALS TO:

Town of Hamilton Clerk's Office
38 Milford Street
Hamilton, NY 13346

If you are not bidding, place an "x" in the appropriate box and return this page only to the address set forth in this letter"

[] We are unable to bid at this time because

[] We request removal of our name from the mailing list for this title.

Name of Company: _____

Signature of Representative: _____

Date: _____

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Objective/Background:

The Town of Hamilton is planning to design and construct a new facility for Highway operations. The anticipated cost of construction is in excess of \$3 million. Ideally, construction will be completed in the 2026 construction season.

The Town of Hamilton would like to identify a design team to undertake program refinement and provide traditional A/E design services for all subsequent phases of the design and construction. Construction of this public works project would be procured through multi-prime competitive bidding and possible state contract purchasing if appropriate.

Within the attached "Exhibit A" is a preliminary program overview, maps, and more detailed information about the project.

It is hoped that each potential candidate can provide the following:

1. A portfolio describing similar projects undertaken by the candidate including project date, location, general cost of construction and reference contacts.
2. A description of the services the candidate would provide and the candidate's approach to meeting our needs.
3. A discussion and preliminary suggestions regarding conceptual program/design alternatives including comments on the attached initial program.
4. Identification of individuals and sub consultants with resumes proposed to be included on this project.
5. A preliminary recommended schedule for completion of the project.
6. An estimate of fees for all services stated as a percentage of construction cost
7. Assuming the total project cost is over \$3 million, what total percentage of the project cost is fees?
8. A description of reimbursable expenses and how they would be calculated.

The new facility will be located at 7648 Cranston Road Earlville, NY 13332, Tax Map #: 185.-1-15, 12.95 Acres. This is the site of the current highway facility. Please see attached maps.

Overview of the Solicitation Process:

This section identifies the information that all bidders must include in their proposals to the Town of Hamilton.

- All inquiries concerning this solicitation should be addressed to the following:

**Town of Hamilton Highway Department
Luke Dowsland
7648 Cranston Road
Earlville, NY 13332
Highway@TownofHamiltonNY.org**

All questions should be submitted in writing, citing the particular proposal section and paragraph name. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all prospective bidders in the form of a formal addendum which will be annexed to and become part of the resultant contract.

- For the purposes of evaluation, each proposal must be submitted in two (2) parts. Part I consists of the Technical Submittal. Part II consists of the Cost Submittal. Each part must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently and that the Technical Submittal can be made strictly on the basis of its merits. Cost information is not to be included in Part I of the proposal. Both parts must be **sealed separately**.
- The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein may subject the respondent to outright disqualification. It is in the best interests of the respondent to become familiar with the constraints imposed on its proposal so that the evaluation process can proceed in a timely manner.
- Note that proposals are subject to the Town of Hamilton's procurement rights as detailed in the Town's Rights to Proposals and all rules set forth in this and other sections of this RFP.
- ALL PROPOSALS MUST BE COMPLETED IN INK OR MACHINE PRODUCED. PROPOSALS SUBMITTED HAND WRITTEN IN PENCIL WILL BE DISQUALIFIED. The Issuing Office prefers that the proposals not be hand written, but this is not mandatory provided the respondent uses ink or an indelible pen.
 - **General Requirements and Appearance**
 - **Technical Submittal Requirements (Part I)**
 - **Cost Submittal Requirements (Part II)**

- Part II of the proposal consists of the pricing proposal that sets forth the costs for requested services. The cost submission should be complete, accurate, well-documented and in the format required. Cost information is not to be included in the Part I Technical Submittal. All prices must be inclusive of all costs necessary or incidental for proper performance under this contract. One (1) of the six (6) copies must be stamped original and have an original signature.
- The evaluation and selection of a Vendor will be based on the information submitted in the Vendor's proposal, on-site visits or oral presentations and such other information gathered by or made available to the Town of Hamilton through the evaluation process.

OUTLINE FOR PROPOSAL RESPONSES:

Part I – Technical:

Cover Section

- Table of Contents
- Cover Page
- Cover Letter
- Request for Proposal – SIGNED
- Iran Divestment Act – SIGNED

Executive Summary

- Narrative Summary

Company Profile and Firm/Individual Information

- Company Profile
- Firm Information

Technical Response

- Project Approach/Qualifications
- Organizational Chart/Resumes

Relevant Past and Present Performance

- Past Projects
- Current Project List

Part II – Cost Submittal:

- **Cost/Price Proposal**

All proposals and accompanying documentation will become the property of the Town of Hamilton and will not be returned. The content of each bidder's proposal will be held in strict confidence during the bid evaluation process, and no details

of any proposal will be discussed outside the evaluation process. The successful bidder's proposal and a copy of the specification will be made part of the contract. Therefore, an official authorized to commit the company to a contract must sign the proposal.

- **Facsimile Bids**

Will not be accepted

- **Misinterpretation**

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with their requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

- **Deadlines**

One (1) original hard copy and electronic copy (USB preferred) of Part I and II and five (5) copies of proposals must be received by the Town no later than 3:00 P.M. on Friday, December 15, 2023. Proposals received after this deadline will not be eligible for consideration.

Proposals should be delivered to:

Town of Hamilton
38 Milford Street
Hamilton, NY 13346
315-824-3380

- **Contract**

The Town of Hamilton intends to develop its own contract for this service. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the General Conditions, and may include those reflected in the specific proposal submitted. The contract shall be the exclusive source of the Proposer's rights to remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

- **Cancellations**

The Town of Hamilton retains the right to cancel any contracts without cause provided the Contractor is given at least thirty (30) days' notice of intent to cancel. This provision should not be understood as waiving the Town's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The Town shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination,

postponement, delay, suspension, or abandonment, the contractor shall deliver to the Town all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the Town shall make settlement with the contractor upon an equitable basis as determined by the Town and shall fix the value of the work which was performed by the contractor prior to the postponement, suspension, abandonment, or termination of the contract. This clause does not apply to the contract if the contract contains other provisions applicable to the postponement, suspension, or termination.

Timeline and Calendar of Events

| | Action | Date |
|----|--|-------------|
| 1. | Issue the RFP | 10/02/2023 |
| 2. | Response to Written Questions | 10/23/2023 |
| 3. | RFP Amendments/Addendums Issued | 11/15/2023 |
| 4. | Proposal Due Date | 12/15/2023 |
| 5. | Oral presentation and/or products demonstrated by finalists (on or around) | 01/17/2024 |
| 6. | Finalists selected | 02/09/2024 |

The Town of Hamilton reserves the right to change the schedule of events.

Anticipated Start Date and Term of Contract:

The anticipated term of this project is estimated to start March 1, 2024

Method of Award:

All proposals received shall be subject to an evaluation by the Town of Hamilton. The Town of Hamilton desires to select the bidder who will provide the “best value” taking into consideration the most beneficial combination of qualifications, services and cost and who has met the requirements of this RFP. Only proposals judged to be responsive to the submission requirements set forth in this RFP will be evaluated.

The Technical and Cost sections of each Bidder’s proposal will be evaluated separately. A Selection Committee will review the two (2) evaluations and make the contract selection. The criteria against which each proposal will be evaluated are described below.

After completion of the Technical and Cost evaluation, a composite score will be assigned to each proposal with the Technical score weighted at 80 points and Cost score weighted at 20 points.

The basis for award will be the highest composite score.

Evaluation Criteria:

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to the Town. Town staff will review, analyze and evaluate all proposals and score them in accordance with the criteria listed below. If needed, additional information may be requested from one or more Proposers. Interviews and contract negotiations may be conducted with one or more Proposers. By use of numeral and narrative scoring techniques, it is the intent of the Town to evaluate proposals against the factors specified below. The relative weights of the criteria-based on a 100-point scale are shown in parentheses.

- Qualifications, experience, references (40 points)
- Demonstrated knowledge and understanding of the project (30 points)
- Fee (20 points)
- Miscellaneous, including exceptions/deviations (10 points)

The Town reserves the right to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the Town to do so. The Town of Hamilton reserves the right to accept or reject any or all proposals received as a result of this request, to waive any technical defect, qualification, omission, informality, or irregularity in any proposal if it is deemed in the best interest of the Town to do so.

The Town of Hamilton may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to the Town.

The RFP documents and Notice of Award shall be the agreement between the Town and successful Proposer with respect to the matters dealt with herein, and such shall supersede all other written proposals, representations, understandings and agreements previously made or existing "with respect to" any such matter.

Qualifications of Bidders:

Each Proposer must be prepared to present satisfactory proof of their capacity and ability to successfully complete the requirements of this solicitation.

The Town reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer's facilities and equipment, references or previous contract performance with the Town or others.

The Town reserves the right to reject any proposal when the Proposer cannot satisfy the Town as to their ability to perform, or for any of the following reasons:

- Failure to comply with any pre-qualification requirements of the Town, if such regulations are cited or otherwise included in this solicitation as a requirement.
- Failure to satisfy the requirement of this RFP.
- Failure to settle all due bills for labor or materials related to previous contracts with the Town.
- The Proposer defaulted under previous contracts with the Town.
- The Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of collusion among Proposers.

New York State Sexual Harassment Laws:

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 the penalty of perjury, that bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of labor and can be found here:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>

Reserved Rights:

- By submitting a proposal, the Bidder covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. The Town of Hamilton has the following prerogatives with regard to proposals submitted:
 - to accept or reject any or all proposals;
 - to correct any arithmetic errors in any or all proposals;
 - to change the proposal's due date upon appropriate notification to all prospective bidders;
 - to adopt any or all of a successful bidder's proposal;
 - to negotiate with the selected bidders prior to the contract award;
 - begin contract negotiations with other bidders should the Town of Hamilton be unsuccessful in negotiating a contract with the selected contractor within 45 calendar days.
- PLEASE NOTE THAT THE TOWN WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL CONTRACT AWARD OR RELATED DOCUMENTS MUST BE SUBMITTED IN WRITING TO THE TOWN OF HAMILTON CLERK. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.
- While it is the Town's express intention to issue a fair competitive document, the Town reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the Town's best interest. This Request for Proposal does not commit the Town of Hamilton to award a Contract or pay any costs incurred by the Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

Method of Issuing Clarifications or Modifications to the RFP:

Formal requests for clarification of this request for proposal or questions regarding the terms of this request for proposal should be directed in writing to the Town Highway Superintendent, 7648 Cranston Rd. Earlville, NY 13332 or Highway@TownofHamiltonNY.org. Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the submission of uniform proposals. Only such amendments when issued by the Town will be considered as being binding on the Town. Verbal explanations or instructions given by a Town employee to a Proposer in regard to this solicitation shall not be binding on the Town, and shall be considered informal unless confirmed in writing by the Town. The Town will issue no response to any request for clarification received within seven (7) days of the proposal due date.

GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term “contractor” this shall include the party with whom the Town has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Request for Proposal.

A. In submitting a proposal, the Proposer is certifying that the price proposal has been arrived at independently, without collusion, consultation, communication or agreement for the purposes of restricting competition as to any matter relating to such prices with any other Proposer or competitor.

1) The prices submitted in a proposal have not been knowingly disclosed by the Proposer directly or indirectly to any other Proposer or competitor.

2) No official agent or employee of the Town of Hamilton has any direct or indirect interest in the awarding of a contract for the services set forth in this Request for Proposal.

3) The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the Town. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer’s objectivity in performing the work for the Town. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to the Town. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the Town to avoid, litigate, or minimize the actual or potential conflict. The Town may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Town, the Town may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.

4) The Town may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Vendor, his agent, or representative to any Town official or employee with a view toward securing favorable treatment with respect to the awarding of a contract or the performance of an agreement. The Town may also terminate any contract if it is determined that the successful contractor engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate any agreement and/or exercise any other remedy available to it under existing law.

B. It is agreed that the successful Contractor will be responsible for any loss, personal injury, death, or other damage that may be done or suffered by reason of the contractor's negligence, or failure to perform any of the obligations defined by this RFP, and the contractor hereby agrees to defend, indemnify and save the Town harmless for any loss, cost, damages and other expenses suffered by the Town by reason of the Contractor's negligence or failure to perform any of the set obligations. The Contractor agrees to defend the Town in any action or suit brought against the Town arising out of the Contractor's negligence, errors, acts or omissions. The negligence of any agent, servant or employee of the Contractor is deemed to be negligence of the Contractor within the meaning of this paragraph.

C. Proposers may utilize subcontractors to complete the project provided that the Proposer is required to provide any information concerning such subcontractors requested by the Town. In the event that a contract is awarded to a Proposer choosing to utilize a subcontractor, the successful Proposer will be responsible for ensuring that the subcontractors meet the requirements of this Request for Proposal and the contract between the Town and the successful Proposer.

D. It is understood that the successful Contractor is an independent contract and shall not be considered an agent of the Town, nor shall any of the Contractor's agents or employees be considered subagents for the Town.

E. The successful Contractor agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the Town that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap.

F. The successful Contractor shall without additional expense to the Town be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services called for in this proposal. The Town fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment.

G. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is granted or awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Town of Hamilton. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by the Town of Hamilton of an attachment against the Proposer, the Town of Hamilton shall be relieved and discharged from any

and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublease shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

H. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within the Town. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful contractor must proceed diligently with contract performance. The Contractor waives any dispute or claim not made in writing and received by the Town within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the Town.

The performance of work under the contract may be terminated by the Town in whole or in part, effective upon receipt of notice whenever the successful Contractor defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the Town specifying the default.

I. **New York State Wage Rates.** If any portion of work being proposed is subject to the prevailing wage rate provisions of Labor Law, the Proposer agrees to pay in accordance with the New York State Schedule of Labor Rates. He will conduct his business in strict compliance with Town Law, New York State Labor Laws, Federal OSHA Laws, and all other laws that apply. Wages paid to workers involved in Public Work contracts shall comply with the provisions of Article 8 (Section 220-223) of the NYS Labor Law and can be found online at www.labor.state.ny.us under Wages and Hours, then Prevailing Wage Rates.

Applicable _____ Not Applicable _____ X _____

J. Insurance Requirements:

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A- or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability. **Except for Workers' Compensation Insurance and Disability Insurance, the TOWN, its officers, employees and agents shall be named as additional insureds on all such policies**

with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the TOWN. Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the TOWN for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR'S liability under this Agreement.

(a) Workers Compensation Insurance with statutory limits and employers' liability coverage.

(b) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The aggregate limit shall apply separately to each project. Coverage shall be written on an ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from the following:

1. premises and operations liability
2. contractual liability
3. products/complete operations
4. personal & advertising injury
5. independent contractor's liability.

(c) Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 (Combined Single Limit for Bodily Injury and Property Damage).

(d) Umbrella or Excess liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000.

(e) Disability Benefits-New York State Statutory Requirements.

(f) Builders Risk Policy - Contractor shall purchase and maintain property insurance written on a Builders Risk "All Risk" or equivalent policy form in the amount of the initial Contract Sum plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site. Coverage shall be on a Replacement Cost basis. If this property coverage requires a deductible, the Contractor shall pay all costs not covered because of such deductible.

If Contractor fails to procure insurance for the Town as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Town, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

The General Liability, Auto Liability, and Umbrella policies shall be endorsed to include the Town, its' representatives, agents, servants, employees, officers, departments, authorities and any other parties required by contract with the Town for this project as

additional insureds, with such policies to provide that the additional insured coverage is primary and non-contributory. As it relates to the General liability policy, coverage shall include ongoing operations as well as completed operations. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be Town of Hamilton, located in the Town Office Building, Hamilton, NY 13346, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

All insurance required to be carried by Contractor shall be issued by a Company licensed to conduct business in the State of New York rated by A.M. Best with a minimum Class "IX" or higher as to financial rating and "A" (Excellent) as to policyholder rating.

The form of such policies and insuring Company must be satisfactory to Town as determined by the Certificate of Insurance Holder or Town Attorney.

Upon request of the Certificate of Insurance Holder or Town Attorney, certified copies of the policies shall be delivered to the Town, with evidence satisfactory to the Certificate Holder or Town Attorney of the payment of the full premiums on the policies.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to TOWN certificates of insurance evidencing CONTRACTOR'S compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors.

Contractor may provide an umbrella policy to meet coverage limits as set forth above.

CONTRACTOR shall provide to the Town at the time of execution of the contract a certificate showing each policy to be in force and endorsed as to show ***"Town of Hamilton, and its officers, agents, servants and employees are included as additional insureds as their interest may appear but only to the extent that they are contractually obligated to be so named."***

Notice of termination of any such policies must be provided to the Town of Hamilton, 38 Milford Street, Hamilton, NY 13346, at least thirty (30) days in advance.

K. The Town is a duly authorized agent and shall have access to and have copies of the successful Contractor's records, including any books, computer tapes, discs or programs, or material pertaining to work performed under the contract at no cost to the Town to determine or verify the compliance with all contractual conditions. The Town shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.

L. The parties hereto agree that the laws of New York State shall apply in construing any and all provisions of this RFP and any resulting agreement.

M. By submission of a proposal under this solicitation, the Proposer agrees that the Town has sixty (60) days acceptance time in which to award a contract. The Town reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the Town Purchasing Office. Any proposal received by the Town and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date.

N. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

O. Delivery. All proposals should be addressed to the Town of Hamilton, 38 Milford Street, Hamilton, New York 13346. No proposal or amendment to a proposal will be opened or considered if received after the due date and time, and all offerors are advised that this requirement will be strictly interpreted and enforced. Fax machines shall not be used for the submittal. Proposals received prior to the time of opening will be securely kept unopened. No responsibility shall be attached to the contracting department or representatives for the premature opening of a proposal not properly addressed and identified. All Proposers are responsible for ensuring their proposal is received on time by the Town. In the event of the closing of certain Town facilities and/or operations, and/or services due to an unplanned event or any cause beyond the Town's control, the opening/due date will be rescheduled by the Town. The Town of Hamilton reserves the right to reject any and all offers.

P. Important Notice. All material submitted in response to this RFP becomes the property of the Town and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the Town. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages_____ of this proposal, identified on the

top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the Town use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the Town pursuant to FOIL.

In the event the Town receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the Town in making its determination as to whether disclosure is required under the law.

Q. Substitute or "or equal" Items.

A contract, if awarded, will be on the basis of materials and equipment as described in the Specifications, and "or equal" items submitted by the Proposer and accepted by the Town. The Proposer may offer "or equal" items that meet the same performance or reliability standards as specified herein. If the Proposer offers an "or equal" item, the Proposer must include with the proposal package, sufficient documentation establishing equality of construction, operation and utility. Said "or equal" items shall be accepted or rejected based upon the Town's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation to award, shall be at the Proposer's expense.

If a submitted "or equal" item is rejected, the Proposers shall be afforded an opportunity to meet with the Town to offer additional qualifying opinions and information prior to the Town rejecting the proposal. The Proposer shall not have the opportunity to submit any alternative materials or equipment after the proposals are opened.

The decision to accept or reject an "or equal" item rests solely with the Town. If a substitute "or equal" item is not accepted by the Town, the proposal will be deemed non-responsive and the Town shall reject this proposal. The next lowest responsive proposal shall then be reviewed for recommendation of award.

R. Non-Appropriations Clause.

The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Town of Hamilton Town Council. Any agreement between the Town and the successful Proposer shall be executory only to

the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the Town of Hamilton. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

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

S. Iranian Energy Sector Divestment.

Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Proposer has not:

1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. “By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

The Town of Hamilton will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The Town reserves its rights, in accordance with General Municipal Law Section 103-g to award the proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The Town of Hamilton has made a determination that the goods or services are necessary for the Town to perform its functions and that, absent such an exemption, the Town of Hamilton would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the Town in writing and shall be a public document.

CHECK LIST OF PROPOSAL SUBMITTAL REQUIREMENTS

The following checklist is intended to acquaint the bidder with all items or information that must be submitted with the proposal.

- ☐ 1 electronic copy of the Proposal & Cost (Part I & II) (USB preferred)

In two separate sealed envelopes:

- ☐ 1 Original (must be labeled) Proposal (Part I) and 5 copies of the Proposal (Part I)
- ☐ 1 Original (must be labeled) Cost and 5 copies of the Cost (Part II)

PART I Technical Submission:

- ☐ Part I – Proposal Narrative, References, Bio
- ☐ Signature/Non-Collusive Statement
- ☐ Certificate of Compliance with the Iran Divestment Act

Part II Cost Submission that must be returned in a separate sealed envelope will include:

- ☐ Proposal Pricing/Signature Page and other associated documents

Town of Hamilton - SIGNATURE/NON-COLLUSIVE STATEMENT

The undersigned proposes to furnish products or services to specifications included in this document, at the price(s) set forth, as required to meet the County's needs. Any deviation to the specifications must be noted in your response, be fully explained, and attached or the deviations will not be considered part of the proposal.

Deviations: Yes_____ No_____

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies also its own organization, under penalty of perjury, that to the best of their knowledge and belief:

The prices 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 Proposer or with any Competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any Competitor.

No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

This proposal is signed by the Proposer with full knowledge and acceptance of all the provisions of the general specifications, the proposal, and the group specification. The Undersigned hereby declares that he or she has carefully examined the specifications and proposal form for the project described in this document. By submitting a proposal, the Proposer covenants and agrees that the Proposer has satisfied himself from his own investigation of the conditions to be met, that he or she fully understands his/her obligations, and that they will not make any claim for or have a right to cancellation or relief, without penalty of the contract, because of any misunderstanding or lack of information.

Company Name: _____

Address: _____

City, State, Zip Code: _____

County: _____ Federal Identification No.: _____

Telephone No.: _____ Fax Number: _____

E-mail Address: _____

Website: _____

Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL!

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case-by-case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

***THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL
OR YOUR PROPOSAL WILL BE DECLARED INFORMAL!***

NON-PROPOSER'S RESPONSE

For purposes of maintaining accurate Proposer lists and facilitating your firm's response to our invitation for proposal, the Town of Hamilton is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Town of Hamilton, 38 Milford Street, Hamilton, New York 13346. This form may be returned by mail or fax. Faxes may be sent to 315-366-3054. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Our items or materials do not meet specifications.
- ☐ Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of proposal.
- ☐ Incorrect address used. Correct mailing address is:

- ☐ Our branch/division handles this type of proposal.
Correct name and mailing address is:

☐ We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

☐ We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: _____

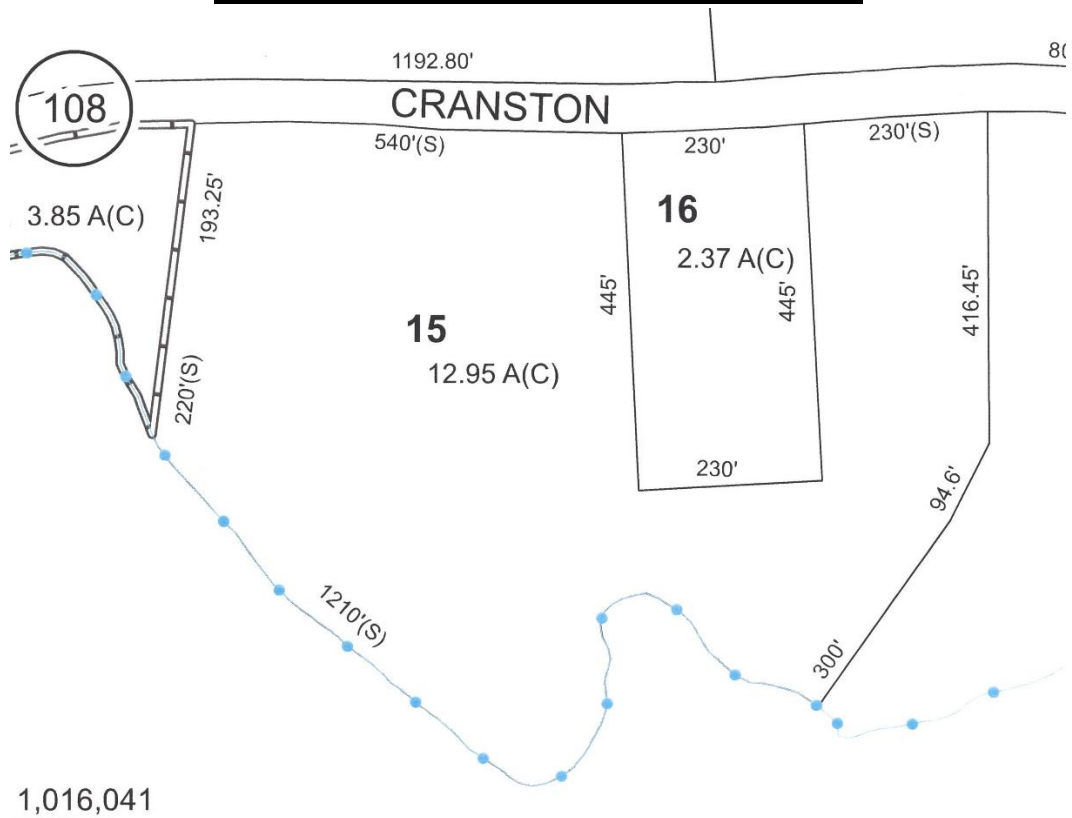
MAILING ADDRESS: _____

BY: _____
Signature of Representative

DATE: _____

Only return this page if you are unable to bid!

Exhibit A – Preliminary Project Description



Overview

The Town of Hamilton is planning to design and construct a new Facility for Highway Operations. The anticipated cost is in excess of \$3 million. Ideally the Town would like to make this project shovel-ready with the anticipated start within 2 to 3 years.

The Town of Hamilton would like to identify a design team to provide all architectural and engineering services related to program refinement, and subsequent phases of design and construction. Construction of this public works project will be procured through multi-prime competitive bidding and possible state contract purchasing if appropriate.

The new facility will be located on a 13-acre parcel of land where the current Highway Facility is located.

The Town may also consider separately procuring some outbuildings such as a cold storage/salt storage building.

The Town anticipates providing well water testing results and a survey of the property. Preliminarily, it is assumed that a standard 400-amp electric service and on-site propane will be utilized to provide power and heat for the building.

The consultant will assist in developing a program that validates and refines the preliminary technical specifications set forth below. The consultant would prepare a conceptual plan and subsequent schematic design and also provide a recommended building type and style, along with the required square footage shown on a draft plan. The consultant would provide cost estimating for construction of the main building with additional separate estimates for the salt storage/cold storage building and fueling station.

The main buildings cost will include any necessary water storage, electric, or gas facilities needed to support it. The consultant will also provide an estimate for the final design fees, for the main building, salt storage/ cold storage building and fueling station. The consultant will also provide an estimate and scope of recommended construction support/inspection services.

The consultant will also provide a draft schedule showing the anticipated timeline for completion of each phase of the project. A “pit”, light truck lift, and shop equipment shall be included in the main building estimate.

The consultant is to provide at least two (2) progress reports to the Highway Committee during the contract period as well as a final presentation at completion.

DESIGN TECHNICAL SPECIFICATIONS

Highway Shop Specifications:

Main shop to include:

1. Five (5) bays for tandem-wheel dump trucks with one-way plow and wing (in rest position), 15-foot width for equipment.
2. Wash bay delineated inside building; able to utilize detergents, contain, and recycle wash water.
3. Heavy truck and equipment rinsing area outside the main building with an easy access 1.5-inch rinse hose.
4. Regular truck melt water inside the main building to flow into trench drain and out of the building into a grit chamber and oil/water separator, then flow into permitted area.

Equipment included inside main parking area: (2) Ford F-350 trucks with plows, (1) Ford F-550 dump truck and plow, John Deere 624P wheel loader, Bobcat T-76 compact track loader, Sewer jet trailer

Office Space:

1. Space for two (2) people including reception area, offices to be an open concept.
2. Locker room/bathroom to include wet gear drying area with laundry equipment.
3. Separate conference/meeting/training room to accommodate 15 people.
4. Breakroom with 2-3 microwaves, a full kitchen and seating for 7 to 10
5. Separate storage area for files, maps, and equipment (laser levels, etc.)

3-bay Mechanic Repair Area:

1. One (1) bay to include a 30'x4'x4' Pit.
2. One (1) bay to include a 18,000-pound capacity light vehicle lift
3. New bulk oil storage, used oil storage, DEF bulk storage and spill prevention plan required.
4. Tire inventory storage area for large truck tires as well as passenger vehicle tires
5. Mechanic's bay area floor drain to be contained in separate to be picked up and disposed of by a hazardous waste contractor.

Parts room to have space for a desk for one (1) staff member and a hydraulic hose-making area.

Shop equipment to include: hydraulic press, screw type large capacity air compressor with built-in dryer, 3 portable benches, 2 toolboxes, HD truck tire changer, LD tire changer and balancer, tire inflation cage, mig welder, 2 flammable storage cabinets, heavy duty truck jacks, light duty truck jacks, sandblasting cabinet.

Cold Storage area to include a finished ceiling with the proper lighting, and proper electrical receptacles throughout. Equipment includes: (1) 20-ton equipment trailer, (1) 10-ton equipment trailer, John Deere 550 bull dozer, Sod loader, Plows and Wings in the off season, Volvo 772 Motor Grader, John Deere 5100M roadside mower, Sewer Jet trailer, misc., rack

for steel and cutting edges, pickup truck sanders, pickup brine tanks, skid steer attachments cones, barrels, signs etc.

The salt storage area shall be 60'x120' dry storage in addition to a closed-in portion with a conditioned space for the salt bring maker and storage for four (4) 3000-gallon tanks. Ideally the cold storage and salt storage buildings will share a wall and be constructed out of the same material.

The fuel facility shall include at a minimum one (1) diesel and one (1) gasoline pump with a minimum of 5,000 gallons of diesel and 1,000 gallons of gasoline.

PROPOSAL PRICING/SIGNATURE PAGE

HIPAA Security Risk Assessment and Privacy Gap Analysis

Vendor hereby attests by signature that he/she has read and will comply with all provisions of this entire document including

Addenda Number _____ Date: _____

Legal Name of Firm

Address

City, State and Zip Code

Date

E-Mail Address

Authorized Signature

Printed Name

Title

Telephone

Fax

***This page must be signed and returned with your proposal
or your proposal will be declared informal!***