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**TOWN OF NORTH HEMPSTEAD
DEPARTMENT OF PUBLIC WORKS**

**285 DENTON AVENUE
NEW HYDE PARK, NY 11040
(516) 739-6710
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Commissioner
PAUL J. DiMARIA, P.E.

Deputy Commissioner
JILLIAN GUINEY, P.E.

January 15, 2016

Re: Request for Letter Proposal
Repairs at Michael J. Tully Park Aquatic Activity Center
New Hyde Park, New York
DPW Project No. 15-01R

To whom it may concern,

The Town of North Hempstead (TNH), Department of Public Works is requesting a proposal from your firm to provide professional engineering services related to the necessary repairs to Michael J. Tully Park Aquatic Center. As a result of Hurricane Sandy, high winds and heavy rain caused extensive damage to the building. Wind, water, and electrical power surges compromised the reliability and functionality of the building. The existing coping, gutter system, and skylights were damaged due to high winds, while power surges caused damage to the building's systems and controls.

Post Sandy, the Town made interim emergency repairs to keep the building operational but long term improvements are necessary to extend useful life of building. Long term improvements to include but are not limited to:

- a) Skylight repairs above fitness area.
- b) Coping replacement to prevent water infiltration.
- c) Roof repair/replacement of main building.
- d) Recaulking of masonry joints and windows at front entrance.
- e) New controls for lower level sump pump.
- f) Repair/replacement of monitor display boards for sub and lower level dehumidification units, DH1, DH2, DH3, DH4, DH5, and DH10.
- g) Repair/replacement of controls for natatorium dehumidification units, DH6 and DH7
- h) Assessment of main pool control panel.
- i) Repair/replacement of methane detection system (+/- 21 sensors).

Furthermore, the hurricane revealed the existing building generator is inadequate to service the loads required to power existing building mechanicals during loss of utility power. As a mitigation measure, the Town recommends replacing existing generator with new +/- 350 KW generator to address the emergency needs of the facility.

Consultant will provide following scope of services:

Task 1.

1. Evaluate existing exterior and interior building conditions (skylights, roofing, coping, caulking, gutter systems, etc.).
2. Evaluate existing controls for mechanical, methane detection, and pool systems.
3. Evaluate existing generator and power requirements for building.
4. Provide recommendations how to remedy/improve existing conditions.
5. Four (4) meetings with DPW representatives to discuss project design and/or site visits.
6. Identify additional tasks/field testing necessary to fulfill project requirements.
7. Prepare Budgetary Construction cost estimates.

Task 2

1. Evaluation of current HVAC system of building (Estimated 100 man hours for evaluation period). Consultant to identify non-functional units and recommended course of action.
2. Evaluation of current methane detection and ventilation system of building (inside and outside of building).
3. Prepare Budgetary Construction cost estimates.

Task 3.

1. Prepare preliminary plans (Task 1 and 2) for Town to review.
2. Provide construction cost estimate and schedule to implement improvements.
3. Prepare and finalize design/bid documents for proposed work (Construction plans and specifications. Specifications will follow Town boiler plate format.). **Two separate Bid Documents shall be prepared, one set for building envelope (Task 1) and one set for HVAC/Methane work (Task 2).**
4. Conduct pre-bid activities up to contract award, respond to contractor questions, and prepare any addenda necessary, review and evaluation of bid proposals.

5. Construction services including part time inspection, shop drawing review, construction progress meetings, contractor payment review and regulatory compliance needs.

Task 4.

1. Commissioning new HVAC system (post construction). Consultant will be responsible to provide all services associated with commissioning process along with providing final commissioning report to TNH DPW.

Please forward your response regarding your interest in performing this work, including a Letter Fee Proposal for completion of the work with details regarding your technical approach, schedule, and fee. The fee to perform the scope of services set forth in RFP is to be proposed on a lump sum basis and each task will have a separate lump sum amount. Consultant to include matrix indicating number of hours anticipated to complete each respective tasks to support each respective lump sum amount. Payment for Task 2 will be based on percentage of time (hours) expended to complete task. Consultant to provide backup documentation (i.e. time sheets) to support number of hours being billed for Task 2. Proposers must disclose the amount of the proposers' price proposal that constitutes profit and the percentage of the total proposed price that constitutes profit.

Consultant to deliver proposals (three hard copies with electronic copy) to the office of Department of Public Works by Friday, February 19, 2016, 3:30 pm.

Proposals will be reviewed by the Town according to the following criteria and will be scored using the scoring methodology described below:

Factor	Percentage of Score
Understanding of engineering tasks	20%
Technical approach	20%
Firm experience/Qualifications/Worked for TNH	20%
Man-hours/Fee ratio	20%
Engineering fee	20%

Note that the following conditions apply to this RFP:

1. There is no express or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP, and the Town will not reimburse such expenses.
2. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements.
3. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.

4. The Town reserves the right, as best serves its interest, to change the due date for receipt of proposals.

5. The Firm selected to perform the services requested in this letter will be required to execute an agreement with the Town for the services on the Town's standard form. The selected firm will be required to, to the fullest extent provided by law, defend and indemnify and save harmless the Town from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the firm. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the firm's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing shall create or give third parties any claim or right of action against the firm or the Town beyond those provided by law. In addition, the selected firm will be required to procure and maintain during the term of any such agreement, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:

- a. Commercial General Liability insurance covering the liability of the firm, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Town shall be named as additional insured on said policy.
- b. Professional Errors and Omissions insurance in the minimum of One Million Dollars (\$1,000,000). The Town shall be named additional insured in such policy.
- c. Automobile Liability combined single limit of One Million Dollars (\$1,000,000). The Town shall be named additional insured in such policy.
- d. Excess Liability in the form of umbrella form of Four Million Dollars (\$4,000,000). The Town shall be named additional insured in such policy.
- e. Worker's Compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law §57(2); and
- f. Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law §220(8).

6. Each proposer acknowledges that the services to be performed as described in this RFP may be funded by monies received from the federal government. As such, the following terms and conditions will be included in any agreement between the Town and the successful Firm for the services, in addition to such contractual terms and conditions as may be required by the Town:

- a. Terms relating to termination for cause and convenience by notice to the Firm. Such terms will include that the Town will pay the firm for the services rendered in proportion to the services to be rendered in accordance with the agreement.

- b. A covenant by the Firm that is not listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the IMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension" and that the Firm will not subcontract with any party listed on the above-referenced list. Along with its response to this RFP, each proposer shall complete and submit the "Debarment and Suspension Certification" attached to this RFP.
- c. A certification stating that (a) no Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement and (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Along with its response to this RFO, each proposer shall complete and submit the "Byrd Anti-Lobbying Amendment Certification" attached to this RFP.
- d. A representation that the Town shall not be liable for any amounts over and above the amount stated in the agreement as consideration for the full and complete performance of the services listed in the agreement and that, if the firm incurs costs in excess of the amount of consideration stated in the agreement, the contractor will not be entitled to reimbursement, and the Town shall not be responsible to make reimbursement, of such excess costs.
- e. Provisions relating to compliance with the federal Clean Air Act and the Federal Water Pollution Control Act.
- f. Equal Opportunity Employment provisions stating:
 - (a) The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (c) The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (d) The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (e) The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (f) In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (g) The Firm will include the portion of the sentence immediately preceding paragraph (1) rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
- g. Terms and conditions relating to Minority and Women-Owned Business Enterprise participation stating: "In accordance with Section 7(H) of the Town's Procurement Policy, the Consultant shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus

area firms are used whenever possible in subconsulting the services described in this Agreement. The term "Affirmative Steps" includes:

- (1) "Placing qualified small and minority businesses and women's business enterprises on solicitation lists. Consultant shall, prior to soliciting subconsultants, conduct research to locate minority businesses, women's business enterprises and businesses with labor surplus areas that have the potential to provide the materials, supplies or services that are the subject of the solicitation and research labor surplus areas in which the materials, supplies or services may be provided.
- (2) "Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources. The businesses found by the procuring department shall be contacted and provided copies of the bid or other solicitation released by the procuring department.
- (3) "Dividing total requirements, when economically and technically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. An example of this would be dividing a total construction contract into electrical, HVAC, plumbing and general construction work.
- (4) "Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises. The procuring department could accomplish this by taking into account the distance of particular businesses from the Consultant and the business' resources.
- (5) "Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- (6) "The Consultant, prior to entering into an agreement with a subconsultant, shall obtain the approval of the Town. The Consultant's request for approval shall contain documentation adequate to demonstrate the Consultant's compliance with the terms of this Section."

- h. Such other provisions as may be required by Part 200 of Title 2 of the Code of Federal Regulations and described in Appendix II to such Part.

Please contact me if you have any questions or require any other information.

Sincerely,



Paul J. DiMaria, P.E.
Commissioner

Cc: Jill Guiney
Cc: Rob Fazio

Debarment and Suspension Certification

The Bidder/Offeror certifies to the best of his or her knowledge and belief, that:

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

Sworn to before this this _____

Day of _____, 2015

Notary Public

Byrd Anti-Lobbying Amendment Certification

The Offeror/Bidder certifies, by submitting this offer or bid, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor: _____

Authorized Representative Name: _____

Signature of Authorized Representative: _____

Sworn to before this this _____

Day of _____, 2015

Notary Public